

TERMS OF SERVICE FOR LEKEXAM.PL WEBSITE

TABLE OF CONTENTS:

1. GENERAL PROVISIONS
2. GENERAL TERMS OF USE OF THE WEBSITE
3. ELECTRONIC SERVICES AVAILABLE ON THE WEBSITE
4. TERMS OF SUBSCRIPTION PURCHASE
5. RULES FOR USING DIGITAL CONTENT (LICENSE)
6. CONTACT WITH THE SERVICE PROVIDER
7. COMPLAINTS
8. STATUTORY RIGHT OF WITHDRAWAL FROM THE AGREEMENT
9. OUT-OF-COURT COMPLAINT HANDLING AND CLAIM ENFORCEMENT METHODS
10. PROVISIONS CONCERNING ENTREPRENEURS
11. TECHNICAL BREAKS AND FAILURES
12. FINAL PROVISIONS

Thank you for visiting our website available at <https://lekexam.pl/> (hereinafter referred to as the "Website", "Service").

The Website serves as an informational platform for medical students and doctors. Through the Website, a set of functionalities and content is provided to help prepare for the Medical Final Exam and the State Specialization Exam (hereinafter referred to as the "Learning Panel").

The formula of this regulation assumes the establishment of general rules and conditions for using the Website, in particular the rules and conditions for using the functionalities and content available on the Website, placing orders, concluding and implementing agreements concluded through the Website between us and you.

These terms, if you decide to use the Website, regulate in particular the rules for using the Website and its functionalities, including issues of our responsibility.

We invite you to familiarize yourself with the regulations,

LEK Exam Team

1. GENERAL PROVISIONS

1. The owner of the Website is Mikołaj Roszkowski conducting business under the name MIKROSYSTEM - MIKOŁAJ ROSZKOWSKI registered in the Central Register and Information on Economic Activity of the Republic of Poland conducted by the minister responsible for the economy, with the following details: business address and address for correspondence: ul. ks. Konstantego Damrota 33a/8, 50-306 Wrocław; NIP: 9552316881, REGON: 368731537, email address: lekexam@gmail.com (hereinafter referred to as the "Service Provider").
2. The regulation is addressed to all entities using the Website, unless a provision states otherwise. The provisions of this Regulation are not intended to exclude or limit any rights of Consumers (and from January 1, 2021, also Businesses with Consumer Rights) conferred on them by mandatory provisions of law. In the event of any inconsistency between the provisions of this Regulation and the above-mentioned provisions, priority shall be given to the latter.
3. The terms used in this Regulation mean:
 - a. BUSINESS DAY - one day from Monday to Friday, excluding statutory non-working days.
 - b. BUSINESS WITH CONSUMER RIGHTS - a natural person for whom the use of Electronic Services (including Subscription purchases) is directly related to their economic activity, when the circumstances indicate that it does not have a professional character for that person, particularly arising from the subject of the economic activity carried out by them, made available on the basis of the provisions on the Central Register and Information on Economic Activity.
 - c. ORDER FORM - an Electronic Service, an interactive form available on the Website enabling the placing of an Order by the Service Recipient, including the selection of a Subscription plan and method of payment.
 - d. CIVIL CODE - Civil Code Act of April 23, 1964 (Journal of Laws No. 16, item 93, as amended).
 - e. CUSTOMER ACCOUNT, ACCOUNT - Electronic Service, identified by an individual name (login) and password provided by the Service Recipient, a set of resources and functionalities available in the Learning Panel. The Customer's Account contains data provided by the Customer, including information about the selected Subscription plan and other actions within the Website.

