

TERMS AND CONDITIONS OF THE ONLINE SHOP

The regulations are effective as of 1 January 2023.

1. Definitions

1. **Shop** – an online shop available at <https://www.paragona.com/paragona-academy/>, through which the Buyer may conclude a contract for the purchase of Online Courses offered by the Seller.
2. **Seller** – Paragona Polska spółka z ograniczoną odpowiedzialnością spółka komandytowa (limited partnership with limited liability company as a partner), with its registered office in Warsaw (00-867), aleja Jana Pawła II 29, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 12th Commercial Division – National Court Register under KRS no.: 0000208952, REGON 015748340, NIP 5262771853.
3. **Online Shop Terms and Conditions** – these terms and conditions for the provision of electronic services, setting out the rules for making purchases in the Shop.
4. **Privacy policy** – a document describing the purposes and means of data processing, as well as the rights of data subjects.
5. **Consumer** – an adult natural person with full legal capacity, making a purchase from the Seller not directly connected with his/her economic or professional activity.
6. **Customer** – a natural person of full legal age with legal capacity, a legal person or an organisational unit without legal personality but with legal capacity, making a purchase from the Seller directly connected with its business or professional activity.
7. **Customer-Consumer** – an adult natural person making a purchase from the Seller directly connected with his/her business activity, when the purchase does not have a professional character for this person, resulting in particular from the subject of his/her business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity or its equivalent in another country.
8. **Buyer** – both Customer, Customer-Consumer and Consumer.
9. **Personal data controller** – the entity that decides on the purposes and means of processing personal data, in the case of Buyers the personal data controller is the Seller.
10. **Order** – a declaration of will made by the Buyer aiming directly at concluding a contract with the Seller by completing and submitting the electronic purchase form available on the website: <https://www.paragona.com/paragona-academy/>, including reading and accepting the Rules and Regulations of the online shop.
11. **Product** – all digital content available in the Shop, such as:
 - a. **Online course** – a service consisting of a foreign language lesson provided by the Seller by means of distance electronic communication. The duration, price, term and scope of the service are specified in advance before the purchase in the Store. The teaching materials (books) are sent by the Seller by courier upon payment of the course fee by the customer, and if the course in question also includes other materials, then the Buyer also gains access to the language platform <https://school.paragona.com/>.
 - b. **Language assessment** – a service consisting of evaluation of foreign language skills provided by the Seller by means of distance electronic communication. The duration, price, term and scope of the service are specified in advance before the purchase in the Store.

12. **Complaint** – the mode of claiming liability from the Seller in connection with non-compliance of the purchased Product with the contract.
13. **Digital environment** – the computer hardware, software and network connections used by the Buyer to access or use the digital content or digital service.
14. **Compatibility** – the interoperability of digital content or a digital service with the computer hardware or software typically used to use the digital content or service, without the need to transform it.
15. **Digital content** – data produced and delivered in digital form.

2. General provisions

1. The fees for the Online Course quoted by the Seller are expressed in EUR and are gross prices.
2. The Seller does not use individual price adjustment on the basis of automated decision-making.
3. The Seller is a taxable person for value added tax (VAT).
4. The Seller will issue bills and VAT invoices.
5. The wish to receive a VAT invoice must be notified to the Seller at the stage of placing the Order.
6. The Seller undertakes to deliver the Products in accordance with the contract. The online courses take place on a language platform operated by the Seller. The Buyer receives a link to the webinar room at the email address provided. In order to use the Online Courses, the Buyer must have access to the Internet and e-mail.
7. The Buyer is obliged to use the Products offered by the Seller in a manner compliant with the provisions of the law in force on the territory of the Republic of Poland, in accordance with the provisions of the Regulations, as well as not to provide content prohibited by generally applicable laws.
8. The delivery of Digital Products, including digital content, takes place via the Internet in electronic form.
9. The Buyer is obliged to familiarise himself/herself with the technical requirements necessary for the use of the Shop and the Digital Products, including the digital content, contained further in the Terms and Conditions (Technical Requirements).

3. Forms of payment

The Seller enables the following methods of payment:

- a. by bank transfer
 - in PLN to the Seller's bank account at the bank BNP Paribas, with the following number: PL14 1750 0009 0000 0000 1085 1718,
 - in EUR to the Seller's bank account at the bank PKO BP, with the following number: PL89 1440 1101 0000 0000 0594 4333,
- b. via external payment processing systems
 - in PLN through a link operated by Tpay (supported by Krajowy Integrator Płatności S.A. with its registered office in Poznań, Plac Andersa 3, 61-894 Poznań),

- in EUR through a link operated by Stripe (Stripe Inc. with its registered office in USA stripe.com).

