

TERMS AND CONDITIONS OF USE OF THE EDUEXE READER APPLICATION

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I. General Provisions

1. These Terms and Conditions (hereinafter: "**T&C**") determine the principles, conditions and scope of use of the Eduexe Reader application (hereinafter: "**Application**") allowing to read and participate in the eLearning course, solve eTests shared by the Trainer in the Cloud and interact with the Trainer, and forms terms and conditions in the meaning of Art. 8 of the Act of 18 July 2002 on Provision of services via Electronic Means (Journal of Laws of 2002, No. 144, item 1204, as amended).
2. The terms used herein shall have the following meanings:
 - a. User - person using the Application. The User can be a consumer (in the meaning of Art. 22¹ of the Act of 23 April 1964 - Civil Code (Journal of Laws of 1964 No. 16 item 93, as amended) as well as a natural person conducting a business activity as well as employees and co-workers of legal persons and organisational units without legal personality;
 - b. Trainer - person creating the courses and distributing them to the User through the Cloud, controlling the User's progress through upload of eTests and interacting with the User;
 - c. Eduserwis - owner and operator of the Application, Cloud, Eduexe Browser software, Eduexe Library software and Eduexe application;
 - d. Eduexe Browser software and Eduexe Library software - software that enables to run eLearning courses and eTests;
 - e. Eduexe application - application allowing to create eLearning courses and eTests and allowing to distribute them to the learners through the Cloud as well as to control the progress and interact with learners;
 - f. Cloud – hardware/software environment accessible from the Application and Eduexe application, intended for distribution of eLearning courses and eTests as well as for Account management. The Cloud is located in the cloud e24cloud (www.e24cloud.com);
 - g. Licence - contract between Eduserwis and the User under which Eduserwis authorises the User to use the Application, Eduexe Browser software and Eduexe Library software.
3. The Application is intended for persons over 15.
4. Downloading the Application is equivalent to full acceptance and confirmation of understanding of the provisions of these T&C. All Users, upon commencement of the activity referred to above, are obliged to observe the provisions hereof.
5. The Terms and Conditions are available free of charge on: www.eduexe.com in a downloadable, recordable and printable version.

II. Technical Conditions and Requirements

1. The Application operates through the browser in the Windows operating system (supported versions are specified on website www.eduexe.com) and other operating systems, if such an information is published on the website www.eduexe.com. The Application is also available in a mobile version.
2. Proper operation of the Application requires a device with Internet access, with one of the following browsers installed:
 - Mozilla Firefox, version 25.0 or latest,
 - Google Chrome, version 30 or latest,
 - Opera, version 20 or latest,
 - Edge,

- Safari, version 8.
3. Additional technical requirements:
 - enabled cookies,
 - enabled JavaScript.
 4. Due to differences in operation of the browsers as well as JavaScript, certain functions of the Application may not function properly on computers with an operating system other than Microsoft Windows.
 5. The User provides the technical conditions referred to in point II sections 1-5 above in his/her own scope.
 6. A device with Internet access is required for proper operation of the Application in the mobile version. The Application runs on the Android operating system (the supported system versions are specified on www.eduexe.com) and other operating systems, if such a version of the Application is available in the store supporting the given operating system.
 7. The costs of transmission of data necessary to download, install, launch and use the Application shall be incurred by the Users under the contracts concluded with the telecommunications operators or other Internet service providers.
 8. Eduserwis is not liable for:
 - a. hindrances and lack of possibility to use the Application resulting from faulty operation of the User's devices or User's failure to observe the technical requirements described in this paragraph;
 - b. technical problems or technical limitations connected with the User's software or resulting from the Internet network the User uses (firewalls - blockades, improper multimedia player versions, anti-virus programs and other) which prevent the User from accessing the Application and content therein;
 - c. interruptions in access to the Application resulting from technical reasons (e.g. maintenance, inspection, equipment replacement);
 - d. loss of data necessary to access the Application resulting from circumstances attributable to the User as well as equipment or system failure, or other circumstances beyond control of Eduserwis.
 9. Eduserwis reserves the right to:
 - a. periodically disable access to the Application functionalities or services enabling use of the Application without notice;
 - b. cease providing services within the framework of the Application upon potential prior notification of the Users on the website www.eduexe.com;
 - c. change the Application functionality without prior notice.
 10. Eduserwis bears no liability for any damage sustained by the User and caused by the threats for the ICT system of Eduserwis occurring on the Internet and in relation to which Eduserwis acted with due diligence in order to apply all safeguarding measures, including protection against hacking the Eduserwis system or infecting the Eduserwis system with viruses.

