

TERMS AND CONDITIONS OF THE INTERNET SERVICE

www.tablehop.org

The internet service operating at www.tablehop.org is operated by TABLEHOP LIMITED LIABILITY COMPANY (spółka z ograniczoną odpowiedzialnością), with its registered office at: ul. Augustyna Szamarzewskiego 21/2, 60-514 Poznań, entered into the Register of Entrepreneurs maintained by the District Court Poznań – Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register, under KRS number: 0001198626, NIP: 7812097341, REGON: 542931049, hereinafter referred to as the **"Service Provider"**.

The Service Provider has made available an electronic contact point intended for direct communication with the authorities of the Member States, the Commission and the Digital Services Board, available at the following address: contact@tablehop.org.

The same channel may also be used by Users for quick and direct contact with the Service Provider. Written correspondence is also possible at the correspondence address indicated above.

Communication may be conducted in Polish or English.

§ 1 GENERAL PROVISIONS

1. The following meanings are established for the terms used:
 - a) TERMS AND CONDITIONS – these Terms and Conditions,
 - b) CONSUMER – a Client being a natural person using the Service for a purpose not directly related to their business or professional activity,
 - c) COURSE – training in virtual form, presented in the Service, participation in which is the subject of the Agreement,
 - d) AGREEMENT – an agreement for participation in a Course, concluded between the Service Provider and the User using the Service,
 - e) SERVICE – the internet service available at www.tablehop.org, through which the User may purchase access to and participate in a Course,
 - f) CONTENT — means all content provided by the Creator in the Service, including in particular a product, data, information, text, specified object, description, name, pseudonym, sign, photograph, image, sound, video, logo, and all other elements provided by the Creator in the Service, including at the time of registration, in an announcement, e-mail or on the Service website in an advertisement, e-mail or within the Creator's area/accounts,
 - g) CREATOR — means any User who has registered in the Service, has been approved by the Service Provider, has concluded an agreement with the Service Provider and has been admitted to tools enabling the creation and sharing of Courses within the Service,
 - h) USER – an adult natural person (or a minor with the consent of a parent/guardian), a legal person or an organisational unit without legal personality but having legal capacity, who, under the principles specified in these Terms and Conditions, participates in a Course,
 - i) LICENCE – the right granted to the Creator to use the Service and its functionalities.

2. The subject of the Service Provider's activity within the Service is to enable Users to participate, for a fee, in selected Courses available in the Service assortment, and, with regard to Creators, also to create Courses and place them in the Service.
3. Use of the above is possible only after registration and logging in of the User and the Creator in the Service.
4. The Service enables free browsing of the available assortment of Courses on individual subpages.
5. The sale of access to Courses is carried out via the Internet between the User as the buyer and the Service Provider. The relationship between the Service Provider and the Creator is governed by a separate agreement concluded between them.
6. Each User and each Creator using the Service is obliged to familiarize themselves with the content of these Terms and Conditions.
7. In order to streamline communication for potential and current Users and Creators, in the event of questions it is recommended, in the first instance, to use the appropriate information tabs.
8. All Content contained in the Service, including as regards its substantive correctness, is of an exclusively informational nature and does not constitute nor replace professional advice of a certified specialist and may, but does not have to, be supported by scientific research. The Service Provider conducts continuous and ongoing verification of Content and Courses as regards their substantive correctness and exercises due diligence in this respect, however it cannot guarantee such correctness at all times with respect to all Courses.
9. The Service Provider reserves that it bears no liability whatsoever for failure to achieve the expected results with regard to completion of the Course in the scope of the User's education.
10. After completion of the Course, the User has the right to provide a rating and an opinion regarding its quality. The possibility to provide a rating and an opinion on a Course, visible to the Creator, is available exclusively to Users who have completed a given Course. At the same time, the Service reserves the right to refuse publication of, moderate and remove opinions that violate provisions of law or the legitimate interest of the Service. Any removal or moderation of opinions takes place on the basis of Article 14 of the Act on Rendering Electronic Services and in accordance with the procedure described below in these Terms and Conditions.

