

REGULATIONS OF THE ROUTE2OPEN.COM WEBSITE

TABLE OF CONTENTS:

1. GENERAL PROVISIONS
2. GENERAL CONDITIONS OF USE OF THE WEBSITE
3. ELECTRONIC SERVICES AVAILABLE ON THE WEBSITE
4. USE OF THE CUSTOMER PANEL
5. USE OF THE FORUM
6. USE OF A NEWSLETTER
7. PLACING ORDERS, ACCESS TO DIGITAL PRODUCTS
8. RULES FOR THE USE OF DIGITAL PRODUCTS, LICENSE
9. COPYRIGHT TO THE WEBSITE AND TO THE CONTENT OF SERVICE RECIPIENTS
10. CONTACT WITH THE SERVICE PROVIDER
11. COMPLAINTS ON THE WEBSITE
12. STATUTORY RIGHT OF WITHDRAWAL
13. OUT-OF-COURT COMPLAINT AND REDRESS PROCEDURES
14. PROVISIONS CONCERNING ENTREPRENEURS
15. TECHNICAL INTERRUPTIONS AND FAILURES
16. FINAL PROVISIONS
17. MODEL WITHDRAWAL FORM

Thank you for visiting our website available at the following internet address: <https://route2open.com> (hereinafter the "**Website**" or "**Site**").

The formula of these regulations assumes the establishment of the general rules and conditions for the use of the Website, in particular the rules and conditions on which the use of the resources and functionalities of the Website will take place by the recipients of the services purchasing the courses, training and other digital products available on the Website or using other functionalities of the Website.

This document, if you decide to use the Website, including the purchase of access to our digital products, governs the terms and conditions of use of the Website, in particular the terms and conditions for entering into and performing a contract for the supply of a digital product through the Website, including our liability issues.

We invite you to read the regulations,

The route2open.com team

1) GENERAL PROVISIONS

1. The owner of the Website is ROUTE2OPEN SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with its registered office in Leszno (registered office and correspondence address: ul. Austriacka 4, 64-100 Leszno, Poland), entered into the Register of Entrepreneurs of the National Court Register under KRS number 0000932849; the registry court, where the company's documentation is kept: District Court Poznań-Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register; share capital in the amount of: 5000,00 PLN; NIP 7831846387, REGON 520458535, e-mail address: info@route2open.com (hereinafter: "**Service Provider**").
2. The Regulations are addressed to all persons using the Website unless a given provision states otherwise. The provisions of these Regulations are not intended to exclude or limit any rights of Consumers (or Entrepreneurs on the rights of Consumer) to which they are entitled under mandatory provisions of law. In the event of any inconsistency between the provisions of these Regulations and the aforementioned provisions of law, those provisions of law shall prevail.
3. The Administrator of the personal data processed on the Website in connection with the implementation of the provisions of these Regulations is the Service Provider. Personal data are processed for the purposes, for a period, and on the basis of the grounds and principles indicated in the **privacy policy** published on the Website. The Privacy Policy primarily contains rules on the processing of personal data by the Service Provider on the Website, including the basis, purposes, and duration of personal data processing and the rights of data subjects, as well as information on the use of cookies and analytical tools on the Website. The use of the Website is voluntary. Similarly, the related provision of personal data by the user of the Website is voluntary, subject to the exceptions indicated in the Privacy Policy.
4. The terms used in these Regulations shall mean:
 - a. **ORDER FORM** - an interactive form available on the Website that allows the Service Recipient to place an Order, including by adding Digital Products to an electronic shopping cart and specifying the terms of the agreement.
 - b. **FORUM** - Electronic Service, a separate discussion space on the Website, arranged according to thematic sections, where Service Recipients may contribute with statements published by themselves and view statements made by other Service Recipients.
 - c. **CIVIL CODE** - the Civil Code Act of 23 April 1964. (Journal of Laws No. 16, item 93 as amended).
 - d. **CONSUMER** - a natural person for whom the use of the Website (including the purchase of access to Digital Products) is not directly related to his/her economic or professional activity.
 - e. **NEWSLETTER** - Electronic Service, an electronic distribution service provided by the Service Provider via e-mail, which enables all Service Recipients who use it to automatically receive from the Service Provider cyclical content of successive editions of a newsletter containing information about Digital Products, news, promotions, and novelties on the Website.
 - f. **CUSTOMER PANEL, ACCOUNT** - Electronic Service, a set of resources in the Website's information and communication system assigned to the Customer and marked with an individual name (login) and password, where the data provided by the Customer, information about Digital Products purchased and other Website activities are stored.
 - g. **COPYRIGHT** - Copyright and Related Rights Act of 4 February 1994. (Journal of Laws No. 24, item 83 as amended).
 - h. **DIGITAL PRODUCT** - services and digital content available on the Website (e.g. online courses, online training, and tests, etc.) provided by the Customer in digital form from the Customer Panel via the Website, in particular by enabling the Service Recipient to access and use them within the Customer Panel.
 - i. **ENTREPRENEUR ON THE RIGHTS OF CONSUMER** - a natural person for whom the use of the Website (including the purchase of access to Digital Products) is directly related to his/her business activity, when the circumstances indicate that it is not of a professional nature for this person, resulting in particular from the subject of his/her business activity, made available on the basis of the provisions of the Central Register and Information on Business Activity.

