

WEBSITE TERMS OF USE

§1

[Preliminary Information]

1. www.tauni.org is a Website that presents the activities and services offered by:

– Transatlantic American University (TAU) Knyaz Alexander Dondukov Blvd. No. 7, Fl. 3 Sofia Center, Bulgaria;

2. The website has been created to present the services of TAU.

3. **Customer Service Office** – for matters relating to the Website and for the purpose of fulfilling obligations and rights under these Terms of Use that apply to TAU, addressing correspondence to:

– By mail to the postal address: Knyaz Alexander Dondukov Blvd. No. 7, Fl. 3 Sofia Center, Bulgaria;

– By email to: contact@tauni.org;

– By phone: + 35 9877 158 222.

4. These **Terms of Use** set out the formal, organizational, and technical conditions of the provision of services by electronic means by TAU (in particular through the Website) and the use of the Website by users, as well as the terms and conditions of conclusion and termination of agreements for the provision of such services, and the complaint procedure.

5. Each user is obliged to comply with the provisions of these **Terms of Use** from

the moment of taking any action aimed at using the service(s) offered through the Website, with particular reference to the commencement of data transmission.

6. Copyright and other intellectual property rights related to the operation of the Website belong entirely to TAU.

§2

[Glossary of terms]

1. **Website** – the www.tauni.org website containing information about the services of TAU and its offers.

2. **TAU**:

– Transatlantic American University (TAU) Knyaz Alexander Dondukov Blvd. No. 7, Fl. 3 Sofia Center, Bulgaria

3. **Service Provider** – TAU provides paid services, as indicated in the Terms of Service.

4. **Terms of Use** – these Terms of Use.
5. **Terms of Service** – conditions of services provided by a given Service Provider, constituting an integral part of the Terms of Use.
6. **User** – person using the Website.
7. **Participant** - a person who has purchased and registered for any paid service through the **Application Form**.
8. **Service** – a service, the offer of which has been presented on the Website and is provided by TAU or by a given Service Provider.
9. **Service Announcement** – information presented on the Website containing detailed information about a particular Service, e.g., a description of a particular program, course or training.
10. **Newsletter** – personalized information containing information about discounts, news, products, and services of TAU.
11. **Subscriber** – a user subscribed to the newsletter.
12. **Application Form** – an IT tool made available on the Website for the purpose of purchasing and registering for particular paid services rendered by TAU.
13. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC
14. **Civil Code** – Act of 23 April 1964 – Civil Code, Dz.U. 1964 no 16 item 93 as Amended.
15. **Telecommunications Law** – Act of July 16, 2004 – Telecommunications Law, Dz.U. 2004 No. 171 item 1800 as amended.
16. **Act on the Provision of Services by Electronic Means** – Act of 18 July 2002 on the provision of services by electronic means, Dz.U. 2002 No. 144 item 1204 as amended.
17. **Consumer Rights Act** – Act of 30 May 2014 on consumer rights, Dz. U. 2014 item 827 as amended.

§3

[Technical conditions]

1. To properly use the Website, the following are required:

- 1) Internet connection,
- 2) A web browser that allows hypertext (HTML) documents available on the Internet to be displayed on a user's computer screen via the World Wide Web (WWW) service,
- 3) It is recommended to use Mozilla Firefox, Google Chrome, Opera or Microsoft Edge web browsers.

§4

[Services]

1. **TAU** provide services to the Users electronically, in accordance with the provisions of these **Terms of Use**.

2. **TAU** provide the following services to Users free of charge:

- 1) Presentation of commercial information and information about the services of TAU.
- 2) Sending newsletters.

3. **TAU** provide the following **paid** services:

- 1) Providing legal and other courses, training, programs, diplomas, and certificates,
- 2) Organizing academic conferences,
- 3) Organizing professional conferences,
- 4) Organizing language lessons,
- 5) Scientific publishing,
- 6) Editing and proofreading of English-language texts,
- 7) Consulting and mentoring,
- 8) Preparing for an interview (interview prep),
- 9) CV and cover letter consultations.

4. **Prices** of fee-based services are available in appropriate tabs on the www.tauni.org Website.

