

TERMS AND CONDITIONS FOR THE PROVISION OF ELECTRONIC SERVICES ON THE NOSILO WEBSITE

1. DEFINICJE

| | |
|---|--|
| Demo | trial versions of Services. |
| Customer | a natural person, legal person, or organizational unit without legal personality, conducting business activity, which, on the basis of an agreement concluded with the Service Provider for the provision of access to the noSilo System. |
| Account | a natural person, legal person, or organizational unit without legal personality, conducting business activity, which, on the basis of an agreement concluded with the Service Provider for the provision of access to the noSilo System. |
| Consumer | a natural person using the Website in a manner not directly related to their business or professional activity, or a natural person concluding a contract directly related to their business activity, when the content of the contract indicates that it is not of a professional nature for that person, resulting in particular from the subject of their business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity. A logged-in User who uses the provision of e-learning products on the basis of and within the scope of an Order is not a Consumer. |
| Privacy Policy | Website Privacy Policy. |
| Terms and Conditions | these regulations. |
| Service | any website belonging to the Service Provider, through which the Service Provider provides Services. The websites are located on the nosilo.io domains. |
| noSilo system | The Service Provider's website available at the address indicated in the Order. |
| Uslugi | Services provided electronically by the Service Provider to Service Recipients based on the Terms and Conditions, consisting in providing access to the functionality of the Website. |
| Services providing information about e-learning products | The chat service, contact form, and "write to us" function available on the Website enable Service Users to contact the Service Provider and ask questions about the Services, and enable the Service Provider to respond to these questions via a chat plugin located on the Website or, respectively, to the Service User's specified email address or telephone number. |
| Service recipient | a person using the Services provided electronically by the Service Provider, including: 1. Customer; |

| | |
|--------------------------|--|
| | 2. Non-logged-in user; 3. Logged-in user. |
| Service provider | Smart Education International Sp. z o. o. with its registered office in Lublin at ul. Wojciechowska 7E, 20-704 Lublin, entered in the Register of Entrepreneurs kept by the District Court for Lublin - Wschód in Lublin, with its registered office in Świdnik, 6th Commercial Division, under KRS number 0000344241, NIP: 5213549729, REGON: 14216327800000, share capital: PLN 50,000, e-mail address: info@smarteducation.pl, tel. 22 854 20 60. |
| Unregistered user | an adult natural person who uses Services that do not require logging in. |
| Order | agreement for the provision of Product Access Services concluded between the Service Provider and the Customer, not related to the Demo. |

2. GENERAL PROVISIONS

2.1. The regulations define:

2.1.1. types and scope of Services;

2.1.2. terms and conditions of providing Services, including:

2.1.2.1. technical requirements necessary for cooperation with the ICT system used by the Service Provider,

2.1.2.2. prohibition on the Service Recipient from providing illegal content;

2.1.3. terms and conditions for concluding and terminating contracts for the provision of electronic services;

2.1.4. complaint procedure.

2.2. The Service Provider shall make the Terms and Conditions available to Service Recipients free of charge on the Websites prior to the conclusion of the contract for the provision of Services, and to logged-in Users who use the sharing of products on the basis of and within the scope of the Order prior to their commencement of use of the Services. The Service Recipient is not bound by those provisions of the Terms and Conditions that have not been made available in the manner described above.

2.3. The Service Provider provides Services in accordance with the Terms and Conditions.

2.4. The Service Recipient is obliged to comply with the provisions of the Regulations.

3. CONCLUSION OF A SERVICE AGREEMENT AND CREATION OF AN ACCOUNT PRODUCT INFORMATION SHARING SERVICE

3.1. The agreement for the provision of product information services is concluded:

3.1.1. upon completion of the relevant contact form by the Service Recipient and sending the request to the Service Provider, or

3.1.2. as soon as the chat conversation begins.

3.2. The product information sharing service is performed:

3.2.1. immediately, no later than within 30 calendar days in response to a request made via the contact form.

3.2.2. during a chat conversation. No fees are charged or collected for the provision of the Product Information Service.

PRODUCT SHARING SERVICE (EXCEPT DEMO)

3.3. The Customer concludes an agreement with the Service Provider for the provision of product sharing services (except for the Demo) as part of the Order. The moment of placing the Order is governed by the Order. The provisions of the Order are agreed individually between the Service Provider and the Customer.

3.4. On the basis of the Order, the Service Provider provides a unique Account to the logged-in User with an ID provided by the Customer (after informing the logged-in User) in the form of an email address and access to the Account on the Website and its functionality (in accordance with the content of the Order).

3.5. The Service Provider provides the logged-in User with an ID and password enabling access to the Website to the email address provided by the Customer, along with other data necessary to log in to the Account.

3.6. The email address is linked to the logged-in User's Account, constitutes a necessary form of identification of the logged-in User to the Service Provider, and will be used for all correspondence related to the provision of Services.