III. Terms of Application Use

1. Downloading the Application as well as using it to read and participate in the eLearning Course, solve eTests shared by the Trainer in the Cloud and interact with the Trainer is voluntary.
2. The Users are obliged to use the Application in a manner compliant with the governing law, these Terms and Conditions as well as terms and conditions of stores from which the Application is downloaded, and with the principles of community life.
3. The User bears full liability for observance of the provisions of the Terms and Conditions.
4. The Users are obliged to notify Eduserwis immediately about any case of breach of their rights in connection with use of the Application.
5. It is prohibited for the Users to use the Application in breach of the law, good customs or legitimate interests of other Users, Trainer, Eduserwis and third parties.

6. It is prohibited to use the Application and its functionalities for purposes other than arising from the nature and subject of the Application as well as from these Terms and Conditions; in particular it is prohibited to:
 - a. use the Application in a manner disturbing its functioning;
 - b. use any information and materials made available via the Application in excess of the scope of permitted use;
 - c. conduct any agitation via the Application, including political or religious agitation;
 - d. send spam or unsolicited commercial information via the Application;
 - e. take any actions that could inflict damage, including damage to Eduserwis, other Users or third parties.
7. The User may be blocked for failure to observe the provisions of the Terms and Conditions or commonly governing law. The decision regarding blockade, including its duration and scope, shall be made by Eduserwis.

IV. Liability of Eduserwis

1. Eduserwis declares that the Application, Eduexe Browser software and Eduexe Library software have been created and are updated according to its best knowledge and with due diligence.
2. The Application, the Eduexe Browser software and the Eduexe Library software are made available to the User *"as it is"*.
3. Eduserwis grants no express or implied warranties regarding services provided in the Application, Eduexe Browser software and Eduexe Library software .
4. Eduserwis reserves the Application, Eduexe Browser software and Eduexe Library software are used exclusively at the expense and risk of the User.
5. Responsibility for use of the Application, Eduexe Browser software and Eduexe Library software lies exclusively with the User.
6. Eduserwis hereby informs the User about the threats connected with use of services provided via electronic route, i.e. - inter alia - about the fact that:
 - a. operation of the global Internet depends on services of multiple entities,
 - b. operation and availability of the Internet is beyond control of Eduserwis;
 - c. electronic communication is exposed to intervention of third parties;
 - d. Eduserwis continuously strives to improve safety and streamline the use of the Application, however it is impossible to fully eliminate the risk of intervention of third parties;
 - e. the basic threats connected with use of the Internet include Trojan horses, computer viruses, spam (unsolicited electronic mails sent simultaneously to multiple recipients). It is in the interest of each user of the services provided via the Internet to install legal and current software protecting the User's computers against the said threats.
7. Eduserwis is not liable for any damage sustained by the User as a result of downloading, installation or use of the Application. In particular, Eduserwis is not liable for:
 - a. any damage caused by improper use of the Application by the User;
 - b. any damage arising from use of the Application by the Users in a manner not compliant with the law or the Terms and Conditions;
 - c. loss of data caused by improper use or functioning of the Application;
 - d. any breach of rights of any third parties by the User through use of the Application, including - in particular - breach of personal interests or copyrights of third parties;
 - e. for lost profits;
 - f. any damage arising from use by the User of the data and information shares in the Application for the economic, investment, business information, etc.;
 - g. any damage arising from failure or interruption of functioning of the Application;
 - h. quality, safety or lawfulness of activities taken by the Instructor as well as truthfulness and reliability of the information supplied by the Trainer;

- i. any damage connected with use of the data available in the Application or lack of possibility to use the Application, regardless of the reason for it.

