

REGULATIONS FOR ONLINE COURSES

purchased on the website akademimarki.pl

Digital Content and Digital Services

Valid from 1 December 2024

The Regulations you are reading apply to the provision of Digital Content and Services available on the website at <https://www.akademiamarki.pl>. For convenience, in the further part of the Regulations, we will refer to the module of the website that allows you to purchase products as the "Shop".

In these Regulations you will find, among others: principles of concluding a contract, terms of the contract, provisions concerning consumers and information on how to make a complaint and withdraw from the contract. Information available on the Store's website and in these Regulations does not constitute an offer within the meaning of the provisions of the Civil Code, but an invitation to conclude a contract.

If you have any questions regarding the content of the Regulations, please contact us at the address or email address provided below.

Contact us!

In any matter related to purchases and functioning of the Store, you can contact us at: ziolkowski@marketingpartners.pl or by phone: 603 634 743

Who provides the Digital Content or Digital Service?

The service provider is the owner of the store Marketing Partners Tomasz Ziółkowski. with its registered office in Wysoka at ul. Kolorowa 24A, 52-200 Wysoka. registered in the Central Register and Information on Business Activity under the REGON number 017244217, NIP 9490104012.

Who do these Regulations apply to?

The Regulations apply to persons who conclude agreements concerning Digital Content or Digital Services. The recipients are both consumers, entrepreneurs with consumer rights, and other entrepreneurs.

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Definition Explanation

Service Provider

Marketing Partners Tomasz Ziółkowski. with its registered office in Wysoka at ul. Kolorowa 24A, 52-200 Wysoka. registered in the Central Register and Information on Business Activity under the REGON number 017244217, NIP 9490104012.

Store

The website is available at: <https://dominikazak.pl>

Order form

A form used to place an order for Digital Content or Services. Completing the form requires adding the selected Digital Content or Services to the Cart, selecting a payment method, and completing the customer data required for the purchase.

Client

This is a Consumer, Entrepreneur or Entrepreneur with consumer rights. The Customer is an entity that is a natural person or a legal person who purchases Content or a Digital Service.

Entrepreneur

This is a legal person or a natural person conducting business activity who purchases Content or a Digital Service by concluding an Agreement, and it results from the content of this Agreement that it is directly related to the business activity performed by the Entrepreneur and is of a professional nature for the Entrepreneur.

Consumer

This is a natural person who concludes a legal transaction with the Service Provider that is not directly related to his or her business or professional activity.

An entrepreneur with consumer rights

This is a natural person conducting business activity, purchasing Content or a Digital Service that is directly related to the business activity of that person, but it results from the content of the Agreement that this Agreement is not of a professional nature for the entrepreneur (e.g. on the basis of data on the subject of the business activity provided to the Entrepreneur with consumer rights in CEIDG).

Digital content

This is data created and delivered in digital form (e.g. an e-book). Content may include a Product/Service or other types of digital data.

Digital service

This is a service that enables the generation, processing and storage of data or the Customer's access to it in digital form or a service that enables the sharing of data in digital form (including data

that has been sent or generated by the Consumer or other users of this service) or other forms of interaction using such data.

Product

This is the Customer's individual access to the Digital Content or Digital Service, which is the subject of the Agreement, and which is granted for a specified period in accordance with the Agreement. The terms Product / Service may be used interchangeably. The Product description and gross prices are available on the Store's website. A Product / Service within the meaning of the Regulations is also a package of several Products (e.g. training, materials for individual exercises and e-book, etc.).

Coaching, meeting, session

This is a type of training and educational Service provided with the participation of a speaker electronically or in person in accordance with the description of the Product on the Store website. Such services may be offered individually or to specific groups of Customers, and may also be recorded and made available to Customers in the form of recordings (e.g. using the User Account). These services may also constitute elements of the offered packages of Services together with other Content.

User Account

This is individual access to the online course panel for each Client, activated for the Client by the Service Provider after purchasing the online course.

Price

The remuneration indicated in Polish zloty, including taxes, payable to the Service Provider for the performance of the Agreement by the Service Provider.

Electronic Service

Provision of services by electronic means, within the meaning of the Act of 18 July 2002 on the provision of services by electronic means (Journal of Laws of 2020, item 344, as amended), by the Service Provider to the Customer via the Store's website.

Technical Requirements

These are the minimum technical requirements that must be met in order to cooperate with the IT system used by the Store, including the conclusion of the Service Provision Agreement or the Agreement, i.e.:

- computer, laptop or other multimedia device with Internet access;
- access to email;
- The Customer must have a valid/active e-mail address and, in certain cases, a keyboard or other pointing device enabling the correct completion of electronic forms;
- access to a current web browser: Mozilla Firefox, Internet Explorer, Opera, Google Chrome, Safari.

