Before the initial use of the website <u>www.kiedyjakniedzis.pl</u>, all Service Recipients are required to read the contents of the Regulations

REGULATIONS FOR THE <u>WWW.KIEDYJAKNIEDZIS.PL</u> INTERNET WEBSITE

§ 1

GENERAL PROVISIONS

- 1. The website operating at www.kiedyjakniedzis.pl is run by Maria Szyszka who is currently running a business under the name MARIA SZYSZKA CENTRUM JĘZYKOWE CONE SCHOOL, entered into the Central Register and Information on Economic Activity kept by the respective minister for economy, NIP: 5551361877, REGON: 771618830, business address and delivery address: ul. Modrzewskiego 5, 89-600 Chojnice, e-mail address: biuro@kiedyjakniedzis.pl, telephone number: (0048) 695 534 045.
- 2. The website operates under the terms set out in these Regulations and is intended for Consumers only.
- 3. The Regulations stipulate types and scope of services provided electronically by the <u>www.kiedyjakniedzis.pl</u> Website, conditions of provision of these services, conditions of concluding and terminating contracts for provision of digital services, conditions of concluding Contracts for provision of Digital Services, as well as complaint procedures.
- 4. Upon taking action to use the Digital Services of the www.kiedyjakniedzis.pl Website, each Service Recipient is obliged to comply with the provisions of these Regulations.
- 5. The Website is not a party to legal relations between the Service Recipients that arise from and are directly related to any information posted on the Website.
- 6. The service recipients are responsible for the consequences of improper performance or failure to perform their mutual obligations.
- 7. It is strictly forbidden on the Website to present content and/or providing services which are otherwise prohibited by generally applicable regulations.
- 8. In matters not covered by these Regulations, the following provisions shall apply:
 - 8.1 the Civil Code,
 - 8.2 the Consumer Rights Act of 30 May 2014,
 - 8.3 the Copyright And Related Rights Act of 4 February 1994,
 - 8.4 the Act on the Provision Of Digital Services of 18 July 2002,
 - 8.5 and other relevant provisions of the Polish law.

§ 2 DEFINITIONS

- 1. **REGULATIONS** these Regulations of the Website.
- 2. **SERVICE** the Service Provider's website operating at www.kiedyjakniedzis.pl
- 3. SERVICE PROVIDER Maria Szyszka who is currently running a business under the name MARIA SZYSZKA CENTRUM JĘZYKOWE CONE SCHOOL, entered into the Central Register and Information on Economic Activity kept by the respective minister for economy, NIP: 5551361877, REGON: 771618830, business address and delivery address: ul. Modrzewskiego 5, 89-600 Chojnice, e-mail address: biuro@kiedyjakniedzis.pl, telephone number: (0048) 695 534 045.
- 4. **SERVICE RECIPIENT** any natural person, legal person or organizational unit without legal personality, to which the law grants legal capacity, using the Digital Service.
- 5. **CONSUMER** any natural person who performs a legal transaction with the entrepreneur, not directly related to his or her business or professional activity.