4. Conclusion of contract

1. To purchase the Course online, it is necessary to visit the Shop's website: <https://www.paragona.com/paragona-academy/> or to send an e-mail to: academy@paragona.com, which is used by the Seller.
2. It is also possible to place an Order via the website at: <https://zapisy.activenow.pl/paragona-academy/>, in accordance with the terms and conditions of this platform. In order to place an Order, it is necessary for the Buyer to perform the following steps:
 - a. choosing an online Course from those available on the Shop's website,
 - b. filling in the form via the website: <https://www.paragona.com/paragona-academy/> and providing the data necessary to process the Order such as: the Buyer's name and surname, e-mail address, type or name of the online Course selected,
 - c. the Seller contacts the Buyer to agree the terms and conditions of the language assessment, and then sets out the exact package of lessons (private or group course), materials, frequency of meetings,
 - d. indication of the data for the invoice or bill, if the Buyer wishes to receive it or if the Seller is obliged to issue and deliver it, such as: VAT ID, address, name of the entity to which the invoice or bill is to be issued,
 - e. acceptance of the Shop Terms and Conditions, including reading the information about the loss of the right to withdraw from the contract concerning the Online Course – details further in these Terms and Conditions.
3. When signing up for the Online Course, the Buyer makes a down payment of PLN 500 / EUR 100 through a link generated in the sign-up form or in the student's panel, which guarantees the place on the Course. This down payment will be treated as part of the Course fee. The rest of the fee will be settled according to the scheme visible in the student's panel.
4. The fee for each lesson package should be visible in the Seller's bank account no later than 48 hours before the start time of the first lesson. Until the payment is confirmed by the Seller's system, the lessons are suspended. If the fee appears in the Seller's bank account later than 48 hours before commencement of meeting, the lesson which should be covered by this fee will not take place at the time agreed initially. Consequently, the first lesson from a new package will be deferred to the next available slot agreed in the schedule, which falls directly after the date which the delayed fee should cover.
5. Once the Buyer has provided all the data necessary to place the Order, the Buyer will receive a summary of the Order.
6. The order sent by the Buyer is the Buyer's declaration of intent to conclude a contract with the Seller, in accordance with the provisions of these Terms and Conditions.
7. After placing the Order, the Buyer shall receive a feedback message confirming the Order, which shall constitute the Seller's statement of intent to conclude a contract with the Buyer for the selected Online Course. The return message referred to in the preceding sentence shall contain a link to payment for the Online Course via an individually generated Tpay/Stripe link or by traditional bank transfer.
8. The contract shall be deemed to have been concluded as soon as the Buyer has received the return message from the Seller.

9. The Seller shall provide the Buyer with a confirmation of the conclusion of the distance contract on a durable medium, in particular in the form of the Terms and Conditions of the online shop saved in PDF format, on the basis of which the contract was concluded, within a reasonable time after its conclusion, before the provision of the service starts.
10. The Seller shall provide the Consumer or the Customer-Consumer with an acknowledgement of the consent given by the Consumer or the Customer-Consumer to the supply of digital content in circumstances giving rise to the loss of the right of withdrawal, if such consent has been given by the Consumer or the Customer-Consumer.

5. Implementation of the contract

1. The agreement is concluded for a fixed period of time – equal to the duration of the Online Course.
2. The delivery of the Online Course takes place via the Internet.
3. Lessons in the Online Course take place on the Zoom web platform or Skype (the Buyer receives a link to the webinar room on the email address provided).
4. In cases of so-called force majeure (objective situations beyond the Seller's control such as catastrophes, natural disasters, technical failures, social or political events) and other extraordinary situations (e.g. illness of the teacher), the Seller retains the right to cancel or reschedule the lesson.
5. Upfront payment of the fee for the whole Course will entitle the Buyer to an additional 60-minute lesson.
6. Failure to make payment shall entitle the Seller not to allow the Buyer to participate in the Online Course or to continue it.
7. Except in the case of withdrawal from the contract and in exceptional individual cases, discontinuation of participation in the Online Course does not entitle the Buyer to a refund of the fees paid. Furthermore, the seller will not refund the fees for individual lessons missed by the buyer through the buyer's fault.
8. The Buyer becomes entitled to an additional free 60-minute lesson if the Seller concludes a contract for the Online Course with a new person recommended by the Buyer.
9. The Buyer shall be entitled to a refund of a part of the fee paid for the Online Course in the event that, through the mediation of the Seller, an employment contract is concluded – under the terms and conditions specified in a separate agreement.

