

TERMS OF SERVICE WWW.CGWISDOM.PL

I. GENERAL PROVISIONS

1. These Regulations set forth the general terms, conditions, and method of providing Services electronically and digital Services through the www.cgwisdom.pl website (hereinafter: "**Website**" or "**Service**"). Through the Website, the Service Provider allows Users to learn information related to the nature of the Service Provider's business and the Trainings provided by the Service Provider, as well as to record the purchase of access to the Trainings offered by the Service Provider under the terms of these Regulations and on the Website.
2. The Service is run by Mateusz Ciećwierz, running his business under the name RED GEAR MATEUSZ CIEĆWIERZ, registered in the Register of Entrepreneurs of the Central Registration and Information on Business Activity conducted by the Minister of Economy at Żytnia 1B Street, 05-825 Grodzisk Mazowiecki, NIP 7742958423, REGON 146168551, hereinafter referred to as "**Service Provider**".
3. Contact with the Service Provider is made:
 - 3.1.a. via email, to the Service Provider's address;
 - 3.1.b. By phone at: +48 731 819 722
 - 3.1.c. via contact forms available on the Website
 - 3.1.d. via chat on the Website.
4. These Terms and Conditions are continuously made available free of charge by the Service Provider on the website www.cgwisdom.pl, in a manner that allows Users to obtain, reproduce and record their content by printing or saving on a medium at any time through the computer system used by the User.
5. All rights to the Website, including property copyrights, intellectual property rights to its name, Internet domain, Website, as well as to the forms, logos belong to the Service Provider, and the use of them may only be carried out in the manner specified and in accordance with the Regulations.
6. The Service Provider reserves the right to post advertising content on the Website regarding the Services offered, as well as goods and services of third parties, in forms used on the Internet. The use of such offers or services is not part of the Website, and their rules are determined by the relevant third parties.
7. These Regulations set forth, in particular, the rules for the use of the Website, the types and scope of the Services, the conditions for providing the Services, the conditions for concluding and terminating agreements for the provision of the Services and the procedure for complaints.
8. The Service Provider informs that the use of Services provided electronically may involve risks on the part of each Internet User, consisting of the possibility of introducing harmful software into the User's ICT system and obtaining and modifying its data by unauthorized persons. To avoid the risk of the

aforementioned threats, the User should use appropriate technical measures to minimize their occurrence, in particular, antivirus programs and firewall.

9. The rules for the provision of other Services on the Site, including paid Services, may be specified in additional regulations.

II. DEFINITIONS

Terms used in this document have the following meanings:

Upgrade - modification of the Digital Service, including its security features, which is necessary for the Digital Service to comply with the Agreement;

Blog - a subpage of the Site, where the Service Provider publishes thematic articles related to the nature of the Site and its activities;

Working days - these are days from Monday to Friday excluding public holidays;

Newsletter Form - an interactive form in the form of a window, for entering personal data necessary to subscribe to the Newsletter and allowing you to subscribe to the Newsletter by selecting the required consents and pressing the button finalizing the subscription;

Lead Magnet - Digital Content offered to Users on the Site free of charge, however, in exchange for Newsletter sign-up, i.e. for personal data necessary for Newsletter sign-up;

Newsletter - Electronic service within the meaning of the Electronic Services Act, through which the Service Provider may send to Users subscribed to the Newsletter all kinds of marketing materials and commercial information or some of the Digital Content offered free of charge in exchange for Newsletter subscription;

Gift Voucher - a bearer document, containing a combination of characters in the form of a number, of the indicated denomination, which can be used as a means of payment for Courses on the Website, under the terms and conditions indicated in these Regulations.

Civil Code - the law of April 23, 1964 (Journal of Laws No. 16, item 93, as amended);

Consumer - a User who is a consumer within the meaning of Article 22[1] of the Civil Code;

Course - educational materials provided in the form of videos, made available to the User for a specified period of time in the User's Account, under the Digital Service Delivery Agreement;

Payment Operator - the entity that handles Recurring Payments, indicated on the Website;

Recurring payments - a form of payment that allows regular debiting of the User's account via payment card, without the need for the User to perform a payment transaction each time, carried out in accordance with the terms of payment service of the Payment Provider;

Entrepreneur - a User who is an entrepreneur within the meaning of Article 43[1] of the Civil Code;

Regulations - this document;