3.7. The logged-in user accepts the need to have a current, active email address. The logged-in user is obliged to monitor the provided email address on an ongoing basis and, in the event of a change, to immediately update this information in their Account.

3.8. The Service Provider may refuse to create an Account, block or delete an existing Account if its name is already used within the Service Provider's Services or if the Service Provider obtains reasonable, reliable information that it is contrary to the law, good manners, violates personal rights or legitimate interests of the Service Provider. In the event of the above circumstances, the Service Provider may also block the Services provided to the logged-in User.

3.9. A logged-in user gains access to the Account using their email address and password. The Service Recipient is obliged not to disclose the Account password to any third party and bears sole responsibility for any damage caused as a result of its disclosure.

PRODUCT SHARING SERVICE (DEMO)

3.10. The agreement for the provision of product access services (Demo) is concluded when the Customer completes the relevant contact form and sends a request to the Service Provider.

3.11. The Service Provider, acting on behalf of the Service Recipient, creates an Account on the Website in the Demo version for the Service Recipient. The Service Provider provides the Service Recipient with an ID and password enabling access to the Website in the Demo version to the email address provided by the User, along with other data necessary to log into the Account. The provisions of sections 3.3-3.7 apply accordingly.

3.12. The product sharing service (Demo) consists in granting access to a trial version of the Service Provider's noSilo product for a period of 14 days, with the possibility of extending this access for another period.

3.13. The Service Provider reserves that:

3.13.1. after prior verification of the data from the forms, may refuse to make the products available (Demo);

3.13.2. reserves the right to select who is granted access to a given Demo product.

3.14. No fees are charged or collected for the provision of the Product Sharing Service (Demo).

3.15. No fees are charged or collected for the provision of the Product Sharing Service (Demo).

3.16. The Service Recipient declares that they are aware that the Demo is intended to promote the Services provided by the Service Provider. By completing the contact form for the Demo, the User expressly agrees to receive, after the end of the Demo period, commercial information concerning the full, i.e. paid, Service equivalent to the Demo used by the Service Recipient.

4. TERMS AND CONDITIONS OF SERVICE PROVISION

4.1. The Website must be used in accordance with its intended purpose, i.e. for informational purposes regarding the Service Provider's e-learning products and for educational purposes directly related to the subject matter of the training courses made available on the Website.

4.2. Access to content made available on the Website is intended solely for Service Users.

4.3. In order to use the Services, the Customer should obtain access to a computer workstation or terminal device at their own expense, which enables them to use the Services via the Websites. The Service Provider shall not cover any additional costs related to compliance with technical requirements, including the acquisition of appropriate hardware and software, as well as the acquisition, maintenance, and payment for an appropriate connection.

4.4. The technical requirements necessary for cooperation with the ICT system used by the Service Recipient are as follows:

4.4.1.1. equipped with Windows operating system version 7/8.1/10 x32/x64, or Ubuntu, or Debian, or OS X;

4.4.1.2. equipped with a web browser such as: Firefox 24, Chrome 24, Opera 12, Internet Explorer 8.0, or a newer version;

4.4.1.3. equipped with Adobe Flash Player and QuickTime Player software;

4.4.1.4. with sufficient Internet access to support multimedia content;

4.4.1.5. with at least 512 MB of RAM;

4.4.1.6. with at least 512 MB of RAM;

4.4.1.7. mit mindestens 512 MB RAM;

4.5. The Service Provider informs that the use of services provided by IT networks involves risks. The main risks of using services provided electronically include, among others, the risk of damage caused by malware, social engineering attacks, and hacking. The Service Provider recommends that the Service Recipient equip the computer used to connect to the Internet with antivirus software and keep it constantly updated.

4.6. All educational and other materials posted on the Website, unless otherwise indicated, are protected by copyright and other intellectual property rights. Service users undertake to respect intellectual property rights, in particular by not sharing the content posted on the Website without the written consent of the person authorized to express such consent.

4.7. The Service User shall not have the right to disseminate, modify, transmit, print, reproduce, publicly display any materials posted on the Website that are subject to protection, or to use the aforementioned materials for commercial purposes.

5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER, USER, AND SERVICE RECIPIENT

5.1. The Service Provider undertakes to provide the Services on a continuous and uninterrupted basis.

5.2. The Service Provider reserves the right to:

5.2.1. temporary discontinuation of the Services due to maintenance or modification of the Service Provider's Websites or other technical interruptions,

5.2.2. sending technical, legal, and transactional messages related to the functioning of the Services to the Service Users' email addresses, 5.2.3.refusing to provide the Services if the Service User provides an incorrect, false, or temporary email address.

