

TERMS AND CONDITIONS OF USE SOLVEREDU.COM

§ 1

GENERAL PROVISIONS

1. The Application operates on the principles set out in these Terms and Conditions and is for educational purposes only.
2. These Terms and Conditions define the types and scope of services provided to Users electronically, including SaaS services, the rules for providing these services, the conditions for concluding and terminating electronic service contracts and contracts for the delivery of Digital Content and Digital Services, as well as the procedure for handling complaints.
3. Each User, upon taking steps to use the Application, is obliged to comply with the provisions of these Terms and Conditions.
4. The algorithms contained in the Application and the results obtained on their basis **may not** be used for the design and construction of real buildings and structures.
5. In matters not regulated by these Terms and Conditions, the following provisions shall apply:
 - 5.1. the Civil Code,
 - 5.2. the Consumer Rights Act of 30 May 2014,
 - 5.3. the Act on Providing Electronic Services of 18 July 2002,
 - 5.4. the Act of 4 February 1994 on Copyright and Related Rights,
 - 5.5. and other relevant Polish legal provisions.

§ 2

DEFINITIONS

1. **TERMS AND CONDITIONS** - these Terms and Conditions of Use of the Application.
2. **APPLICATION** - the Service Provider's web application operating at app.solveredu.com, which is an organized online platform enabling Users to use the Software in the SaaS model.
3. **ELECTRONIC SERVICE** - a service provided electronically by the Service Provider to the User through the Application.
4. **REGISTRATION FORM** - a form available on the website app.solveredu.com enabling the creation of an Account. The Registration Form allows the Service Provider to create an Account for a specific User.
5. **ACCOUNT (PROFILE)** - a collection of resources in the Service Provider's IT system, marked with an individual User's name (login) and password, where User's data are collected. A prerequisite for creating an Account in the Application is to read and accept the Terms and Conditions. The User also has the option of logging in to the Application using their Google account.
6. **ORDER FORM** - a form available in the Application enabling the placement of an Order for a Package.
7. **CALCULATION FORM** - a form available in the Application, after logging in to the Account, enabling calculations using analytical methods, based on data provided by the User.
8. **NEWSLETTER** - an Electronic Service allowing the User to subscribe to and receive free information from the Service Provider to the User's e-mail address.
9. **SERVICE PROVIDER, OPERATOR** - Jacek Leśniewski running a business under the company name SOLVEREDU JACEK LEŚNIEWSKI entered in the Central Register and Information on Business Activity kept by the Minister responsible for economy, registered office and correspondence address: ul. Zdrowa 22/7a, 53-511 Wrocław, Poland, NIP: 6161475444, REGON: 387874555, e-mail address (e-mail): solveredu@solveredu.com, phone number: + 48 508 203 666.
10. **USER, SERVICE RECIPIENT** - a natural person, legal person or organizational unit without legal personality, to whom the law grants legal capacity and who uses the Application.

11. **CUSTOMER** - a User who intends to conclude or has concluded a Contract for the delivery of Digital Content or Digital Services with the Service Provider.
12. **ENTREPRENEUR** - a natural person, legal person and organizational unit, not being a legal person, to whom the law grants legal capacity, conducting business or professional activity on their own behalf.
13. **CONSUMER** - a natural person who enters into a legal transaction with an entrepreneur that is not directly related to their business or professional activity.
14. **DIGITAL SERVICE** - a service that allows the User to generate, process, store or access data in digital form, to share data in digital form that has been sent or generated by the User or other users of this service, and other forms of interaction using data in digital form.
15. **SOFTWARE** - a Digital Service provided by the Operator and enabling the step-by-step solution of tasks in mechanics and strength of materials, which can be used in the SaaS model via the website app.solveredu.com
16. **SAAS** - ("Software as a Service") a service that involves making Software available remotely over the Internet. It allows interaction with the platform through a web browser interface.
17. **ORDER** - a declaration of will of the Customer constituting an offer to purchase Digital Content submitted through the Order Form.
18. **SUBSCRIPTION** - a paid Electronic Service presented in the Application, constituting a Digital Service, allowing the User to use all the functionalities of the Application and being the subject of the Contract for the delivery of Digital Services concluded between the Service Provider and the Customer.
19. **BILLING PERIOD** - the time for which the Subscription has been purchased by the User, counted in days. The day following the end of the previous Billing Period is considered the day of the start of a new Billing Period. The Service Provider provides a Billing Period that lasts 1, 3 or 6 months. The billing period may be subject to changes as a result of promotional campaigns organized by the Service Provider.
20. **CONTRACT FOR THE DELIVERY OF DIGITAL SERVICES OR DIGITAL CONTENT** - a contract concluded between the Customer and the Service Provider through the Application, the subject of which is access to the Software or Points.
21. **DIGITAL CONTENT** - data generated and delivered by the Service Provider in digital form, being the subject of the Contract for the delivery of Digital Content.
22. **POINTS** - Digital Content that the User can exchange for additional functionalities (solvers) of the Software.
23. **PACKAGE** - a variant containing a specific number of Points, selected by the Customer during the Order placement.
24. **DIGITAL ENVIRONMENT** - computer hardware, software, and network connections used by the Service Provider to access or use the Digital Service or Digital Content.
25. **COMPATIBILITY** - the interaction of the Digital Service or Digital Content with computer hardware or software that is typically used to use the Digital Service or Digital Content of the same kind, without the need for its conversion.
26. **FUNCTIONALITY** - the ability of the Digital Service or Digital Content to perform its functions in accordance with its intended purpose.
27. **INTEGRATION** - the connection of the Digital Service or Digital Content with elements of the Customer's Digital Environment and its incorporation into those elements in order to ensure compliance with the Agreement for the provision of the Digital Service or Digital Content.
28. **INTEROPERABILITY** - the ability of the Digital Service or Digital Content to interoperate with computer hardware or software other than that typically used to use the Digital Service or Digital Content of the same kind.