Agreement

This is an agreement concluded between the Service Provider and the Client via the Store or in another way, under which the Service Provider undertakes to provide Content, in particular the Product/Service, and the Client undertakes to pay the Price. The agreement is concluded on the terms specified in these Regulations. .

Orders

This is a declaration of will of the Customer submitted via the Order Form, aimed at concluding a Distance Agreement, which is submitted using means of distance communication, in particular the website of the Store, in relation to which the Customer submits an offer to conclude the Agreement and is directed to the Service Provider. Within the Order, the Customer provides his/her data necessary to conclude and perform the Agreement. Placing an Order is also possible by sending it to the Service Provider's e-mail address indicated in the Regulations.

Basket

An electronic service provided to the Customer of the Store, enabling him/her to place an Order for a Product/Service, enter discount codes enabling a reduction in the Price on the terms specified, e.g. as part of a Promotion, display a summary regarding the Price and the Products/Services purchased.

Special offer

Special conditions for concluding the Agreement proposed by the Service Provider within a specified period of time, which the Customer may use on more favourable terms specified by the Service Provider, e.g. a reduction in the Product Price.

Consumer Rights Act

Act of 30 May 2014 on consumer rights (Journal of Laws 2023, item 2759, as amended) together with any amendments.

Statute

These Regulations together with annexes. The Regulations constitute an integral part of the Agreements concluded by the Customers with the Service Provider.

The lowest price from the last 30 days before the discount

The first Product Price at which the Product appeared in the Store. Initial Price The lowest Price at which the Product was available in the Store in the last 30 days before the reduction was introduced.

Promotional Price

The price of Products in the Store after a reduction in connection with the announcement of a Promotion by the Service Provider.

General Terms and Conditions of Use of the Store

1. These Regulations are made available free of charge to each Customer before concluding the agreement in a manner that enables obtaining, reproducing and recording its content using an IT system and printing or saving it on another durable medium according to the Customer's preferences.
2. The Client is obliged to familiarize themselves with the Regulations before concluding the Agreement. If the Client does not accept the provisions of the Regulations, they should not make purchases in the Store. Concluding an Agreement with the Service Provider requires confirmation that the Client has read the Regulations, accepts them and is bound by their provisions.
3. All Product prices are gross prices (including VAT) expressed in Polish zloty (PLN).
4. To use the Store correctly, it is necessary to meet the Technical Requirements, have access to a device with the Internet, a current operating system and a current Internet browser, as well as have an e-mail account. The Customer should also have knowledge about the risks related to using the

Internet (including online shopping) and secure their device with basic technical security measures (e.g. antivirus programs).

5. The Client is obliged not to provide illegal content or content prohibited by law (e.g. violating personal rights of third parties). The Client is also obliged to enter or provide the Service Provider with only data consistent with the facts.

6. The Store Customer is obliged in particular to:

- providing only true, current and necessary data in the forms provided by the Store and immediately updating the data, including personal data, provided by the Customer in connection with the conclusion and/or performance of the Agreement;
- use the services and functionalities provided by the Store in a way that does not disrupt the functioning of the Store and in accordance with the provisions of applicable law, provisions of the Regulations, established customs and principles of social coexistence. The Customer may not use the services or functionalities in a way that violates the rights of other Customers of the Store;
- not providing or transmitting within the Store any content prohibited by applicable law, in particular content violating the property copyrights of third parties or their personal rights;
- not to post any content of an unlawful nature, such as: sending or posting unsolicited commercial information (spam) in the Store or posting any content that violates the law;
- not to modify in an unauthorized manner the content provided by the Store, in particular the Prices or descriptions of the Content or Digital Services;
- not taking any action aimed at obtaining information not intended for the Client, and in the event of obtaining such information – immediately informing the Service Provider thereof;
- use the Content, Products or Services for your own needs and not distribute them publicly or make them available to third parties, except for cases of permitted use under the provisions of the Copyright and Related Rights Act.

7. Content and Services may be presented in the Store as part of a pre-sale or in a Promotion, the terms of which are posted in the Store. The price indicated by the Service Provider next to the Promotional Price is the lowest price at which the product was available in the store in the last 30 days before the reduction (the lowest price from the last 30 days before the Price reduction was introduced).

8. In the event of making Products available as part of a Promotion, the Service Provider indicates that the Product is at a promotional price.

9. In the event that Customers are allowed to read the opinions of other Customers on the Store website, the Service Provider shall take reasonable and proportionate steps to verify whether the opinions are reliable and posted by people who actually used the Service. Information on how the Service Provider verifies opinions can be found in the Opinion Rules tab.

10. The Service Provider takes organizational and technical measures to ensure the safe use of the Store and the functionalities available on the website.
(Order form etc.).

Electronic Services on the Store website and complaints regarding these Services

1. The Service Provider provides the following Electronic Services to Customers free of charge via the Store:

- The service of concluding Agreements on the terms specified in the Regulations;

- The service of placing Orders under the terms and conditions specified in the Regulations;
- The service of enabling Customers to use the Basket services,
- User Account Service and access to certain Digital Products or Services via the User Account.