5.3. The Service Provider reserves the right to discontinue the provision of Services, delete all Service Recipient data, transfer rights to the Websites to another entity, and

take any other legally permitted actions related to the Websites, for which the User and Service Recipient shall not be entitled to any claims against the Service Provider – this does not exclude liability under the agreement between the Service Provider and the Service Recipient.

5.4. The Service Provider shall make every reasonable effort to ensure the truthfulness and accuracy of the information contained on the Website, but shall not be liable to the Service Users or third parties for any damage resulting from inaccuracies or omissions in the content provided as part of the Service, except for damage caused intentionally.

5.5. Service users are required to refrain from:

5.5.1. publishing and sending content that is offensive, illegal, or infringes on the legally protected personal rights of third parties,

5.5.2. using the Services to publish advertisements for goods and services and any commercial information,

5.5.3. copying, modifying, distributing, transmitting, or otherwise using any works and databases made available on the Services,

5.5.4. taking any actions that may hinder or disrupt the functioning of the Services, and using the Services in a manner that is burdensome to other Service Users,

5.5.5. using the Services in a manner contrary to the law, good manners, violating the personal rights of third parties or the legitimate interests of the Service Provider.

5.6. The Service Provider reserves the right to:

5.6.1. block access to Service Users' resources containing erotic or pornographic content, illegal software or information on how to obtain it, and other content that is contrary to the law, good morals, or the legitimate interests of the Service Provider, if credible and justified information on this subject is obtained,

5.6.2. remove from the Services any content made available by Service Users through the Services if such content violates the provisions of the Terms and Conditions.

6. LIABILITY

6.1. The Service Provider and the Service Recipient shall be obliged to repair any damage suffered by the other party as a result of their failure to perform or improper performance of their obligations under the Terms and Conditions, unless such failure or improper performance was the result of circumstances for which the party is not responsible.

6.2. The Service Provider shall not be liable to the Service Recipient who violates the Terms and Conditions for any damages resulting from the discontinuation of the Services, including as a result of the deletion of the Account of the Service Recipient who violates the Terms and Conditions.

6.3. Furthermore, the Service Provider shall not be liable for:

6.3.1. for any damage caused to third parties as a result of the Service Users using the Services in a manner contrary to the Terms and Conditions or the law,

6.3.2. for content made available by Service Users through the Services, which content violates the law or legally protected rights of third parties,

6.3.3. for information and materials downloaded, posted on the Websites, or sent via the Internet by Service Users,

6.3.4. for the loss of data by the Service Recipient caused by external factors (e.g., equipment failure) or other circumstances beyond the Service Provider's control (actions of third parties),

6.3.5. for damages resulting from the lack of continuity in the provision of Services, resulting from circumstances for which the Service Provider is not responsible (force majeure, actions and omissions of third parties, etc.),

- 6.3.6. in the event that Service Users provide false or incomplete data or information, including when registering an Account,
 - 6.3.7. in the event of non-compliance by Service Users with the Terms and Conditions;
 - 6.3.8. In the event of a technical failure, the Service Provider shall not be liable for any losses or lost profits caused thereby.
- 6.4. The order may additionally regulate the scope of liability of the Service Provider and the Customer.

7. TERMINATION OF THE AGREEMENT AND ACCOUNT DELETION

- 7.1. The Service Recipient may terminate any service agreement at any time:
- 7.1.1. Product information sharing services.
 - 7.1.2. Demo product sharing services, without cause and immediately, including by discontinuing use of the Services.
- 7.2. The agreement for the provision of Services concluded between the Customer and the Service Provider shall terminate upon expiry of the period for which the agreement was concluded and in other cases specified in the Order.
- 7.3. The Service Provider has the right to delete the Customer's Account in the following cases:
- 7.3.1. with respect to all logged-in Users, when the deadline specified in the payment reminders sent by the Service Provider to the Customer has expired without effect;
 - 7.3.2. violation by the Service Recipient of significant provisions of the Terms and Conditions;
 - 7.3.3. the Service Provider obtains reasonable and credible information that the Account name is contrary to the law, good manners, violates the personal rights of third parties or the legitimate interests of the Service Provider,
 - 7.3.4. posting content by the Service User that is inconsistent with applicable law,
 - 7.3.5. use of the Service by the Customer contrary to its intended purpose,
 - 7.3.6. deletion by the Service User of the email address used to create the Account,
 - 7.3.7. the Service Provider receiving repeated messages about the Service Recipient's email inbox being full, preventing further provision of the Services.
- 7.4. Deletion of the Account referred to in sections 7.3.2-7.3.7 does not result in simultaneous termination of the contract for the provision of Services with the Customer.
- 7.5. The Service Provider reserves the right to refuse to provide Services to the Service Recipient, including deleting their Account, if it was created again after the Account was deleted due to a violation of the Terms of Service.