§ 2 TECHNICAL CONDITIONS FOR USING THE SERVICE

1. Technical requirements necessary to use the Courses and services within the Service:
 - 1) Internet connection,
 - 2) properly configured web browser:
 - a) Samsung Internet version 20 or newer with JavaScript and Cookies enabled, or
 - b) Microsoft Edge version 105 or newer with ActiveX, JavaScript and Cookies enabled, or
 - c) Mozilla Firefox version 121 or newer with JavaScript applets and Cookies enabled, or
 - d) Opera version 91 or newer with Java applets, JavaScript and Cookies enabled, or

- e) Google Chrome version 105 or newer with JavaScript applets and Cookies enabled, or
 - f) iOS Safari version 15.4 or newer with JavaScript and Cookies enabled,
- 3) a current, active and properly configured e-mail account,
- 4) a monitor with a resolution not lower than 360×640 px for phones, 768×1024 px for tablets and 1366×768 px for computers.
2. The Service Provider informs that the Course creator, due to its complexity, may be launched exclusively on personal computers and is not available in the mobile version of the Service.
3. In the event that the Client uses hardware or software that does not meet the technical requirements specified above, the Service Provider does not guarantee correct functioning of the Service and reserves that this may have a negative impact on the quality and course of the procedure of concluding the Agreement and the operation of tools for Creators.
4. Additional technical requirements necessary to use digital content available in the Shop offer:
- a) enabled Cookies and JavaScript support,
 - b) software for reading MP4, AVI, MOV, WMV files,
 - c) software for reading MP3, WAV files,
 - d) software for reading PDF files,
 - e) software for reading PNG, JPG, JPEG files.
5. The Service Provider ensures that all opinions concerning Courses offered in the Service originate exclusively from Users who have purchased participation in a given Course and completed it. For this purpose, the Service limits access to the form for providing a rating and opinion on a Course only to Users who have an active account within the Service and on which the purchase of access and completion of a given Course has been registered.
6. The Service does not use automated decision-making as part of its operation. Alternatively, the Service may use profiling for direct marketing purposes, however decisions made by the Service Provider on its basis do not concern the conclusion or refusal to conclude an agreement or the possibility of using electronic services. The effect of using profiling may be, for example, granting a given person a discount, sending them a discount code, sending a proposal of a Course that may correspond to the interests or preferences of a given person or proposing better conditions compared to the standard offer. Despite profiling, it is the given person who freely decides whether they wish to use the discount or better conditions received in this way and purchase access to a Course.
7. For technical reasons, access to the Service using any programs other than web browsers is prohibited. This applies in particular to so-called bots, as well as other tools that simulate, replace or supplement the website interface. Moreover, the use of scripts and fully or partially automated programs that give the User an advantage over other Users of the Service is prohibited. This also includes fully or partially automated programs enabling self-updating (auto-refresh), as well as other additional mechanisms that are not factory-integrated with web browsers.
8. The Service Provider shall make every effort to ensure that the Service operates continuously without any disruptions. The Service Provider shall make every effort to

remove any possible Service malfunctions as quickly as possible. The Service Provider is entitled to introduce maintenance breaks.

9. The Service Provider bears no liability whatsoever for the operation, correctness of operation and security of using the Service in the event of using any ad-block type software or any other software affecting the display of content by the browser or interfering with its operation.
10. The User may subscribe to the Service newsletter, i.e. periodic sending of information about the Service Provider's products and services. In order to subscribe to the newsletter, the User enters their e-mail address in the newsletter form located on the Service website, simultaneously confirming consent to the processing of their personal data for this purpose and sending promotional content to the provided e-mail address. Messages sent as part of the newsletter will contain information on the possibility of unsubscribing, as well as a link to unsubscribe. The User may unsubscribe from the newsletter, without providing a reason and without incurring any costs, at any time, by submitting a statement of resignation via the Service e-mail: contact@tablehop.org or by selecting the resignation link in the e-mail message delivered with the newsletter.
11. During the term of the agreement with the User, the Service Provider has the right to add new functionalities to the Service, enriching the Service, and such functionalities may be additionally paid and optional to use or available under a subscription, with the right to index its price.
12. Due to the fact that the Service provides its services exclusively within the territory of the Member States of the European Union and the United Kingdom of Great Britain, the Service's website is not available outside this area, does not provide services beyond the above-mentioned territory, and therefore it is not possible, through the Service's website, to participate in Courses or other offerings available on it.