- f. CONSUMER - a natural person for whom the use of Electronic Services (including Subscription purchases) is not directly related to their business or professional activity.
- g. NEWSLETTER - Electronic Service, an electronic distribution service provided by the Service Provider via email, enabling all users of the service to automatically receive periodic content from the Service Provider in successive editions of the newsletter containing information about updates, news, and promotions on the Website.
- h. LEARNING PANEL - Electronic Service, an interactive application consisting of functionalities facilitating the organization of learning for medical exams by the Service Recipient, accessed through the Customer's Account.
- i. COPYRIGHT - Copyright and Related Rights Act of February 4, 1994 (Journal of Laws No. 24, item 83, as amended).
- j. DIGITAL CONTENT - textual and graphic content produced and delivered through the Website in electronic form, accessible from the Learning Panel (i.e., a database of exam questions along with explanations, comments, articles, and flashcards).
- k. REGULATIONS - the regulations of the Website.
- l. WEBSITE SERVICE, SERVICE - the website operated by the Service Provider and available at the internet address <https://lekexam.pl/> along with subdomains.
- m. SUBSCRIPTION - paid access to Digital Content in exchange for a recurring fee paid by the Customer according to the chosen billing period. The billing period and the subscription fee depend on the selected Subscription plan.
- n. ELECTRONIC SERVICE - a service provided electronically by the Service Provider to the Service Recipient through the Website in accordance with the Regulations.
- o. SERVICE RECIPIENT, CUSTOMER - any entity using Electronic Services, including those making Subscription purchases, namely: (1) a natural person with full legal capacity, and in cases provided for by universally binding provisions, also a natural person with limited legal capacity; (2) a legal person; and (3) an organizational unit without legal personality, granted legal capacity by law.
- p. SERVICE PROVIDER - Mikołaj Roszkowski conducting business under the name MIKROSYSTEM - MIKOŁAJ ROSZKOWSKI registered in the Central Register and Information on Economic Activity of the Republic of Poland conducted by the minister responsible for the economy, with the following details: business address and address for correspondence: ul. ks. Konstantego Damrota 33a/8, 50-306 Wrocław; NIP: 9552316881, REGON: 368731537, email address: lekexam@gmail.com.
- q. CONSUMER RIGHTS ACT - Consumer Rights Act of May 30, 2014 (Journal of Laws of 2014, item 827, as amended).
- r. ORDER - the Customer's declaration of intent aimed directly at purchasing a Subscription.

2. GENERAL TERMS OF USE OF THE WEBSITE

1. Any Service Recipient may use the Website on the terms indicated in the Regulations.
2. The Website consists of (1) a website where the Service Recipient can access general information and functionalities that do not require having a Customer Account, and (2) the Learning Panel, accessed after logging into the Customer Account.
3. The Service Recipient is obliged to use the Website in accordance with its intended purpose and these Regulations, in a manner consistent with the law and good manners, respecting personal rights as well as the copyrights and intellectual property rights of the Service Provider, other Service Recipients, and third parties. The Service Recipient is required to provide accurate data. The Service Recipient is prohibited from providing unlawful content. Service Recipients are prohibited from using the Website to send unsolicited commercial communications (spam).
4. For the proper use of the Website by the Service Recipient, the following technical requirements may be necessary: (1) a computer, laptop, tablet, or other multimedia device with internet access; (2) access to email; (3) an internet browser in the current version: Mozilla Firefox, Opera, Google Chrome, Safari, or Microsoft Edge; (4) enabling the browser's ability to store Cookies and support JavaScript.
5. Using the Website is associated with standard risks present on the internet. The primary risk for every internet user, including those using Electronic Services, is the potential "infection" of their teleinformatics system by various types of malicious software primarily created to cause harm or gain unauthorized access to the Service Recipient's data. To mitigate these risks, the Service Provider recommends that the Service Recipient equip their device used for internet access with antivirus software and keep it updated regularly by installing the latest versions, as well as regularly updating their internet browser and operating system.
6. The Service Provider adheres to Article 14(1) of the Act on Rendering Electronic Services of July 18, 2002 (Journal of Laws of 2002, No. 144, item 1204, as amended), according to which: the provider who, by providing resources of a teleinformatics system for data storage by the service recipient, is unaware of the unlawful nature of the data or the activities associated with them, and in the event of receiving an official notification or obtaining credible information about the unlawful nature of the data or the activities associated with them, shall immediately prevent access to such data, is not liable for the stored data.
7. The Administrator of personal data processed on the Website in connection with the implementation of the provisions of this Regulation is the Service Provider. Personal data is processed for the purposes, for the period, and based on the grounds and principles indicated in the privacy policy published on the Website. The privacy policy primarily contains rules regarding

the processing of personal data by the Administrator on the Website, including the grounds, purposes, and period of personal data processing, as well as the rights of individuals whose data is processed, and information regarding the use of cookies and analytical tools on the Website. The use of the Website is voluntary. Similarly, the provision of personal data by users of the Website is voluntary, subject to exceptions indicated in the privacy policy (e.g., the use of Electronic Services and the Administrator's legal obligations)