Subscription - temporary, paid recurring access to all Courses that are on the Site and Courses that will appear on the Site during the Subscription period, to which the User has access via the Account. The Service Provider provides for different types of Subscriptions, the scope of which is indicated on the Website;

Digital Content - digital content within the meaning of the Consumer Rights Act in the form of Lead Magnet. Some of the Digital Content offered by the Service Provider may be acquired by the User free of charge, in exchange for subscription to the Newsletter;

Contract for the provision of Digital Content - a contract for the provision of Digital Content, within the meaning of the Consumer Rights Act, concluded between the Service Provider and the User under the terms of these Terms and Conditions, consisting of granting access to Digital Content not stored on a tangible medium in exchange for subscription to the Newsletter or delivery to the User of a Gift Voucher or Course Voucher;

Digital Service Delivery Agreement - an agreement for the delivery of Digital Services within the meaning of the Consumer Rights Act, the subject of which is the Course or Subscription, concluded between the Service Provider and the User, under the terms of these Regulations;

Service Agreement - Agreement for the provision of electronic services within the meaning of the Electronic Services Act, concluded on the Site between the Service Provider and the User;

Digital Service - a digital service within the meaning of the Law on Consumer Rights, allowing the User, among other things, to produce, process, store and access data in digital form, delivered on a continuous basis in the form of access to a video, purchased under the Digital Service Delivery Agreement;

Services - services provided by the Service Provider to Users electronically, within the meaning of the Provision of Electronic Services Act of July 18, 2002 (Journal of Laws No. 144, item 1204, as amended);

Copyright Act - the Act of February 4, 1994 on Copyright and Related Rights (Journal of Laws 1994 No. 24, item 83, as amended);

Service Agreement - Agreement for the provision of electronic services within the meaning of the Electronic Services Act, concluded on the Site between the Service Provider and the User;

Digital Service - a digital service within the meaning of the Law on Consumer Rights, allowing the User, among other things, to produce, process, store and access data in digital form, delivered on a continuous basis in the form of access to a video, purchased under the Digital Service Delivery Agreement;

Consumer Rights Act - the Act of May 30, 2014 on consumer rights (Journal of Laws 2014, No. 827);

Electronic Services Act - the Act of July 18, 2002 on the provision of electronic services (Journal of Laws No. 144, item 1204, as amended);

User - a natural person with full legal capacity, a natural person conducting business, a legal person or an organizational unit without legal personality that can use the Services available on the Site;

Copyright Act - the Act of February 4, 1994 on Copyright and Related Rights (Journal of Laws 1994 No. 24, item 83, as amended);

Voucher - a string of characters that the Service Provider sends to the User via e-mail, to the address indicated in the Order. Upon activation of the Voucher, the User gains access to the Course that is the subject of the Voucher.

Order - a statement of intent by the User, aimed directly at concluding a Contract for the provision of digital services or a Contract for the provision of Digital Content;

Modification - modification of the Digital Service that is not necessary for the Digital Service to comply with the Agreement and does not involve costs on the part of the Consumer.

III. RULES OF USE

1. The Service Provider on the Site allows Users to use the Services it provides, in particular to browse the information available on the Site, to place Orders within the Store, as well as to use other Services available on the Site.
2. Use of the Service may be made only on the terms and to the extent indicated in the Regulations.
3. Minimum technical requirements to use the Site and Services:
 - o device with Internet access,
 - o email access,
 - o The latest version of your web browser with Cookies and Java Script enabled,
 - o A program to read and write PDF files.
4. It is forbidden for Users to use the Site or Services in a manner that violates the law, morality, personal rights of third parties or the legitimate interests of the Service Provider.
5. The User is entitled to use the resources of the Site solely for his own use. The Service Provider does not consent to the use of the resources and functionalities of the Site for the purpose of conducting activities by the User that would violate the interest of the Service Provider.
6. It is forbidden for the User to use the Site or Services in a manner that violates the law, good morals, personal rights of third parties or the legitimate interests of the Service Provider, and in particular to provide unlawful content.