- j. **REGULATIONS** - these regulations of the Website.
- k. **WEBSITE, SITE** - the website operated by the Service Provider and available at the Internet address <https://route2open.com>, including subdomains.
- l. **ELECTRONIC SERVICE** - a service provided electronically by the Service Provider to Service Recipients via the Website in accordance with the Regulations.
- m. **SERVICE RECIPIENT, CUSTOMER** - each entity using or intending to use the Website, including those using or intending to use a Digital Product, that is: (1) a natural person with full legal capacity, and in cases provided for by generally applicable regulations also a natural person with limited legal capacity; (2) a legal person; and (3) an organizational unit without legal personality, to which the law grants legal capacity.
- n. **SERVICE PROVIDER** - ROUTE2OPEN SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ based in Leszno (registered office and correspondence address: ul. Austriacka 4, 64-100 Leszno, Poland), entered in the Register of Entrepreneurs of the National Court Register under KRS number 0000932849; the registry court where the company's documentation is kept: District Court Poznań-Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register; share capital amounting to: 5000,00 PLN; NIP 7831846387, REGON 520458535, e-mail address: info@route2open.com.
- o. **CONSUMER RIGHTS ACT** - Act of 30 May 2014 on consumer rights (Journal of Laws 2014 item 827 as amended).
- p. **ORDER** - Customer 's declaration of will, making using the Order Form, aimed directly at concluding a contract for the supply of a Digital Product.

2) GENERAL CONDITIONS OF USE OF THE WEBSITE

1. The Service Recipient is obliged to use the Site for its intended purpose and in accordance with these Regulations, in a manner consistent with the law and good practice, with due regard for the personal rights and copyrights and intellectual property of the Service Provider, other Service Recipients and third parties. The Service Recipient is obliged to enter factually correct data. The Service Recipient is prohibited to provide unlawful content. The Service Recipient is prohibited from using the Website to send unsolicited commercial information (spam). The Service Recipient is also prohibited from taking any action which may have the purpose or effect of interfering with the proper functioning of the Website or causing damage to the Service Provider or other Service Recipients.
2. Pursuant to Article 14 sec. 1 of the Act on Provision of Electronic Services of 18 July 2002 (Journal of Laws 2002 No. 144, item 1204 as amended), Service Provider shall not be liable for data posted on the Website by Service Recipients if Service Provider is not aware of the unlawful nature of such data or related activities. If the Service Provider receives an official notification or obtains reliable information on the unlawful nature of the data or related activities, the Service Provider shall take appropriate steps to immediately prevent access to such data.
3. For proper use of the Website and the Digital Products, it is necessary to meet the following technical requirements: (1) computer, laptop, tablet or other multimedia device with access to the Internet; (2) access to electronic mail; (3) web browser in the current version: Mozilla Firefox, Opera, Google Chrome, Safari or Microsoft Edge; (4) enabling Cookies and Javascript in the web browser.
4. The Service Provider makes reasonable efforts to ensure that the use of the Website is safe for the Service Recipients. However, the use of the Website is connected to the standard dangers occurring on the Internet. The primary threat to any user of the Internet, including persons using the Electronic Services and Digital Products, is the possibility of "infecting" the data communications system by various types of malicious software created primarily to cause damage or gain unauthorized access to Service Recipient data. In order to avoid or at least minimize the risks associated with this, Service Provider recommends that the Service Recipient equips his/her device, which he/she uses to connect to the Internet, with an anti-virus program and keep it updated by installing its latest version, as well as keep the Internet browser and the operating system of his/her terminal device up to date.

3) ELECTRONIC SERVICES AVAILABLE ON THE WEBSITE

1. Every Service Recipient may use Electronic Services under the conditions specified in the Regulations.
2. Use of the Website, including the Electronic Services, is free of charge, subject to access to Digital Products, which may be free of charge or charge in accordance with the conditions indicated on the Website page next to the Digital Product.
3. Electronic Services on the Website are: **Account (Customer Panel), Forum, Newsletter.**
4. After logging into the Account, the Service Recipient gains access to the functionality and resources of the Website, for which the requirement of having an Account has been reserved. In particular, from the level of the Customer Panel, it is possible to play Digital Products to which the Service Recipient has already purchased access.
5. A detailed description of Electronic Services and the principles of their operation is available in the Regulations below and on the Website, in particular in the form of messages, instructions, and explanations displayed during the use of the Website.