2. In the case of purchasing an online course, the Service Provider provides the service of maintaining a User Account on an external platform (PUBLIGO or other). The Account is created automatically after purchasing an online course based on the data provided when placing the Order - the Customer's name and surname and their e-mail address.

3. The Customer receives login details to the User Account via e-mail.

4. The Customer logs in to the Account using an e-mail address and an individual password, which the Customer sets independently.

5. The User Account Management Agreement is concluded implicitly by the provision by the Service Provider and the establishment by the Customer of a User Account; the Agreement is concluded for an indefinite period and may be terminated at any time. The Service Provider may cease to maintain the User Account and delete the data contained therein in the event of the User's inactivity on a given account for a period exceeding 6 months. In such a case, the Agreement is deemed to have expired.

6. The service of maintaining a User Account is free of charge.

7. The Service Provider, at the request of the Customer, deletes the User Account. To submit a request to delete the Account, the Customer should contact the Service Provider at the e-mail address provided in the initial part of the Regulations.

8. The User Account is deleted within 30 days from the date of receipt of the request to delete the Account.

9. The Customer may place an Order without having to create a User Account.

10. Use of the Cart begins when the Customer adds the first Digital Content or Service to the Cart.

11. The Basket service is provided free of charge and is of a one-off nature and ends when the Order is placed.

12. Complaints related to the provision of Electronic Services may be submitted in writing to the registered office address of the Service Provider or electronically to the e-mail address indicated at the beginning of the Regulations.

13. The Service Provider will respond to the complaint immediately, no later than within 14 days from the date of its receipt.

14. In order to speed up the processing of the complaint, it is recommended that the Customer provides information and circumstances concerning the subject of the complaint in the description of the complaint, in particular the type and date of the irregularity and the Customer's request, together with the contact details of the person submitting the complaint.

15. The requirements specified above take the form of the Service Provider's recommendation only and do not affect the effectiveness of complaints submitted omitting the recommended complaint description, however, the lack of sufficient information from the Client enabling the proper consideration of the complaint may result in the complaint not being taken into account.

Conclusion, performance of the Agreement and payments

1. The Service Provider enables the submission of Orders and the conclusion of Agreements regarding the purchase of Products or Services via the Store website.
2. The main features of the purchased Product / Service and its specifications are specified on the Store's website.
3. The conclusion of an Agreement between the Customer and the Service Provider may take place after the Customer has placed an Order under the terms specified below.
4. The Agreement is concluded after placing an Order on the Store's website using the Order Form, at the time of confirmation of the Order by the Service Provider, whereby confirmation takes place in the form of an e-mail sent by the Service Provider to the e-mail address provided by the Customer when placing the Order.
5. The subject of the Agreement is the Service Provider's obligation to provide the Content (i.e. a specific Product/Service, several Products or a package) to the Customer for the Price indicated on the Store's website, payable by the Customer.
6. Orders can generally be placed 7 days a week, 24 hours a day for those Products that are presented in the Store as available for Order. Some Products/Services are offered only in periods selected by the Service Provider, or can only be ordered after prior contact with a Store consultant.
7. The Service Provider enables the Customer to place an Order by adding the Product to the Cart, after which the Customer goes to the Order Form where the required data must be completed, the Regulations must be read and the consents required for the Order must be confirmed; the Order is placed using the button referred to in point 12 below
8. The Customer is obliged to fill out the Order Form independently, within the scope of their data necessary for the conclusion and performance of the Agreement. The person filling out the Form and placing the Order for an Entrepreneur who is a legal person or an organizational unit must be authorized to perform legal acts on behalf of such entity (e.g. as a member of the management board or proxy).
9. In any case, providing outdated or false data of the Client may prevent the execution of the Agreement, because the condition for placing an Order is the correct and complete completion of the Order Form. In the Order Form, it is necessary for the Client to provide the following data concerning the Client: name and surname, exact address, e-mail address and data concerning the Agreement, i.e.: selected Content or Service and method of payment. In the case of some Services (e.g. consultations, coaching, etc.), it may be necessary for the Client to provide additional data to place an Order (e.g. Instagram account address, the nature of products or services offered by the Client on the market, etc.). The Service Provider is not obliged to and does not verify the correctness of the entered data. The Client is responsible for the consequences of providing incomplete or incorrect information.
10. In the case of Customers who are not Consumers, it is also necessary to provide the company name and, if they requested a VAT invoice in the Order Form, also the data required to issue a VAT invoice, including the Tax Identification Number.
11. The condition for placing an Order is also the acceptance of the Regulations and payment of the Price for the ordered Product after selecting the payment method.
12. Pressing the "Buy and pay" button (or another button with equivalent wording) is equivalent to placing an Order (the Customer places an offer) for the selected Product or Content.
13. The Customer has the option to check the selected Content or Products in the Cart and make changes before placing the Order.

