

## TERMS AND CONDITIONS OF SERVICE AND PROVISION OF ELECTRONIC SERVICES ON THE WEBSITE WWW.SZKOLENIADIALUXEVO.PL

These regulations (hereinafter: "**Regulations**") define the terms and conditions of using the website operating at the Internet address [www.szkoleniadialuxevo.pl](http://www.szkoleniadialuxevo.pl) (hereinafter: "**Service**"), which is administered and owned by Emil Piotrowski conducting business activity under the name EM-LIGHT EMIL PIOTROWSKI in Tarnów (33-100) at Szpitalna 39A lok. 46, NIP 7282672871, REGON 385877785 (hereinafter: "**Service Owner**").

Contact with the Service Owner is possible via:

- e-mail: [em.light2020@gmail.com](mailto:em.light2020@gmail.com)
- phone number: +48 577 505 835

Below you will find detailed information on the operation of the Service.

### I. Definitions

For the purposes of these Regulations, the following terms shall have the following meaning:

1. **Contact form** - a form available on the Website through which a User may send a message to the Service Owner. The use of the form constitutes a service provided electronically by the Service Owner to the User,
2. **User** - a natural person with full legal capacity, a legal person or an organisational units without legal personality, to which the law grants legal capacity, using the services made available on the Website,
3. **Opinion** - the opinion of people who cooperated with the Service Owner or used the Training Services, expressed through a description of their experience with the Training Services or other services they have used with the Service Owner,
4. **Privacy Policy** - a document containing information about the processing of Users' personal data by the Service Owner,
5. **Civil Code** - the Act of April 23, 1964 - Civil Code,
6. **Consumer** - a natural person who enters into an agreement with the Service Owner, that is not directly related to his/her business or professional activity,
7. **Training Services** - listed, described and presented on the Website services in the field of DIALux evo program training conducted by the Service Owner who is a certified trainer or other services presented on the Website (e.g. individual consultation service),
8. **Regulations** - these "Terms and conditions of service and provision of electronic services on the website [www.szkoleniadialuxevo.pl](http://www.szkoleniadialuxevo.pl)", available on the Website under the "Terms and conditions" tab, which is the document referred to in Article 8 of the Act on electronic services,
9. **Service** or **Website** - the website at [www.szkoleniadialuxevo.pl](http://www.szkoleniadialuxevo.pl) through which the User may use the services available therein,
10. **Service Owner** - Emil Piotrowski conducting business activity under the name EM-LIGHT EMIL PIOTROWSKI in Tarnów (33-100) at Szpitalna Street 39A lok. 46, NIP 7282672871, REGON 385877785,
11. **Consumer Rights Act** - the Act of May 30, 2014 on consumer rights,
12. **The Act on the provision of electronic services** - the Act of 18 July 2002 on the provision of electronic services,

## **II. General provisions**

1. The Service is available via the website [www.szkoleniadialuxevo.pl](http://www.szkoleniadialuxevo.pl) and is operated by the Service Owner - Emil Piotrowski conducting business activity under the name EM-LIGHT EMIL PIOTROWSKI in Tarnów (33-100) at Szpitalna 39A lok. 46, NIP 7282672871, REGON 385877785.
2. The Regulations define in particular:
  - a. types and scope of services provided electronically,
  - b. terms of using the Contact form,
  - c. terms of publishing Opinions in the Service,
  - d. information about publication in the "Recommend" tab in the Service,
  - e. terms and conditions of using of the Website,
  - f. rights and obligations of the Service Owner and the User,
  - g. complaint procedure in case of malfunction of the Website.
3. Information about Training Services provided on the Website, in particular their descriptions and conditions, do not constitute an offer within the meaning of the Civil Code, but are only an invitation to conclude an agreement within the meaning of Article 71 of the Civil Code.
4. The description of the Training Services does not include a price due to the fact that it is determined individually each time after contact with the Service Owner. The price of the training depends on many factors and arrangements between the Service Owner and the User (such as issues of travel, accommodation, scope of training, number of people, etc.).
5. Training Services or individual consultations may be conducted both electronically and stationary in a place agreed between the client and the Service Owner (e.g. at the client's premises), which depends on the individual arrangements of the parties and the agreement concluded between them.