8. CONSUMER RIGHTS

- 8.1. The consumer is entitled to withdraw from the agreement for the provision of the Product Information Service and the agreement for the provision of the Demo Product Service at any time without giving any reason and without incurring any costs, by submitting a statement of withdrawal from the agreement to the Service Provider at the address indicated in section 8.2.1 of the Terms and Conditions.
- 8.2. Model statement of withdrawal from the Agreement:
- 8.2.1. Addressee: Smart Education International Sp. z o. o. with its registered office in Lublin at ul. Wojciechowska 7E, 20-704 Lublin;
 - 8.2.2. [-] I hereby give notice of my withdrawal from the Access Service agreement;
 - 8.2.3. Date of conclusion of the agreement;
 - 8.2.4. Consumer's first and last name;
 - 8.2.5. Consumer's address;
 - 8.2.6. Consumer's signature (only if the form is sent in paper form);
 - 8.2.7. Date.

8.3. The consumer is entitled to:

8.3.1. refer the dispute arising from the Agreement to a permanent consumer arbitration court operating at the Trade Inspection Authority for resolution,

8.3.2. submitting a request to the provincial inspector of the Trade Inspection Authority to initiate mediation proceedings for the amicable resolution of the dispute between the Consumer and the Service Provider;

8.3.3. obtain free assistance in resolving a dispute between the Consumer and the Service Provider, also using the free assistance of the district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (e.g., the Consumer Federation, the Association of Polish Consumers).

8.4. Detailed information on the possibility for Consumers to use extrajudicial means of dealing with complaints and pursuing claims, as well as the rules for accessing these procedures, is available at the offices and on the websites of district (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Provincial Trade Inspection Inspectorates, and at the following websites:
[hps://www.uokik.gov.pl](https://www.uokik.gov.pl).

9. PERSONAL DATA PROTECTION

9.1. Przetwarzanie danych osobowych Usługobiorców reguluje Polityka prywatności.

10. COMPLAINT PROCEDURE

10.1. Complaints may be submitted to the Service Provider in writing or by email to the Service Provider's address specified in the Terms and Conditions, no later than fourteen days from the moment the cause of the complaint was noticed.

10.2. The complaint should include:

10.2.1. the name/first and last name of the person filing the complaint,

10.2.2. address of the registered office/place of residence and e-mail address of the person submitting the complaint,

10.2.3. subject of the complaint,

10.2.4. substantive and formal justification of the complaint,

10.2.5. the Service Recipient's expectations of the Service Provider.

10.3. Complaints will be considered no later than within 30 days from the moment the Service Provider receives the complaint. If the complaint does not contain all the required information specified in section 10.2, the Service Provider will give the complainant 7 days to submit a correct complaint.

10.4. The Service Provider shall send its response to the complaint by e-mail or in writing.

11. FINAL PROVISIONS

11.1. The regulations come into force on July 19, 2024.

11.2. The Service Provider has the right to unilaterally amend the Terms and Conditions if the changes made by the Service Recipient to the Terms and Conditions concern organizational changes, changes resulting from amendments or the introduction of new legal provisions, technical, technological, and organizational changes in the process of providing the Service, or changes beneficial to the Service Recipient, or the issuance by public administration bodies, including in particular the President of the Office of Competition and Consumer Protection, issue decisions, recommendations, obligations, or acts of a similar nature to the extent that the aforementioned administrative acts modify the content of the Terms and Conditions or impose on the Service Provider an obligation to modify that content in a specific manner.

11.3. In cases other than those specified in section 11.2 above, the Service Recipient may not accept changes to the Terms and Conditions:

11.3.1. by requesting the deletion of your Account, or

11.3.2. termination of the agreement by the Customer with a 1-month notice period counted from the end of the month in which the Ordering Party submitted the termination notice;

11.3.3. termination of the agreement statement Provision of information about e-learning products by the Service Recipient; In the absence of such a request or termination, it is assumed that the Service Recipient has accepted the new Terms and Conditions.

11.4. The new wording of the Terms and Conditions shall apply from the date of its publication on the Website, and the Service Provider shall inform the Service Recipient about the content of the planned amendment to the Terms and Conditions, including through the uniform content of the Terms and Conditions after the amendments.

11.5. The content of the Terms and Conditions may be recorded by printing, saving on a storage device, or downloading at any time from the website where the Terms and Conditions are available.

11.6. The Terms and Conditions and agreements for the provision of electronic services are subject to Polish law.

11.7. In matters not covered by these Terms and Conditions, the provisions of the Act on the provision of electronic services, the Civil Code, the Act on copyright and related rights, and other mandatory provisions of law shall apply.

11.8. For the avoidance of doubt, it is assumed that none of the provisions of the Terms and Conditions limit the Consumer's rights under the laws in force in the Republic of Poland. If a provision of this nature is found to exist, the provisions of applicable law shall apply without exception.