4) USE OF THE CUSTOMER PANEL

1. The use of an Account is possible after the Service Recipient's registration on the Website, which takes place after completing three consecutive steps - (1) filling in the registration form by the Service Recipient available on the Website, (2) approving the content of the form by clicking on the **"Create Account"** box and (3) clicking on the activation link sent automatically to the provided e-mail address and confirming the activation - at this moment a contract for the use of an Account is concluded between the Service Recipient and the Service Provider. In the registration form, it is necessary for the Service Recipient to provide the following details concerning the Service Recipient: e-mail address, password, name, and nickname. After logging into an Account, the Service Recipient has the opportunity to complete additional data, including adding a profile photo, but this is not mandatory. The use of the Account and its particular functionalities may require the provision of other data by the Service Recipient - each time the information about the scope of data required is given on the Website, before using a particular functionality.
2. For security reasons, the Service Recipient shall ensure that the chosen password for logging into the Account is appropriately complex and is not a repetition of the password used by the Service Recipient elsewhere on the Internet.
3. An Account may also be created using the login details for Google or one of the social networks indicated on the Account registration form on the Website (Linkedin or Facebook). If the Service Recipient has an account with Google or a social network, it is sufficient for the Service Recipient to log in to the Website using this account, and the Service Recipient's Account shall be created upon the first logging in.
4. Each Account is assigned a public profile (profile page) of the Service Recipient which contains basic, publicly available information on the Service Recipient (name and surname/name, avatar, information on activities on the Forum) which may be viewed by other visitors to the Site. The Service Recipient has the right to change his/her profile data displayed on the Site by using the appropriate options in the Account settings. A Service Recipient with an Account may be observed or, after logging into his/her Account, may observe the profiles of selected Service Recipients in order to receive internal notifications on their activity on the Forum.
5. An Account on the Website allows full use of the functionalities of the Website, including access to and use of Digital Products. From the Customer Panel (Account), the Service Recipient may manage, change and delete his or her data provided in the Account, may view the orders placed for Digital Products, may manage the privacy rules and the manner of using of the Website under the available options. The Customer Panel also allows full use of the Forum and communication with other Service Recipients and Service Providers within the Website.
6. The Service Recipient is obliged to update his/her data provided within the Customer Panel in case of any changes.
7. The Service Recipient is obliged to keep access to the Customer Panel secret from third parties. The Service Recipient is not permitted to make his Account available to other persons, in particular by means of leasing or lending.
8. The Service Recipient may have only one Account on the Website at a time.

9. The Electronic Service Account is provided free of charge for an indefinite period of time, with the exception of Digital Products, access to which may be paid for and limited in time according to the conditions specified next to the Digital Product on the Website.
10. The Service Provider reserves the right to suspend and ultimately delete the Service Recipient's Account in the following cases:
 - a. if the Service Recipient flagrantly or persistently violates any point of these Regulations;
 - b. where the Service Recipient is in arrears with any due and payable payments due to the Service Provider for providing access to Digital Products;
 - c. if the Service Recipient's actions unlawfully damage the Service Provider's or the Website's reputation;
 - d. if the Service Recipient uses the Website in a way that is incompatible with its purpose, in particular by breaching the license conditions regarding the prohibition on distributing, copying, and placing Digital Products on the market;
 - e. if the Service Recipient's actions pose a threat to the security of the Service Provider's computer system and the Website or to the security of other Service Recipients during their use of the Website;
 - f. when the Service Recipient provides unlawful, vulgar, and offensive content on the Website, content violating other people's personal rights and copyrights or other intellectual property rights, content violating good customs and rules of social life.
11. Suspension of the Account consists of complete switching off the possibility for the Service Recipient to log into the Account. During the suspension, it is not possible to use any functions and resources of the Account.
12. The Account may be suspended for a definite period indicated by the Service Provider or indefinitely - until the reason for its suspension ceases to exist. During the suspension of the Account, the Service Recipient has to take steps to eliminate the reason for the suspension and, upon its elimination, has to inform the Service Provider immediately. The Service Provider shall activate the Account immediately, no later than within 7 calendar days from receiving information that the reason for its suspension no longer exists.
13. Before deciding to suspend the Account, the Service Provider shall, if possible, summon the Service Recipient to stop the infringements, and only if the summons proves ineffective or impossible - the Service Provider may suspend the Account. The Service Provider may also suspend the Account without prior notice if it is required by the gross nature of the violations committed or if the violations are of a repeated or persistent nature and despite the suspension of the Account already applied by the Service Provider.
14. Immediately following the decision to suspend the Account, the Service Provider shall send a message to the Service Recipient informing him/her of the reason for the suspension to the e-mail address assigned to his/her Account. The message referred to in the previous sentence shall also contain information on whether the suspension is for a definite or indefinite period.
15. If the suspension of the Service Recipient's Account lasts for at least 30 calendar days and the reasons for its suspension still persist, the Service Provider is entitled to terminate the contract for use of the Service Recipient's Account with a 15 day notice period by sending a relevant statement to the Service Recipient's e-mail address. Upon expiry of the notice period, the Account shall be deleted.
16. The Service Recipient has the possibility at any time and without providing reasons to delete the Account (resignation from the Account) through its own deletion using the option of deleting the Account available within the Account or through sending the appropriate request to the Service Provider, for example by e-mail to: info@route2open.com. After the deletion of an Account, it shall not be possible to log into the Account and to use its resources and functionality.
17. Deletion of an Account by any means shall not entitle a Service Recipient who is not a Consumer or an Entrepreneur on the rights of Consumer to a refund for the unused period of use of the Digital Products.
18. The deletion of the Account shall be without prejudice to the Service Provider's ability to continue to store the necessary data of the Service Recipient for the period necessary to fulfill the other purposes of processing (other than maintaining the Account) in accordance with the privacy policy of the Website.