V. Content Uploaded to the Application by the User

1. Uploading any materials to the Application, the User declares that:
 - a. he/she is the owner of proprietary copyrights to such materials and can dispose freely of such rights, especially copyrights allowing to publish the materials in the Application and share them publicly in this manner, or that he/she obtained the licence for use of such materials from a person who is the owner of the proprietary copyrights to the said materials in the specific fields of use.
 - b. the proprietary copyrights or rights he/she can use under the licence do not threaten and do not breach the rights of any third parties, in particular they do not breach their proprietary and personal copyrights;
 - c. if any third party raises claims arising from breach of their rights, as referred to above, he/she - as the sole responsible party - shall reimburse to Eduserwis the costs incurred in connection with claims for damages raised against Eduserwis, indemnifying Eduserwis as regards all and any liabilities arising from such claims.
2. Uploading the materials to the Application, the User grants non-exclusive licence, free of charge and with no limitations in time or place, for use of the materials uploaded to the Application by him/her in the following fields of use:
 - storage on servers,
 - creation of backup copies,
 - document preview,
 - searching.
3. The size of materials uploaded to the Application by the User is subject to limitation resulting from technical capabilities of the Application. Eduserwis reserves the right to introduce changes in the scope of limitations arising from technical capabilities of the Application at any time without notice.
4. When using the Application, it is prohibited to:
 - a. upload to the Application any materials in breach of the law, Terms and Conditions, good customs, moral standards or principles of fair competition, obscene, offensive, defaming content or content infringing personal interests of other persons, including other Users, Trainer or Eduserwis, supporting radical social positions or promoting such outlooks (any type of discrimination regarding race, ethnicity, sex, religion, etc.);
 - b. upload erotic or pornographic materials in any form;
 - c. inclusion of any materials containing personal data in the meaning of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and the Personal Data Protection Act of 25 May 2018 (Journal of Laws of 2018, item 1000).
5. Eduserwis reserves the right to verify if the User's behaviour and materials uploaded by him/her are compliant with the law and provisions hereof.
6. Eduserwis bears no liability for the content published and shared by the User via the Application with the Trainer, especially for breach of copyrights, both of the User and third parties.
7. Eduserwis can remove materials it deems non-compliant with the Terms and Conditions or commonly governing law without warning or notice. Persistent uploading of materials in breach of the Terms and Conditions or provisions of the law may result in blocking the User. Eduserwis shall not be liable towards the User for any damage resulting from preventing the User from accessing data with content not compliant with the law or the Terms and Conditions.
8. Regardless of the above provisions, Eduserwis is authorised to further actions provided for by the law, including notification of competent public authorities appointed to prevent and prosecute offences.

VI. Copyrights to the Application, Eduexe Browser and Eduexe Library software

1. The Application, Eduexe Browser software and Eduexe Library software as well as any materials and information included in the Application and layout of the content presented in the Application as well as logos, graphic elements and trademarks are subject to exclusive rights of Eduserwis and its business partners, Trainer and are legally protected, including protection under the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws of 1964, No. 16, item 93).
2. Use of the Application is not equivalent to acquisition of rights to the content made available through it, including built-in interactive components.
3. Eduserwis grants the User a licence, free of charge and without limitation in time and space, in the scope of use of the materials and information being the property of Eduserwis, graphic elements and content presented in the Application shared to the User in the Application in the following fields of use:
 - recording and multiplication;
 - marketing of the original or copies;
 - public performance, exhibition, display, playing or broadcast;
 - rebroadcast;
 - making the Work available publicly in a manner that grants access to it at any time and in any place,
4. The licence granted to the User by Eduserwis does not include the right to the following activities: copying, sending, downloading and sharing materials available in the Application outside the scope arising from permitted use of the Application.
5. Any breach of the copyrights of Eduserwis by the User may result in legal actions the consequence of which is civil and/or penal liability, pursuant to the provisions of the law.

VII. Licence for the Application, Eduexe Browser Software and Eduexe Library software

1. Use of the Application, Eduexe Browser software and Eduexe Library software by the User is based on a non-exclusive Licence which is free, unlimited in time and space. The licence contract (Licence) between the User and Eduserwis is concluded upon acceptance of the Terms and Conditions by the User.
2. The Licence granted by Eduserwis to the User covers non-exclusive right to use the Application, Eduexe Browser software and Eduexe Library software, without limitations in time and space, in the mode ensuring access to the Application on the User's device upon downloading the Application on the device in the following fields of use:
 - installation,
 - storage,
 - use.
3. The term of licence for use of the Application, Eduexe Browser software and Eduexe Library software runs from the moment of acceptance of the Terms and Conditions by the User to the moment of deletion of the Application from the User's device.
4. Eduserwis declares that it is entitled to grant the Licence for use of the Application, Eduexe Browser software and Eduexe Library software to the User.
5. The licence granted to the User by Eduserwis does not include the right to the following activities:
 - a) use of the Application, Eduexe Browser software and Eduexe Library software for any purposes other than connected with the use of the Application;
 - b) decompiling of any parts of the Application, Eduexe Browser software and Eduexe Library software ;
 - c) copying, sending, downloading and sharing materials available in the Application, Eduexe Browser software and Eduexe Library software outside the scope arising from permitted use of the Application, Eduexe Browser software and Eduexe Library software;