## **III. Services provided electronically**

1. Through the Website, the Service Owner also provides electronic services to the User.
2. The Service Owner shall provide electronic services to the Users, among others:
  - a. enabling Users to familiarize themselves with the offer of Training Services or the service of individual consultation services or offers of other services that are presented on the Website,
  - b. providing the Contact Form and enabling the User to undertake contact with the Service Owner through it,
  - c. to present Opinions,
  - d. to take advantage of affiliate links published in the "Recommend" tab.
3. The Service Owner shall take measures to ensure the fully correct functioning of the Service. The user should inform the Service Owner of any irregularities or interruptions in the functioning of the Service.
4. The Service Owner through it provides the User with a Contact form through which the User can send a message, in order to enable the Service Owner to undertake contact with the User or to respond to the message sent.
5. In order to ensure the safety of the User and the transmission of data in connection with the use of the Website and its functionalities, the Service Owner takes technical and organizational measures appropriate to the degree of security risk of the services

provided, in particular measures to prevent the acquisition and modification of personal data by unauthorized persons.

6. Due to the need to improve and ensure the proper operation of the Service, the Service Owner reserves the right to periodically disable its availability in order to expand, maintain or update it, of which the User will be informed on the Website. If the Service Owner decides to terminate the provision of services by closing down part or all of the Service, he will inform the Users of this by publishing an appropriate notice on the Service.

#### **IV. Principles of using the Service**

1. The User may use the Service only for his/her own use. It is forbidden to use the resources and functions of the Website for commercial activities or those that would violate the interest of the Service Owner.
2. Within the framework of the use of the Service, as well as within the framework of the User's use of the methods of communication proposed by the Service Owner (e.g. through the Contact Form), it is prohibited to provide information of an unlawful nature, including in particular:
  - a. providing and transmitting content prohibited by law, in particular within the Contact Form, private messages, issued opinions,
  - b. sending and posting unsolicited commercial information within the Service,
  - c. use the Website in a manner inconsistent with the Regulations and the law,
  - d. use the Website in a manner that interferes with its operation,
  - e. use of any content posted on the Website for purposes other than personal use.
3. The Service Owner is not liable for any damages incurred by the User due to the dangers existing on the Internet, such as password hijacking by outsiders, hacking into the system, or infecting the system with viruses.
4. The User is entitled to use the Website and its functionalities only in accordance with applicable law and the Regulations.
5. It is prohibited to use the Website or its functionalities in a manner contrary to the principles of social intercourse and good manners.
6. Any data provided by the User during the use of services provided electronically or use of the Website must be truthful. The User shall bear full responsibility for providing false data.

#### **V. Technical requirements**

1. In order to use the electronically provided services described in Section III. Regulations and the functionality of the Website, you need:
  - a. a device (computer, tablet, phone or other) and access to the Internet,
  - b. properly configured web browser that supports cookies and JavaScript support - Microsoft Edge, Opera, Mozilla Firefox, Safari, Google Chrome (if possible - in an updated version). It is acceptable to use other versions of web browsers, if they provide full compatibility with the versions listed above.
  - c. when using the Contact Form - an active and properly configured e-mail account that allows the User to receive e-mail messages.

2. The Service Owner is not responsible for accidents resulting from the User's failure to comply with the technical requirements set forth in the Regulations necessary for cooperation with the information and communication system used by the User. In particular, these are cases where the User has misconfigured or not configured the e-mail account at all, and because of this, e-mails from the User to the Service Owner or from the Owner of the service to the User do not reach.
3. The Service Owner makes every effort to ensure that the Website can be used on all popular types of computers, operating systems and web browsers, but does not guarantee and is not responsible for the possibility and effectiveness of using the mentioned websites in whole or in part using all available tools.
4. The use of the Website is made via the public Internet network, which by its nature does not guarantee the reliability or confidentiality of communication between the User and the Website. The protection of the User's personal data by the Service Owner is implemented in accordance with the principles set out in the Privacy Policy available on the Website.
5. For the safety of the use of the Website, it is recommended that the device used by the User should have, in particular:
  - a. current antivirus system,
  - b. an effective security firewall,
  - c. installed available updates of the operating system and web browser that relate to security.