14. After clicking the "Buy and pay" button (or another button with equivalent wording), the Customer will be automatically redirected to the payment gateway operated by the selected operator in the case of choosing online payment. Information about available operators is provided on an ongoing basis on the Store's website. In the case of an Order placed to an e-mail address, payment should be made to the account indicated on the invoice or proforma document.

15. In response to an Order placed via the Store, the Customer receives a message to the e-mail address provided by him/her confirming receipt of the Order.
and start its verification. Orders placed by email are confirmed and verified within the next 2 business days. After the Order is verified, the Service Provider sends to the Customer an email message to the provided email address confirming acceptance of the Order and starting the Order's execution or information about the refusal to accept all or individual offers to purchase Products submitted as part of the Order. In the event of accepting the Order, the Service Provider may immediately accept the Order and deliver the Product in a single email message sent to the Customer along with information about the conclusion of the Agreement.

16. The Agreement is concluded at the time of acceptance of the Order by the Service Provider, which takes place in the form of sending an e-mail to the Customer confirming acceptance of the Order. In the case of an Order that must be paid on the basis of an invoice or proforma issued by the Service Provider, the Customer is obliged to pay the Price in full, within the time specified on the invoice / proforma. In the event of failure to comply with this obligation, the Agreement is considered not to have been concluded.

17. In the event of refusal to accept the offer or offers submitted as part of the Order by the Client, the Agreement shall not be concluded to the extent covered by the refusal. In such a case, the Service Provider shall immediately, no later than within 14 days from sending the message referred to above, return to the Client the payments made by him, to the extent to which the Agreement was not concluded.

18. The Service Provider sends a summary of the Order containing the most important information about the Order and confirmation of the conclusion of the Agreement to the e-mail address provided by the Customer in the form, and in the case of Products with fixed content (e.g. e-book, ready-made audiovisual recording, etc.) – an active link enabling downloading the Product or delivering the Digital Content to the Customer in a different form.

19. The Service Provider may organize Promotions for selected Products. Promotions cannot be combined, unless the provisions of the Promotion expressly state otherwise. The possibility of using the Promotion may depend on the availability of the Product on the Store's website (in particular, the Promotion may apply only to a limited number of Products and is valid until the limit is exhausted or may include cases in which the Customer purchases several Products within one Order).

20. The Service Provider allows the following payment methods:

- electronic payment (Order processing will commence after the Service Provider sends the Customer a confirmation of acceptance of the Order and after the Service Provider receives information about the Customer making the payment) via a payment operator.
- The Service Provider will provide the Customer with proof of purchase in electronic form. The Customer agrees that proof of payment, i.e. an electronic invoice or receipt, will be prepared and sent to the e-mail address provided by him when placing the Order.
- Payment for the Product/Service is made using PayU SA with its registered office in Poznań (60-166) at 186 Grunwaldzka Street, entered into the register of entrepreneurs maintained by the District Court in Poznań – Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under KRS number 0000274399, with the share capital of PLN 4,944,000, NIP: 779-23-08-495, REGON 300523444 (PayU payment provider) or PayPo Sp. z

oo with its registered office in Warsaw, (02-672) at 39 Domaniewska Street, entered into the register of entrepreneurs maintained by the District Court for the capital city of Warsaw, Warsaw in Warsaw, 13th Commercial Division of the National Court Register under KRS number 0000575158, with the share capital of PLN 1,075,650, Tax Identification Number (NIP) 5213705997, REGON 362485126 (PayPo payment provider),

- The Service Provider does not store Customers' payment card numbers in its database.
- Payment is made according to the rules presented on the Store's website. In case of doubts, the Customer may contact the Service Provider by sending a message to the address indicated in the Regulations.

Content and Services

1. The Content and Services offered in the Store may be intended for specific groups of recipients (e.g. private individuals or entrepreneurs). The content of Products / Services is described on the Store website. Before placing an Order, the Customer should carefully read the description of the Product that they intend to purchase and consider whether this Product meets their needs.
2. Fulfillment of the Order means that the Service Provider provides the Customer with data enabling access to the Content in accordance with the accepted Customer Order, downloading this content and saving it (and in the case of text also printing it) on a durable medium by the Customer. Access data (in particular the link enabling downloading of the digital Content) are sent to the e-mail address indicated when placing the Order.
3. Prices of Products are available on the Store website and visible when placing an Order.
4. Individual variants of Services (e.g. packages) may differ in their scope or level of access to materials. Detailed information can be found in the description of Products/Services available in the Store.
5. Access to the purchased Product/Service will be granted to the Customer immediately after the conclusion of the Agreement (usually after payment of the Price and confirmation of the Order by the Service Provider, unless otherwise expressly indicated in the description of the Content or Service (this applies, for example, to Services whose subject is individual consultations, coaching, training, etc.). Access to the content of the Order is provided by sending a link enabling downloading the purchased Product and its saving on the Customer's durable medium, and in the case of Content containing text/graphics (excluding audio/video) - also a printout on a paper medium.
6. Upon obtaining access to the ordered Service, in particular by sending a link to download materials or obtaining access to them, the subject of the Agreement is deemed to have been delivered in its entirety to the Customer.
7. If the Service Provider has specified a different deadline for the delivery of the Content in the Product description on the Store website, then the different deadline given in the description shall apply. In the case of some Services (e.g. individual consultations; coaching in small training groups), the deadline for the Service may be given only approximately (e.g. a given week or month). The Parties shall then agree on the exact deadline by phone or in documentary form (e.g. email).