29. **LICENSE** - a license agreement within the meaning of Chapter 5 of the Act on Copyright and Related Rights of 4 February 1994, concluded between the Customer and the Service Provider at the moment the Customer starts using the Software.

§ 3

TYPE AND SCOPE OF ELECTRONIC SERVICES

1. The Service Provider enables the use of the following through the Application:
 - 1.1. Account,
 - 1.2. Order Form,
 - 1.3. Newsletter,
 - 1.4. Calculation Form.
2. The provision of Electronic Services to Users in the Application takes place on the terms specified in the Terms and Conditions.
3. The period for which the contract has been concluded:
 - 3.1. a contract for the provision of an Electronic Service consisting in maintaining an Account in the Application is concluded for an indefinite period,
 - 3.2. a contract for the provision of an Electronic Service consisting in enabling the submission of an Order in the Application is concluded for a definite period and terminates upon the submission of the Order or the cessation of its submission by the User,
 - 3.3. a contract for the provision of an Electronic Service consisting in using the Newsletter is concluded for an indefinite period,
 - 3.4. a contract for the provision of an Electronic Service consisting in using the Calculation Form is concluded for a definite period and terminates upon the completion of the calculation or the cessation of the use of this Electronic Service by the User.
4. The Service Provider has the right to place advertising content in the Application. This content is an integral part of the Application and the materials presented in it.
5. The provision of the Electronic Services specified in § 3 point 1 of the Terms and Conditions by the Service Provider is **free of charge**.

§ 4

CONTRACT FOR THE DELIVERY OF DIGITAL CONTENT AND SUBSCRIPTION

1. **Information on Digital Content and its ordering.**
 - 1.1. The information contained in the Application does not constitute an offer within the meaning of the law. By placing an Order, the Customer submits an offer to purchase Packages on the terms specified in their description,
 - 1.2. The price of Packages displayed in the Application is given in Polish zlotys (PLN) and is a net price,
 - 1.3. The price of Packages displayed in the Application is binding at the time of placing the Order by the Customer. This price will not change regardless of any price changes in the Application that may appear in relation to Packages after the Customer has placed the Order,
 - 1.4. The Service Provider clearly informs Customers about unit Prices and promotions and price reductions. Next to the information about the reduction, the Service Provider displays the lowest Price of the Package, which was in force in the 30 days before the introduction of the reduction, and if the Package is offered for sale for a period shorter than 30 days - the Service Provider displays the lowest Price of the Package, which was in force from the day of its start of offering for sale to the day of introduction of the reduction.
 - 1.5. In order to place an Order for Points, the Customer is obliged to:
 - a) log in to the Account,