§3 CONTENT SAFETY

1. It is prohibited for Users and Creators to provide Content of an unlawful nature or otherwise inconsistent with the Terms and Conditions **in any form**. Such Content shall be deemed to include, in particular, Content that:
 - a) is inconsistent with the subject matter of the Service — statements should be related to the content appearing within the Service;
 - b) duplicates content that has previously appeared in the Service — prior to posting new content, the Client is obliged to ensure that similar content has not been posted earlier;
 - c) concerns technical matters related to the functioning of the Service – technical matters should be reported by Clients electronically to the Service e-mail address;
 - d) contains links leading to other websites or files;
 - e) serves to conduct prohibited advertising, promotional or marketing activities, in particular through posting advertisements, selling and promoting products, services, projects or collections;
 - f) serves to conduct activities prohibited by law, e.g. attempts at fraud or extortion of financial resources from other Clients;
 - g) incites violence against any living beings, including animals, or praises such violence;
 - h) propagates any fascist or other totalitarian system of state;
 - i) incites hatred or dangerous behaviour or praises such behaviour;

- j) defames, insults or otherwise infringes the rights or personal interests of third parties;
 - k) contains vulgarisms or other content of an offensive nature;
 - l) contains pornographic content;
 - m) violates the applicable legal order or principles of good morals in any other manner.
2. In the event of violation of the above guidelines, the Service Provider reserves the right to moderate and remove such Content without informing the person posting it. Posting the Content indicated above in the Service shall result in consequences provided for in these Terms and Conditions, including even removal of the account from the Service, permanent blocking of access thereto, or immediate termination of the agreement in the case of Creators.
 3. A User who considers certain Content in the Service to be illegal or inconsistent with the Terms and Conditions may submit a notification concerning such Content to the Service Provider. Such notification shall be submitted electronically and should contain an indication of the specific content, arguments for its removal and the details of the reporting person enabling their identification.
 4. Anonymous appeals shall not be considered.
 5. Notifications shall be examined within 14 days from the date of their receipt. The reporting person shall receive confirmation of receipt of the notification. The Service Provider shall notify the User or Creator of the decision taken electronically or in writing.
 6. The Service Provider's decision may consist in removing the Content or leaving it in the Service.
 7. The parties may appeal against the Service Provider's decision within 14 days from receipt of the justification for its removal. The decision on the appeal shall be final.

§ 4 REGISTRATION

1. Registration in the Service is free of charge but mandatory.
2. Registration in the Service for Users takes place on the basis of a correctly completed registration form, in which the Client provides the necessary identification data (first name, last name), e-mail address and password; accepts the current Terms and Conditions of the Service; and submits a declaration of consent to the processing of personal data to the extent necessary for the proper performance of participation in the Course. A message confirming the creation of the account shall be sent to the User's e-mail address provided in the registration form. Upon clicking the link contained in the registration confirmation message, an agreement concerning the maintenance of the account is concluded between the Service Provider and the User.
3. Registration of Creators takes place in the same manner as registration of a User of the Service, with the proviso that the Creator status itself, together with access to Course creation tools, is granted by the Service Provider after concluding an agreement with the Creator.
4. Registration and logging into the User account may also take place by linking the User's account on Facebook (within Meta services) or Google with the account in the Service, by

clicking the appropriate button during the registration or login process and following the instructions displayed on the screen originating from the provider of the linked account, in order to properly complete registration or login.