IV. SERVICES

1. Provision of the Services shall be made in accordance with the terms and conditions set forth herein.
2. The Service Provider enables the use of the following free Services through the Site:
 - o.a) browsing and searching for information posted on the Website, including within the Blog about Services provided by the Service Provider and digital Services offered by the Service Provider, information of an advertising and marketing nature;
 - o.b) Establishing and maintaining an Account on the Website,
 - o.c) redirects to the Service Provider's external social media;
 - o.d) sending messages to the Service Provider via the contact form,
 - o.e) Signing up for the Newsletter;
 - o.f) use of chat;
 - o.g) Adding feedback on the Courses.
3. Each User may browse and search the content published on the Site, including information about Services provided by the Service Provider organized by the Service Provider and information of an advertising and marketing nature. Content presented on the Site includes, in particular, content such as thematic articles and photographs, related to the activities of the Service Provider and the Site, and consistent with its nature and specificity. Content presented on the Site may also come from third parties other than the Service Provider, and unless expressly stipulated otherwise, it is for informational and illustrative purposes only and does not constitute an offer within the meaning of generally applicable laws.

4. The contract for the provision of the Service consisting of browsing and searching for information available on the Website is concluded for a definite period of time and is terminated when the User closes the Website.
5. The Service Provider, under the terms and conditions indicated in these Regulations, allows you to establish and maintain a User Account on the Website.
6. Registration takes place by completing and accepting the registration form, made available on the Website.
7. The contract for the provision of the Service consisting in maintaining the User's Account on the Website is concluded for an indefinite period of time and is terminated when the registered User sends a request to remove the Account or the User removes the Account on his/her own.
8. By completing the Account Registration, the User declares that the data provided by him in the registration form is true and does not violate the rights of third parties.
9. A User may not have more than one Account assigned to one e-mail address. The User is not allowed to use the Accounts of other Users and provide others with the possibility of using the Account, including disclosure of the password to access the Account.
10. The User may be redirected to external pages of external social media. The contract for the redirection Service is concluded for a definite period of time and is terminated when the icon dedicated to redirection is pressed.
11. The User logged in, may view the information posted on his Account, including the Courses provided by the Service Provider. The Agreement for the provision of the Content Viewing Service referred to in the preceding sentence is concluded for a definite period of time and is terminated upon closing the browser window, logging out of the Account or termination of the paid Digital Content Agreement.
12. The contract for the provision of Services consisting of providing an interactive form that allows Users to contact the Service Provider is concluded for a definite period of time and is terminated when the User sends a message.
13. The User has the opportunity to receive commercial information from the Service Provider in the form of messages sent to the e-mail address provided by the User (Newsletter Service). For this purpose, it is necessary to provide a valid e-mail address or activate the appropriate field in the Newsletter Form. The User may revoke consent to sending commercial information at any time. The Newsletter Service Agreement is concluded for an indefinite period of time and shall be terminated when the User sends a request to remove his/her e-mail address from the Newsletter subscription or to unsubscribe using the link included in the content of the message sent within the Newsletter Service.
14. The owning User has the possibility to add individual and subjective opinions about the purchased Courses on the Website. By adding statements, the User declares that he/she owns all rights to such content, in particular, economic copyright, related rights and industrial property rights. The contract for the provision of the Service consisting of posting comments on, among other things, Blog entries on the Website is concluded for a definite period of time and is terminated when the comment is added.

15. The statements should be edited in a clear and comprehensible manner, moreover, they may not violate applicable laws, including the rights of third parties - in particular, they may not be defamatory, violate personal rights or constitute an act of unfair competition. The posted statements are distributed on the Website.
16. By posting a statement, the User agrees to the free use of that statement and its publication by the Service Provider, as well as to the development of works within the meaning of the Law on Copyright and Related Rights (Journal of Laws 1994 No. 24, item 83).
17. The Service Provider has the right to organize occasional contests and promotions, the terms of which will be stated each time on the Website. Promotions on the Site are not subject to merger unless the regulations of a given promotion state otherwise.

V. COURSES

1. As part of the Service, the User may, at his/her option, obtain paid, temporary access to:
 - a. one Course or
 - b. All Courses [Subscription described in Section VIII].
2. The contract for the provision of the Digital Service in the form of a Course shall be for a fixed period of time, as indicated in the description of the Course.
3. The Seller has the right to organize occasional promotions, the terms and conditions of which will be stated each time on the Website. Promotions may consist, in particular, in the reduction of the price for the Course, in case of purchase of several Courses suggested by the Service Provider during one Order. Promotions on the Website are not cumulative, unless the terms and conditions of a given promotion state otherwise.
4. The Customer may use the Course, only through his Account, in which the Courses are available, within a maximum of 1 business day from the conclusion of the Agreement for the provision of Digital Services.
5. The video materials available in the Course are made available only online, in the User's Account. The User may use them only in accordance with the License, as specified in sec. XIV of these Regulations.
6. The Service Provider further provides, within the Account, the service of issuing to the User a certificate of completion of a given Course (hereinafter: "Certificate").
7. The certificate is issued by the Service Provider in electronic form, through the Site.
8. The User can download the Certificate, only after completing the entire Course, via a dedicated button after logging into the User's Account.