5. All announcements, including prices, descriptions of services and other information contained on the Website, do not constitute an offer, commercial offer or offer in electronic form, within the meaning of the Civil Code, but are only an invitation to conclude an agreement.

6. The services described in section 2 of this paragraph are provided jointly by TAU.

7. The services described in paragraph 3 of this article are provided by TAU. Information on which TAU provides a given service results from the provisions of the **Terms of Use** or the provisions of the **Terms of Service**.

8. Detailed terms and conditions of provision of individual services provided by **TAU** are described in detail in the **Terms of Use** and the **Terms of Service**.

§5

[Terms of Service]

[A. General provisions]

1. By purchasing any of the paid services described in this paragraph of the **Terms of Use** through the **Application Form**, the **Participant** declares that he/she:

1) agrees to the processing of his personal data as well as recording and disseminating of his/her image **TAU** according to the Privacy Policy with either one of the following aims:

- organization and proper performance of the service,
- sharing for promotional and marketing purposes by Collaborating Entities photos and recordings with Participant's image, on channels such as: Facebook, Instagram, TikTok, Youtube, provided that the image is part of a larger whole (e.g., a conference or training in which many people participated). The consent covers total, unlimited in time, unlimited in territory (in particular, on the Internet – on the administrator's website and YouTube channel and other similar media channels), free of charge, repeated dissemination by the administrator of the image (TAU) and, if applicable, the voice contained in the photos/recording for the purpose of promoting the administrator's activities and use in further activities of the administrator.

The Participant simultaneously declares that he/she has been informed of the rules of future data processing and of his/her rights. He/she may withdraw consent to the publication of the image at any time.

2) all data provided in the **Application Form** is final, binding and true. The **Participant** is responsible for any errors in his/her **Application Form**.

3) agrees to be able to choose only one of the two versions of the certificate confirming his/her use of the service:

– a hard-copy certificate sent by post to the address indicated by the **Participant** and bearing an electronic signature of a representative of the entity being **Service Provider**
(if the information presented on the Website containing detailed information about a given Service – e.g. description of a specific Conference or a specific Course – does not include information about the price of sending the certificate by post, 10 EUR shall be added to the price of the Service).

– certificate in an electronic version sent to the e-mail address indicated by the Participant in PDF format, bearing an electronic signature of a representative of the **Service Provider**.

4) will have the software/application necessary to use and/or participate in the service (MS Teams, Zoom or any other application specified in the Service Announcement) on the day of service provision.

5) the email address provided in the **Application Form** is integrated with the application which the **Service Provider** uses to perform the service.

6) shall not in any form record, store, reproduce, distribute, record or make available the content and materials presented before, during and after the Conference, Course, Lesson or any other Service, unless the **Service Provider** agrees to do so in writing or via email.

2. The **Service Provider** declares that he/she/it:

1) reserves a three-month deadline for delivery of certificates in Europe, unless the **Service Provider** sets an earlier deadline.

2) reserves the right to disregard changes to the information provided in the **Application Form** after the **Application Form** is submitted.

3) based on the Participant's request, shall issue a VAT invoice for the provided service in electronic form (PDF). If the invoice is to be paid by an external entity (in particular a higher education institution), the invoice request should be submitted at least three weeks before the conference, course/training, lesson, or any other similar service.

4) invoice for the realized service is sent to the **Participant** usually on the last day of the conference/course/lesson/other service, but not later than within two weeks after the end of the conference/course/lesson/other service.

5) invoice for the realized service is issued after the payment for the conference/course/lesson/other service has been made.

3. In matters not specified in this paragraph, the obligations of the **Participant** and the

Service Provider shall be governed by the principles of good manners, academic mores, and the provisions of the applicable law.

4. Fees for paid services are not refundable, subject to §6 of the **Terms of Use**.

5. The provisions of sections 1-4 of this paragraph apply to all paid services regardless of who the **Service Provider** is.