5. After registration in the Service, login takes place using the data provided in the registration form or modified on the basis of a later request of the User or Creator.
6. In order to delete an account from the Service (termination of the agreement), an electronic message with a request to delete the account should be sent to the Service Provider's e-mail address, including the identification data of the User or Creator currently registered in the Service, or the appropriate option should be selected in the account settings. With regard to Creators, deletion of the account occurs only after full settlement with the Service Provider.
7. The Service Provider may refuse to grant access to the Service if this is justified by the legitimate interest of the Service Provider, in particular in the event of:
 - a) conduct by Users, Creators or entities capital-wise or personally related to them of activities contrary to generally applicable laws, the Terms and Conditions or principles of good morals, including conducting or advertising activities competitive to the Service;
 - b) provision by the User of incomplete, untrue or misleading information.
8. Users, and Creators in particular, are not allowed to use the accounts of other Users or Creators, nor to make their account available to third parties. Violation of this rule shall result in termination of the agreement by the Service Provider without compensation, suspension of the account or other consequences provided for in the Terms and Conditions. The Service Provider reserves the right to impose on such User or Creator a contractual penalty in the amount of PLN 1,000.00 upon detection of such activity and to apply all other consequences provided for in these Terms and Conditions, including the possibility of pursuing compensation exceeding the amount of the penalty on general principles.
9. In connection with care for technical matters and in order to maintain the stability of the Service, the account of a User or Creator may be deleted by the Service Provider after a period of one year from the date of the last registered activity within it.

§ 5 ACCOUNT

1. As part of the User Account functionalities, the Service Provider provides motivational systems and other elements aimed at promoting User activity within the Service.
2. Within these systems, the following functionalities are available, among others:
 - a) Daily Tasks – a set of specified activities or actions within the Service, renewed in 24-hour cycles, for the completion of which the User may receive rewards specified in the account interface;
 - b) Day Counter (Streak) – a mechanism monitoring the continuity of the User's use of the Service. The counter indicates the number of consecutive days on which the User logged in or performed a significant action in the Service. Interruption of login continuity may result in resetting the counter;
 - c) Random Rewards – a system for granting bonuses (e.g. points, virtual items or access to premium content) within specific actions undertaken by the User;

- d) Badges and Achievements – graphic designations visible on the User’s account, granted automatically upon meeting specified conditions or reaching activity thresholds defined by the Service Provider.
3. The principles for granting rewards, types of daily tasks and conditions for obtaining badges are described in detail in the Service interface and may be subject to changes depending on ongoing promotional campaigns.
 4. All rewards obtained under the mechanisms described above are of a virtual nature, are inseparably linked to the User’s account and are not subject to exchange for monetary funds nor transfer to third parties, unless a separate promotion regulation provides otherwise.
 5. The Service Provider reserves the right to verify the manner of obtaining badges and completing tasks. In the event of detecting activities violating the Terms and Conditions, including the use of automated tools (bots) or other forms of fraud, the Service Provider has the right to revoke granted rewards, reset counters or even suspend the User’s account.
 6. The list of daily tasks is generated automatically and refreshed once every 24 hours. The refresh time is deemed to be 00:00 Central European Time (CET/CEST). Tasks not completed before the refresh moment expire irrevocably and do not carry over to the next day.
 7. A condition for completing a daily task is correct registration of the activity by the Service’s IT system. In the event of interruption of the User’s internet connection during task performance, progress may not be saved.
 8. In order for the day counter to be increased by one unit, the User must log into their Account and perform at least one significant interaction with the Service within a calendar day. Lack of User activity for a full calendar day results in automatic and irreversible resetting of the counter, regardless of the reasons for the lack of activity (including random events attributable to the User). The User shall not be entitled to any claims for restoration of the day counter status.
 9. The Service Provider reserves the right to introduce new badges and to modify the criteria for obtaining them, including those already existing, provided that such changes do not result in revocation of badges already obtained by the User, unless they were obtained as a result of a system error or abuse.
 10. The User does not acquire ownership rights to the elements described above, but only a licence to use them within the Service for the duration of the Agreement.
 11. The Service Provider shall not be liable for the inability to complete daily tasks or update the day counter resulting from technical reasons beyond the Service Provider’s control or from necessary technical breaks in the operation of the Service.
 12. Any attempts to manipulate the above-mentioned functionalities, including through the use of software errors (bugs), automation scripts (bots) or fictitious accounts in order to obtain benefits, constitute a gross violation of the Terms and Conditions and may result in forfeiture of all accumulated badges, etc., and in the Service Provider taking actions described in these Terms and Conditions, including pursuing compensation on this basis.