3. ELECTRONIC SERVICES AVAILABLE ON THE WEBSITE

1. The use of most Electronic Services is possible after prior registration of a Customer Account. A Customer with an Account can specifically use the following Electronic Services:

- Access to Digital Content.
- Learning panel
- Ability to report concerns and feedback on Digital Content.
- Creating custom sets of questions and flashcards.
- Conducting practice exams.
- Access to statistics from conducted practice exams.
 - b. Newsletter.
 - c. Order Form.

2. The use of Electronic Services is free of charge, with the exception of the Learning Panel.

3. Access to the Learning Panel is available free of charge for a trial period of 24 hours from the moment of registration of the Account on the Website. After the trial period expires, access to the Learning Panel is automatically suspended unless the Service Recipient purchases a Subscription in accordance with section 4 of the Regulations.

4. The trial period mentioned in section 3.3 of the Regulations is one-time and cannot be suspended or reinstated.

5. Service Recipient's Account - Registration of the Service Recipient's Account occurs after the Service Recipient completes two consecutive steps: (1) filling out the interactive registration form available on the Website and (2) clicking the "Register" button. The registration form requires the Service Recipient to provide the following data: username (login), email address, university name, year of taking the exam, and password.

6. The Service Recipient must choose a password with an appropriate level of complexity that is not a repetition of the password used by the Service Recipient elsewhere on the internet.

7. The Service Recipient is obliged to keep the data provided within the Account up to date in case of any changes.

8. The Service Recipient is obliged to keep the access data to the Account confidential from other individuals. Service Recipients are prohibited from providing access to the Account to third parties, including through lease or loan.

9. The Service Recipient can only have one Account on the Website at a time.

10. The Electronic Service of the Service Recipient's Account is provided free of charge for an indefinite period, with the exception of the Learning Panel. The use of the Account without active access to the Learning Panel is limited solely to logging into the Account and placing orders using the Order Form.

11. The Service Provider reserves the right to suspend the Service Recipient's Account if, despite prior warning from the Service Provider specifying the reason, the Service Recipient continues to violate the terms of use of Electronic Services by:

- I. Using Digital Content in a manner that violates the licensing terms established in the Regulations.
- II. Defaulting on any payments owed to the Service Provider.
- III. Damaging the reputation of the Service Provider or the Website.
- IV. Providing false or incomplete (when required) personal data within the Website.
- V. Publishing, transmitting, or disseminating any unlawful content (including offensive, vulgar, false, SPAM, factually inaccurate, defamatory, or infringing content) on the Website, through the Service Recipient's Account, and the Learning Panel.
- VI. Distributing information promoting, directly or indirectly, other services, websites, applications, and content that are competitive with the Service Provider and the Website.

12 .Account suspension may occur for a specified period determined by the Service Provider or indefinitely, until the reason for suspension ceases. During the suspension of the Account, the Service Recipient can log into the Account, but cannot use the functionalities and resources of the Learning Panel. During the suspension of the Account, the Service Recipient is required to take actions to eliminate the reasons for its suspension, and after their removal, the Service Recipient is obliged to inform the Service Provider immediately. The Service Provider will activate the Account immediately after the reason for its suspension ceases, no later than within 7 business days from the date of receiving information about it.

13 .In the event of Account suspension lasting more than 30 calendar days and the absence of cessation of the reasons for its suspension, the Service Provider has the right to terminate the agreement with the Service Recipient for the use of the Electronic Service Account with a 7-day notice period. Termination entails the deletion of the Account and associated data, as well as the termination of access to Digital Content under the Subscription purchased by the Service Recipient.

14. The Service Recipient has the possibility to delete the Account (resignation from the Account) at any time and without giving a reason by sending a relevant request to the Service Provider, especially via email to: lekexam@gmail.com.

15. Deleting the Account in any mode does not affect the Service Provider's ability to store the Service Recipient's data for the time necessary to achieve other processing purposes (other than managing the Account) in accordance with the privacy policy of the Website.