- b) select one of the Packages and fill in the Order Form (the User can place Orders using the Order Form - 24 hours a day, 365 days a year, with the exception of breaks in access to the Application caused by the Service Provider's server update or the Service Provider performing other activities in order to improve the functioning of the Application),
 - c) choose one of the available payment methods referred to in point 3 of this paragraph,
 - d) accept the Terms and Conditions and the privacy policy of the Application,
 - e) click on the "buy and pay" button.
2. **Conclusion of the Contract for the delivery of Digital Content.**
- 2.1. To conclude a Contract for the delivery of Digital Content, it is necessary to first place an Order in accordance with point 1.5 of this paragraph. After placing the Order, the Service Provider immediately confirms its receipt by sending an e-mail message to the e-mail address provided by the Customer,
 - 2.2. Confirmation of receipt of the Order, as referred to in point 2.1 of this paragraph, binds the Customer to his Order and contains confirmation of all essential elements of the Order and confirmation by the Service Provider of the Customer's loss of the right to withdraw from the Contract for the delivery of Digital Content, in which the subject matter is Digital Content not delivered on a non-material carrier,
 - 2.3. Upon receipt by the Customer of the e-mail message referred to in point 2.2 of this paragraph, a Contract for the delivery of Digital Content is concluded between the Customer and the Service Provider,
 - 2.4. Digital Content is delivered after the expiry of the withdrawal period from the Contract for the delivery of Digital Content, unless the Customer has previously expressed express consent to the delivery of Digital Content before the expiry of this period,
 - 2.5. Subject to point 2.4, Digital Content is delivered immediately after the funds paid under the Contract for the delivery of Digital Content are credited to the Service
 - 2.6. The current status of Points can be checked by the User at any time through their Account.
 - 2.7. The purchase of each Package will be confirmed by a purchase receipt, which will be sent to the Customer's address provided in the Order Form after payment has been made.
3. **Payment Methods**
- 3.1. The Service Provider enables payment through an electronic payment system (Przelewy24.pl, Stripe).
 - 3.2. In the case of payment through an electronic payment system, the Customer makes the payment before the Order is started. The electronic payment system allows payment by credit card or fast transfer from selected Polish and foreign banks.
 - 3.3. The Customer is obliged to pay the price for the Package within 10 minutes of placing the Order.
4. **Complaint for non-conformity of Digital Content with the contract**
- 4.1. The basis and scope of the Service Provider's liability to the Customer being a Consumer or an entity referred to in § 11 of the Terms and Conditions for non-conformity of Digital Content with the contract are specified in the Act on Consumer Rights of May 30, 2014.
 - 4.2. The basis and scope of the Service Provider's liability to the Customer being an Entrepreneur are specified in the Civil Code of April 23, 1964.
 - 4.3. The Service Provider is liable to the Customer being a Consumer or an entity referred to in § 11 of the Terms and Conditions for non-conformity of Digital Content with the Contract existing at the time of delivery of Digital Content and discovered within 2 years from that moment.
 - 4.4. The Customer is obliged to cooperate with the Service Provider in order to determine whether the non-conformity of Digital Content with the Contract results from the characteristics of the Customer's Digital Environment.

- 4.5. The Customer may notify the Service Provider of non-conformity of Digital Content with the contract and submit an appropriate request by e-mail to the address: **solveredu@solveredu.com**.
 - 4.6. The above electronic message should provide as much information and circumstances as possible regarding the subject of the complaint, in particular the type and date of the occurrence of the irregularity and contact details. The information provided will significantly facilitate and expedite the consideration of the complaint by the Service Provider.
 - 4.7. The Service Provider will respond to the Customer's request without undue delay, no later than 14 days from the date of its receipt.
 - 4.8. In the case of a complaint from a Customer being a Consumer or an entity referred to in § 11 of the Terms and Conditions - failure to consider the complaint within 14 days from its submission shall be tantamount to its acceptance.
 - 4.9. The Customer may first request to bring Digital Content into conformity with the Contract. The Customer may request a price reduction and withdrawal from the contract only in cases specified in the Act on Consumer Rights of May 30, 2014.
 - 4.10. In connection with a justified complaint from a Customer being a Consumer or an entity referred to in § 11 of the Terms and Conditions, the Service Provider shall respectively:
 - a) Bring Digital Content into conformity with the Contract at its own expense.
 - b) Reduce the price of Digital Content (the reduced price must remain in proportion to the price of Digital Content in conformity with the contract to Digital Content not in conformity with the contract and additionally, in the case of Digital Content delivered in parts or continuously - take into account the time during which it was not in conformity with the Contract) and return to the Consumer or entity referred to in § 11 the value of the reduced price no later than 14 days from receipt of a justified declaration of price reduction.
 - c) In the case of withdrawal from the contract by the Consumer or the entity referred to in § 11 - the Service Provider shall return to them the price of Digital Content no later than 14 days from the date of receipt of the declaration of withdrawal.
 - 4.11. The response to the complaint is provided in writing or on another durable medium, e.g. e-mail or SMS.
 - 4.12. The Service Provider is not entitled to demand payment for the time during which Digital Content was not in conformity with the Contract, even if the Customer actually used it before withdrawing from the Contract.
- 5. Withdrawal from the Contract**
- 5.1. **Subject to point 5.4**, a User who is also a Consumer or an entity referred to in § 11 of the Terms and Conditions who has concluded a distance contract may withdraw from it without giving any reason by submitting a relevant statement within 14 days.
 - 5.2. In the event of withdrawal from the contract, the contract shall be deemed not to have been concluded.
 - 5.3. The 14-day period within which a Consumer or an entity referred to in § 11 of the Terms and Conditions may withdraw from the contract shall run from the date of conclusion of the contract.
 - 5.4. The right of withdrawal from a distance contract shall not be available to the Consumer and the entity referred to in § 11 in particular in the case of contracts:
 - a) For the provision of services for which the entity is obliged to pay the price, if the Service Provider has fully performed the service with the express and prior consent of the Consumer, who has been informed before the start of performance that after the Service Provider has fulfilled his obligation, he will lose the right of withdrawal from the contract, and has accepted this.
 - b) For the supply of Digital Content not recorded on a physical medium, if the performance of the service has begun with the express consent of the Consumer before the expiry of the withdrawal period and after the Consumer has been

informed by the Service Provider of the loss of the right of withdrawal from the contract.