6. Termination of the contract

1. The Seller and the Buyer can terminate the contract with a notice period of 30 days, calculated from the last day of the billing period in which the notice was submitted.
2. The Seller is obliged to provide the Buyer with the services during the notice period, while the Buyer is obliged to cover the fee for these services.

3. In order to submit a termination notice with the right to a notice period of 30 days, the Buyer should notify the Seller about the termination via email to the specified e-mail address: academy@paragona.com before the end of the contract period.
4. If in the case of resignation of any course participants, the number of students in a group is lower than 60% of the initial status, or only one student in a pair is willing to continue the Course, the Seller can terminate the contract for this group or pair. Consequently, the Buyer can either continue the training as proposed by the Seller or terminate the contract. In addition, after notifying the Buyer and with his/her prior consent, the Seller reserves the right to change the Course fee according to the actual number of participants willing to continue the training.

7. Withdrawal from a distance contract

1. The Consumer or Customer has the right to withdraw from a contract concluded at a distance without stating a reason and without incurring costs.
2. The deadline for withdrawal from a distance contract is 14 days from the date of conclusion of the contract.
3. Exceptions to withdrawal from the contract are indicated in the following section of the Terms and Conditions, i.e. Exceptions to the right of withdrawal from the contract.
4. To meet the withdrawal deadline, it is sufficient to send a statement of withdrawal to the Seller before its expiry via e-mail to the specified e-mail address: academy@paragona.com.
5. The Consumer or Customer-Consumer may use the standardized Withdrawal Form provided by the Seller or use the Appendix 2 of the Consumer Rights Act of 30 May 2014.
6. The Seller shall immediately send an acknowledgement of receipt of the declaration of withdrawal to the Consumer or the Customer-Consumer.
7. If the Consumer or Customer-Consumer sends a declaration of withdrawal by traditional means (post, courier), the date of posting of the correspondence shall count for compliance with the 14-day withdrawal period.
8. The Seller shall refund the amount paid by the Consumer or the Customer-Consumer within 14 days of receipt of the Consumer's or the Customer-Consumer's statement of withdrawal, using the same method of payment used by the Consumer or the Customer-Consumer, unless the Consumer or the Customer-Consumer agrees to another method of refund.

8. Exceptions to the right of withdrawal

1. The Consumer or Customer-Consumer shall not have the right to withdraw from a contract for the supply of digital content not delivered on a tangible medium for which he/she is liable to pay the price, if in aggregate:
 - a. the Seller has commenced performance with the express and prior consent of the Consumer or Customer-Consumer,
 - b. the Consumer or Customer-Consumer has been informed before the performance starts that he/she will lose the right of withdrawal after the performance by the trader,

- c. the Consumer or Customer-Consumer has acknowledged this,
 - d. the Seller has provided the Consumer or Customer-Consumer with the confirmation of the Consumer's or Customer-Consumer's consent to the supply of digital content in circumstances giving rise to the loss of the right of withdrawal.
2. In the case of an order of a Product, a Consumer or a Customer-Consumer who, in the circumstances indicated in point 1 above, downloads a Digital content or logs in to an Online Course or uses an Online Consultation before the expiry of the 14-day period entitling him/her to withdraw from the Order, shall lose his/her rights to withdraw from the contract.
 3. The Consumer and the Customer-Consumer are also not entitled to withdraw from a contract for a service for which he/she is liable to pay the price, where the trader has performed the service in full with the express and prior consent of the consumer, who has been informed before the performance begins that he/she will lose the right of withdrawal after the trader has provided the service, and has acknowledged this.