- 6. **USER, CUSTOMER** a Service Recipient who is a Consumer and who intends to conclude or has concluded an Agreement for the provision of a Digital Service with the Service Provider.
- 7. **DIGITAL SERVICE** a service provided electronically by the Service Provider to the Service Recipient via the Website.
- 8. **REGISTRATION FORM** a form available on the website of the Service which enables the User to set up an Account. The Registration Form enables the setup of an Account corresponding to a specific Service Recipient. A prerequisite for setting up an Account on the Website is to read and accept the Regulations. The User is responsible for the confidentiality of their password.
- ACCOUNT (PROFILE) a set of resources in the Service Provider's ICT system in which the Service Recipient's
 data is collected, which is marked with an individual name (login) and password provided by the Service
 Recipient.
- 10. **NEWSLETTER** a Digital Service that allows the Service Recipient to subscribe and receive free information from the Service Provider regarding the Website, to the e-mail address provided by the Service Recipient.
- 11. **SEARCH ENGINE** a Digital Service made available to the Service Recipients by the Service Provider, which enables searching for specific content based on the data provided by the User.
- 12. **DISCUSSION FORUM** a Digital Service made available to the Service Recipients by the Service Provider, which enables the exchange of views and information among the Service Recipients. The administrator and moderator of the Forum is the Service Provider.
- 13. **CHAT** a Digital Service made available to the Service Recipients by the Service Provider, which enables live conversations among currently logged in Service Recipients.
- 14. **EVENT CREATION FORM** a Digital Service made available to the Service Recipients by the Service Provider, which enables the Service Recipient to create a showcase of an event in which other Service Recipients can participate.
- 15. **SUBSCRIPTION** a paid Digital Service presented on the Website, which is the subject of the Digital Service Agreement, which allows access to all functionalities available on the Website.
- 16. **DIGITAL SERVICE** a service that allows the Customer to produce, process, store or access digital data as well as to use shared digital data that have been uploaded or generated by the Customer or other Users of this Service and other forms of interaction which use digital data.
- 17. **BILLING PERIOD** the time for which the Subscription was purchased by the User, calculated by months. The day following the end of the previous Billing Period is considered to be the start date of the new Settlement Period. The Service Provider provides a monthly (30-day) Billing Period.
- 18. **DIGITAL SERVICE PROVISION AGREEMENT** an agreement concluded between the User and the Service Provider via the Website which concerns a Digital Service (Subscription).
- 19. **ORDER** a Customer's declaration of intent which constitutes an offer to conclude an Agreement for the provision of a Digital Service with the Service Provider.
- 20. **PRICE** the value expressed in monetary units that the User is obliged to pay to the Service Provider for the Subscription.
- 21. **DIGITAL ENVIRONMENT** computer hardware, software and network connections used by the User to access or use the Digital Service.
- 22. **COMPATIBILITY** compliance of the Digital Service with the computer hardware or software that is usually employed to use the same type of Digital Service without having to transform it.
- 23. **FUNCTIONALITY** the ability of the Digital Service to perform its functions considering its purpose.
- 24. **INTEGRATION** the connection of the Digital Service with elements of the Customer's Digital Environment and its inclusion in these elements in order to ensure compliance with the Digital Service Provision Agreement.

TYPE AND SCOPE OF DIGITAL SERVICES

- 1. The Service Provider enables the use of the following Digital Services via the Website:
 - 1.1 Setting up an Account via the Registration Form,
 - 1.2 Newsletter,
 - 1.3 Search Engine,
 - 1.4 Discussion forum,
 - 1.5 Chat,
 - 1.6 Event Creation Form,
 - 1.7 Subscription.
- 2. The provision of Digital Services to Service Recipients on the Website will be carried out under the conditions set out in these Regulations.
- 3. The Service Provider has the right to place advertising content on the Website. This content is an integral part of the Website and the materials presented therein.
- 4. The Service Provider reserves the right to selectively verify User Accounts in terms of providing true information. The Service Provider does not moderate the content added by the Service Recipients and does not make corrections to their content, except for the situations referred to in § 4 points 9 and 10 of these Regulations.
- 5. Service Recipients can search for events using the Search Engine available on the Website. The Search Engine enables the Service Recipient to search for events by key attributes and filters.
- 6. Account registration on the Website is optional.
- 7. The Service Provider provides the Digital Service which consists in maintaining the Account immediately after the User has set up the Account. The service which consists in maintaining an Account is considered to have been provided when the User gains access to the Website.

§ 4

CONDITIONS OF CONCLUSION AND EXECUTION OF AGREEMENTS FOR THE PROVISION OF DIGITAL SERVICES

- 1. The provision of Digital Services specified in § 3 points 1.1 to 1.5 of these Regulations by the Service Provider is free of charge.
- 2. The provision of the Digital Service specified in § 3 point 1.7 of the Regulations by the Service Provider is payable in accordance with the price list posted on the Website and the rules set out in § 5 of the Regulations.
- 3. The period for which the contract is concluded:
 - 3.1 the contract for the provision of a Digital Service of maintaining an Account is concluded for an indefinite period.
 - 3.2 contract for the provision of Digital Services of the use of the Newsletter is concluded for an indefinite period,
 - 3.3 the contract for the provision of Digital Services of the use of the Search Engine is concluded for a definite period of time and is terminated when the Customer ceases to use this Digital Service,
 - 3.4 the contract for the provision of Digital Services of the use of the Discussion Forum is concluded for a definite period of time and terminates upon posting an entry or ceasing to use this Service by the Service Recipient. The following terms and conditions apply to the use of the Discussion Forum on the Website:
 - a) the Service Provider makes efforts to immediately remove any content considered unlawful,
 - b) while using the Forum, the Customer is obliged to observe the principles of mutual respect and good manners,