5) USE OF THE FORUM

1. Browsing the Forum is generally possible by all visitors of the Website and does not require having an Account at the Website. However, the Forum may have groups or threads with restricted access, in which case they are visible only to persons invited to it and have an Account on the Website. Participation in the Forum is only possible for Service Recipients who have an Account and are logged in to it. The Forum shall be accessible after going to the "Forum" tab visible on the Website page.
2. The most important function of the Forum is the possibility for Service Recipients to publish their statements (posts). The Service Recipient may post a post, starting a new thread with a topic specified by the Service Recipient in accordance with the general topic of a selected section of the Forum, or adding a reply to an existing thread in the Forum. If in doubt, the Service Recipient should read the name and description of the relevant Forum section and thread before deciding to post there.
3. The Service Recipient may observe selected threads on the Forum in order to receive internal notifications of any new activity in a given thread.
4. The publication of a statement on the Forum requires the completion and sending of an interactive form in which the Service Recipient is obliged to provide at least the subject and content of his/her statement. In the form, the Service Recipient may also send files, photos, and other materials that will be attached to his statement on the Forum. The Service Recipient's statement becomes visible to all people visiting the Forum at the time it is added.
5. Statements posted on the Forum by the Service Recipient should be related to the subject matter of the Forum, the selected section, and the given thread on the Forum. Statements should relate to the content being commented on.
6. The Service Recipient shall ensure that all statements posted by him/her are clear, understandable, and not misleading to other Service Recipients and he/she should be respectful of other Service Recipients.
7. It is prohibited to post messages that offend other Service Recipients and violate their personal rights. The Service Recipients are prohibited from using the Forum to send unsolicited commercial information (spam), harass and disturb other Service Recipients, phish data and send illegal content, vulgarities, content inciting to spreading hatred, racism or xenophobia, or other content contrary to well-understood rules of netiquette, good manners, and principles of social coexistence.
8. In case of doubt, any statements posted by the Service Recipient on the Forum, in particular advertisements for goods or services, shall be considered to be for information purposes only. The information posted by the Service Recipient on the Forum shall not be deemed a binding commercial offer within the meaning of Article 66 § 1 of the Civil Code. Any transactions, agreements, or other obligations should be preceded by an individual contact between the interested Service Recipients and agreeing on the details outside the Website. The Website is not intended as an intermediary in concluding contracts between Service Recipients.
9. The Forum is co-created by Service Recipients, who are independent third parties to the Service Provider, and they may publish their own content, opinions, views and data in the Forum. The Service Provider warns that the Service Recipient should always carefully and prudently evaluate and verify the statements of other Service Recipients presented on the Forum. The information found in the Forum should never be the sole source of information on any topic of interest to the Service Recipient, nor should it form the sole basis for any decision made by the Service Recipient.
10. The Service Provider warns the Service Recipient of the risks associated with interacting with other persons using the Forum, especially if the Service Recipient cannot be sure of the identity of that person or the reliability of his/her published statements. Service Recipients should always be cautious in contacts with other Service Recipients and not give out any data they consider confidential, especially their Account login details.
11. The Service Provider may use moderators on the Forum, i.e. persons acting on behalf of the Service Provider, who have the authority to moderate the content, including changing and deleting it, to the extent and on the basis provided for in these Regulations. Moderation is only of auxiliary character, however, due to moderators' limited working time, the scale and number of posts, their diversity and possible difficulties connected with verification of their content, the presence of moderators does not mean that all content on the Forum is verified and complies with the Regulations. Pursuant to Article 15 of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws 2002, No. 144, item 1204, as amended), Service Provider is not obliged to check the data of Service Recipients transmitted, stored or made available on the Forum.

However, the Service Provider has the right to immediately amend or delete the content of the Service Recipients if it receives an official notification or otherwise has a reasonable suspicion of its unlawfulness.

6) USE OF A NEWSLETTER

1. Signing up for the Newsletter is possible after completing two consecutive steps by the Service Recipient: (1) providing in the Newsletter window visible on the Site the e-mail address to which subsequent editions of the Newsletter are to be sent and (2) clicking the **"Sign up"** box - at that moment the Service Recipient's e-mail address will be saved in the Service Provider's mailing database.
2. The Service Recipient may also subscribe to the Newsletter when placing an Order using the Order Form - in order to do so, it is necessary to tick the relevant checkbox for subscribing to the Newsletter - the Service Recipient shall also subscribe to the Newsletter as soon as the Order is placed.
3. The Newsletter Electronic Service shall be free of charge for an indefinite period of time. The Service Recipient has the opportunity, at any time and without giving reasons, to unsubscribe from the Newsletter (resignation from Newsletter) by sending a relevant request to the Service Provider, in particular via email to the following address: info@route2open.com.