Coaching, training, sessions, consultations

1. The Service Provider provides training and educational services as standalone Products or as part of packages (with selected Content and Services) which consist of individual or group meetings with a speaker.

2. The scope, method of implementation, dates, schedule and form (online/stationary) of coaching/meeting/session are included in the description of the Product or Service. The exact dates of meetings may be indicated later than the date of purchase of the Product, and the Product description specifies the duration of the Service (e.g. number of hours).

3. Coaching, training, sessions are recorded and then their recording is made available to the Client within the User Account. Clients participating in such meetings, sessions or coachings consent to the recording and recording of their image for purposes related to the conducted training/session/coaching and making the recordings available to participants of the training/session or coaching.

4. Before providing services including coaching/meetings/sessions, the Service Provider may ask the Client to complete a survey or other document and to provide information, answers to questions via e-mail, Google form, telephone or social media in order to better adapt the Service to the needs of the Clients. The answers provided by the Clients to the above questions are not obligatory. The answers and expectations of the Clients do not affect the change of the Service program (in particular training, coaching or consultations), however, the Service Provider may supplement the Service program or, with the consent of all group participants, modify some of its elements in order to better adapt to the individual expectations of the Clients.

5. The Service Provider may interrupt the Service provided in a situation where the Client's behaviour may indicate that he or she is under the influence of intoxicating substances, is not aware of the decisions he or she is making or making declarations of intent, or his or her behaviour is offensive and violates the personal rights of the Service Provider or the speaker.

6. Due to the nature of the service, the Service Provider may withdraw from the Agreement if the performance of the service exceeds the skills or competences of the Service Provider or the Speaker (this applies in particular to individual consultations or coaching). In such a situation, the Service Provider will return the funds to the Client's bank account, immediately after determining that it is not possible to perform the Service, informing the Client about this.

7. Coaching, meetings, sessions are services offered by the Service Provider as services within the meaning of Art. 38 sec. 1 item 1 of the Consumer Rights Act.

8. When the Service Provider has commenced the provision of the Service, the subject of which is Digital Content in the form of coaching, consultation, session or package of Services covering the above elements, and the Client who is a consumer or an Entrepreneur with the rights of a Consumer, informed before the commencement of the provision of the Service that after its commencement he will lose the right to withdraw, has given his consent, then he will not be entitled to the right to withdraw.

9. The Service Provider, in justified cases due to unforeseen circumstances and beyond its control, reserves the right to change the date of service provision, about which it will immediately inform the Client. In the case of group training, this may, for example, apply to a situation in which a large part of the participants cannot take part in the session on a specific date; other cases include, for example, illness of the speaker, connection failures, etc.)

10. None of the Services or Products offered in the Store constitute a guarantee of success or achievement of the Client's intended results, which depend on many factors (including objective factors and the Client's individual commitment and skills). Training, coaching or consultations are not and cannot be perceived as: business advice; legal or economic analyses of the Client's situation; market research services or adapting the Client's activities to the needs and preferences of their own clientele. Such Services/Products are intended solely for educational purposes, and in the scope of individual consultations - to provide advice and eliminate noticed errors in the area covered by the training/consultation or coaching. Failure by the Client to achieve the expected business results does not constitute grounds for complaint or claim.