- c) the topic of the discussion should be clearly related to the purpose of the section on which it is located,
- d) the content of each entry posted on the Forum expresses the views and opinions of its author and not the Service Provider (except messages posted by him),
- e) the Service Provider is entitled to remove, modify or close any thread or post if they violate the provisions of the Regulations or the law,
- f) in the event of the occurrence of statements which violate any applicable law or suspicion of such a violation (particularly statements which insult specific persons or entities, contain slogans or slurs that incite hatred, racism, etc.), the Service Provider undertakes to block the User's account, notify the relevant services and provide them with all necessary data such as the IP address or e-mail address,
- 3.5 the contract for the provision of Digital Services of the use of the Chat is concluded for a definite period of time and terminates when the Service Recipient ceases to use this Digital Service,
- 3.6 the contract for the provision of Digital Services of enabling the addition of an event showcase is concluded for a definite period of time and terminates when the Event Creation Form is completed or the User ceases to complete it,
- 3.7 the contract for the provision of the Subscription service is concluded for the duration of the Billing
- 4. Technical requirements necessary for compliance with the ICT system used by the Service Provider:
 - 4.1 a computer or mobile device with Internet access,
 - 4.2 access to e-mail,
 - 4.3 a Web browser,
 - 4.4 Cookies and Javascript enabled in the web browser.
- 5. The Service Recipient is obliged to use the Website in a manner consistent with the law and morality, and to be considerate about personal rights and intellectual property rights of third parties.
- 6. The Customer is obliged to enter data consistent with the facts.
- 7. The Service Recipient is prohibited from providing unlawful content.
- 8. The Service Recipient is obliged to refrain from any actions that could hinder or disrupt the functioning of the Website and any actions detrimental to the Service Provider and other entities.
- 9. The Service Provider reserves the right to edit or delete content, without prior notification to the User, including advertisements and photos, whose nature violates the provisions of these Regulations or the provisions of generally applicable law, in particular when they contain the following elements:
 - 9.1 generally considered offensive,
 - 9.2 of a racist nature,
 - 9.3 bearing attributes of crimes or acts of unfair competition,
 - 9.4 infringing copyright and intellectual property rights,
 - 9.5 misleading other Service Recipients,
 - 9.6 advertising other websites, including websites competitive to www.kiedyjakniedzis.pl,
 - 9.7 being spam or promotional material,
 - 9.8 containing announcements about competition activities organized without the consent of the Website.
 - 9.9 serving the purpose of political, electoral, religious or other canvassing
 - 9.10 advertisement content uploaded without the Service Provider's consent.
- 10. The Service Provider reserves the right to remove any content from the Website, thus informing a given Service Recipient of this fact, if the Service Provider has knowledge, reasonable suspicion or appropriate official information that by placing a given content on the Website, the Service Recipient has committed a violation, attempted violation, evasion or an attempt to evade commonly applicable law or the provisions of

these Regulations, in particular acted or attempted to act to the detriment of other Customers or third parties, including failure to comply with the contract concluded with other Customers.

§ 5

DIGITAL SERVICE PROVISION AGREEMENT

- 1. Subscription activation information.
 - 1.1 Activating the Subscription allows the User to use all the functionalities available on the Website,
 - 1.2 The subscription offered on the Website is Functional and Compatible with equipment that meets the technical requirements indicated on the Website and these Regulations,
 - 1.3 The information on the Service website does not constitute an offer within the meaning of the law. By placing an Order, the Customer submits an offer to purchase the Subscription under the conditions specified in its description,
 - 1.4 The Subscription price shown on the Website is given in Polish zlotys (PLN) and includes the VAT,
 - 1.5 The Subscription price shown on the Website is binding at the time of placing the Order by the Customer. This price will not change regardless of price changes on the Website that may occur after the Customer has placed the Order,
 - 1.6 The Service Provider shall clearly inform the Customers about Prices and Price reductions. Next to the information about the reduction, the Service Provider shows the lowest Price that was in force during the period of 30 days before the reduction was introduced,
 - 1.7 In order to place an Order, the Customer is obliged to go to the "Settings" tab available in the Customer Account and accept the Regulations and Privacy Policy of the Website,
 - 1.8 The Service Provider shall inform the Customer about updates of the Website and the Subscription throughout the duration of the Digital Service Provision Agreement. The User is obliged to install the update provided by the Service Provider within a reasonable time.
- 2. Conclusion of the Subscription Agreement.
 - 2.1 In order to conclude the Agreement for the provision of the Subscription, it is necessary to submit an Order in advance in accordance with point 1.7 of this paragraph,
 - 2.2 After placing the Order, the Service Provider immediately confirms its receipt by sending an e-mail,
 - 2.3 The confirmation of receiving the Order referred to in point 2.2 of this paragraph binds the Customer with his Order and includes:
 - a) the confirmation of the Order placement,
 - b) these Regulations.
 - 2.4 Upon receipt by the Customer of the e-mail message referred to in point 2.3 of this paragraph, an Agreement for the provision of a Digital Service in the form of the Subscription is concluded between the Customer and the Service Provider,
 - 2.5 Each Agreement for the provision of Subscription shall be confirmed by proof of purchase, which will be sent by e-mail to the e-mail address of the Customer provided when registering the Account.
- 3. Payment Methods and Subscription Delivery.
 - 3.1 Payments for the Subscription can be made by the Customer:
 - a) by a bank transfer to the Service Provider's bank account,
 - b) through the website of an external payment agent,
 - 3.2 In the case of payment by a bank transfer, the Customer is obliged to make a payment to the bank account no. 35249000050000460000006392. The transfer title should be the Customer's name and surname,
 - 3.3 The electronic payment system enables payments by credit card or quick online transfers from selected Polish banks,