VI. SUBSCRIPTION

1. As part of the Subscription, the User may gain temporary, paid access to all Courses offered by the Service Provider, as well as other educational materials that are available during the term of the Subscription. The exact scope of the Subscription is indicated in the description of the Subscription.
2. As part of the Subscription, the Service Provider may provide the User with additional discount codes to other websites. Information about the amount and rules for granting discount codes and providing discounts based on them are indicated each time in the description of the Subscription.
3. The contract for the provision of the Digital Service in the form of a Subscription is concluded for a fixed period of time and terminates upon the termination date specified in the description of the Subscription.
4. You may obtain a Certificate for each completed Course available under the Subscription. The rules for awarding a Certificate under the Subscription shall apply mutatis mutandis to sec. V subsections 4-6 of these Regulations.

VII. GIFT CERTIFICATE

1. The Service Provider allows the purchase of a Gift Certificate through the Website, which can be used to purchase Courses available on the Website.
2. The Gift Voucher contains the described amount in Polish zlotys, the card number and the date by which the Gift Voucher can be redeemed.
3. A User interested in purchasing a Gift Voucher shall place an Order in accordance with Section X of these Terms and Conditions.
4. In the Gift Card Order form, the user specifies its individual parameters, including the selection of the amount in Polish zlotys, in accordance with the options available on the Website.
5. To place an Order for a Gift Voucher, the relevant clause. IX of these Regulations.
6. If a Gift Voucher is ordered, the Service Provider sends the Gift Voucher electronically, via email, to the address indicated by the User when placing the Order
7. The Service Provider is the sole issuer of Gift Certificates.
8. A User with a valid Gift Certificate may pay for Courses offered on the Website by following the messages displayed on the Website.
9. In order to finalize the payment with the Gift Voucher, it will be necessary to provide the card number located on the Gift Voucher before placing the Order on the Website. before placing the Order on the Website.
10. The User may make payment with the Gift Voucher up to the date indicated in the email message referred to in subsection 5 above.
11. If the value of the User's Order, exceeds the nominal value of the Gift Voucher, the User has the option to pay the remaining value using other forms of payment available on the Website.
12. The gift certificate is not exchangeable for cash.
13. The provisions on digital content under the Consumer Rights Act (hereinafter: Digital Content) shall apply to the delivery of the Gift Certificate.
14. The Service Provider agrees to provide Content Updates to the Consumer for the duration of the Digital Content Contract.
15. The Service Provider shall, at the request of the Consumer, make available to the Consumer content other than personal data provided or created by the Consumer in the course of using Digital Content provided by the Service Provider, except:
 - a. when they are useful only in connection with the Digital Content that was the subject of the contract;
 - b. those that relate solely to the Consumer's activity during the use of Digital Content by the Seller;
 - c. when they have been combined by the Service Provider with other data and cannot be separated from them or can be separated only with disproportionate efforts.
16. The Consumer has the right to recover the Digital Content from the Service Provider free of charge, without hindrance from the Seller, within 14 days in CSV or other commonly used machine-readable format.
17. In the event of withdrawal from the Digital Content Delivery Agreement, the Consumer shall refrain from using such Digital Content making it available to third parties.

18. The Service Provider shall be liable to the User who is a Consumer under the warranty for non-compliance of the Digital Content with the Contract under the terms of Article 43i-43l of the Law on Consumer Rights.
19. Complaints about Digital Content should be sent to the e-mail address kontak@cgwisdom.pl.
20. In order to investigate the complaint and determine whether the lack of compliance of the Digital Content with the contract is due to the characteristics of the User's digital environment, the User is obliged to cooperate with the Service Provider. The Service Provider will ensure that this cooperation is carried out to a reasonable extent and with the least burdensome technical means for the Consumer.