§ 6 RULES FOR CREATING COURSES BY CREATORS

1. After obtaining access to the Service, the Creator has the possibility to create Courses using the tools available in the Service and to publish them within the deadlines resulting from the agreement concluded with the Service Provider.
2. In order to obtain Creator status, it is first necessary to create a User account in accordance with the provisions of these Terms and Conditions. The Creator status is then assigned to the existing account by the Service Provider.
3. In the event of termination of the agreement with the Creator, the Service Provider shall remove the Creator status from the User account, while the account itself and access to the Service functionalities available to Users shall remain unchanged.
4. The Creator is obliged to commence creation of the Course in accordance with the content of the agreement concluded with the Service Provider and the Course plan previously provided to the Creator, immediately after obtaining access to the Service. After its creation and clicking "Publish", the Course is submitted to the Service Provider for verification and approval and is subsequently published in the Service and made available to Users.
5. The Service Provider shall not be liable for unlawful use of third-party intellectual property, including in particular trademark protection rights, by Creators, nor for infringement by Creators of copyrights or other rights of Users or third parties. In the event of use of such Content, the Creator has an absolute obligation to inform the Service Provider thereof during the Course creation process.
6. Despite conducting verification of Creators and created Courses, the Service Provider assumes no liability whatsoever for the content of Courses and Content posted in the Service. Users and Creators are subject to the prohibition on providing unlawful Content described above in these Terms and Conditions.
7. A Course may include in particular: video materials, interactive materials, tests, quizzes, tasks and surveys, PDF files or other downloadable materials, as well as written content, audio files and other educational materials made available within the Course. The exact layout, Content and other aspects of the Course are agreed with the Service Provider prior to its publication in the Service.
8. The Course shall be prepared by the Creator independently or using lawful, duly acquired materials and tools, shall comply with the Service Provider's standards regarding language, content and interactivity (specified in a separate agreement), and shall not contain any hidden commercial messages, product placement or affiliate links to external services not agreed with the Service Provider. In the event of violation of the above, the Service Provider has the right to take actions described in these Terms and Conditions.
9. The Course must be prepared in such a way that its textual Content can be converted into speech using Text-to-Speech (TTS) technology.
10. The Service Provider may submit comments to the Creator regarding the performance of the Course, also after its publication, in the event that the data contained therein becomes outdated or based on opinions of Users who participated in it. The introduction of changes shall be consulted between the Creator and the Service Provider in the manner described in the agreement concluded between the parties. In the event of lack of response from the Creator or refusal to introduce changes, the Service Provider has the right to introduce such changes independently or remove the Course from the Service.
11. The Service Provider is entitled to store and archive the Course for evidentiary, quality, educational and security purposes without time limitation.

12. Within the scope of Course creation, the Creator is obliged to clearly and unambiguously label all materials that were created in whole or in part using generative artificial intelligence (AI) systems. In the event that the Service Provider determines a high probability of machine authorship or identifies visible artefacts, logical or anatomical errors characteristic of generative processes in the materials (including, inter alia, image distortions), the Service Provider is entitled to refuse publication of such Course and has the right to require the Creator to re-prepare the material or a specific part of the Course independently and without the use of automated generative tools, under pain of removal of the Course from the Service or permanent refusal of its publication.

§ 7 TERMS OF USE OF THE SERVICE

1. The User uses the Service voluntarily and at their own responsibility. The User should ensure, on their side, the ability for correct functioning of a device compatible with the Service and its software to the extent dependent on the User (e.g. proper operation of the device).
2. The Service Provider shall not be liable for quality, performance or accuracy of the Service that is unsatisfactory to the User.
3. The Service Provider is neither obliged nor technically able to verify whether the Creator conducts business activity in compliance with regulations, in particular whether they have obtained the required permits, licences, etc. The Service Provider shall also not be liable for any damage resulting from any deficiencies on the part of Users in the above scope.
4. Users bear full responsibility for improper use of the Service and failure to comply with the provisions of these Terms and Conditions.