7) PLACING ORDERS, ACCESS TO DIGITAL PRODUCTS

1. Through the Website, it is possible to conclude a contract for the provision of Digital Products available on the Website. The Customer does not receive the ownership of the Digital Product - the subject of the contract between the Service Provider and the Customer is the access to the Digital Product on the Website under the conditions specified in the Regulations.
2. There are paid and free Digital Products available on the Website.
3. In the case of free Digital Products, it is possible to view them without having an Account on the Website (in this case, the User can only view the content of a Digital Product, without being able to fully use it, in particular without the possibility of implementing, tracking progress and completing and receiving a certificate of completion of a given Digital Product, e.g. an online course or training.
4. The Service Recipient who has an Account is able to fully benefit from the free Digital Products (in particular, its implementation, tracking progress and completion, and receiving a certificate of completion) - in this case, after logging into his/her Account, the Service Recipient is able to choose a free Digital Product available on the Website and start using it without having to make an additional Order using the Order Form - as soon as the Digital Product starts being used, a contract for the supply of the free Digital Product is concluded.
5. In the case of paid Digital Products, the Customer without an Account on the Website and the Customer with an Account may only read the description and terms of use (including price) of a paid Digital Product. In order to be able to start using it, it is necessary to place an Order using the Order Form - the conclusion of the contract for the provision of the Digital Product with the Service Provider shall take place in this case after the Order has been placed by the Customer using the Order Form.
6. Detailed information on the Digital Products available, their prices, themes, and content is provided to the Customer on the Website, including before the Order is placed.
7. The price of the Digital Product displayed on the Website is given in the currency indicated on the Website and includes taxes. The Customer shall be informed of the total price, including taxes, as well as of other costs and, when the amount of these charges cannot be determined, of the obligation to pay them, on the Website pages during the Order placement process, including the moment of expressing the Service Customer's will to be bound by the agreement.
8. Placing of the Order starts from the moment the Customer adds the first Digital Product to the electronic shopping cart available on the Website or from the moment the Customer starts filling in the Order Form available on the Website on the page of the given Product.

9. The Order is placed when the Customer completes two consecutive steps in total - (1) filling in the Order Form with the data indicated as mandatory and (2) clicking the **"Order and pay"** button on the Website page after filling in the form - until this point, it is possible to modify the data entered on your own (for this purpose, please follow the messages displayed and the information available on the Website). In the Order Form it is necessary for the Customer to provide the following data: name and surname, address (street, house/flat number, postal code, city, country), contact telephone number, and e-mail address. In the case of a Customer who is not a Consumer and would like to receive an invoice, it is necessary to provide the company name, address of the registered office/place of business, and NIP number.
10. After placing an Order, Service Provider shall immediately confirm its receipt and at the same time accept the Order for execution. Confirmation of receipt of the Order and its acceptance for execution shall be made by Service Provider sending an appropriate e-mail to the Customer's e-mail address provided during the submission of the Order, which contains at least a statement by Service Provider that the Order has been received and accepted for execution, and confirmation of the terms of the contract for the supply of the Digital Product. As soon as the above email is received by the Customer, the contract between the Customer and the Service Provider is concluded.
11. The Electronic Service Order Form is provided free of charge and on a one-time basis, and ends when the Order is placed through it or when the Customer ceases to place the Order through it earlier.
12. Immediately after placing the Order, the Service Recipient is redirected to an external electronic payment gateway. The Customer can pay for the Order by electronic payment or payment card via:
 - a. Electronic and card payments via Stripe.com. The payment service is operated by Stripe Payments Europe, Ltd. (1 Grand Canal Street Lower, Grand Canal Dock, Dublin, Ireland).
 - b. PayPal.com - the company PayPal (Europe) S.a r.l. & Cie, S.C.A., 5th floor 22-24 Boulevard Royal, L-2449, Luxembourg.
13. The Customer should make the payment immediately, no later than 5 calendar days from the conclusion of the contract for the supply of the Digital Product.
14. Access to the paid Digital Product is activated as soon as payment is made by the Customer, but no later than 48 hours after the Service Provider's bank or billing account is credited.
15. The content of the agreement concluded with the Service Provider is recorded, secured and made available to the Customer by (1) making these Regulations available on the Website before the purchase is made, (2) sending an e-mail to the Customer after the Order is placed and (3) recording the purchase in the transaction history in the Customer's Account. The content of the agreement is additionally recorded and secured in the system of the Website.

8) RULES FOR THE USE OF DIGITAL PRODUCTS, LICENSE

1. Access to the Digital Products is only available to Service Recipients and under the terms of the Regulations.
2. Detailed information on the Digital Products available, their prices, themes, and content is provided to the Customer on the Website, including before the Order is placed.
3. The Digital Products are made available for use from the Customer Panel on the Website. The Customer does not have the option of downloading and storing Digital Products in the memory of his/her terminal device.
4. Access to Digital Products may be limited or unlimited in time - depending on the information provided in the description of the Digital Product on the Website.
5. For Digital Products that are online courses/trainings, the Service Provider shall have the option to provide the Service Recipient with a certificate of participation in a given course/training or to grant a "badge" of participation in a given course/training visible to other Service Recipients of the Website. Information on the possibility and conditions of making a certificate or badge available is given in the description of the Digital Product on the Website. The certificate will be made available for download or the badge will be awarded after completion of a given course / online training and after fulfillment of any additional conditions indicated in the description of a given Digital Product (e.g. passing a test available after completion of a given course/training).