VIII. VOUCHER

1. In order to purchase a Voucher, the User, selects a Course from among the Courses available on the Site, and then uses the "Buy as a gift" button.
2. Then, the User places an Order, in accordance with the messages displayed on the Website.
3. For placing an Order for a Voucher, the provisions of these Regulations for concluding a Contract for the provision of a digital service shall apply accordingly.
4. The voucher is sent to the User placing the Order to the e-mail address provided when placing the Order.
5. In order to redeem the Voucher, the User should use the dedicated form.
6. The condition for the use of the Voucher is the creation of an Account on the Website and logging into it.

IX. SUBSCRIPTION AND COURSE AS A DIGITAL SERVICE

1. Subscription and access to a single Course constitutes a Digital Service according to the law.
2. Accordingly, Service Provider agrees to provide Digital Service Updates to the Consumer for the duration of the Digital Service Delivery Agreement.
3. The User agrees to cooperate with the Service Provider, in the case of an Upgrade, as long as it is carried out to a reasonable extent and with the least burdensome technical means.
4. The Service Provider may amend the Digital Service provided on a continuous basis for valid reasons, including when it is necessary to adapt the Digital Service on a continuous basis:
 - a. to a new technical environment or
 - b. to an increase in the number of users or for other important operational reasons.
5. Information about the Change shall be communicated to the Consumer a minimum of 14 days prior to the implementation of the Change along with a description of the Change to the e-mail address that the Consumer indicated when placing the Order.

6. In the event of Changes that will materially adversely affect access to or use of the Digital Service provided on a continuous basis, the Consumer may terminate the Agreement without notice within 30 days from the date the Consumer is informed of the Changes or the Changes are made.
7. The Service Provider agrees to provide the Digital Service in accordance with the Agreement.
8. The Service Provider shall be liable for non-compliance of the Digital Service with the Agreement under the terms of Article 43i-43l of the Law on Consumer Rights to the Customer who is a Consumer and to the Customer who is a natural person concluding the Agreement directly related to his/her business activity, when the content of the Agreement shows that it does not have a professional character for that person, in particular, resulting 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.
9. Complaints regarding the Digital Services should be sent to the following email address: kontakt@cgwisdom.pl.
10. In connection with the investigation of the complaint and the determination of whether the non-compliance of the Digital Service with the contract is due to the characteristics of the Client's digital environment, the Client is obliged to cooperate with the Service Provider. The Service Provider will ensure that this cooperation is carried out to a reasonable extent and with the least burdensome technical measures for the Consumer.

X. PRODECURE FOR THE CONCLUSION OF A CONTRACT FOR THE PROVISION OF DIGITAL SERVICE

1. Information about Subscription, Courses [together: Digital Service] provided on the Website, in particular their descriptions, technical and performance parameters and prices, constitute an invitation to conclude an Agreement for the provision of digital services within the meaning of Article 71 of the Civil Code.
2. The prerequisite for placing an Order is to have an active e-mail account, an Account on the Website and to log in to it.
3. The User may place an Order for a Digital Service through the Order form. The Order is submitted to the Service Provider by the User in electronic form constitutes an offer to conclude a Contract for the provision of the Digital Service that is the subject of the Order. An offer made in electronic form is binding on the User if the Service Provider sends to the e-mail address provided by the User a confirmation of acceptance for execution of the Order, which constitutes a statement of the Service Provider's acceptance of the User's offer, and upon its receipt by the User the Agreement for the provision of Digital Services is concluded.
4. The contract for the provision of Digital Services, is concluded in the Polish language, with the content in accordance with the Regulations.