§ 8 ACCOUNT BLOCKING

1. The Service Provider may immediately block the account of a User or Creator and terminate the agreement for use of the Service with immediate effect and without the right to any compensation on this account if:
 - a) the User or Creator provides untrue information;
 - b) the User violates the provisions of the Terms and Conditions or applicable provisions of law;
 - c) the User intentionally misleads the Service Provider;
 - d) in other cases where the User's actions violate the interests of the Service Provider, hinder the operation of the Service, undermine trust or infringe the good name of the Service Provider, or where the Service Provider considers it justified for other important reasons.
2. Blocking of the User account occurs through a technical action, i.e. preventing the User or Creator from using the Service by means of the assigned login and password.

§ 9 PARTICIPATION IN A COURSE

1. Information on the available catalogue of Courses in the Service constitutes an invitation to conclude an agreement within the meaning of Article 71 of the Civil Code.
2. In order to participate in a Course, the User submits an invitation to conclude an agreement for the sale of participation in the Course within the Service. The ordering process for

participation in a Course begins with confirmation of the characteristics of the service through the Course description page. The User is informed of all the most important features of the Course and the conditions necessary to participate therein, the price and payment methods. Before placing an order for participation in the Course (by using the "Order and pay" button), the Client confirms that they have read these Terms and Conditions together with consent to the processing of personal data for the purposes of ordering participation in the Course.

3. Display by the Service of a message confirming acceptance of the order for participation in the Course after clicking the "Order and pay" button constitutes a declaration of acceptance of the invitation referred to above and conclusion of the agreement. If, before confirming placement of the order for participation in the Course ("Order and pay" button), the User leaves the Service, the agreement shall not be concluded.
4. The Service Provider is obliged to deliver the digital service immediately after conclusion of the agreement, unless the parties have agreed otherwise. Delivery of electronic content takes place immediately by electronic means after the payment has been credited by the Service Provider through its assignment to the User's account in the Service.
5. In the event that the Service Provider does not deliver the digital service immediately after conclusion of the agreement or within the agreed period, the User being a Consumer has the right to call upon the Service Provider to perform the service and subsequently withdraw from the agreement. Such a call shall be submitted electronically to the Service Provider's address indicated at the beginning of these Terms and Conditions. A Client being a Consumer may withdraw from the agreement without such a call after receiving information from the Service Provider on the impossibility of meeting the delivery deadline, if the Client previously stipulated the delivery deadline for the digital content as essential.
6. After completion of the Course, the User shall receive a certificate of completion of the event in electronic form to the address provided during account registration.
7. Any unauthorized recording (including via so-called screen capture) or duplication of Content belonging to the Service Provider and its subsequent dissemination without the written consent of the Service Provider is prohibited and shall result in the undertaking of appropriate legal steps, including in particular claims for appropriate compensation (including through court proceedings), blocking access to the Service, deletion of the User account and taking other steps provided for in these Terms and Conditions.
8. The User has access to the Course until their account is deleted from the Service.
9. The Service Provider may organise and conduct surveys in order to better understand and adapt training topics to user preferences. Participation in such surveys is completely voluntary, free of charge and takes place based on the provisions contained in the privacy policy.
10. The User also has the possibility to preview other Courses prepared by the same Creator within the Service.

§ 10 COMPLAINTS

1. The Service Provider is obliged to duly perform the agreed services.
2. In the event of identifying defects in the provided services, the User may submit a complaint and inform the Service Provider of the observed irregularities and document such irregularities for the purpose of verifying the objections.