[B. Individual Services]

6. Conducting Training and Courses:

- 1) Service provided by Transatlantic American University.
- 2) The Service consists of the Provider conducting a training/course on the topics described on the www.tauni.org Website, that is granting to Participant the right of access (entry) to a training/course (this right is born after the Participant's payment has been received by the Service Provider). Participation in a **Program** or **Training** or **Course** will be documented by the issuance of a diploma or certificate. The condition for receipt of the diploma or certificate is active attendance on the part of the Participant with his/her camera turned on. We reserve the right not to issue a certificate to a Participant who doesn't obey this condition.
- 3) Each participant will receive a diploma or certificate bearing the signature of the Provost and President of the Academic Board of TAU.
- 4) The Participant shall be obliged to take all steps necessary for uninterrupted participation in the **Program** or **Training** or **Course**.
- 5) The fee paid by the **Participant** to the **Service Provider** for participation in the **Program** or **Training** or **Course** covers the participation of one person.
- 6) The **Participant** may not record audio-video transmissions of the **Program/Training/Course** provided by the **Service Provider**.
- 7) A **Participant** of the **Program/Training/Course** has the right to use training materials provided to him only for his own use.
- 8) A link to the webcast (online training room) will be made available to registered participants within 24 hours prior to the **Program/Training/Course** by email.
- 9) Each participant shall be required to have a camera, microphone and Internet connection to participate in the Training or Course without interruption. The **Service Provider** is not liable for any technical malfunctions occurring on the part of **Participants**.
- 10) **Participants** of selected **Programs/Trainings/Courses** receive a set of free self-study materials after the **Program/Training/Course** only if it is specified in the Service Announcement.
- 11) The **Participant** is obliged to report all technical problems (before the **Program/Training/Course** as well as on the **Program/Training/Course** day) by private message to a representative of the **Service Provider**, specifying the problem.

7. Organization of academic conferences:

- 1) Service provided by Transatlantic American University.
- 2) The service consists in the organization and conducting by the **Service Provider** of an **Academic Conference** or an **International Academic Conference** and granting to the Participant either (1) the opportunity to deliver a paper and make a presentation on a selected topic (**Active Participant/Speaker**) or (2) the opportunity to listen to the speeches of others (**Passive Participant/Audience**). The Service is concluded granting to the Participant the right of access (entry) to the Conference (this right is born after the Participant's payment has been received by the Service Provider). Making the Conference fee payment to the Service Provider equals to reserving the time to deliver a presentation during the Conference within the Conference's schedule (Active Participant/Speaker) or guaranteeing a place among the audience (Passive Participant/Audience). Each **Academic Conference** has an **Academic Committee**, which includes at least one independent researcher with a post-doctoral degree.
- 3) The speaking time is 10-15 minutes (for national conferences) or 15-20 minutes (for international conferences) – unless the **Service Announcement** states otherwise.
- 4) The participation fee for the **Conference** paid by the **Participant** to the **Provider** covers the appearance of one person at the **Conference**.
- 5) The **Service Provider** reserves the right to select abstracts and not to admit an Active Participant if the scientific value of the proposed paper (presentation) is negligible.
- 6) By registering for the **Conference** through the **Application Form**, the Participant grants to the **Service Provider** a free, perpetual, non-exclusive license to use the abstract of the paper (presentation) and its recording, multiply, reproduce and disseminate them in such a way that everyone can have access to it at a time and place chosen by the **Service Provider** and **TAU**, in particular through the Internet.
- 7) The exact time of the paper (speech) will be determined by the **Service Provider** without the possibility of changing the time of the speech by the **Participant**. It is the **Participant's** responsibility to be ready to deliver his/her paper (speech) during the **Conference** within the timeframe set by the **Service Provider**. The above shall also apply when the **Conference** is extended by another day.
- 8) The **conference schedule** will be published at least three days before the event and will be posted on the Facebook event page and sent directly to active and passive **Conference Participants**.
- 9) A link to the webcast (online conference room) will be made available to registered **Participants** within 24 hours prior to the conference by email.
- 10) The **Active Participant** (Speaker) is obliged to take all steps necessary for undisturbed presentation of the paper (speech) at the **Conference** realized by the **Service Provider**. The **Active Participant** (Speaker) is obliged, inter alia, to keep the camera and microphone (audio-video transmission) turned on and in working order, and to ensure the proper functioning of his/her Internet connection and multimedia presentation throughout the duration of the paper (presentation).
- 11) The **Active Participant** (Speaker) is obliged to be present on the conference panel during which he/she presents his/her paper (speech) and to participate in the Questions and Answers (Q&A) session that follows the end of each conference session.