Rights in the event of non-compliance with the Agreement

1. The Service Provider shall be liable to the Customer if the Content or Service is inconsistent with the Agreement. Details regarding the inconsistency of the Service or Content with the Agreement are regulated by the provisions of the Civil Code in relation to Entrepreneurs, and additionally by the Consumer Rights Act in relation to Consumers and Entrepreneurs with consumer rights. For the avoidance of doubt, it is indicated that the rights resulting from the inconsistency of the Content or Service with the Agreement apply to Customers of the Store who are Consumers and Entrepreneurs with consumer rights.
2. In the event of non-compliance of the Content or Digital Service with the Agreement, the Customer should contact the Service Provider (to the e-mail address provided at the beginning of the Regulations or by letter), indicating the type of non-compliance and presenting his claim related to the non-compliance of the Content or Service with the Agreement.
3. If the Content or Service is inconsistent with the Agreement, the Consumer may request that it be brought into compliance with the Agreement.
4. The Service Provider may refuse to bring about compliance with the Agreement if this would be impossible or would require excessive costs for the Service Provider.
5. When assessing the excessiveness of costs, all circumstances of the case are taken into account, in particular the type of non-compliance of the Content or Service with the Agreement and the value of the Content or Service that is compliant with the Agreement, as well as the value and amount of work required to bring the Service into compliance with the Agreement.
6. The Service Provider shall bring the Content or Digital Service into compliance with the Agreement within a reasonable time from the moment the Service Provider has been informed by the Consumer of the lack of compliance with the Agreement, without excessive inconvenience to the Consumer, taking into account their nature and the purpose for which they are used. The costs of bringing the Content or Service into compliance with the Agreement shall be borne by the Service Provider.
7. If the Content or Service is inconsistent with the Agreement, the Consumer may submit a declaration of price reduction or withdrawal from the Agreement when: – achieving compliance with the Agreement is impossible or requires excessive costs, in accordance with points 4 and 5;
 - The Service Provider has failed to bring the Content or service into compliance with the Agreement in accordance with Section 6 above;
 - the lack of compliance with the Agreement persists despite the Service Provider's attempt to bring the Content or Service into compliance compliance with the Agreement;
 - it clearly follows from the Service Provider's statement or from the circumstances that it will not bring the Content or Service into compliance with the Agreement within a reasonable time or without excessive inconvenience to the Consumer.
8. The Service Provider will consider the complaint within a reasonable time of 14 days from the date of its submission.
9. If the Customer who is a Consumer, exercising his rights arising from the non-conformity of the Product with the Agreement, has sent appropriate requests to the Service Provider, and the Service Provider has not responded to this request within 14 days, it is considered that the Service Provider has deemed the request justified.
10. In order to speed up the processing of the complaint, it is recommended that the Customer provides information and circumstances concerning the subject of the complaint in the complaint

description, in particular the type and date of the non-compliance with the Agreement and the contact details of the person filing the complaint. The recommendations given in the previous sentence are only recommendations and do not affect the effectiveness of complaints submitted without the recommended description of the complaint.

11. If the Customer is an Entrepreneur, the Service Provider's liability under the warranty is excluded pursuant to Article 558 § 1 of the Civil Code, except for cases where the Service Provider has knowingly or fraudulently concealed a defect in the Product. The exclusion does not cover obvious technical defects of the Product (e.g. a damaged file); in such cases, the Service Provider will deliver the correct Product in response to the complaint.

12. More information on buyers' rights can be found on the website of the Office of Competition and Consumer Protection – <https://prawakonsumenta.uokik.gov.pl>.

13. The Service Provider is responsible for the lack of compliance with the Agreement of the Content or Service, provided on a one-off basis or in parts, which existed at the time of its delivery and became apparent within two years from that time. It is presumed that the lack of compliance with the Agreement, which became apparent within one year of the delivery of the Content or Service, existed at the time of its delivery.

14. The Service Provider may not invoke the expiry of the time limit for determining the lack of compliance of the Content or Service with the Agreement, which is indicated in point 13, if it has fraudulently concealed this lack.

15. The Service Provider is responsible for any lack of compliance with the Agreement of the Content or Services provided continuously, which occurred or became apparent at the time when they were to be provided according to the Agreement. It is presumed that the lack of compliance with the Agreement occurred at that time if it became apparent at that time.

16. The presumptions set out in points 13 and 15 do not apply if:

- the Consumer's digital environment is not compatible with the technical requirements about which the Service Provider informed him in a clear and understandable manner before concluding the Agreement;
- The Consumer, informed in a clear and comprehensible manner before entering into the Agreement about the obligation to cooperate with the Service Provider, to a reasonable extent and using the least burdensome technical means for him, in order to determine whether the lack of compliance of the Content or Service with the Agreement results from the characteristics of the Consumer's digital environment, does not fulfil this obligation in a timely manner.

17. Rights arising from non-compliance of the Service or Content with the Agreement apply to Customers of the Store who are Consumers or Entrepreneurs with consumer rights.

18. The entrepreneur with consumer rights accepts these Regulations and then exercises his/her rights. The entrepreneur with consumer rights should complete the appropriate form of non-conformity of the Product with the contract, and in particular the data confirming the circumstances confirming its status in accordance with art. 7aa of the Act on Consumer Rights or provide this information in another way to the Service Provider.

19. In the event of doubts regarding the status of the Entrepreneur who invokes consumer protection regulations, the content of the Agreement and the circumstances related to its conclusion and performance (including the objectives and expectations of the entrepreneur communicated to the Service Provider) are decisive. The declaration referred to in paragraph 18 above is therefore not decisive regarding the status of the Entrepreneur.