6. The Digital Products made available to the Customer through the Website are subject to Copyright (work). The Customer's use of a Digital Product constituting a work within the meaning of the Copyright Law and thus being protected by the Copyright Law is possible only for the Customer's own individual use, to the extent specified in these Regulations and the provisions of the Copyright Law.
7. The Customer does not receive ownership of any copyright to the Digital Product and its content. Upon the conclusion of the contract, and in the case of payable Digital Products upon payment, the Customer is granted a non-exclusive, non-transferable, non-transferable and non-sublicensable (including without the right to authorize other people to use the Digital Product within the scope of the granted license) license to use the Digital Product, including the right to use the copyrights, without limitation as to territory or time (unless applicable time limitations are specified in the description of the Digital Product), by displaying, using and playing the Digital Product from the Customer Panel, to the extent necessary for the use of the Digital Product in accordance with its intended purpose as indicated in its description on the Website.
8. All rights other than those expressly granted to Customer are reserved by Service Provider. In particular, Customer is prohibited from recording and reproducing the Digital Product in any way and from distributing and placing on the market it in any form. The Customer is not allowed to copy the Digital Product made available to him, except in cases permitted by mandatory law. The Customer is also prohibited from modifying, adapting, translating, decoding, decompiling, disassembling or any other attempt to interfere with the Digital Product, circumventing security measures to access its resources, including fixing the source code of the Digital Product, the Website, and the Customer Panel.
9. The Service Provider shall make reasonable efforts to ensure that the information, content and materials provided within the Digital Products are useful, reliable, consistent with the facts, their description on the Website, applicable standards and the expertise available to the Service Provider. However, the Service Provider does not expressly or impliedly warrant to the Customer that the Digital Product will prove to be useful for the purposes intended by the Customer, which the Service Provider did not know and for which the Service Provider did not confirm its usefulness. In the case of Digital Products including online courses or training, the results achieved by the Customer are also dependent on factors beyond the Service Provider's control, such as the Customer's own predisposition, amount of time invested and commitment to learning the knowledge provided in the Digital Products.
10. The provisions of these Regulations do not exclude or limit the mandatory statutory rights of the Customer who is a Consumer (or an Entrepreneur on the rights of Consumer), especially with regard to the right of withdrawal from the distance contract and the right to complain about the Digital Product due to its lack of conformity with the contract.

9) COPYRIGHT TO THE WEBSITE AND TO THE CONTENT OF SERVICE RECIPIENTS

1. Copyrights and intellectual property rights to the Website as a whole and its individual elements, including content, graphics, works, designs, and signs available within its scope belong to the Service Provider or other authorized third parties and are protected by the provisions of the Copyright and other generally applicable laws. The protection granted to the Website covers all forms of its expression.
2. Service Provider' and third parties' trademarks should be used in accordance with applicable laws.
3. In case of any doubt, it is understood that the Service Recipient using the Website does not receive any copyrights to the content and materials to which it gains access when using the Electronic Services provided by the Service Provider. The Service Recipient is granted only a non-exclusive, non-transferable, unassignable (including without right to sublicense) license to use such content, without territorial limitations, solely for the time and to the extent of use by the Service Recipient of Electronic Services in accordance with their intended use, generally applicable Copyright and these Regulations. The reservation referred to in the following point of the Regulations applies, in particular, to publications and other content that the Service Provider provides to the Service Recipients.

4. If the Service Recipient uploads content on the Site, including content that constitutes works as defined by Copyright, he/she must ensure that he/she holds the copyrights or other legally required permissions to disseminate such works on the Site. In the event that a third party brings a claim against the Service Provider for infringement of its rights as a result of the Service Recipient's posting certain content on the Site, the Service Recipient shall cooperate with the Service Provider in order to settle the dispute and, when needed, indemnify the Service Provider against any claims and liability for infringements committed by the Service Recipient.
5. Upon posting by the Service Recipient on the Site of content to which the Service Recipient holds copyright or other legally required permissions, the Service Provider is granted a royalty-free, non-exclusive, transferable and assignable license to use the received content, including the right to use the copyrights, without limitation as to territory and time (but not less than for the duration of the agreement for maintaining the Account), in the following fields of use: (1) permanent or temporary distribution, display, playback and storage of such content by digital technology, including by computer, mobile devices and the Internet, in the scope of the proper provision of Electronic Services to all Service Recipients of the Website; (2) permanent or temporary reproduction of such content, in whole or in part, by means of digital technology, to the extent that reproduction is necessary for the purposes of distribution, display, reproduction and storage for the aforementioned purposes and scope; (3) making it available to the public via the Website in such a way that everyone can access it at a time and place of their own choosing.

10) CONTACT WITH THE SERVICE PROVIDER

The main form of distance communication with the Service Provider is e-mail (e-mail: info@route2open.com), through which it is possible to exchange information with the Service Provider concerning the use of the Website, including technical assistance in case of any problems related to the operation of Digital Products and other Website functionalities. Service Recipients may also contact the Service Provider in other ways permitted by law, using the contact details specified at the beginning of the Regulations.