- 5.5. After withdrawal from the contract by the Consumer or the Consumer-like entity in accordance with point 4.10(c) of this paragraph, the Service Provider may not use any content other than personal data provided or generated by the User during the use of the Digital Content, except for content that:
 - a) Is useful only in connection with the Digital Content that was the subject of the Contract,
 - b) Relates only to the activities of the User during the use of the Digital Content that was the subject of the contract,
 - c) Has been combined by the Service Provider with other data and cannot be separated without undue difficulty,
 - d) Has been created by the User together with other Users who may still use it.
 - 5.6. With the exception of the cases referred to in point 5.5 of this paragraph, the Service Provider shall, at the request of the Consumer or the Consumer-like entity, make available to him, free of charge, in a reasonable time and in a commonly used machine-readable format, any content other than personal data that has been provided or generated by the User during the use of the Digital Content.
 - 5.7. In the event of withdrawal from the contract, the Service Provider may prevent the User from further using the Digital Content, in particular by blocking the Account.
 - 5.8. The Service Provider has the right to withdraw from the Contract concluded with a Customer who is an Entrepreneur within 14 working days from the date of its conclusion. Withdrawal from the Contract in this case may take place without giving any reason and does not give rise to any claims on the part of the Customer who is an Entrepreneur against the Service Provider.
- 6. Information about Subscriptions and Ordering them**
- 6.1. The Service Provider sells Subscriptions, after purchasing which the User gains access to the full version of the Application.
 - 6.2. The Digital Service offered in the Application is Functional, Compatible and Interoperable with equipment that meets the technical requirements specified in the Application and these Terms and Conditions.
 - 6.3. The Subscription price displayed in the Application shall be binding at the time the Customer places the Order. This price shall not change regardless of any price changes in the Application that may appear in relation to the Subscription after the Customer has placed the Order.
 - 6.4. The provisions of price lists, separate terms and conditions and specifications placed on the Store website shall take precedence over these Terms and Conditions.
 - 6.5. In order to place an Order, the Customer is obliged to:
 - 6.5.1. Log in to the Account,
 - 6.5.2. Go to the Subscription tab,
 - 6.5.3. Fill in the Order Form located there (the User may place Orders using the Order Form - 24 hours a day, 365 days a year, with the exception of breaks in access to the Application caused by the Service Provider's server update or the Service Provider performing other activities in order to improve the functioning of the Application),
 - 6.5.4. Accept the Terms and Conditions and the privacy policy of the Application,
 - 6.5.5. And then make the payment for the Subscription on an external payment intermediary's website. The User will be informed about the payment status by the payment intermediary via e-mail.
 - 6.6. The Service Provider shall notify the User of Application updates:
 - 6.6.1. In the case of continuous delivery of the Digital Service - throughout the entire period of the Digital Service Delivery Agreement.
 - 6.6.2. In the case of the delivery of the Digital Service in a single instance or in parts - for a period of time reasonably expected by the User, taking into account the

purpose of using the Digital Service as well as the circumstances and nature of the Digital Service Delivery Agreement.

7. Renewal and Cancellation of Subscriptions

- 7.1. **Subscriptions are not automatically renewed** - to renew a Subscription for the next Billing Period, the User must again place an Order through the Order Form available in the Application in accordance with point 6.5 of this paragraph.
- 7.2. The User may cancel the Subscription at any time by sending appropriate information to the Service Provider by e-mail to the address: **solveredu@solveredu.com**. Cancellation of the Subscription shall result in its termination.

§ 5

DIGITAL SERVICE DELIVERY AGREEMENT

1. License

- 1.1. Upon registration of an Account by the User in the Application, a Digital Service Delivery Agreement is concluded between the Operator and the User, and in addition, at this point the Operator grants the User a non-exclusive, paid License to use the Software solely for purposes consistent with generally applicable law and in accordance with the intended use of the Software.
- 1.2. The License is granted for an indefinite period of time, until the termination of the Agreement for the provision of Electronic Services in the form of Account management by the Operator or the User.
- 1.3. The Client uses the Software in the Software as a Service model. A detailed list of Software functions is available on the solveredu.com website.
- 1.4. Points purchased in accordance with § 4 points 1 and 2 can be exchanged by the User for activating various functions within the Software.
- 1.5. In relation to the Digital Service, the provisions of § 4 points 4 and 5 shall apply accordingly.
- 1.6. A license for full access to the Software can be obtained by purchasing a Subscription on the terms specified in points 6 and 7 of § 4.