#### **VI. Responsibility**

1. The content published on the Service has informational or educational purposes. The Service Owner makes every effort to thoroughly explain the issues presented in the Training Services or the content published on the Service, however, the Service Owner is not responsible if the published content does not resonate with the client or User, his skills and abilities or his life situation.
2. The results and achievements demonstrated during training or consultation are aspirational statements of possible results. The success of trainings, online meetings, etc., testimonials and other examples are unique results and are not a guarantee that every User will achieve the same results. Individual results may vary, and in particular they depend on individual abilities, approach, manner and efficiency of work, skills and experience, level of motivation, diligence in applying knowledge acquired from training, and other factors.
3. In order to achieve the correct results assumed in the User by the Service Owner, it is necessary to actively use the Training Services or consultations, including, in particular, the performance of assigned tasks, independent exercises, active participation in training and independent work in the manner indicated by the Service Owner.

#### **VII. Opinions**

1. The Service Owner publishes on the Website Opinions of people or companies who have cooperated with the Service Owner or used his services (in particular Training Services, consultations).
2. Opinions are issued only by people or companies who actually purchase services from the Service Owner.
3. Opinions are issued and sent to the Service Owner by:

- a. An email message from a client who has used the services of the Service Owner,
  - b. Sending a private message from a client who has used the services, via a social media account (e.g. LinkedIn) or messenger (e.g. Messenger),
4. Opinions may be made available directly on the Service (e.g. next to the description or offer of services, Training Services or in the tab or section "Opinions").
5. An Opinion can be issued only to services that the person issuing the Opinion has used with the Service Owner. It is forbidden to enter fictitious or sham contracts in order to express opinions about the services of the Service Owner.
6. Adding Opinions cannot be used for illegal activities, in particular, for actions constituting an act of unfair competition, or actions that infringe personal rights, intellectual property rights or other rights of the Service Owner or third parties. When adding an Opinion, each person is obliged to act in accordance with the law, these Regulations and good practices.
7. The Service Owner ensures that published Opinions come from his clients and service recipients who have actually cooperated with the Service Owner or used his services or Training Services. For this purpose, the Service Owner takes the following actions to check whether the opinions come from his clients:
  - a. the submitted Opinion is published after prior verification by the Service Owner. Verification consists in checking the compliance of the opinion with the Regulations, in particular, checking whether the person giving the opinion actually used the services of the Service Owner. Verification takes place without undue delay, before its publication, on the basis of checking the name, surname, email address, social media nickname (if the opinion was sent via a social media account) and the fact of providing of services and their type,
  - b. in case of doubts of the Service Owner or objections raised by other clients or third parties as to whether a given opinion comes from a client or whether a given client has actually used the services of the Service Owner, the Service Owner reserves the right to contact the author of the Opinion in order to clarify and confirm that he/she is actually his client and whether he/she used the services or Training Services.
8. Any comments, appeals against the verification of Opinions, or objections as to whether a given Opinion comes from a client or whether a particular customer has used the Service Owner's services may be submitted by email to: [em.light2020@gmail.com](mailto:em.light2020@gmail.com).
9. the Service Owner does not post or order any other person to post false Opinions or recommendations, and does not distort Opinions or recommendations to promote his services.
10. The Service Owner provides both positive and negative Opinions, but provides only a selection of them (not all Opinions received by the Service Owner are published).

### **VIII. The "Recommend" tab in the Service**

1. The Service Owner publishes in the "Recommend" tab in the Service, information about the offers of his business partners and affiliate links that can be used by Users.
2. Offers or information published in the "Recommend" tab are recommendations of products or services that the Service Owner has used himself and considered that they may be useful to Users.
3. In the case of posting in the "Recommend" tab sponsored materials or information within the framework of paid cooperation, they will be marked as sponsored or will contain other information of an advertising nature of content.
4. The Service Owner is not responsible for the consequences of the use by the User of links published in the "Recommend" tab and legal or economic relations and contracts established through the links. The Service Owner is not responsible for the content of the terms and conditions and agreements available on the recommended websites, which are the responsibility of the entities that own or administer these websites. The User is advised to familiarize himself with the content of the terms and conditions of the service and the privacy policy in effect there, after navigating to other websites.