12) The **Participant** is obliged to report all technical problems (before the conference as well as on the day of the conference) via e-mail directly to the Conference Coordination, making a precise determination of the problem.

8. Organization of Professional Conferences:

1) Service provided by Transatlantic American University.

2) The **Service Provider** organizes and conducts conferences for professionals (lawyers, tax advisors, bookkeepers, managers, entrepreneurs, academics, language instructors, translators, analysts, finance specialists, etc.) and enables the Participants to participate in them by granting them the right of access/entry (this right is born after the Participant's payment has been received by the Service Provider). As part of the Professional Conference, the Provider organizes presentations by several experts in a given field, who present their speeches (papers). The **Participant** shall participate by passively listening to the presentations (papers) and asking questions during the Questions and Answers (Q&A) session.

3) The conference schedule will be published at least three days before the event and will be posted on the Facebook event page and sent directly to active and passive conference participants.

4) A link to the webcast (online conference room) will be made available to registered **Participants** within 24 hours before the **Conference** by email.

5) The **Participant** is required to take all steps necessary for uninterrupted participation in the Conference. Participant is required, inter alia, to ensure proper functioning of his Internet connection throughout the Conference.

6) The Participant is obliged to report all technical problems (before the conference as well as on the day of the conference) by private message to the Provider on Facebook, making a precise determination of the problem.

7) The fee for the **Professional Conference** paid by the **Participant** to the **Provider** covers the participation of one person in the **Conference**.

9. Organization of language lessons:

1) Service provided by Transatlantic American University.

2) The Service consists of the **Service Provider** organizing and conducting individual or group lessons and enabling the **Participant** to take part in the lessons. Each instructor will allow adequate time for questions which could be asked either verbally (using a microphone) or textually (using a chat function). Some instructors will allow questions to be asked on an ongoing basis during the course of the class, in accordance with the **Service Announcement**.

- 3) **Participants** of selected Lessons receive a set of free self-study materials after the training - if specified in the Service Announcement.
- 4) The exact program of lessons is included each time in their description on the www.tauni.org Website and on Facebook.
- 5) The **Service Provider** reserves the right to make modifications to the lesson program in order to properly implement its objectives, as well as to change the instructor conducting the lesson.
- 6) The **Participant** is obliged to take all steps necessary to participate in the lesson without interruption. The participant is obliged, among other things, to keep his camera and microphone (audio-video transmission) switched on and in working order as well as to ensure the proper functioning of his Internet connection and multimedia presentation throughout the lesson (course).
- 7) Each **Participant** should have a camera, microphone and a good internet connection. We are not responsible for technical disturbances occurring on the part of the participants.
- 8) The fee for the language lesson(s) paid by the **Participant** to the Service Provider covers the participation of one person in the lesson(s).
- 9) Registration for a language lesson in less than 72 hours (3 days) is associated with an additional fee of 10-20 EUR (depending on the currency conversion rate). Registration for a lesson in less than 24 hours (1 day) is associated with an additional fee of 20-30 EUR (depending on the currency conversion rate).

10. Academic publishing:

- 1) Service provided by Transatlantic American University, hereinafter known as the Publisher.
- 2) The service consists in publishing an academic publication in accordance with the provisions of these **Terms of Use**. The **Provider** aims to maintain all academic standards and standards of style and correctness.
- 3) In the case of individual publications, the **Service** is each time and individually priced by contacting the author with the **Publisher** and establishing the conditions of cooperation, including the deadlines and costs of the publication.
- 4) In the case of collective monographs, the publishing procedure is as follows:
 - The editor of the publication announces and opens a call for texts,
 - Substantive editing and formal control of texts by the Author/Editor
 - Sending the texts together with the table of contents to the Publishing House by the Author/Editor
 - Formal control of texts by the Publisher

- An external review that results in a text being accepted without correction, being referred for correction as indicated by the reviewer, or being rejected without the opportunity to be corrected.
- Proofreading and editing of the text by the Publisher.
- Composition of the publication, designing the cover of the book.
- Publication of the book and its distribution.