- d) permanent or temporary multiplication of the Application, Eduexe Browser software and Eduexe Library software in full or in part by any means or in any form, subject to the rights granted to the User under the Terms and Conditions;
 - e) sharing the Application, and Eduexe Browser software and Eduexe Library software to third parties under any legal basis, against payment or free of charge;
 - f) translation, adaptation, change in layout or introduction of any other changes in the Application, including modification of the source code of the Application, Eduexe Browser software or Eduexe Library software ;
 - g) attempts to remove, break or override technical safeguards against unauthorised sharing, launching, multiplication or dissemination of the Application, Eduexe Browser software and Eduexe Library software ;
 - h) removal, concealing or changing of information regarding copyrights or other ownership rights to the Application, Eduexe Browser software or Eduexe Library software;
 - i) granting a sub-licence to any third party to use the Application, Eduexe Browser software and Eduexe Library software.
6. The User is obliged to observe the provisions of this Licence.
 7. If Eduserwis finds cases of breach of the Licence conditions, Eduserwis can block access to the Application.
 8. The above does not exclude taking legal actions provided for by the commonly governing law against persons infringing the conditions of the Licence.
 9. Eduserwis reserves all rights not granted expressly to the User in the Licence.

VIII. Cookies and Local Storage

1. Cookies and local storage are data stored in the device by means of which the User uses the Application and intended to use the Application. Cookies and local storage contain the name of the page the originate from, storage time in the end user and a unique number identifying the browser from which the User connects with the Internet.
2. Cookies and local storage are not harmful for the User's device he/she uses to access the Application.
3. Eduserwis uses cookies and local storage which collect anonymous information about the user, in particular about the method of use of the Application by the User, in order to customise the services and content presented in the Application according to the individual needs of the Users, ensure higher quality of provided services and improve the functionality of the Application.
4. Within the scope of use of cookies and local storage, Eduserwis collects the following anonymous (not allowing for identification) information about the User:
 - 1) localisation of the IT system termination in the network he/she uses,
 - 2) host names,
 - 3) connection speed,
 - 4) time spent in the Application,
 - 5) browser type and language,
 - 6) method of entering the page of the Application and its display,
 - 7) visited Application subpages,
 - 8) information regarding assigned logins for the session,
 - 9) technical parameters of the browser settings necessary for proper presentation of the eLearning course and eTest.
5. Within the scope of use of cookies and local storage, Eduserwis collects also the IP of the User's end device - this information is classified as the given person being the User.
6. The service provider informs that software used to browse the Internet (Internet browsers) enable storage of cookies and local storage in the User's device. The User is entitled to disable saving and reading of cookies from its end device, changing the Internet browser parameters regarding cookies and local storage. Concurrently, the service provider informs that restriction of use of cookies and local storage can affect the functionality of certain Application elements.

IX. Remuneration

1. Downloading the Application as well as using it to read and participate in the eLearning Course, solve eTests shared by the Trainer in the Cloud and interact with the Trainer is free of charge.

X. Complaints

1. All advertisements connected with the operation of the Application and provision of services through it as well as questions regarding use of the Application must be sent to Eduserwis to the following e-mail address: support@eduexe.com or by traditional post to the address specified in point XII item 7 of these Terms and Conditions.
2. No complaints can be lodged regarding defects, failures and irregularities connected with use of the Application that do not arise from reasons attributable to Eduserwis, including those arising from:
 - errors and mistakes of the User,
 - breach of the provisions of these Terms and Conditions,
 - improper functioning of the Internet browser, telecommunication connection, improper configuration of the User's computer hardware or software,
 - activity of any third parties beyond control of Eduserwis,
 - circumstances connected with the Trainer, resulting in blocking his/her access to the Eduexe application.
3. The complaint must include the User's data (name, surname and correspondence address) as well as his/her e-mail address and exact description and reason for the complaint.
4. Within 14 business days from its receipt, Eduserwis shall review the complaint and inform the User, via e-mail or by postal mail, about the review result. If the data or information provided in the complaint require supplementation, Eduserwis shall request the User to supplement them. The time needed by the user to supply additional information extends the time limit for complaint review.

XI. Personal Data - Privacy Policy

1. Downloading and using the Application as well as containing Eduserwis, e.g. when lodging a complaint, the User grants consent for processing of the personal data provided by him/her to Eduserwis pursuant to the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and the Personal Data Protection Act of 25 May 2018 (Journal of Laws of 2018, item 1000) for the purposes connected with performance of the contract for provision of services in the scope of use of the Application and performance by Eduserwis of obligations provided for by the law, including, inter alia, processing of complaints, settlement of transactions, necessary contact.
2. The Controller of the Users' personal data is Eduserwis.
3. Eduserwis makes all effort to ensure physical, technical and organisational safeguarding measures for the stored data to protect them against accidental or intentional destruction, loss, change, unauthorised disclosure, use or access, pursuant to the governing law. For this purpose, Eduserwis implemented proper procedures. As regards personal data in the form of IP addresses of the end devices of the Users, Eduserwis prevents unauthorised persons from obtaining and modification of such data through application of the necessary technical measures, including software allowing to control the flow of information between the Eduserwis IT system and the public network as well as control of actions initiated from the public network and Eduserwis IT system.
4. The processed personal data are: IP of the User's end devices and, in the scope of complaints: name, surname, e-mail address, residence address, company name, registered office address.
5. The legal basis for processing of the User's personal data is:

- a. voluntary consent of the User granted through acceptance of these Terms and Conditions - pursuant to Art. 6 section 1 letter a) GDPR,
 - b. legitimate interests pursued by Eduserwis - under Art. 6 section 1 letter f) GDPR (i.e. processing of personal data is necessary for the purposes arising from the legitimate interests pursued by Eduserwis, e.g. seeking potential claims in relation to performance of services).
6. Provision of the personal data referred to in section 4 above is voluntary but necessary for the purpose of contract performance, including also the right to lodge a complaint.
7. The personal data of the User shall not be made available to other data recipients.
8. The personal data of the User shall be processed for the period necessary to perform the contract and upon its termination for the purpose of pursuit of legitimate interests of Eduserwis, e.g. seeking of potential claims in relation to performance of the service, and for the period necessary to perform the obligations arising from the law, e.g. the Accounting Act.
9. The personal data of the User will be processed in an automated manner (in the form of profiling). Profiling of personal data by Eduserwis consists in processing of the User's personal data obtained by means of cookies, using them to assess certain information about the User, in particular to analyse or project personal preferences and interests.
10. Accepting the fact of saving of cookies on his/her end device, the User confirms that he/she has been informed about profiling carrying out by Eduserwis, is aware of it and grants voluntary consent for it.
11. The User has the right to access the content of his/her data, correct, rectify, erase them or restrict their processing, right to raise an objection against their processing, right to raise an objection against profiling, right to transfer the data, right to demand access to the data as well as right to submit a complaint to a supervisory authority (President of the Personal Data Protection Office) if the User believes that processing of his/her data is not compliant with the currently governing law in the scope of data protection. The User has also the right to be forgotten if further processing is not provided for by the currently governing law.
12. The User has also the right to withdraw the consent at any time and its withdrawal does not affect data processing performed prior to the withdrawal.
13. The User can exercise the rights referred to in sections 9 and 10 above sending a message to the following e-mail address: gdpr@eduexe.com or sending a letter by traditional mail to the address specified in point XII item 7 of these Terms and Conditions.

XII. Final Provisions

1. These Terms and Conditions are introduced for an indefinite period of time.
2. In all matters not governed by the Terms and Conditions the provisions of the Polish law shall apply, in particular the Act of 23 April 1964 - Civil Code (Journal of Laws of 1964, No. 16, item 93, as amended), Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws of 1964, No. 16, item 93) and Act of 18 July 2002 on Provision of services via Electronic Means (Journal of Laws of 2002, No. 144, item 1204).
3. Should any provision of these Terms and Conditions become ineffective due to changes of the statutory law or regulations or due to a court ruling, the balance of the Terms and Conditions shall remain unaffected.
4. These Terms and Conditions were drafted in the Polish and English language versions: Polish version available on <http://www.eduexe.com/regulamin>, English version available on <http://www.eduexe.com/terms>. In case of discrepancies between the Polish and English version or in case of any doubts, the Polish version shall prevail.
5. Eduserwis reserves the right to change these Terms and Conditions, informing about this fact each time by means of a message posted on www.eduexe.com. All changes to the Terms and Conditions enter into force within 14 days from the date of their publication on the website www.eduexe.com.

6. All Users are entitled to reject the new provisions of the Terms and Conditions which is, however, equivalent to cessation of use of the Application. In such a case the User should uninstall the Application from his/her device.
7. The owner and operator of the Application, Eduexe Browser software, Eduexe Library software and Eduexe application as well as the provider of the services rendered via the said applications and software is Eduserwis Marciniak i Wspólnicy sp.j. with its registered office in Poznań (61-578), ul. Niedziałkowskiego 1, entered in the Register of Entrepreneurs kept by the District Court Poznań – Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register under KRS [National Court Register] number: 0000195583, holding NIP no.:7772759533, Regon: 634562603.
8. All disputes between Eduserwis and the Users connected with performance of provisions hereof shall be resolved by the parties by way of amicable negotiations. In case of failure to reach the agreement, the parties shall refer all potential disputes for resolution to a common court of proper venue serving the address of Eduserwis.