2. Software Terms of Use

- 2.1. The Client shall not grant access to the Software to third parties, in particular for a fee.
- 2.2. The Service Provider may require the Client to use an identifier with a password assigned to it in order to use the Software. It is presumed that dispositions and statements made by persons using identifiers assigned to the Client were made by the Client.
- 2.3. In the event of losing control over the tools allowing Account management, in particular in the event of disclosing the access password to the Software to unauthorized persons, the Client is obliged to immediately report this fact to the Service Provider, who is entitled to take actions to restore control over the Software.
- 2.4. The Client undertakes to take all necessary steps to secure the data and software of its end device (through which it uses the Software) against unauthorized interference by third parties (in particular by using appropriate passwords and installing and regularly updating appropriate security software, as well as using a mail server whose software is protected against unauthorized use by unauthorized persons).
- 2.5. The Service Provider shall not be liable for securing end devices against interference by third parties.
- 2.6. In cases of justified substantive need, the Service Provider reserves the right to introduce procedures to ensure that Clients raise the level of security they use, in particular by introducing the requirement to periodically change passwords or change passwords to stronger ones.
- 2.7. In order to properly use the Software, the Client is obliged to provide, at its own expense and on its own account, access to appropriate devices, the Internet and electricity.
- 2.8. The Client undertakes not to use software that may disrupt the operation of the Software.

- 2.9. The User undertakes to use the Software in a manner consistent with law and good customs, taking into account the respect for personal goods and intellectual property rights of third parties.
- 2.10. The User is obliged to enter data that is in accordance with the actual state of affairs.
- 2.11. The User is prohibited from providing content of an illegal nature.
- 2.12. The Client is not entitled to independently or with the participation of third parties to perform reverse engineering, disassembly and decompilation of the Software and to claim any rights to the source code of the Software and the data stored therein, with the exceptions specified in these Terms and Conditions.

3. Technical Requirements and Software Updates

- 3.1. Technical requirements necessary for cooperation with the Software:
 - 3.1.1. A computer (or mobile device) with Internet access.
 - 3.1.2. Access to email.
 - 3.1.3. Fulfillment of minimum technical conditions for handling HTML files, including support for commonly used web browsers, in particular: Google Chrome, Mozilla Firefox, Edge, Safari, Opera, where the browser should be updated to the latest version each time.
 - 3.1.4. Enabling Cookies and Javascript in the web browser.
- 3.2. In order to avoid or minimize the risk of damage in connection with unauthorized interference with the IT system, data theft or infection with malicious software, the Client should install and use up-to-date antivirus software, including a firewall.
- 3.3. If the Software is subject to updates, the Service Provider shall inform the Client about the updates and the consequences of not installing them throughout the entire period of validity of the Digital Service Delivery Agreement.
- 3.4. The Client is obliged to install updates provided by the Service Provider within a reasonable time. Failure by the Client to install the updates in accordance with the instructions provided by the Operator and after informing the Client of the consequences of not installing the updates, shall result in the exclusion of the Service Provider's liability for the Software's non-compliance with the contract.
- 3.5. The Service Provider is entitled to make changes to the Software in order to improve it and enhance its functionality. These changes do not entail any costs for the Client.
- 3.6. The Service Provider shall inform the Client of the changes referred to in point 3.5 in a clear and understandable manner, and if the introduced change affects the Client's access to the Software and its use, the Service Provider shall inform the Client in advance and by sending information on a durable medium about:
 - a) The deadline for making the change.
 - b) The characteristics of the change.
 - c) The right to terminate the contract without notice within 30 days from the date of the change or notification of the change, if the notification took place later than this change.
- 3.7. The Service Provider shall be released from the obligation referred to in point 3.6 of this paragraph if it has provided the Client with the right to retain the Software (without additional costs) in accordance with the contract in its unchanged state.

4. Digital Service Complaint

- 4.1. The basis and scope of the Service Provider's liability to the Client who is a Consumer or an entity referred to in § 11 of the Terms and Conditions due to the non-compliance of the Digital Service with the contract are specified in the Consumer Rights Act of 30 May 2014.
- 4.2. The Service Provider is liable to the Client who is a Consumer or an entity referred to in § 11 of the Terms and Conditions for the non-compliance of the Digital Service with the Contract:
 - 4.2.1. In the case of the Digital Service being provided to the Client in a continuous manner - throughout the entire period of the contract.
 - 4.2.2. In the case of the Digital Service being provided in a single instance or in parts - the Service Provider shall be liable for non-compliance with the contract

existing at the time of delivery of the Digital Service and discovered within 2 years from that time.