5) The text may be rejected at the stage of checking formal requirements (formal control) – if the formal requirements are not met, or at the stage of review (substantive control) if the scientific value of the proposed text is negligible.

6) If the text is to be corrected as indicated by the reviewer, the author is obliged to make the corrections in accordance with the instructions given, under pain of rejection of the text at the review inspection stage.

7) The rules for reviewing and publishing ethics, as well as the editorial instruction containing information on formal requirements for texts, are available at www.cfasofficial.com in the relevant tabs. The author, by submitting the text, accepts these rules and undertakes to comply with the editorial rules described in the editorial instruction, under pain of rejection of the text at the stage of formal control.

8) By sending the text (chapter/article) to the Publisher, the author submitting his/her text (chapter/article) to a multi-author monograph (or other type of multi-author publication) accepts the following provisions: (a) The Publisher reserves the right to reject texts containing serious grammatical, stylistic or punctuation errors; (b) The Publisher reserves the right to select the submitted texts; (c) The Publisher reserves the right to interfere with the content and format of the texts to the extent necessary to carry out the publication; (d) The Publisher reserves the right to change the final publication date; (e) If a large number of texts is collected, the Publisher reserves the right to publish more than one book, publishing the works in two (or more) volumes; (f) When the printed copy of the book is expected and is to be shipped abroad, The Publisher reserves the right to charge the author for the shipping costs; (g) The publication fee and incidental fees (e.g. for printing or shipping of additional copies), once paid are non-refundable, an incidental fees (e.g., printing or shipping charges) will be charged to the author; (g) The publication fee and incidental fees (e.g. payment for the printed copy or additional copies), once paid, are non-refundable (the day of performance of the entire service of enabling participation in the publishing procedure shall be considered the day of payment of the main publication fee) – there are no exceptions to this rule; (h) In view of the long publication deadlines – for multi-author publications – and rising costs, the Publisher reserves the right to increase the publication fee to the extent corresponding to the official inflation rate set by the National Bank of Poland from the date of the announcement of a given call for papers.

9) Printing of paper copies of books is provided for when the announcement of a given call for papers so provides (for multi-author publications) or when a separate agreement with the author/editor so provides. A printed copy for the author (if the announcement of the call for texts assumes one) is provided only for authors whose texts have been officially published (those whose texts have been rejected for any reason do not acquire the right to receive an author's copy).

11. Editing and proofreading of English-language texts:

- 1) Service provided by Transatlantic American University.
- 2) The editing and proofreading service for English-language texts consists of removing spelling, grammar and punctuation errors, and consequently making the text correct (**proofreading**), and removing stylistic errors, awkwardness, misapplied phraseological compounds, and consequently giving English sentences the appropriate fluency and logic, and increasing the ease of text reception while preserving its message (**editing**).
- 3) The **Service Provider** undertakes proofreading of, among others, business, scientific, social science and humanities texts, legal and legal texts, blog texts, literary fiction and non-fiction, biographical texts.
- 4) The service is priced per page of edited or proofread text. 1 page is 1800 characters with spaces.
- 5) After a proofreading has been completed, it is possible to order a proofreading of the same text again. The second and each subsequent proofreading order for the same text can be made with a 50% discount. The discount is granted at the request of the client.
- 6) Proofreading includes correcting spelling, grammar and punctuation errors. Proofreading does not include preparation of footnotes, bibliography, or any other section being outside of the text itself.
- 7) Editing includes the overall work on the style, flow, logic and tone of the text, as well as the preparation of footnotes. Editing also includes proofreading.
- 8) The deadline for proofreading or editing depends on the length and complexity of the text and is set individually for each order.
- 9) Proofreading and editing of texts does not include substantive control. Within the scope of the service, the **Service Provider** does not provide legal advice and does not undertake any responsibility for the edited or corrected legal and business texts.
- 10) The **Service Provider** guarantees the security and confidentiality of the text. The **Service Provider** is not responsible for making available the content of submitted texts if the obligation to do so arises from the law (e.g. request to provide access to materials by the relevant authorities such as courts, law enforcement, and the like). Texts which are not processed by the **Service Provider** are irretrievably deleted within 5 days of their receipt.