3. A complaint may be submitted in electronic form or in writing to the Service Provider's address.
4. The Service Provider undertakes to examine the complaint within 14 days from the date of its submission and to inform the User of the resolution and further procedure in written form or via electronic mail to the e-mail address provided in the complaint submission or on another durable medium.
5. In the event of a dispute between the Service Provider and the User as to the legitimacy of refusal to accept the complaint, a User who is a Consumer is entitled to use out-of-court methods of complaint handling and redress. The User may use mediation or amicable dispute resolution by submitting to the institution before which the proceedings are to be conducted an appropriate form – an application for mediation or an application for consideration of the case by an arbitration court. A list of exemplary institutions together with contact details is available on the website www.uokik.gov.pl.

§ 11 RIGHT OF WITHDRAWAL FROM THE AGREEMENT

The User is not entitled to the 14-day period for withdrawal from the agreement resulting from rights granted to them as a consumer. Withdrawal is excluded pursuant to Article 38 points 1 and 12 of the Act on Consumer Rights, due to the fact that the agreement concluded with the Service Provider concerns the supply of digital content not delivered on a tangible medium, for which the consumer is obliged to pay a price, where the trader has commenced performance with the express and prior consent of the consumer, who was informed before commencement of performance that after performance by the trader they would lose the right to withdraw from the agreement and acknowledged this, and the trader provided the consumer with confirmation.

§ 12 PERSONAL DATA PROTECTION

Provisions concerning the protection of personal data of Users and Creators by the Service Provider are set out in the privacy and cookies policy published on the Service website.

§ 13 COPYRIGHT

1. These Terms and Conditions and all Content placed in the Service, including photographs and descriptions, constitute the subject of copyright within the meaning of the Act of 4 February 1994 on Copyright and Related Rights and are subject to legal protection.
2. Use of the Service on the basis of these Terms and Conditions and the account maintenance agreement does not mean acquisition by the User of any intellectual property rights to the Service or its elements.
3. In particular, it is prohibited to copy, modify and transmit electronically or otherwise the Service or its parts without prior written consent of the Service Provider; to use the Service in a manner inconsistent with the Terms and Conditions, the account maintenance agreement or generally applicable provisions of law; to destroy, damage, remove or modify IT, textual and graphic data of the Service or otherwise interfere with its operation; to download the content of the Service, in particular databases, and reuse them in whole or in part, without prior written consent of the Service Provider.
4. In the event of identification of a violation by the User of these provisions, independently of other rights provided for in these Terms and Conditions, the Service Provider shall be entitled to impose on the User a penalty in the amount of PLN 5,000.00 for each identified

violation of these provisions. The above does not exclude the possibility of pursuing compensation exceeding the amount of the stipulated penalty.

5. The relationship of the Service Provider with Creators in the scope of copyright is governed by a separate agreement in this regard.
6. The Creator grants the Service Provider consent for the free-of-charge use of their first name and last name, profile photograph and information on activities undertaken by them within the Service for advertising, promotional purposes and in other sponsored content displayed in or in connection with the Service Provider's products.

§ 14 FINAL PROVISIONS

1. A VAT invoice or another appropriate settlement document compliant with applicable tax regulations is issued for each transaction within the Service. The VAT invoice or other document is delivered electronically to the e-mail address provided by the User. Acceptance of the Terms and Conditions simultaneously constitutes consent to the delivery of invoices in electronic form.
2. Any disputes arising between the User and the Service Provider shall be resolved by the court having jurisdiction over the registered office of the Service Provider, with the proviso that with regard to Consumers such disputes shall be examined by the court having jurisdiction pursuant to the provisions of civil procedure.
3. These Terms and Conditions are governed by Polish law and shall be interpreted in accordance therewith.
4. These Terms and Conditions do not limit any consumer protection rights that may be granted to the User under mandatory provisions of law in the country of their residence.
5. In the event of discrepancies between the content of these Terms and Conditions and the provisions agreed between Creators or Users and the Service Provider in individual agreements concerning the provision of services, the provisions of such agreements shall prevail.
6. The Service Provider reserves the right to amend these Terms and Conditions. The Service Provider shall notify registered Users of amendments to the Terms and Conditions by e-mail, with the right to terminate the agreement within 14 days. Amendments to the Terms and Conditions enter into force after 14 days from notification.