- 4.3. The Client is obliged to cooperate with the Service Provider in order to determine whether the non-compliance of the Digital Service with the Contract results from the characteristics of the Client's Digital Environment.
- 4.4. The Client may notify the Service Provider of the non-compliance of the Digital Service with the contract and submit an appropriate request by email to the address: **solveredu@solveredu.com**.
- 4.5. The above electronic message should provide as much information and circumstances as possible concerning the subject of the complaint, in particular the type and date of the occurrence of the irregularity and contact details. The information provided will significantly facilitate and expedite the handling of the complaint by the Service Provider.
- 4.6. The Service Provider shall respond to the Client's request without delay, but no later than 14 days from the moment of its receipt.
- 4.7. In the case of a complaint by a Client who is a Consumer or an entity referred to in § 11 of the Terms and Conditions - failure to consider the complaint within 14 days from its submission shall be tantamount to its acceptance.
- 4.8. A Client who is a Consumer or an entity referred to in § 11 of the Terms and Conditions may first of all demand that the Digital Service be brought into conformity with the contract. The Consumer or entity referred to in § 11 of the Terms and Conditions may demand a price reduction and withdrawal from the contract only in the cases specified in the Consumer Rights Act of 30 May 2014 (e.g. in the case of a significant non-compliance of the Digital Service with the contract, if the Service Provider has refused to bring the Digital Service into conformity with the contract or if the non-compliance with the contract persists, despite the fact that the Service Provider has tried to bring the Digital Service into conformity with the contract).
- 4.9. In connection with a justified complaint by a Client who is a Consumer or an entity referred to in § 11 of the Terms and Conditions, the Service Provider shall respectively:
 - 4.9.1. Bring the Digital Service into conformity with the Contract at its own expense.
 - 4.9.2. Reduce the price of the Digital Service (the reduced price must remain in proportion to the Price of the Digital Service in conformity with the contract to the Digital Service not in conformity with the contract and additionally, in the case of a Digital Service provided in parts or in a continuous manner - shall take into account the time during which the Digital Service was not in conformity with the Contract) and shall return to the Consumer or entity referred to in § 11 the value of the reduced price no later than 14 days from the receipt of a justified declaration of price reduction from the Consumer or entity referred to in § 11.
 - 4.9.3. In the case of a justified withdrawal from the contract by the Consumer or the entity referred to in § 11 - the Service Provider shall return to him the Price of the Digital Service no later than 14 days from the date of receipt of the declaration of withdrawal. In the event of withdrawal from the contract, the Consumer or entity referred to in § 6 is obliged to immediately cease using the Digital Service.
- 4.10. The response to the complaint shall be provided in writing or on another durable medium, e.g. email or SMS.
- 4.11. The Service Provider is not entitled to demand payment for the time during which the Digital Service was not in conformity with the Contract, even if the Client actually used it before withdrawing from the Contract.
- 4.12. The Service Provider is obliged to return the Price only in the part corresponding to the Digital Service not in conformity with the contract and the Digital Service the obligation to deliver of which has lapsed as a result of the withdrawal from the contract.

§ 6

TERMINATION OF THE ELECTRONIC SERVICES AGREEMENT

1. The Electronic Services Agreement of a continuous and indefinite nature (Account management, Newsletter) may be terminated.
2. The User may terminate the agreement without giving any reason by sending a relevant statement by email to the address: **solveredu@solveredu.com**
3. In such a case, the agreement expires after 3 days from the date of submitting the declaration of will to terminate it (notice period).
4. The Service Provider may terminate the Electronic Services Agreement of a continuous and indefinite nature in the event that the User violates the Terms and Conditions, in particular, when providing content of an illegal nature after an unsuccessful previous request to cease violations with a set deadline. In such a case, the agreement expires after 1 day from the date of submitting the declaration of will to terminate it (notice period).
5. Termination leads to the termination of the legal relationship with effect for the future.
6. The Service Provider and the User may terminate the Electronic Services Agreement at any time by mutual agreement.

§ 7

COMPLAINTS RELATED TO THE PROVISION OF ELECTRONIC SERVICES

1. Complaints related to the provision of Electronic Services through the Application may be submitted by the User by email to the address: **solveredu@solveredu.com**
2. The above e-mail message should provide as much information and circumstances as possible concerning the subject of the complaint, in particular the type and date of the occurrence of the irregularity and contact details. The information provided will significantly facilitate and expedite the handling of the complaint by the Service Provider.
3. The Service Provider shall consider the complaint without delay, but no later than 14 days from the date of its receipt.
4. The Service Provider's response to the complaint is sent to the User's e-mail address provided in the complaint notification or in another manner specified by the User.
5. Reporting technical problems.
 - 5.1. Any User may report technical problems to the Service Provider in connection with the provision of the Digital Service.
 - 5.2. Notifications may be submitted by sending an email to the Service Provider at the address: **solveredu@solveredu.com**
 - 5.3. The Service Provider shall verify the received notification within 7 working days and, if it is found that the given content violates the provisions of the Terms and Conditions, shall remove it from the Software. In case of doubt as to the justification of the notification, the Service Provider may contact the specific User for further clarification.