- 3.4 The Subscription is delivered automatically after the payment is credited to the Service Provider's bank account.
- 3.5 The Service Provider provides the Customer with the Digital Service in the latest available version at the time of concluding the Agreement.
- 4. Complaint procedure for non-compliance of the Digital Service with the Agreement.
 - 4.1 The basis and scope of the Service Provider's liability towards the Customer (who is also a Consumer) for non-compliance of the Digital Service with the Agreement are specified in the Consumer Rights Act of 30 May 2014,
 - 4.2 The Customer is obliged to cooperate with the Service Provider in order to determine whether the lack of compliance of the Digital Service with the Agreement results from the characteristics of the Customer's Digital Environment,
 - 4.3 Notification of non-compliance of the Digital Service with the Agreement and the relevant request can be made by the Customer via e-mail to the following address: biuro@kiedyjakniedzis.pl,
 - 4.4 In the e-mail message, it is advisable to provide as much information and circumstances regarding the subject of the complaint as possible, particularly the type and date of the irregularity and contact details. The information provided will significantly facilitate and accelerate the consideration of the complaint by the Service Provider,
 - 4.5 The Service Provider will respond to the Customer's request immediately, no later than within 14 days of its receipt,
 - 4.6 In the case of a complaint from a Customer who is also a Consumer failure to consider the complaint within 14 days of its submission is tantamount to its consideration,
 - 4.7 The Customer may first demand that the Digital Service be brought into compliance with the Agreement. The Customer may alternatively demand a reduction in the Price and withdrawal from the Agreement only in the cases specified in the Consumer Rights Act of 30 May 2014,
 - 4.8 In connection with a justified complaint by the Customer, the Service Provider shall respectively:
 - a) restore the Digital Service into compliance with the Agreement at his own expense,
 - b) reduce the Price of the Digital Service (the reduced Price must remain in the proportion of the Price of the Digital Service in accordance with the contract to the Digital Service that is not in accordance with the contract) and return the value of the reduced Price to the Customer within 14 days of receipt of the authorized statement on the reduction of the Price from the Customer, at the latest,
 - c) return the Price of the Digital Service to the Customer no later than 14 days from the date of receipt of the withdrawal statement, in the event of an authorized withdrawal from the Agreement by the Customer. In the event of his withdrawal from the contract, the Customer is obliged to immediately stop using the Digital Service,
 - 4.9 Any reply to the complaint is provided on paper or another durable carrier, e.g. an e-mail or text message,
 - 4.10 The Service Provider is not entitled to demand payment for the time in which the Digital Service was inconsistent with the Agreement, even if the Customer actually used it before withdrawing from the agreement,
 - 4.11 The Service Provider is obliged to return the Price only in the part corresponding to the Digital Service that is inconsistent with the Agreement, whose obligation to deliver ceased as a result of withdrawal from the Agreement.
- 5. Withdrawal from the Agreement.
 - 5.1 With the exception of point 5.4 of this paragraph, the Customer who is a Consumer who has concluded a distance Agreement may withdraw from it without giving reasons by submitting a relevant statement within 14 days. In order to meet this deadline, it is sufficient to send a statement of withdrawal from the Agreement made available on the Website.