9. Conformity of the Product with the Contract and Complaints Policy

1. A digital product, including digital content, will be contractually compliant if, in particular, its description, type, quantity, completeness, compatibility, functionality, interoperability and the availability of technical support and updates, where required for the Product offered by the Seller, remain contractually compliant.
2. In the case of non-conformity of the Product with the contract (disclosure of the defect in the Product within 2 years from the date of delivery or making the Product available), the Consumer and the Customer-Consumer shall have the right to lodge a Complaint.
3. By lodging a Complaint, the Consumer or the Customer-Consumer may demand that the Product be brought into conformity with the contract, which means that the Seller shall deliver or make available a Product without defects.
4. The costs of bringing the Product into conformity with the contract (the costs of handling the Complaint) shall be borne by the Seller.
5. The Seller shall handle a Complaint of non-conformity with the contract within 14 days from the date of its receipt by sending a reply to the e-mail address or correspondence address indicated by the Consumer or the Customer-Consumer, giving him/her an opportunity to become acquainted with the Seller's position.
6. The Complaint should include at least:
 - a. the name of the Consumer or Customer-Consumer, address, postal code,
 - b. the name of the purchased Product,
 - c. the description of the complaint,
 - d. the date on which the non-conformity of the Product became apparent,
 - e. the confirmation of the purchase from the Seller (depending on the circumstances, the Consumer or Customer-Consumer may present one of the following: proof of purchase, order number, confirmation of payment, e-mail confirming acceptance of the order by the Seller, etc.).

7. The Consumer or the Customer-Consumer may request a price reduction of the Product or withdraw from the contract if
 - a. bringing the Product into conformity with the contract (removal of defects) is not possible,
 - b. bringing the Product into conformity with the contract (removal of defects) requires excessive costs on the part of the Seller,
 - c. the lack of conformity of the Product with the contract persists despite the fact that the Seller has attempted to remove the defects of the Product,
 - d. the lack of conformity with the contract is significant.
8. In the case of withdrawal from the contract due to the occurrence of non-conformity with the contract, the Seller may request the return of the tangible medium on which he has supplied the Product, within 14 days from the date of receipt of the declaration of withdrawal from the contract, the Consumer or the Client-Consumer is obliged to return the medium immediately and at the Seller's expense, if such a durable medium was supplied for digital content.
9. The Seller shall reimburse the Consumer or the Customer-Consumer the price of the Product no later than within 14 days of receipt of the Consumer's or the Customer-Consumer's declaration of withdrawal or claim for a price reduction.
10. The Seller shall refund the price using the same method of payment used by the Consumer or the Customer-Consumer, unless the latter has expressly agreed to a different method of refund that does not incur any costs for him/her.
11. In the case of delivering educational resources in any other form than digital to the Consumer or the Customer-Consumer, the Seller bears responsibility for non-conformity of the goods with the contract.
12. The goods will be contractually compliant if, in particular, their description, type, quantity, quality, completeness and functionality remain contractually compliant.
13. In the case of non-conformity of the goods with the contract (disclosure of the defect in the goods within 2 years from the date of delivery), the Consumer or the Customer-Consumer shall have the right to lodge a Complaint, in which he/she may request a repair or replacement of the goods.
14. In the case of non-conformity of the goods with the contract, the provisions of this Article 9 (point 4-10) of these Terms and Conditions shall apply.

10. Protection of personal data

1. The administrator of the personal data provided during the use of the Shop is the Seller.
2. The Buyer's personal data shall be processed for the purpose of concluding and performing the concluded sales contract, including the delivery of the Product, on the basis of Article 6(1)(b) GDPR. The provision of personal data for this purpose is necessary.
3. The purposes and scope of data processing, the entities to which the data will be transferred, as well as the rights of data subjects are described in the Privacy Policy available at: www.paragona.com/polityka-prywatnosci

11. Technical requirements for using the Shop

1. In order to use the Shop, it is necessary for the Buyer to have:
 - Internet-enabled devices (computer, tablet, phone),
 - a properly configured web browser that supports cookies and Javascript,
 - an active and properly configured e-mail account, enabling the Buyer to receive e-mails.
2. For safe use of the Shop, it is recommended that the device used by the Buyer should have, in particular:
 - up-to-date antivirus system,
 - an effective security firewall,
 - installed available updates to the operating system and web browser which relate to security,
 - the acceptance of cookies and Java Script is activated in your browser.
3. The Buyer shall be obliged to use the Online Courses offered by the Seller in a manner compliant with the regulations in force in the territory of the State in which he/she resides, with the provisions of the Terms and Conditions of the Store, and not to provide content prohibited by generally applicable laws.
4. The Seller shall not be liable for the Buyer's failure to comply with the above technical requirements necessary for the cooperation with the ICT system used by the Buyer. In particular, this concerns cases where the Buyer has incorrectly configured his e-mail account or has not configured it at all and e-mails from the Buyer to the Seller or from the Seller to the Buyer do not reach him for this reason.
5. The Consumer or Customer-Consumer is obliged to cooperate with the Seller, to a reasonable extent and using the least onerous technical means possible, in order to determine whether the non-compliance of the digital content or digital service with the contract in a timely manner is not due to the characteristics of the Consumer's or Customer-Consumer's digital environment and its incompatibility.