12. Mentoring and Expert Consultations:

- 1) Service provided by Transatlantic American University.

2) The **Mentoring Service** consists of an analysis of the **Participant's** previous experience and achievements, determination of an action plan, and then assistance in its implementation and monitoring of the **Participant's** progress. The Expert Consultation Service consists of consultation on a topic selected by the **Participant** and advice on the best solution.

3) The Service Provider offers, among other things, consultation on first college or first job, developing a career path, advice on selecting activities and building an impressive resume, networking, first steps toward an academic career, first steps towards their own business, preparing to go to college in the United States.

4) The **Mentoring** service is priced according to the selected package. Each package includes an appropriate number of meetings, 1 online meeting per month (meeting lasts 60 minutes), advice on setting goals and tasks, possibility of e-mail contact, ongoing monitoring of the effects of the **Participant's** work, evaluation of the **Participant's** progress. You can choose packages with:

- 3 meetings,
- 6 meetings,
- 9 meetings,
- 12 meetings.

5) The **Expert Consultation Service** is priced hourly, according to the Price List.

13. Preparing for an Interview:

1) Service provided by Transatlantic American University.

2) Job interview preparation service consists of an analysis of the submitted CV and a description of the position to which the Participant applies, the Participant's self-presentation skills and advice on how to conduct a proper and effective job interview.

3) Registration and payment for consultations is tantamount to the reservation of the date and time of the instructor. The fee paid is not refundable in the case of absence or cancellation by the **Participant**.

4) Registration for consultation in less than 72 hours (3 days) is associated with an additional fee of 10-20 EUR (depending on the currency conversion rate). Registration for consultation in less than 24 hours (1 day) is associated with an additional fee of 20-30 EUR (depending on the currency conversion rate).

5) The **Provider** shall use reasonable care to best prepare the **Participant** for the interview, but shall not be responsible for the unsuccessful outcome of the targeted job interview or other interview.

14. CV and Cover Letter Consultations:

1) Service provided by Transatlantic American University.

- 2) The CV and/or cover letter consultations consist of an analysis of the submitted CV and Cover Letter as well as the description of the position to which the Participant applies and advice on the correct and effective preparation of the CV and Cover Letter.
- 3) Registration and payment for consultations is tantamount to the reservation of the date and time of the teacher. The fee paid is not refundable in the case of absence or cancellation by the participant.
- 4) Registration for consultation in less than 72 hours (3 days) is associated with an additional fee of 10-20 EUR (depending on the currency conversion rate). Registration for consultation in less than 24 hours (1 day) is associated with an additional fee of 20-30 EUR (depending on the currency conversion rate)
- 5) The service does not include graphic design or graphic editing of a resume or cover letter.

§6

[Right of withdrawal from a distance-concluded or an off-premises-concluded contract].

1. Pursuant to Art. 27 et seq. of the Polish Consumer Rights Act, the **Participant** has the right to withdraw from the purchase of services through the Website. The **Participant** may withdraw from it within 14 days without giving any reason and without incurring costs. In the case of withdrawal from a contract concluded at a distance or an agreement concluded off-premises, the contracts shall be deemed not to have been concluded.
2. In the case of withdrawal from the purchase of services, the amount paid by the **Participant** for a given service shall be refunded in full to the account from which the payment was made, within 14 days from the delivery of the return form.
3. The withdrawal statement form is available at: contact@tauni.org.
4. If, at the express request of the **Participant**, with his/her consent, performance of the service began before the expiry of the deadline for withdrawal from the contract concluded away from business premises, the **Participant** is obliged to pay for the services performed until the withdrawal from the contract. The amount of payment shall be calculated in proportion to the scope of performance, taking into account the contractually agreed price or remuneration. If the consumer withdraws from the contract, the amount returned to the consumer shall be reduced by the value of the payment for the services performed until the withdrawal.
5. The right of withdrawal from a contract concluded off-premises or at a distance does not apply to a consumer in respect to a contract for the provision of services for which the consumer is liable to pay the

price, if the Service Provider has performed the service in full with the express and prior consent of the consumer, who was informed before the start of the service that, after the performance by the Service Provider, the consumer will lose the right of withdrawal and has accepted this.