16. Deleting the Account does not entitle the Service Recipient to a refund for the unused Subscription period. The reservation mentioned in the previous sentence does not exclude or limit any binding statutory rights of Consumers (and from January 1, 2021, also Companies as Consumers) especially in terms of the right of withdrawal from the agreement.

17. Newsletter - subscribing to the Newsletter occurs after checking the appropriate checkbox during the Account creation process - from the moment the Account is created, the Service Recipient's email address is added to the Service Provider's mailing list.

18. The Electronic Service Newsletter is provided free of charge for an indefinite period. The Service Recipient has the possibility to unsubscribe from the Newsletter (resignation from the Newsletter) at any time and without giving a reason by sending a relevant request to the Service Provider, especially via email to: lekexam@gmail.com.

19. Order Form - using the Order Form begins when the Service Recipient selects a Subscription plan from the price list available on the Website. Placing an Order occurs after the Service Recipient completes two consecutive steps: (1) filling out the Order Form with the data indicated as mandatory and (2) clicking the "Confirm Purchase" button - up to this point, there is the possibility of independently modifying the entered data (for this purpose, follow the displayed messages and information available on the Website).

20 .Service Recipients are prohibited from placing Orders for any purpose other than purchasing a Subscription.

21. The Electronic Service Order Form is provided free of charge and is one-time. Using the Order Form ends when the Service Recipient places an Order using it or when the Service Recipient ceases to place Orders using it.

22. The Service Provider reserves the right to suspend the commenting function on questions by the Service Recipient if, despite prior warning from the Service Provider specifying the reason, the Service Recipient continues to violate the terms of use of Electronic Services as described in point 3/subsection 11 of the regulations.

4. SUBSCRIPTION PURCHASE TERMS

1. The purchase of a Subscription is possible after the Customer places an Order using the Order Form in accordance with point 3.19 of the Regulations. Placing an Order requires logging into the Service Recipient's Account.
2. Detailed information about Subscription plans is available in the price list on the Website before starting the Order placement process.
3. The prices displayed on the Website are in Polish zlotys. The Customer is informed about the total price of the Order including taxes (and other additional charges, and if it's not possible to determine their amount - about the obligation to pay them) during the Order placement process, including at the moment of making the payment.
4. The Order is placed and accepted for processing by the Service Provider on the condition of immediate payment by the Customer after being redirected to an external electronic payment gateway. Otherwise, the Order is not finalized, and if the Customer wants to activate the Subscription, they should repeat the Order placement process

as before.

5. Electronic or credit card payments are processed through the Dotpay.pl service. Payment processing is handled by PayPro S.A. with its registered office in Poznań (address: ul. Kanclerska 15, 60-327 Poznań), registered in the National Court Register under KRS number 0000347935 by the District Court Poznań - Nowe Miasto and Wilda in Poznań, VIII Economic Department of the National Court Register; share capital: PLN 5,476,300.00 fully paid-up; NIP 7792369887, REGON 301345068.
6. After placing and paying for the Order, the Service Provider immediately confirms its receipt and simultaneously accepts the Order for processing. Confirmation of Order receipt and acceptance for processing is made by sending the Customer a relevant email message to the email address assigned to the Customer's Account, which includes at least confirmation of the Subscription purchase. Upon receiving the above email message, a contract for the paid provision of Digital Content between the Customer and the Service Provider is concluded. Subscription activation occurs immediately, no later than 48 hours from the moment the Service Provider records the Customer's payment.
7. The Subscription is non-renewable, meaning it automatically expires at the end of the purchased period. The termination of the Subscription also entails suspending the Customer's access to the Learning Panel and the Digital Content located therein. The Customer has the right to extend the Subscription at any time, both before and after its expiration, which requires placing an Order and making a payment as before.
8. Customer's resignation from the Subscription before its expiration becomes effective only upon the completion of the current settlement period. The Customer is not entitled to a refund for the unused period of the Subscription, which does not exclude or limit the Customer's statutory rights as a Consumer (and from January 1, 2021, to agreements concluded from that date onwards - also as a Business on Consumer Rights).
9. The storage, securing, and provision of the content of the concluded contract to the Customer is done through (1) making this Regulation available on the Website, (2) sending an email message to the Customer as mentioned in point 4.6 of the Regulations, and (3) recording the transaction in the payment history available from the Customer's Account.