Withdrawal from the contract

1. If, during the purchase or in any other way before concluding the Agreement, the Consumer or Entrepreneur with consumer rights has agreed to the execution of the Agreement in its entirety and to the provision of Content or Services delivered on a one-off basis or has agreed to the commencement of the delivery of Content or Services that are delivered in stages in a manner other than on a tangible medium (e.g. coaching, meetings, sessions or training packages), accepting that he or she thereby loses the right to withdraw from the Agreement, then the Consumer or Entrepreneur with consumer rights has no right to withdraw from the Agreement concluded with the Service Provider.

2. If the Agreement concerns the provision of Electronic Services and the Service Provider has fully performed the Electronic Service with the express consent of the Consumer or an Entrepreneur with the rights of a Consumer who was informed before the commencement of the provision that he loses the right to withdraw after the provision has been made, then he shall not be entitled to the right of withdrawal.

3. If the circumstances indicated above (points 1 and 2) do not occur, the Consumer or Entrepreneur with consumer rights has the right to withdraw from the Agreement without giving any reason within 14 days from the date of conclusion of the Agreement.

4. If the Client does not lose the right to withdraw from the Agreement, then the withdrawal from the Agreement shall be effected by informing the Service Provider of the Client's decision in the form of an understandable and unconditional statement. Such a statement may be sent by traditional mail or e-mail. In order to withdraw from the Agreement, the Client may use the withdrawal form template available below the Regulations, however, this is not obligatory; any other form of statement that will indicate which Agreement is in question and express the will to withdraw from it and include the Client's signature shall be sufficient.

Extrajudicial methods of resolving disputes, handling complaints and pursuing claims for consumers

1. The Service Provider agrees to submit any disputes arising in connection with the concluded Agreements to amicable mediation proceedings. The details will be determined by the parties to the conflict.

2. Any disputes related to the services provided by the Service Provider will be resolved by common courts, and the applicable law is Polish law.

3. A Customer who is a Consumer has the option of using an out-of-court method of handling complaints and pursuing claims. The rules for accessing these procedures are available at the offices and on the websites of district (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, as well as provincial inspectorates of trade inspection and at the following websites of the Office of Competition and Consumer Protection:

http://www.uokik.gov.pl/spory_konsumenckie.php;

http://www.uokik.gov.pl/sprawy_zdrowie.php;

http://www.uokik.gov.pl/wazne_adresy.php.

4. It is also possible to use the platform of the online dispute resolution system between consumers and traders at EU level (ODR platform), which is available at: <http://ec.europa.eu/consumers/odr>.

5. The provisions of the Regulations do not prevent Customers from invoking mandatory provisions of law regulating the protection of consumer rights.

5. In order to meet the deadline for withdrawal from the Agreement, it is sufficient for the Consumer or Entrepreneur with consumer rights to send information regarding the exercise of his right to withdraw from the Agreement before the expiry of the indicated deadline for withdrawal from the Agreement.

6. In the event of withdrawal from the Agreement, the Service Provider shall return to the Consumer or Entrepreneur with consumer rights all payments received from him.

7. The refund will be made using the same payment methods that were used by the Consumer or the Entrepreneur with consumer rights in the original transaction, unless the Consumer or the Entrepreneur with consumer rights has clearly and in writing (under penalty of nullity) indicated another method of refund. In the case of using installment payment systems, the form of refund may be regulated in the regulations of the installment payment services (e.g. PayU, PayPo, etc.). In a situation where the regulations of the service used by the Customer contain an obligation that the refund may be made only to the account of the service from which the payment was made to the Service Provider, such a form of refund shall be used.

8. The Consumer or Entrepreneur with consumer rights will not incur any fees in connection with the form of payment refund.

Validity and changes to the regulations

1. The Service Provider may introduce changes to these Regulations by publishing the changed Regulations on the Store website along with the date from which the changes come into effect. The date of introducing the changes cannot be earlier than the date of publication on the Store website.

2. The Regulations in force on the date of conclusion of the Agreement shall apply to agreements concluded before the amendment of the Regulations. At the request of the Client sent by registered mail or email in accordance with the details of the Service Provider indicated at the beginning of the Regulations, the Service Provider shall provide the Client with the Regulations in the version in force on the date of conclusion of the Agreement with the Client. Regardless of this, each time before conclusion of the Agreement and upon confirmation of conclusion of the Agreement, the Client has the option of downloading and saving on a durable medium and/or printing the current Regulations and documents constituting the content of the legal relationship between the parties.

3. The Regulations are subject to Polish law.

4. Actions related to the Regulations performed by Customers who are not Consumers should be performed in documentary form. Any disputes between the Service Provider and Customers who are not consumers will be resolved by the court having jurisdiction over the registered office of the Service Provider.