11) COMPLAINTS ON THE WEBSITE

1. The basis and scope of liability of the Service Provider towards the Service Recipient/Customer for the operation of the Website and Electronic Services, as well as for incompatibility of the Digital Products with the contract, are set out by generally applicable laws, in particular the Civil Code.
2. The Service Provider is obliged to provide the Service Recipient with a Digital Product free from defects. Service Provider is also responsible for exercising due diligence in ensuring the proper functioning of the Website and Electronic Services.
3. Complaints about Digital Products, Electronic Services, and other notifications regarding the operation of the Website should be submitted by the Customer/Service Recipient directly to the Service Provider, for example via e-mail (info@route2open.com) or in writing at the following address ul. Austriacka 4, 64-100 Leszno, Poland.
4. The Customer/Service Recipient is advised to state the following in the description of the complaint: (1) information and circumstances regarding the subject matter of the complaint, in particular, the type and date of occurrence of the defect or other irregularity; (2) expectations of the Service Recipient/Customer; and (3) contact details of the complainant - this will facilitate and expedite the processing of the complaint by the Service Provider. The requirements given in the preceding sentence are in the form of a recommendation only and do not affect the effectiveness of complaints submitted without the recommended description of the complaint.
5. The Service Provider shall respond to the complaint immediately, no later than within 14 calendar days from the date of its submission.
6. The Service Provider's liability for incompatibility with the contract towards the Service Recipient/Customer who is neither a Consumer nor an Entrepreneur on Consumer Rights is excluded.

12) RIGHT OF WITHDRAWAL

1. Service Recipient who has entered into a distance contract, including a contract for the supply of a Digital Product, may withdraw from it within 30 calendar days without giving any reason and without incurring costs. To meet the deadline it is sufficient to send a statement to the Service Provider before the deadline, for example via e-mail (e-mail: info@route2open.com) or in writing to the address: ul. Austriacka 4, 64-100 Leszno, Poland. The Service Recipient may use the model withdrawal form attached as Annex 2 to the Consumer Rights Act, but it is not obligatory.
2. The period for withdrawal shall run from the date of the conclusion of the contract with the Service Provider.
3. In the case of withdrawal from a distance contract, the contract shall be deemed not to have been concluded.
4. The Service Recipient shall not bear the cost of returning the Digital Product and shall not be obliged to pay for the use of the Digital Product until withdrawal from the contract.

13) OUT-OF-COURT COMPLAINT AND REDRESS PROCEDURES

1. This section of the Regulations and the provisions contained therein shall only apply to Service Recipients/Customers who are Consumers.
2. Detailed information about the possibility of using out-of-court complaints and redress procedures by the Consumer and the rules of access to these procedures are available on the website of the Office of Competition and Consumer Protection at https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php.
3. The consumer has the following examples of out-of-court complaint and redress procedures: (1) an application for dispute resolution to a permanent amicable consumer court (for more information, see [here](#); (2) an application for out-of-court dispute resolution to a provincial inspector of the Trade Inspection (more information on the website of the inspector competent for the place of business by the Service Provider); and (3) the assistance of a poviát (municipal) Consumer Ombudsman or a social organization whose statutory tasks include the protection of Consumers (e.g. Federation of Consumers, Association of Polish Consumers).
4. The EU consumer online dispute resolution platform (ODR platform) is available at <http://ec.europa.eu/consumers/odr>. The ODR platform is an interactive and multilingual website with a one-stop-shop for persons seeking to resolve out-of-court a dispute concerning contractual obligations arising from an online contract.

14) PROVISIONS CONCERNING ENTREPRENEURS

1. This section of the Regulations and all provisions contained therein are addressed and thus are binding only for the Service Recipient or the Customer who is not a Consumer, and also who is not an Entrepreneur on the Rights of Consumer.
2. Service Provider is entitled to take action at any time to verify the truthfulness, reliability, and accuracy of the information provided by the Customer/Service Recipient, in particular as provided in the Customer Account. In the course of such verification, the Service Provider is entitled, among other things, to require the Service Recipient/Customer to send a scan of any certificates, attestations, or other documents necessary for the verification. During the verification referred to in the preceding sentence, Service Provider is entitled to suspend access to the Customer Panel and suspend the execution of the Order for the duration of the verification.
3. The Service Provider may terminate the contract for the provision of Electronic Service with immediate effect and without giving reasons by sending the appropriate statement to the Service Recipient.
4. Any delay or failure to comply with the terms of service provision by the Service Provider shall not constitute grounds for withdrawal from the contract or claim damages for losses suffered or other equivalent payments if the non-performance or improper performance of services was caused by factors for which the Service Provider is not responsible and to which the Service Provider did not contribute.

5. The Service Provider shall not be liable to the Service Recipient/Customer for damages and non-fulfilment of obligations resulting from force majeure events (e.g. power or Internet outages, hacking attacks, natural disasters, epidemics, wars, riots, commotions, floods, fires) or any other causes beyond the Service Provider's reasonable control.
6. The Service Provider's liability to the Service Recipient/Customer, regardless of its legal basis, is limited - both for a single claim and for all claims in total - to the amount of the costs paid for the use of the Site and Digital Products, but not more than one thousand zlotys. The limitation of the amount referred to in the preceding sentence shall apply to all claims made by the Service Recipient/Customer against the Service Provider, including in the absence of purchases of Digital Products or claims not related to Digital Products. The Service Provider shall only be liable to the Service Recipient/Customer for typical damages foreseeable at the time of conclusion of the contract and shall not be liable to the Service Recipient/Customer for lost profits.
7. Any disputes arising between the Service Provider and the Service Recipient/Customer shall be submitted to the court having jurisdiction over the Service Provider's seat.