XI. PAYMENTS

1. Prices of Courses, Subscriptions, Gift Vouchers, Voucher are given in Polish Zloty and include all components, including VAT and other fees.
2. The User may make payment via electronic payment. In this case, the execution of the Order will begin after the Service Provider sends the Users a confirmation of acceptance of the Order and after the Service Provider receives information from the billing agent's system about the User's payment.
3. The Service Provider shall inform the User on the Website of the deadline by which he is required to make payment for the Order. If the User fails to make payment within the period referred to in the preceding sentence, the Service Provider, after a prior ineffective call for payment with setting an appropriate deadline, may withdraw from the Agreement on the basis of Article 491 of the Civil Code.
4. The Service Provider shall provide the User with proof of purchase.
5. If the Service Provider uses mechanisms for individual price adjustment based on automated decision-making, it shall provide this information to the Consumer each time he places an Order, taking into account the requirements imposed in this regard by data protection legislation.
6. In the case of Orders subject to Subscription, the Order is paid automatically by collecting the payment for the Subscription by the Service Provider, without the active participation of the User, i.e. via the credit card indicated by the User when placing the Order (hereinafter , "Subscription Payment").
7. In the case of a User who is a Consumer, the Service Provider obtains the Consumer's consent to automatically renew access under the selected Subscription and charge his credit card periodically.
8. Under Recurring Payment, the fee is charged once in each billing period, as presented in the description of the Subscription.
9. The billing period, as defined herein, is indicated each time on the Website, in the description of the Subscription.
10. The billing period is calculated from the date of conclusion of the Digital Service Delivery Agreement.
11. The fee for each billing period is charged on the first day of each billing period.
12. The first day of the billing period is the day corresponding to the date of conclusion of the Digital Service Delivery Agreement, and if there was no such day in the billing period, the last day of the month falling within the billing period.
13. In case of unsuccessful collection of the payment for the next billing period, the Service Provider will make three attempts to collect the payment automatically within one week from the beginning of the next billing period. If, after the attempts referred to in the preceding sentence, the fee is not collected, the Service Provider will call on the User to rectify the violation by choosing another form of payment in the form of transfer to the Service Provider's bank account, if possible. In such a case, the Service Provider may suspend the provision of the Access Service until the User's payment for the next billing period is received.

XII. LEAD MAGNET DIGITAL CONTENT DELIVERY AGREEMENT

1. All Digital Content available on the Website are works within the meaning of the Law on Copyright and Related Rights and have been legally marketed in Poland.
2. The Service Provider declares that, depending on the Digital Content available on the Site, it has the right to grant a license or further license to use the Digital Content, in accordance with the Law on Copyright and Related Rights.
3. The Service Provider shall inform the User on the Website, in the description of the Digital Content, about the technical requirements necessary to integrate the Digital Content with the Consumer's digital environment, including the functionality, compatibility and interoperability of the Digital Content.
4. The contract for the delivery of Digital Content is concluded in the Polish language with the content in accordance with the Regulations.
5. The contract for the provision of Digital Content is concluded for a definite period of time and terminates when the User downloads the Digital Content to his/her device.
6. The Service Provider agrees to provide the Digital Content Updates to the Consumer for 2 years from the delivery of the Digital Content, unless the Consumer and the Service Provider have individually agreed on a different term.
7. For the purposes of these Terms and Conditions, a License shall constitute both a license and a sublicense (sublicense) within the meaning of the Law on Copyright and Related Rights.
8. The Service Provider, within the framework of the conclusion of the Agreement for the provision of Digital Content, grants the User an indefinite, royalty-free and non-exclusive License to use the Digital Content (hereinafter: the "Subject of the License"). The Service Provider grants the License to the Client to use the License Subject in the following fields of exploitation:
 - a) Entering into the User's computer memory;
 - b) Use in any form only for the User's own purposes.
9. You shall not be entitled to sublicense the Licenses granted in accordance with this section of the Terms and Conditions.
10. The Service Provider shall have the right to unilaterally amend the contract for Digital Content made available on a continuous basis, if the amendment is reasonable and will positively affect the rights and obligations of the User.

XIII. PROCEDURE FOR CONCLUDING AN AGREEMENT FOR THE PROVISION OF DIGITAL CONTENT UNDER LEAD MAGNET

1. Information about Digital Content provided on the Website, in particular their descriptions, technical and usage parameters and prices of Digital Content available for purchase, constitute an invitation to conclude an Agreement, within the meaning of Article 71 of the Civil Code.
2. The condition for subscribing to the Newsletter in order to receive Digital Content is to have an active e-mail account.