6. The consumer shall not have the right of withdrawal from an off-premises or a distance-concluded contract in the case of contracts for the provision of services relating to leisure, entertainment, sports or cultural events, if the contract specifies the date or duration of the service.

7. The provisions of §6 shall apply to an individual who enters into a contract directly related to his/her business activity, when it is clear from the content of the contract that it is not of professional nature for that individual (such conclusion being drawn from the subject of his/her business activity specified in the Central Register and Information on Business Activity or any other relevant official business registry).

§7

[Newsletter]

1. The newsletter service consists of **TAU** sending free of charge information about discounts and news, products and services of TAU, to the e-mail address provided by the **User**.

2. A **User** who subscribes to a newsletter is called a **Subscriber**.

3. Each **User** can use the newsletter service. Using the newsletter requires the **User** to

provide an e-mail address and/or postal address and to give consent to receive messages from **TAU** constituting commercial information within the newsletter service.

4. Providing an email and/or postal address and giving consent is voluntary, but necessary to use the newsletter service.

5. When using the newsletter service, the **Subscriber** is prohibited from submitting illegal content, in particular from submitting others' personal data without the consent of authorised persons.

6. Individual messages sent as part of the newsletter service are works under copyright law and are subject to protection as provided by law. Any copying, modification and use in a manner inconsistent with the intended use or without the consent of **TAU** may constitute an infringement of the law and result, among others, in liability for damages.

7. The agreement on using the newsletter service is concluded for an indefinite period of time upon subscribing to the newsletter using the form available on the **Website**.

8. The **Subscriber** has the right to terminate the newsletter service agreement with

immediate effect. Termination of the newsletter agreement results in withdrawal of consent to send the newsletter granted by the **Subscriber** and removing the subscriber from the list of newsletter recipients.

The newsletter agreement is terminated by sending an e-mail to the e-mail address indicated in the **Terms of Use** or by sending a letter by post to the postal address indicated in the **Terms of Use**.

9. **TAU** may suspend or terminate the newsletter service after

informing subscribers by email or post **TAU** shall have the right to delete any invalid or non-existent e-mail or postal address provided by the **Subscriber**.

10. **TAU** are **joint administrators** of the personal data processed for the purpose of providing the newsletter service. Details of the processing of personal data by **TAU** are set out in the Privacy Policy.

11. The Subscriber may withdraw from the Newsletter contract within 14 days of its conclusion without giving any reason. Withdrawal is made by sending a statement of withdrawal to the email address indicated in these Terms of Use or by sending a message by regular mail to the postal address indicated in the Terms of Use.

§8

[Complaint procedure]

1. The **User** and **Participant** may file a complaint regarding the services provided by **TAU**.

2. The basis and scope of liability of TAU to the Client if the sold Product has a defect are determined by generally applicable laws, in particular the Consumer Rights Act. For agreements concluded until December 31, 2022, the basis and scope of liability of TAU to consumers are determined in particular by the Civil Code (in particular, Articles 556-576 of the Civil Code). For agreements concluded from January 1, 2023, the provisions of the Consumer Rights Act shall apply.

3. In the event of non-conformity of the goods with the contract, the consumer is entitled to the rights set forth in the applicable laws, in particular the Consumer Rights Act. TAU hereby informs about the liability of the entrepreneur for the conformity of the performance with the contract, as provided by law.

4. A complaint may be submitted in electronic form via the contact form on the Website, by e-mail or by post to the address of the relevant **TAU** for a given service. A complaint should include at least the first and last name of the service recipient, his/her email, and a description of the reported objections.

5. If the data or information provided in the complaint need to be supplemented, before the complaint is considered, **TAU** shall call the complainant to supplement it in the appropriate scope.

6. **TAU** shall examine the complaint within 14 days from the date of its receipt.