- 5.2 In the event of withdrawal from the Agreement, the Agreement is considered void,
- 5.3 The fourteen-day period in which the Consumer may withdraw from the Agreement is counted from the date of conclusion of the Digital Service Agreement,
- 5.4 The Consumer is not entitled to withdraw from a distance Agreement, e.g. in the case of a contract:
 - a) for the provision of services for which the Consumer is obliged to pay the Price, if the Service Provider has fully performed the service with the express and prior consent of the Consumer. The Consumer was also informed before the commencement of the service that after the Service Provider has performed the service, he will lose the right to withdraw from the Agreement, and the Consumer took note of that,
 - b) for the delivery of Digital Content not delivered on a tangible medium, for which the Consumer is obliged to pay the Price, if the Service Provider has started the service with the express and prior consent of the Consumer. The Consumer was also informed before the commencement of the service that after the Service Provider has performed the service, he will lose the right to withdraw from the Agreement, and the Consumer took note of that, and the Service Provider provided the Consumer with confirmation,
- 5.5 The right to withdraw from the Agreement is vested in both the Service Provider and the Customer in the event of failure to fulfil its obligation by the other party within a strictly specified period,
- 5.6 In the event of withdrawal from the Agreement, the Service Provider may prevent the Customer from further using the Digital Service, in particular by preventing the Customer from accessing the Digital Service.
- 6. Subscription Cancellation.
 - 6.1 The Service Recipient has the option to cancel the Subscription at any time by sending relevant information to the Service Provider via e-mail to the following address: biuro@kiedyjakniedzis.pl,
 - 6.2 The cancellation of the Subscription results in its termination, and in order to reactivate the Subscription, the Customer must place an Order via his Account on the Website.

§ 6

CONDITIONS FOR THE TERMINATION OF AGREEMENTS FOR THE PROVISION OF DIGITAL SERVICES

- 1. The termination of the contract for the provision of Digital Services:
 - 1.1 an Agreement for the provision of Digital Services of a continuous and indefinite nature (e.g. maintaining an Account, Newsletter) may be terminated,
 - 1.2 The Service Recipient may terminate the contract with immediate effect and without giving reasons by sending a relevant statement via e-mail to the following address: biuro@kiedyjakniedzis.pl,
 - 1.3 The Service Provider may terminate the contract for the provision of Digital Services especially in the following cases:
 - a) the Service Recipient uses the Website in a manner contrary to its intended use,
 - b) the Service Recipient has not logged onto the Website in 12 months,
 - c) the Service Recipient possesses more than one User Account.
 - 1.4 The Service Recipient continues to provide unlawful content after an ineffective prior request to stop the violations with an appropriate deadline. In this case, the Agreement expires after 3 days from the date of submitting the declaration of intent to terminate it (notice period),
 - 1.5 The first 1,000 Users to register on the portal will be called "Ambassadors". If the Ambassador invites 5 people to the portal during the year and they register an Account on the Website, the Ambassador receives a free Account on the Website for an indefinite period. Both the inviting person and the invited person must be active on the Website. In the event that the inviting or invited user does not write anything in the chat or on the blog within a year from the account registration, or does not create any

event, they will lose the Ambassador status and their Account will be removed from the Website - i.e. the contract for the provision of Electronic Services will be terminated for such a User,

- 1.6 The termination of the Agreement leads to the expiry of the legal relationship with effect for the future.
- 1.7 The deletion of the account or its blocking cannot be any ground for a refund claim for service provided.
- 2. The Service Provider and the Service Recipient may terminate the Agreement for the provision of Digital Services on the Website at any time by common agreement of the parties.

§ 7

COMPLAINTS RELATED TO THE PROVISION OF DIGITAL SERVICES

- 1. Complaints related to the provision of Digital Services via the Website may be submitted by the Service Recipient via e-mail to the following address: biuro@kiedyjakniedzis.pl,
- 2. In the e-mail message, it is advisable to provide as much information and circumstances regarding the subject of the complaint as possible, particularly the type and date of the irregularity and contact details. The information provided will significantly facilitate and accelerate the consideration of the complaint by the Service Provider.
- 3. The Service Provider will respond to the Customer's request immediately, no later than within 14 days of its receipt.
- 4. The Service Provider's response to the complaint will be sent to the Customer's e-mail address provided in the complaint.