5. RULES FOR THE USE OF DIGITAL CONTENT (LICENSE)

1. Access to Digital Content is possible after logging into the Service Recipient's Account – from the Learning Panel in the Internet Service.
2. Access to Digital Content is limited in time and lasts as long as the Service Recipient has active access to the Learning Panel within the free trial period or Subscription.
3. Digital Content can be played and displayed only from the Learning Panel. The Service Recipient does not have the ability to download and save Digital Content to the memory of their end device.
4. The Service Provider reserves the right to modify Digital Content, for example, by expanding the available database of exam questions, updating information based on new sources of knowledge, or correcting errors and inaccuracies reported by Service Recipients.
5. The Service Provider does not explicitly or implicitly guarantee the Service Recipient that the Digital Content will be useful for achieving the Service Recipient's intended goals, which does not exclude or limit the Service Provider's liability towards the Service Recipient who is a Consumer (and from January 1, 2021, to agreements concluded from that date onwards - also as a Business on Consumer Rights) as provided by the binding provisions of the law. The Service Provider makes reasonable efforts to ensure that the Digital Content is consistent with the facts, applicable standards, and the knowledge available to the Service Provider. The Service Recipient acknowledges that the level of preparation for medical exams depends primarily on factors beyond the control of the Service Provider and lies with the Service Recipient, such as dedication and the amount of time the Service Recipient devotes to acquiring knowledge in the exam area. Satisfactory results of tests conducted by the Service Recipient in the Learning Panel do not guarantee that the Service Recipient actually possesses the knowledge to pass the medical exam to which the Digital Content refers.
6. In case of doubts regarding the content and meaning of individual Digital Content, the Service Recipient should rely on the information, guidelines, and explanations displayed in the Learning Panel.
7. Digital Content is subject to Copyright Law (work). The use by the Service Recipient of the Service Provider's content constituting a work within the meaning of Copyright Law and thus subject to copyright protection is possible only for non-commercial purposes, for the Service Recipient's own use, to the extent specified in this Regulation and the provisions of Copyright Law.

8. The Service Recipient does not acquire any copyrights to Digital Content. Upon payment by the Service Recipient, a non-exclusive, non-transferable, non-sublicensable (including without the right to authorize other persons to use Digital Content within the scope of the granted license), unrestricted license is granted to the Service Recipient for the use of Digital Content by displaying, applying, and reproducing them digitally (including via the Internet) from the Learning Panel in the Internet Service, for no longer than the duration of the trial period, and upon its expiration - no longer than for the period of active Subscription in the Internet Service.
9. All rights beyond those explicitly granted to the Service Recipient are reserved by the Service Provider. In particular, the Service Recipient is prohibited from recording Digital Content by any technique, as well as distributing or trading them in any form. The Service Recipient is not entitled to copy the provided Digital Content except in cases permitted by the binding provisions of the law. The Service Recipient is also prohibited from modifying, adapting, translating, decoding, decompiling, disassembling, or attempting any other interference with the Learning Panel and bypassing access security to Digital Content, including establishing the source code of Digital Content, the Service Recipient's Account, the Learning Panel, or the Internet Service.

6. CONTACTING THE SERVICE PROVIDER

The primary form of ongoing remote communication with the Service Provider is email (email: lekexam@gmail.com), through which you can exchange information regarding the use of the Internet Service and seek technical assistance in case of issues with Digital Content and Learning Panel operation. Service Recipients can also contact the Service Provider through other legally permissible means, using the contact information provided at the beginning of the Regulation.

7. CLAIMS

1. The basis and scope of the Service Provider's liability towards the Service Recipient, if the Electronic Services are provided improperly or if the delivered Digital Content is not in accordance with the contract, are determined by generally applicable provisions of law, particularly in the Civil Code.
2. The Service Provider is obligated to properly provide Electronic Services and deliver Digital Content free from defects.
3. All complaints regarding Digital Content and Electronic Services, as well as other complaints related to the operation of the Internet Service, can be submitted directly to the Service Provider, for example via email (email: lekexam@gmail.com).
4. The Service Provider recommends providing in the complaint description: (1) information and circumstances regarding the subject of the complaint, especially the type and date of occurrence of irregularities; (2) the Service Recipient's expectations; and (3) the contact details of the complainant - this will facilitate and expedite the handling of the complaint. The requirements set out in the preceding sentence are only recommendations and do not affect the effectiveness of complaints submitted without the recommended complaint description, but may affect the Service Provider's final decision on the assessment of the merits of the complaint.
5. The Service Provider will respond to the complaint promptly, no later than within 14 calendar days from the date of its receipt.
6. In accordance with Article 558 § 1 of the Civil Code, the Service Provider's Liability for warranty towards a Service Recipient who is not a Consumer is excluded.