15) TECHNICAL INTERRUPTIONS AND FAILURES

1. The Service Provider makes every effort to ensure correct and uninterrupted functioning of the Website. However, due to the complexity and sophistication of the Website and its Electronic Services, as well as due to external factors beyond the Service Provider's control (e.g. DDOS attacks - distributed denial of service), it is possible that errors and technical failures will occur, preventing or limiting in any way the functioning of the Website, Electronic Services, and Digital Products. In such a case, Service Provider shall take all reasonable and feasible steps to ensure that the negative effects of such events are limited to the greatest possible extent.
2. In addition to interruptions caused by errors and technical failures, other technical interruptions may occur, during which the Service Provider takes measures to develop the Service and to protect it against errors and technical failures.
3. The Service Provider is obliged to plan technical interruptions in such a way that they are least disruptive to the Service Recipients, in particular, that they are planned for times of reduced traffic on the Site (e.g. night hours) and only for the time necessary for the Service Provider to perform the necessary actions. The Service Provider is obliged to inform the Service Recipients of planned technical interruptions well in advance, including the estimated duration of the planned interruption.

16) FINAL PROVISIONS

1. Agreements concluded on the basis of these Regulations shall be concluded in English or Polish (depending on the language version of the Website selected) and in accordance with Polish law.
2. Amendments to the Regulations:
 - a. Service Provider reserves the right to amend these Regulations for important reasons, that is: changes to the law; being subject to legal or regulatory obligations; changes to the scope or form of the Electronic Services or Digital Products provided; adding new Electronic Services or Digital Products; changes to the payment methods and deadlines; the need to counteract unforeseen and immediate threats related to the protection of the Website, including Electronic Services and Customers, against fraud, malware, spam, data breach or other threats to cybersecurity; changes to the Service Provider's data - to the extent to which these changes affect the implementation of the provisions of these Regulations.
 - b. Notice of proposed amendments shall be sent at least 15 days in advance of the effective date of such amendments, subject to point 16 sec. 2 letter e) and f) of the Regulations. The Service Recipient has the right to terminate the contract with the Service Provider before the expiry of the notification period. Such termination shall take effect 15 days after receipt of the notification.

- c. If a continuing contract is concluded (e.g. contract for the use of an Account), the amended Regulations bind the Service Recipient if the Service Recipient has been properly notified of the changes in accordance with the notification period prior to their implementation and has not terminated the contract during this period. In addition, at any time after receiving notice of the changes, the Service Recipient may accept the changes and thus resign from the further duration of the notification period. In the event that an amendment to the Regulations results in the introduction of any new fees or an increase in current fees, the Service Recipient, who is a Consumer, has the right to withdraw from the contract.
 - d. In other cases, the amendments to the Regulations will not in any way affect the rights acquired by the Service Recipient before the date of entry into force of the amendments to the Regulations, in particular, the amendments to the Regulations will not affect contracts already concluded for the supply of Digital Products.
 - e. The Service Provider may amend the Regulations without observing the 15-day notification period referred to in point. 16 sec. 2 of the Regulations, if the Service Provider:
 - i. is subject to a legal or regulatory obligation under which the Service Provider is required to amend the Regulations in a way that prevents the Service Provider from complying with the 15-day notification period;
 - ii. must exceptionally amend the Service Provider's Regulations to address unforeseen and imminent risks associated with protecting the Site, including the Electronic Services and Service Recipients from fraud, malware, spam, data breaches, or other cyber security threats.
 - f. In the cases referred to in point 16 sec. 2 letter e) of the Regulations, changes are introduced with immediate effect, unless it is possible or necessary to apply a longer period for introducing changes, which shall be notified each time by the Service Provider.
3. In matters not covered by these Regulations, generally applicable provisions of Polish law shall apply, in particular: Civil Code; Act of 18 July 2002 on the provision of services by electronic means (Journal of Laws 2002 No. 144, item 1204 as amended); Consumer Rights Act; Copyright and other relevant provisions of commonly applicable law.
4. These Regulations do not exclude provisions in force in the country of habitual residence of the Consumer concluding a contract with the Service Provider, which cannot be excluded by contract. The Service Provider shall in that case guarantee the Consumer the protection afforded to him under those provisions which cannot be excluded by contract.

17) MODEL WITHDRAWAL FORM

(ANNEX 2 TO THE CONSUMER RIGHTS ACT)

Model withdrawal form

(this form shall only be completed and sent if you want to withdraw from the contract)

- Addressee:

ROUTE2OPEN LIMITED LIABILITY COMPANY
4 Austriacka Street, 64-100 Leszno, Poland
info@route2open.com

- I/We(*) hereby give notice that I/we(*) withdraw from my/our(*) contract of sale of the following goods(*) contract of delivery of the following goods(*) specific task contract regarding making the following goods(*) /for the provision of the following service(*)

- Date of the conclusion of the contract(*)/of the receipt(*)
- Name and surname of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only if this form is sent on paper),
- Date

(*) Delete as appropriate.

Thank you for your careful reading!

If you have any questions, please contact us using the details provided in the introduction.

We look forward to working with you,

The route2open.com team