§ 8

INTELLECTUAL PROPERTY

- 1. All content posted on the website at www.kiedyjakniedzis.pl is protected by copyright and (with the exception of content posted by Service Recipients and elements used under license, transfer of copyright or fair use) is the property of Maria Szyszka running a business under the name MARIA SZYSZKA CENTRUM JĘZYKOWE CONE SCHOOL, NIP: 5551361877, REGON: 771618830, business address and delivery address: ul. Modrzewskiego 5, 89-600 Chojnice. The Service Recipient bears full responsibility for damage caused to the Service Provider, resulting from the use of any content of the website www.kiedyjakniedzis.pl, without the consent of the Service Provider.
- 2. Any use by anyone, without the express written consent of the Service Provider, of any of the elements that make up the content of the website www.kiedyjakniedzis.pl constitutes a violation of the Service Provider's copyright and will result in civil and criminal liability.
- 3. All trade names, names of products, companies and their logos used on the Website at www.kiedyjakniedzis.pl belong to their respective owners and are used only for identification purposes. They may be registered trademarks. All materials, descriptions and photos presented on the Website at www.kiedyjakniedzis.pl are used for information purposes.
- 4. By sending a photo and other digital content to the Website, the Service Recipient consents to their publication on the Website and bears sole responsibility for any infringement of copyright and related rights as well as third party personal rights in this respect, and in the event of any person making any claims or demands against to the Website or the Service Provider in this respect, the Service Recipient undertakes to release the Website or the Service Provider from any liability and to fully satisfy the claims of third parties.

§ 9

RESPONSIBILITY

- 1. The Service Provider shall take all measures available to protect the data of the Service Recipients.
- 2. The Service Provider undertakes not to transfer the Customers' data to third parties without an appropriate legal basis for it.

- 3. Service Recipients bear full responsibility for breaking the law or damage caused by their activities on the Website, in particular providing false data, disclosing classified information or other secrets protected by law, infringement of personal rights or copyrights and related rights, as well as processing Users' personal data contrary to the purposes of the Website or in violation of the provisions on the protection of personal data.
- 4. The Service Provider is not responsible for the accuracy of the information and data provided by the Service Recipients as well as that transferred between the Service Recipients.
- 5. The Service Provider shall not be liable for such use of the portal that is inconsistent with these Regulations and for any damages incurred by Users in connection with such use of the Website.

§ 10

FINAL PROVISIONS

- 1. Agreements concluded through the Website are concluded in accordance with Polish law.
- 2. In the event of any discrepancy between any part of the Regulations and the applicable law, the relevant provisions of Polish law shall apply in place of the questioned provision of the Regulations.
- 3. The Service Provider is entitled to make alterations to the Website in order to improve it and improve its functionalities. These changes do not infer any costs for the Customer.
- 4. The Service Provider shall inform the Customer about the changes referred to in point 3, in a clear and understandable manner, and if the introduced change affects the Customer's access to and use of the Digital Service, the Service Provider shall inform the Customer about the change in advance and by sending a hard copy of this information about:
 - 4.1 the date of making the change,
 - 4.2 change characteristics,
 - 4.3 the right to terminate the contract without observing the notice period, within 30 days from the date of making the change or informing about this change, if the notification took place later than this change. The User has the right to reject the changes proposed by the Service Provider. By rejecting the introduced changes, the User agrees to have their account deleted.
- 5. The Service Provider is released from the obligation referred to in point 4 of this paragraph, if it has provided the Customer with the right to keep the Digital Service in accordance with the contract unchanged and without additional costs.
- 6. Any disputes arising between the Service Provider and the Service Recipients will be settled in the first place through negotiations, with the intention of settling the dispute amicably. However, should this not be possible or unsatisfactory for either party, disputes will be settled by a competent common court, in accordance with point 7 of this paragraph.
- 7. Any disputes arising between the Service Provider and the Service Recipient who is also a Consumer shall be submitted to the competent courts in accordance with the provisions of the Code of Civil Procedure of 17 November 1964.
- 8. The Service Recipient who is a Consumer also has the right to use out-of-court dispute resolution, in particular by submitting a request for mediation or a request for consideration of the case by an arbitration court after the complaint procedure is completed (the request can be downloaded from the website http://www.uokik.gov.pl/download.php?plik=6223 The list of Permanent Consumer Arbitration Courts operating at the Provincial Branches of the Trade Inspection is available on the website:
 - http://www.uokik.gov.pl/wazne_adresy.php#faq596
 - The consumer may also use the free assistance of the poviat (County) consumer ombudsman or any social organization whose statutory tasks include consumer protection. Out-of-court pursuit of claims following the end of the complaint procedure is free of charge.
- 9. In order to resolve the dispute amicably, the consumer may, in particular, submit a complaint via the ODR (Online Dispute Resolution) internet platform, available at: http://ec.europa.eu/consumers/odr/