8. STATUTORY RIGHT OF WITHDRAWAL FROM THE AGREEMENT

1. This section 8 of the Regulations and the provisions contained therein apply to Service Recipients and Customers who are Consumers.
2. A Consumer who has entered into a distance contract may withdraw from it within 14 calendar days without giving any reason and without incurring costs, subject to the exceptions specified in section 8.3 of the Regulations. To meet the deadline, it is sufficient to send a statement to the Service Provider before its expiry in accordance with the contact details provided at the beginning of the Regulations. The Consumer may use the withdrawal form template, which is Annex No. 2 to the Consumer Rights Act, but this is not mandatory.
3. The right of withdrawal from a distance contract does not apply to the Consumer, among others, in relation to (contracts for the supply of digital content which is not stored on a tangible medium if the performance has begun with the Consumer's explicit consent before the end of the withdrawal period and after being informed by the Service Provider about the loss of the right of withdrawal from the contract.
4. The provisions of this section 8 of the Regulations concerning the Consumer apply from January 1, 2021, and also to contracts concluded from that date for Companies with Consumer Rights.

9. OUT-OF-COURT COMPLAINTS AND CLAIMS SETTLEMENT METHODS

1. This section 9 of the Regulations and the provisions contained therein apply only to Service Recipients and Customers who are Consumers.
2. Detailed information regarding the possibility for Consumers to use out-of-court complaint resolution procedures and pursue claims, as well as the rules for accessing these procedures, is available on the website of the Office of Competition and Consumer Protection at: https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumentow.
3. Consumers have the following exemplary options for using out-of-court complaint resolution procedures and pursuing claims: (1) submitting a request for dispute resolution to a permanent consumer arbitration court (more information available on the website: <http://www.spsk.wiih.org.pl/>); (2) filing a request for out-of-court dispute resolution with the voivodeship inspector of the Trade Inspection Office (more information available on the website of the inspector competent for the location where the Service Provider conducts business activities); and (3) seeking assistance from the district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (such as the Consumer Federation, Polish Consumer Association).
4. The platform for online dispute resolution between Consumers and businesses at the EU level (ODR platform) is available at <http://ec.europa.eu/consumers/odr>. The ODR platform is an interactive and multilingual website with a comprehensive service point for Consumers and businesses seeking out-of-court resolution of disputes concerning contractual obligations arising from online contracts.

10. PROVISIONS REGARDING ENTREPRENEURS

1. This section 10 of the Regulations and all provisions contained therein apply exclusively to Customers or Service Recipients who are not Consumers, and from January 1, 2021, also to Businesses with Consumer Rights.
2. The Service Provider has the right to withdraw from the contract with the Customer/Service Recipient within 14 calendar days from the date of its conclusion. Withdrawal from the contract in this case can occur without stating a reason and does not give rise to any claims on the part of the Customer/Service Recipient against the Service Provider.
3. The Service Provider is entitled at any time to take actions aimed at verifying the truthfulness, reliability, and accuracy of the information provided by the Customer/Service Recipient, especially provided during the placing of an Order. In the scope of verification, the Service Provider is entitled, among other things, to request from the Customer/Service Recipient to send a scan of owned certificates, certificates, or other documents necessary to carry out the verification. During the verification mentioned in the previous sentence, the Service Provider is entitled to suspend the execution of the Order placed by the Customer/Service Recipient and to suspend access to the Service Recipient's Account for the duration of the verification.
4. The Service Provider may terminate the contract for the provision of Electronic Services with immediate effect and without giving reasons by sending the Service Recipient a relevant statement.
5. Any delay or failure to fulfill the terms of the contract by the Service Provider will not constitute grounds for the Customer/Service Recipient to withdraw from the contract or demand compensation for damages or other equivalent payments if the non-performance or improper performance of the contract was caused by factors for which the Service Provider is not responsible and to which it did not contribute.
6. The Service Provider is not liable to the Customer/Service Recipient for damages and non-performance of obligations resulting from an event of force majeure (e.g., hacker attacks, natural disasters, epidemics, wars, riots, floods, fires) or any other reasons beyond the reasonable control of the Service Provider.
7. The liability of the Service Provider towards the Customer/Service Recipient, regardless of its legal basis, is limited – both for a single claim and for all claims in total – to the amount of the Subscription fee paid, but not exceeding the amount of PLN 500.00 (in words: five hundred Polish zlotys). The quantitative limitation referred to in the previous sentence applies to all claims brought by the Customer/Service Recipient against the Service Provider, including in the case of no Subscription purchase or those unrelated to this Subscription. The Service Provider is liable to the Customer/Service Recipient only for typical foreseeable damages at the time of concluding the contract and is not liable for lost profits to the Service Recipient.
8. Any disputes arising between the Service Provider and the Customer/Service Recipient shall be subject to the jurisdiction of the court competent due to the Service Provider's registered office.