7. A reply to the complaint will be sent only to the e-mail or postal address indicated in the complaint.

8. In the event that a user who is a consumer makes a complaint about the quality of services offered by **TAU**, and this entity does not accept the claim, the user may then use out-of-court ways to handle complaints and assert claims. The out-of-court ways of dealing with complaints and pursuing claims include, among others:

1) proceedings before the Permanent Consumer Arbitration Court operating at the Polish Trade Inspection;

2) a motion to initiate mediation proceedings to the relevant Provincial Inspector of the Polish Trade Inspection in the voivodeship of the seat of **TAU**;

3) intervention by a county (municipal) consumer spokesperson or a social organization whose statutory tasks include consumer protection (e.g. Polish Federation of Consumers, Polish Consumer Association);

4) online dispute resolution, by means of electronic communication (*Online Dispute Resolution*) by relevant ODR entities.

9. Detailed information about the possibility of using out-of-court complaint and claim procedures and the rules of access to these procedures are available in the offices and on the websites of district (city) consumer spokespersons, social organizations whose statutory tasks include consumer protection, and Provincial Trade Inspection Inspectorates.

10. The above provisions concerning consumers shall apply to an individual who enters into a contract directly related to his/her business activity, when it is clear from the content of the contract that it is not of a professional nature for this individual (such conclusion being drawn from the subject of his/her business activity specified in the Central Register and Information on Business Activity or any other relevant official business registry). With respect to other entrepreneurs, the parties exclude warranty liability to the maximum extent permitted by law.

[Personal data]

1. **TAU** processes personal data of Users and Participants as joint administrators of personal data. Details of the processing of personal data by **TAU** are set out in the Privacy Policy.

§10

[Rules of liability]

1. **TAU** takes all the necessary steps to provide the Users with uninterrupted access to the Website 24 hours per day, 365 days per year.

2. **TAU** reserves the right to apply technical breaks in the functioning of the Website service. Each break will not be longer than 24 hours. The User will be appropriately informed about each technical break.

3. **TAU** is not liable for any misuse of the **Website** on the part of the **User** or **Participant**.

4. **TAU** is not liable for any damages arising due to misuse,

inability to use or malfunction of the **Website** due to force majeure, **User's** fault or any other reasons not attributable to TAU's fault.

5. **TAU** does not bear any responsibility for false data provided by the **User**.

6. **TAU** reserves the right to modify the services offered on the Website and to provide services different from those offered on the Website.

§11

[Amendments to the Terms of Use]

1. **TAU** reserves the right to amend the **Terms of Use**.

The **Terms of Use** may be amended due to:

1) changes to the **Website**, including the introduction of new functionalities, the addition of new services, as well as changes in technical requirements;

2) addition or change of the services provided by **TAU** as part of its activities;

3) desire to improve the user experience and making the **Website** easier to use;

- 4) the need to improve the security of the available functionalities of the **Website**;
 - 5) the need to adapt the **Terms of Use** to the provisions of the law, including decisions, orders, rulings, interpretations or other acts of public authorities;
 - 6) the need to specify or clarify the provisions of the **Terms of Use**;
2. The amendment shall become effective on the date indicated by TAU, which shall not be shorter than 14 days from the moment the amended **Terms of Use** are made available via the Site.
 3. You will be notified of any changes to the Terms of Use by a notice posted on the **Website**. If the User does not object to the application of the amended **Terms of Use** within the time limit, the amended **Terms of Use** shall be deemed accepted by the User. Objection to the amended **Terms of Use** shall be deemed to be termination of the agreement with **TAU**.

§12

[Final Provisions]

1. In matters not covered by these **Terms of Use**, the provisions of Polish law shall apply, including the Civil Code, Act on the Provision of Services by Electronic Means, the Telecommunications Law, the Consumer Rights Act and the GDPR.
2. In the case of disputes with the **User** who is a consumer, the court competent to resolve them shall be a common court with jurisdiction under the applicable law.
3. In the case of disputes with a **User** who is not a consumer, the competent court to resolve them shall be a common court with jurisdiction over the seat of **TAU**.
4. These **Terms of Use** are effective as of January 1, 2023.