§ 8

INTELLECTUAL PROPERTY

1. All content constituting an integral part of the Application is protected by copyright and (with the exception of content posted by Users and elements used on the basis of a license, transfer of copyright or fair use) is the property of Jacek Leśniewski running a business under the name SOLVEREDU JACEK LEŚNIEWSKI entered in the Central Register and Information on Business Activity conducted by the Minister responsible for the economy, registered office and correspondence address: ul. Zdrowa 22/7a, 53-511 Wrocław, Poland, NIP: 6161475444, REGON: 38787455. The User shall bear full responsibility for the damage caused to the Service Provider as a result of the use of any content of the Application 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 constituting the content of the Application constitutes copyright infringement and results in civil and criminal liability.
3. The User, by sending files and other content through the Application, confirms his right to dispose of them and bears responsibility for infringements of copyright and related rights and personal rights of third parties, and in the event of any claims or demands by any person against the Service Provider in this respect, undertakes to release the Service

Provider from all liability for infringements and to fully satisfy the claims of third parties in this respect.

§ 9 LIABILITY

1. The Service Provider shall make every effort to ensure that the data available in the Application is complete and up-to-date and is presented with due diligence, taking into account the existing factual and legal circumstances, within the limits permitted by law.
2. The Service Provider shall make every effort to ensure the proper functioning of the Application in both formal and legal terms. The Service Provider shall take into account any changes in legal regulations and update the Application in accordance with these changes.
3. The Service Provider shall exercise due diligence in maintaining the Software parameters at a constant specified level (SLA).
4. The Service Provider undertakes to provide the Client with a service free of defects and shall be liable for non-performance or improper performance of the service on the principles specified in the Terms and Conditions, as well as in the generally applicable legal provisions, including in particular the provisions of the Civil Code concerning liability for non-performance or improper performance of mutual contracts.
5. The Service Provider shall not be liable for non-performance or improper performance of the service in the event of force majeure or for reasons solely attributable to the Client.
6. **The Service Provider, to the fullest extent permitted by law (subject to the mandatory provisions of law concerning liability towards Consumers), shall not be liable to the Client for:**
 - a) Any damages and losses directly or indirectly (including damages for loss of profits from business, business interruption or loss of business information and other damages of a pecuniary nature), arising from the use, inability to use or malfunction of the Application, damages resulting from the shutdown or failure of the IT system, power grid failure,
 - b) In connection with the improper use of the Application by the Client and the malfunctioning of computer hardware, computer software or communication system, through which the Client connects to the Application system,
 - c) For any damages resulting from errors, failures and interruptions in the functioning of the Application or caused by improper recording or reading of data downloaded by Users,
 - d) For disruptions in the proper functioning of the Application, as well as data loss resulting from force majeure or third parties,
 - e) For the actions of third parties consisting in the use of data and materials placed in the Application in a manner contrary to generally applicable law or the Terms and Conditions,
 - f) For the inability to log in to the Application caused in particular by: the quality of the connection, failure of the IT system or power grid, incorrect configuration of Client software,
 - g) For the consequences of losing the password,
 - h) For providing an e-mail address by the User to which he does not have access, in particular an incorrect address or belonging to another entity,
 - i) For the results obtained through the Application.
7. Users shall bear full responsibility for any breach of law or damage caused by their actions in connection with the use of the Application, in particular providing false data, disclosing confidential information or other legally protected secrets, violating personal rights or copyright and related rights.
8. In particular, it is prohibited to transmit or publish Information:
 - 8.1. Misleading,
 - 8.2. Fictitious,
 - 8.3. Infringing the rights of the Service Provider or third parties,

- 8.4. Infringing the Terms and Conditions,
 - 8.5. Infringing applicable law,
 - 8.6. Infringing good customs or the principles of social coexistence,
 - 8.7. Discriminatory, vulgar, offensive, obscene, promoting drug use or alcohol consumption,
 - 8.8. Spam or unsolicited commercial information,
 - 8.9. Personal data of third parties, subject to the data of representatives and authorized representatives of the Client, as well as personal data that the Client processes as an administrator of personal data, in accordance with applicable law, in particular the GDPR,
 - 8.10. Links to Information referred to above.
9. The Service Provider shall immediately remove prohibited information from the Application.
 10. The Service Provider is entitled at any time to take any steps to verify the identity and identify the Client, within the meaning of the provisions of the Act on Combating Money Laundering, and the Client is obliged to provide the Service Provider with the necessary information, explanations and documents in this regard. The Client acknowledges and accepts that in the event of not receiving the required information, the Service Provider may refrain from providing services, which does not constitute grounds for any claims by the Client against the Service Provider.