3. The User may receive selected Digital Content in exchange for subscribing to the Newsletter, after completing the Newsletter subscription form.
4. The user does not pay any monetary fee, but provides the Service Provider with his/her personal data and agrees to send him/her the Newsletter, using mandatory check boxes.
5. After completing and sending the Newsletter Subscription Form, the User will receive an email with a link confirming the Newsletter subscription.
6. In order to effectively subscribe to the Newsletter, the User should click on the link confirming the subscription referred to in the subsection above.
7. Subscription to the Newsletter is considered effective, as soon as the User is shown the website with a message confirming subscription to the Newsletter. At this point, the conclusion of the Digital Content Delivery Agreement also occurs.
8. The contract for the delivery of Digital Content is concluded in Polish or English, with the content in accordance with the Regulations.
9. Provision of Digital Content is made to the email address indicated by the User when signing up for the Newsletter.
10. The Service Provider shall make the Digital Content available immediately after receiving information about the confirmation of subscription to the Newsletter subscriber list.
11. The user may unsubscribe from the Newsletter at any time.
12. If the User wishes to receive the Digital Content offered in exchange for subscribing to the Newsletter, without subscribing to the Newsletter, the User may purchase this Digital Content by paying the price determined by the Service Provider in an individual arrangement. This purchase requires individual contact between the User and the Service Provider.

XIV. RIGHTS AND OBLIGATIONS OF THE USER

1. A consumer, within 14 days from the conclusion of a contract concluded remotely (including a contract for the provision of Services), may withdraw from it without giving any reason by making a suitable statement to the Service Provider. The User may formulate the statement himself or use the statement, the template of which can be found on the Site.
2. According to the Law on Consumer Rights, the consumer's right to withdraw from the Contract is excluded, among others, *inter alia*, in the case of a contract for the supply of digital content not delivered on a tangible medium, for which the consumer is obliged to pay the price, if the entrepreneur has commenced performance with the express and prior consent of the consumer, who was informed before the commencement of performance that after the performance by the entrepreneur he will lose the right to withdraw from the contract, and accepted it, and the entrepreneur has provided the consumer with the confirmation referred to in Article 15 (1) and (2) or Article 21 (1) of the Consumer Rights Act.
3. The Service Provider, upon receipt of the Consumer's withdrawal statement, will send an acknowledgement of receipt of the withdrawal statement to the Consumer's e-mail address.

4. The Service Provider shall, at the request of the Consumer, make available to the Consumer content other than personal data provided or created by the Consumer during the use of Digital Content provided by the Service Provider, except:
 - a. when they are useful only in connection with the Digital Content that was the subject of the contract;
 - b. those that relate solely to the Consumer's activity during the use of Digital Content by the Seller;
 - c. when they have been combined by the Seller with other data and cannot be separated from them or can be separated only with disproportionate efforts.
5. The Consumer shall have the right to recover the Digital Content from the Service Provider free of charge, without hindrance from the Service Provider, within 14 days in CSV or other commonly used machine-readable format.
6. In the event of withdrawal from the Digital Content Agreement, the Consumer shall refrain from using such Digital Content or making it available to third parties.
7. The user is obliged to:
 - a. to act in a manner consistent with the law, good morals and the provisions of these Regulations, bearing in mind respect for the personal property and intellectual property rights of third parties;
 - b. To provide data in accordance with the facts in a way that is not misleading;
 - c. promptly notify the Service Provider of changes in data affecting the performance of the Services;
 - d. not to use devices, software or methods that may interfere with the operation of the Service;
 - e. Non-delivery of unlawful content.
8. The User may use the information and content available to him/her on the Website only for his/her own personal use in accordance with the Terms and Conditions for the duration of the contract for the Services of the Website. In particular, it is prohibited to publicly distribute this content in whole or in part, use it for commercial purposes, translate, adapt or make any other changes.
9. You may use the Digital Services for your own personal use in accordance with the Terms and Conditions for the duration of the Digital Services Agreement. In particular, it is forbidden to publicly distribute this content in whole or in part or to develop it, use it for commercial purposes, translate, adapt it or make any other changes.
10. The Service Provider, as part of the conclusion of the Agreement for the provision of digital services, grants the User an indefinite, royalty-free and non-exclusive License to use the Courses (hereinafter: the "Subject of the License").
11. The Service Provider grants the User a License to use the Licensed Item only in the following field of exploitation covering the reproduction of the Licensed Item on his own device for his own use.
12. You shall not be entitled to sublicense the Licenses granted in accordance with this section of the Terms and Conditions.
13. The User is responsible for owning all rights to the content posted on the Service, including data entered in the Account or anywhere on the Service.
14. It is prohibited to copy or reproduce any part of the Site in whole or in part without the prior written consent of the Service Provider. The Service Provider may take steps, including through litigation, to protect the interests of the Service Provider and other Users.