12. Contact form

1. The Seller allows the Buyer to send an enquiry to the Seller using a dedicated form on the Shop's website.
2. The use of the form by the Buyer is voluntary.
3. In addition to the form, the Seller makes available to the Buyer on the Shop's website a telephone number and an e-mail address where the Buyer can contact the Seller.
4. The purposes and scope of data processing, the entities to which the data will be transferred, as well as the rights of data subjects are described in the Privacy Policy.

13. Copyright

1. The Products are works within the meaning of the Act of 4 February 1994 on Copyright and Neighbouring Rights and are subject to the protection provided by this legal act.

2. The Seller or another entity with whom the Seller has concluded the applicable agreements shall hold the economic copyright in the Products, and the authors shall hold the moral copyright.
3. Exclusive rights to content made available within the Shop, in particular copyrights to images, names, trademarks of the Shop and its Products, including graphic elements, software and database rights are legally protected and vested in the Seller or third parties with whom the Seller has concluded relevant agreements.
4. It is forbidden to copy or otherwise use any elements of the Shop without the Seller's consent.
5. The purchase of a Product does not transfer to the Buyer the economic copyright or moral rights in these Products. The Buyer may only use it for his own purposes.
6. In the event of an infringement of the copyrights of a Product, the infringer (including the Buyer) shall be liable for this under the copyright or intellectual property laws.
7. In particular, the Buyer must not:
 - a. remove security features and markings applied to the Product,
 - b. reproduce the Product or to distribute it, whether in printed or electronic form,
 - c. share the Product with others, whether in printed or electronic form,
 - d. rent and lend the Product, whether in print or electronic form,
 - e. interfere with the content of the Product.

14. Testimonials on the Shop's website

1. The Seller makes every effort to ensure that testimonials on the Shop's website were provided by Consumers who used the Product. In order to do so, the Seller vets the testimonials before publishing them on the Shop's website.
2. After the Buyer finishes using the Product (after the end of the Online Course), the Seller requests the Buyer to provide a testimonial. If the Buyer's is willing to provide a testimonial, he/she sends it to the Seller via e-mail to the address used during the Online Course. Apart from the testimonial, the Buyer gives consent for publishing the testimonial on the Shop's website.
3. After receiving the testimonial, the Seller makes sure that the e-mail address belongs to the Buyer and afterwards publishes the testimonial on the Shop's website.

15. The ODR platform

1. The Online Dispute Resolution (ODR) platform is an interactive website for Consumers and Sellers wishing to resolve disputes out of court.
2. The ODR platform is available at:
<https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>
3. Through the ODR platform, a Consumer residing in the EU, Norway, Iceland, Liechtenstein can lodge a complaint concerning goods or services purchased online from a Seller located in the EU, Norway, Iceland, Liechtenstein.
4. This is done by filling in an electronic form and finding the right entity to resolve the dispute.

5. All institutions listed on the platform have been vetted, ensuring that they comply with the relevant legislation and are registered with the national authorities.

16. Final provisions

1. In matters not regulated by these Terms and Conditions, the relevant generally applicable provisions of Polish law shall apply, in particular the Polish Civil Code and the Act on the Consumer Rights of 30 May 2014.
2. The consumer also has the right to refer the dispute to an entity entitled to out-of-court resolution of consumer disputes in accordance with the Act on Out-of-Court Resolution of Consumer Disputes of 23 September 2016 without prejudice to the possibility of bringing an action before the ordinary courts.
3. These Terms and Conditions are subject to the provisions of Polish law and shall be interpreted in accordance with it. The choice of a Polish law does not deprive the Consumer of his rights under the mandatory provisions of the law of his country of residence.
4. Buyers may access the Online Shop Terms and Conditions free of charge at any time on the Shop's website and make a printout.
5. These Terms and Conditions of the online shop shall enter into force on the day they are published on the Seller's website.
6. The Seller shall notify the Buyer of any planned change to the Terms and Conditions by e-mail, sending the content of the amended Terms and Conditions at least 14 days before it comes into force, to the Buyer's address which the Seller holds, and shall also place a note to this effect on the Shop's website in good time.