§ 10 SLA GUARANTEE

1. The SLA Level means the Service Provider's obligation to ensure the continuity of the Application's operation in each monthly period to the extent resulting from the Terms and Conditions, without failures at the level of 95%
2. A failure is a malfunction resulting in an interruption in the provision of the service or a significant decrease in its quality. A failure within the meaning of this SLA guarantee means the inability to use the main function of the Application, which includes the use of the Calculation Calculator.
3. The failure should be removed no later than 2 working days from the moment of its occurrence. If the failure cannot be removed within 2 working days, the Service Provider shall determine the date of its removal and notify the Clients.
4. The SLA guarantee covers the following scope:
 - 4.1. Providing an internet connection to the server,
 - 4.2. Providing power to the server,
 - 4.3. The technical efficiency of the server at the hardware level,
 - 4.4. The technical efficiency of the server at the operating system level,
 - 4.5. The technical efficiency of the User's Account in the scope related to the basic operation of the Application.
5. The SLA guarantee does not cover, in particular, events and consequences of events related to:
 - 5.1. Exhaustion of available disk space on any partition, the use of which depends on the Client,
 - 5.2. Problems with the operation of the website resulting from the operation of scripts on the website, or from its modification (also by viruses, hackers, etc.),
 - 5.3. Problems related to the use of the Application to handle disproportionately large traffic,
 - 5.4. Sending SPAM, the operation of anti-spam and anti-virus software,
 - 5.5. Blocking of the service for reasons specified in the Terms and Conditions,
 - 5.6. Service windows - which are established on Saturdays from 10:00 p.m. to midnight. During the service window, the Service Provider has the right to carry out work on the servers, which may result in short-term unavailability of the Application,
 - 5.7. The operation of the User's Account in the scope of settings unrelated to the main functions of the server,
 - 5.8. The action of force majeure.

6. Force majeure means an event independent of the User or the Service Provider, external, unforeseeable and preventable, in particular wars, natural disasters, strikes and acts issued by public authorities.
7. The SLA guarantee does not cover interruptions in the operation of the Application, related to system maintenance or other planned activities, about which the Service Provider informs at least 24 hours in advance.

§ 11

PROVISIONS CONCERNING CONSUMERS

1. An entrepreneur running a sole proprietorship (this paragraph does not apply to commercial companies) is covered by the protection provided for by the Consumer Rights Act, provided that the agreement he or she concludes with the Service Provider is directly related to his or her business activity, but it results from the content of this agreement that it does not have a professional character for him or her, resulting in particular from the subject of the business activity he or she carries out.
2. A person conducting business activity referred to in paragraph 1 of this section is covered by protection in the scope of:
 - 2.1. Unfair contractual terms,
 - 2.2. Liability for lack of conformity of Digital Content or Digital Service to the contract,
 - 2.3. The right to withdraw from a distance contract,
 - 2.4. Other rules regarding the Agreement for the supply of Digital Content or Digital Service.
3. An entrepreneur referred to in paragraph 1 of this section loses his or her consumer protection rights in the event that the Agreement he or she concludes with the Service Provider has a professional character, which is verified on the basis of the entry of this entrepreneur in the Central Register and Information on Business Activity of the Republic of Poland, in particular the Polish Classification of Activities codes indicated there.
4. Entrepreneurs referred to in paragraph 1 of this section are not covered by the institutional protection provided for Consumers by county consumer rights advocates as well as the President of the UOKiK.

§ 12

FINAL PROVISIONS

1. Agreements concluded in accordance with these Terms and Conditions are concluded in accordance with Polish law. Interpretation of these Terms and Conditions shall be made in accordance with this law, unless otherwise provided by mandatory provisions of law, and all disputes related to the provision of Services shall be settled by Polish courts of general jurisdiction. The language of the Terms and Conditions is Polish and the Agreement is concluded in this language.
2. Changes to the Terms and Conditions are made by the Service Provider at any time and enter into force within 14 days from the date of their publication on the solveredu.com website, with the exception that the Terms and Conditions in their current wording shall apply to Agreements concluded before the change of the Terms and Conditions, unless the changes concern the introduction of new or the resignation from the provision of services, the procedure for placing Orders, changes in the Service Provider's data or the adaptation of the Terms and Conditions to the applicable legal provisions. The Service Provider shall inform Clients about changes to the Terms and Conditions by publishing information about the changes on the solveredu.com website, and in the case of Clients who have concluded Agreements, by sending a link to the changes to the Client's e-mail address. A Client who does not agree to the changes introduced to the Terms and Conditions may terminate the Agreement. In such a case, the Client is obliged to observe a one-week notice period. In the event of a notice of termination, the Terms and Conditions in their current wording shall apply during the Client's notice period, unless the Client has already terminated the Agreement after the Terms and Conditions have entered into force.

3. In the event of any inconsistency of any part of the Terms and Conditions with the applicable law, the relevant provisions of Polish law shall apply in place of the disputed provision of the Terms and Conditions.
4. All disputes arising from Agreements between the Operator and Users shall be settled first of all amicably, with the intention of settling the dispute amicably, taking into account the Act on Alternative Dispute Resolution. However, if this is not possible or unsatisfactory for either party, disputes shall be settled by the competent court of general jurisdiction, in accordance with paragraph 5 of this section.
5. Judicial settlement of disputes:
 - 5.1. Any disputes arising between the Service Provider and the User (Client) who is also a Consumer or an entity referred to in § 11 of the Terms and Conditions shall be subject to the jurisdiction of the courts competent in accordance with the provisions of the Code of Civil Procedure of 17 November 1964,
 - 5.2. Any disputes arising between the Service Provider and the User (Client) who is also an Entrepreneur shall be subject to the jurisdiction of the court competent for the seat of the Service Provider.