15. It is forbidden for Users to present and send through opinions or in any other place on the Website, information that contains content prohibited by law, violating the rules of morality, or constituting acts of unfair competition. Content presented or sent by Users may not, in particular:
- a. violate human dignity;
 - b. contain content that discriminates on the basis of race, gender or nationality;
 - c. contain pornographic content;
 - d. hurt religious or political beliefs;
 - e. Encourage violations or violations of the law;
 - f. contain content that violates the law, including, in particular, copyright or other intellectual property rights, or encourages copyright infringement, including by providing content that may serve to violate copyright or other intellectual property rights.
16. The consumer has, among other things, the following options for out-of-court complaint and redress:
- a. is entitled to apply to the provincial inspector of the Commercial Inspection to initiate mediation proceedings for an amicable settlement of the dispute between the User and the Service Provider.
 - b. may also file a complaint through the EU ODR online platform, available at: <http://ec.europa.eu/consumers/odr/>.
 - c. Information on how to access the aforementioned dispute resolution mode and procedures, can be found at the following address: www.uokik.gov.pl under the "Consumer Dispute Resolution" tab.

XV. COMPLAINTS REGARDING SERVICES PROVIDED ELECTRONICALLY

1. The User may file complaints regarding the Services provided on the Site, in particular, their non-performance or improper performance.
2. Complaints can be submitted in writing to kontakt@cgwisdom.pl.
3. In the complaint, the User should provide his name, mailing address, type and description of the problem.
4. The Service Provider undertakes to consider each complaint within 14 days from the date of its receipt. In case of deficiencies in the complaint, the Service Provider will call on the User to supplement it to the necessary extent within 7 days, from the date of receipt of the call by the User.

XVI. PROTECTION OF PERSONAL DATA

The Service Provider collects and processes the personal data provided by Users in accordance with applicable laws and in accordance with the Privacy Policy, which is available on the Website.

XVII. TERMINATION OF THE DIGITAL SERVICES AGREEMENT

1. The Account Agreement and the Digital Services Agreement may be terminated by the User at any time by sending a termination notice to the Service Provider's email address: kontakt@cgwisdom.pl.

2. The notice period is 7 days.
3. Termination of the Agreement for the provision of Digital Services or deletion of the Account does not relieve the User from the obligation to pay the outstanding fees related to the Subscription.
4. If the Digital Services Agreement is terminated before the expiration of the term for which it was concluded, the Service Provider may impose a contractual penalty on the User in the amount equal to 50% of the amount that the Service Provider would have received from the User if the User had not terminated the Digital Services Agreement before the expiration of the term for which it was concluded.
5. The service provider may also withhold deletion of the User's Account, in case of violation of the Regulations by the User in order to clarify the matter.
6. The termination of the contract for Digital Services and Account Services occurs when the Service Provider sends a confirmation of Account deletion.
7. In the case of violation by the User, the provisions of these Regulations, the law or good manners, the Service Provider may terminate the agreement with the User immediately (delete the Account) or suspend its performance under the Account, pending clarification of the matter.

XVIII. FINAL PROVISIONS

1. The regulations are available in Polish.
2. Reproduction or distribution of these Terms and Conditions or any part thereof without the written consent of the Service Provider is prohibited.
3. The provisions contained in these Regulations concerning the Consumer, on the subject of withdrawal from the contract and complaints, apply to a natural person concluding a contract directly related to his/her business activity, when the content of this contract shows that it 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 of the Central Register and Information on Business Activity. The provisions on out-of-court means of settling complaints and pursuing claims do not apply.
4. Unless otherwise provided by mandatory provisions of law, the applicable law for the resolution of any disputes arising under these Terms and Conditions is Polish law. Any disputes arising under these Terms and Conditions, where the other party is not a Consumer, will be resolved before a common court with jurisdiction over the Service Provider's registered office.
5. The provisions of the Civil Code, the provisions of the Act on Providing Electronic Services, the provisions of the Act on Consumer Rights and other relevant provisions of Polish law shall apply in matters not regulated by these Regulations.
6. The content of these Terms and Conditions is subject to change. Any changes will be communicated to each User who is a Consumer through information on the main page of the Website containing a summary of the changes and their effective date. The effective date of the changes will not be less than 14 days from the date of their announcement.