5. Agreements subject to one-time performance (e.g. purchase of Content or Services that are provided once by the Service Provider such as e-books, lecture series in the form of ready-made recordings, etc.) shall end after the provision of the service, with claims and complaints being considered on the principles specified in the Regulations and regulations. In the case of Agreements performed successively (e.g. training packages, lecture series or training conducted "live", individual consultations, etc.) - Agreements shall expire after the Service Provider has provided all the services within the time specified in the description of the Product/Service.

6. The Service Provider may terminate the Service Provision Agreement with the Customer with a 7-day notice period or deny him/her further right to use the Store in the event of a gross violation by the Customer of the provisions of the Regulations, publishing content contrary to the law, inducing other Customers of the Service Provider to terminate or withdraw from Agreements with the Service Provider or undertaking other types of practices against the Service Provider that are contrary to the principles of social coexistence. In the event of termination

For an Agreement that is to be performed successively over a specified period of time, the Service Provider shall return to the Customer whose Agreement has terminated as a result of termination a

part of the Price proportional to the part of the Service not performed before the Agreement terminated.

Protection of personal data

1. The Customer's personal data are processed by the Service Provider as the personal data controller.
2. The provision of personal data by the Client is voluntary, but necessary in order to use certain Electronic Services, as well as to conclude and perform the Agreement. Personal data are processed on the basis of the legitimate interest of the Service Provider, in order to conclude and perform the Agreement, as well as to resolve any disputes arising in connection with the Agreement. In a broader scope, personal data may be processed on the basis of the Client's consent.
3. The principles of data processing are available in the Privacy Policy on the Store's website.

Final provisions

1. The Regulations and the annexes to the Regulations constitute a model contract within the meaning of Article 384 § 1 of the Civil Code.
2. The provisions of the concluded Service Provision Agreement are recorded, secured and made available by sending an e-mail to the address provided by the Customer, in which the Service Provider accepts the order (which constitutes the conclusion of the Agreement) and sends the Product, the Regulations and any additional files in the form of attachments or active links enabling their download and/or printing – to which the Customer consents.
3. The Service Provider does not apply any codes of good practice or similar self-regulatory acts.
4. Proof of purchase by the Store Customer will be sent via email. The Customer agrees to receive an invoice/receipt in electronic form.
5. The content of the Regulations is available to Customers free of charge on the Store's website.
6. In matters not regulated in these Regulations, the generally applicable provisions of Polish law shall apply, in particular: the Civil Code and other relevant provisions of generally applicable law.
7. Any disputes arising between the Service Provider and a Customer who is not a Consumer shall be submitted to the court having jurisdiction over the registered office of the Service Provider.
8. By placing any content on the Online Store, the Customer hereby grants the Service Provider a non-exclusive, royalty-free license to use, save in computer memory, change, delete, supplement, publicly perform, publicly display, reproduce and distribute, in particular on the Internet, such content, without territorial restrictions.

These Regulations shall apply from 1 December 2024 and apply to Agreements concluded on or after that date :

Sample withdrawal form

WITHDRAWAL FORM

The possibility of withdrawal from the contract is available to Consumers and Entrepreneurs with consumer rights. The provided form is a template. Failure to use this template does not affect the possibility of withdrawal from the contract.

Service Provider: Marketing Partners Tomasz Ziółkowski. with its registered office in Wysoka at ul. Kolorowa 24A, 52-200 Wysoka. registered in the Central Register and Information on Business Activity under the REGON number 017244217, NIP number 9490104012

I declare that I withdraw from the Agreement regarding the following:

Content / Products / Digital Services

Product/Service Name: _____

Gross price: _____

IDENTIFYING DATA:

Name and surname: _____

Date of conclusion of the Agreement: _____

The refund will be made using the same payment method that you selected when purchasing the Content or Digital Service on our Store page. If the payment was made in a way other than a bank transfer and you wish to receive a refund to your bank account, please indicate the bank account number for the refund below:

_____. _____
signature and date

Information on the processing of personal data in connection with withdrawal from the contract:

I inform you that the personal data provided in this form will be processed for the purpose of handling the process of withdrawal from the contract. The administrator of the data provided in the form is Marketing Partners Tomasz Ziółkowski. with its registered office in Wysoka at ul. Kolorowa 24A, 52-200 Wysoka. registered in the Central Register and Information on Business Activity under the number REGON 017244217, NIP 9490104012.

In connection with the handling of the withdrawal process, data may be processed by external entities involved in handling this process, such as an accounting office. The form will be stored for the period necessary to carry out the withdrawal process and to report potential claims resulting from the execution of the withdrawal. In connection with the processing of personal data contained in the form, you have the following rights: the right to request access to data, its rectification, deletion or restriction of processing, as well as the right to file a complaint with the President of the Personal Data Protection Office.

Providing your data is voluntary, but necessary to process the withdrawal from the contract.