11. TECHNICAL BREAKS AND FAILURES

1. The Service Provider makes every effort to ensure the proper and uninterrupted functioning of the Internet Service. However, due to the complexity and degree of complexity of the Internet Service and its Electronic Services, as well as external factors beyond the control of the Service Provider (e.g., DDOS attacks - distributed denial of service), errors and technical failures

may occur that prevent or limit the functioning of the Service in any way. In such cases, the Service Provider will take all reasonable and feasible actions to minimize the negative effects of such events to the greatest extent possible.

2. In addition to interruptions caused by errors and technical failures, other technical interruptions may occur during which the Service Provider takes actions to develop the Service and secure it against errors and technical failures.
3. The Service Provider is obliged to plan technical interruptions in such a way that they are as least inconvenient for the Service Recipients as possible, especially planning them during periods of reduced traffic on the Service (e.g., nighttime) and only for the time necessary for the Service Provider to perform necessary actions. The Service Provider is required to inform Service Recipients about planned technical interruptions well in advance, also providing the estimated duration of the planned interruption.
4. The Service Provider is not liable to the Service Recipient for damages and non-performance of obligations resulting from any errors and technical failures, as well as technical interruptions, as mentioned in this section 11 of the Regulations. This section 11 of the Regulations does not exclude or limit the liability of the Service Provider towards the Service Recipient who is a Consumer (and from January 1, 2021, also a Business with Consumer Rights), as provided by the mandatory provisions of law.

12. FINAL PROVISIONS

1. Contracts concluded through the Internet Service are made in the Polish language.
2. The Service Provider reserves the right to make changes to the Regulations for valid reasons, namely: changes in legal regulations; changes in methods and terms of payment; changes in the scope of Electronic Services; adding or removing Electronic Services; introducing new fees for using the services of the Service or increasing the existing ones; changes in the identification or contact details of the Service Provider; improving the quality of service or security of Service Recipients – to the extent that these changes affect the implementation of the provisions of this Regulation.
 - I. In the case of concluding continuous contracts based on these Regulations (e.g., provision of the Electronic Service Account), the amended Regulations bind the Service Recipient if the requirements specified in Article 384 and 384[1] of the Civil Code are met, i.e., the Service Recipient has been properly notified of the changes and has not terminated the contract within 15 calendar days from the date of notification. In the event that the change in the Regulations results in the introduction of any new fees or an increase in existing ones, the Service Recipient who is a Consumer (and from January 1, 2021, also a Business on Consumer Rights) has the right to withdraw from the contract.
 - II. In other cases, changes to the Regulations will not in any way affect the rights acquired by Service Recipients before the date of entry into force of the changes to the Regulations.
3. In matters not regulated by these Regulations, the universally applicable provisions of Polish law apply, in particular: the Civil Code; the Act on the provision of electronic services of July 18, 2002 (Journal of Laws of 2002, No. 144, item 1204, as amended); the Consumer Rights Act; the Copyright Law; and other relevant provisions of universally applicable law.

Thank you for your careful reading!

If you have any questions, we are always at your disposal - please contact us using the information provided at the beginning.

We invite you to use our services,

The lekexam.pl Team