### **IX. Personal Data**

1. The administrator of personal data provided by the User is the Service Owner, hereinafter referred to as the Administrator.
2. The Administrator undertakes to protect personal data in accordance with the Act of May 10, 2018 on the protection of personal data and the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 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 (Data Protection Directive) (General Data Protection Regulation, so-called GDPR), and in accordance with the principles contained in the Privacy Policy, available on the Service.
3. The detailed rules for the collection, processing and storage of personal data by the Service Owner are described in the Privacy Policy, which can be found on the Service, under the "Privacy Policy" tab.
4. The Service contains links to other websites. The Service Owner is not responsible for the privacy policies applicable on these websites. The User is advised to familiarize himself/herself with the privacy policy established there, after going to other websites. The privacy policy published on the Website applies only to the website at [www.szkoleniadiatluxevo.pl](http://www.szkoleniadiatluxevo.pl).

### **X. Copyright**

1. The content published on the Website, presented through the Website and the materials created as part of the services provided (courses, online consultations, etc.) contain content protected by copyright, industrial property rights and intangible assets protected by intellectual property rights. It is forbidden to reproduce and distribute in any form and manner without prior permission, the content available on the Website, in particular text, graphics, trademarks, logos, icons, photos, etc.
2. Digital content (e.g. educational materials presented during online courses, etc.) or their descriptions, which are presented on the Website or during training or online consultations, constitute works within the meaning of the Act of February 4, 1994 on

copyright and related rights, the copyright to which is vested exclusively in the Service Owner.

3. Further dissemination of works without the permission of the Service Owner shall constitute an infringement of the copyright vested in the Service Owner and may result in civil or criminal liability.
4. The use of the Service Owner's services does not constitute a transfer of any author's economic or personal rights to the works transferred as a result of the provision of services. The user may use it only for his/her own purposes.
5. Modifying, copying, distributing, transferring, displaying, transmitting, reprinting, sublicensing, creating collective works from the materials referred to above, as well as reposting and selling these materials is not allowed.
6. Any content sent to the User as part of the services provided shall, in principle, be granted a non-exclusive license for an indefinite period of time for the use of the materials obtained as a result of the services provided or related content, whereby the Service Owner may reserve the term of removal or expiration of access to the aforementioned materials, which shall be agreed between the User and the Service Owner on an individual basis.

#### **XI. Complaints**

1. The User has the right to file complaints to the Service Owner in matters relating to the provision of electronic services and the activities of the Service.
2. Complaints can be submitted:
  - a. In writing - by mail to the postal address: Szpitalna Street 39A lok. 46, 33-100 Tarnów,
  - b. verbally - by phone via +48 577 505 835,
  - c. in electronic form by sending an e-mail: em.light2020@gmail.com
3. The Service Owner assures that he considers submitted complaints immediately, while stipulating that due to the lack of stationary customer service department, it does not accept complaints submitted in person at the above address, but only by correspondence.
4. All complaints will be considered immediately, no later than within 14 days from the date of receipt of the complaint by the Service Owner. The response will be provided in paper form or by means of a durable medium. If the User requests that the response to the complaint be delivered by email - the response may be delivered by email.

#### **XII. Out-of-court dispute resolution and pursuing claims**

1. In the event that the complaint procedure fails to produce the expected result, it is possible for the interested party to use, among other things:
  - a. applying to a permanent amicable consumer court with a request to resolve a dispute arising from the concluded contract,
  - b. to apply to the provincial inspector of the Commercial Inspection with a request to initiate mediation proceedings for the amicable settlement of the dispute,
  - c. free assistance from the district (city) consumer ombudsman or a social organization whose statutory tasks include consumer protection,

- d. online ODR platform available at: <http://ec.europa.eu/consumers/odr/>. The platform is used to resolve disputes between consumers and entrepreneurs seeking out-of-court resolution of disputes concerning contractual obligations arising from an online sales contract or service contract.
2. For detailed information on out-of-court means of handling complaints and pursuing claims, the Consumer (Entrepreneur on the rights of the consumer) can look for at <http://www.polubowne.uokik.gov.pl>.
3. The Service Owner agrees to submit any disputes arising in connection with concluded contracts to mediation proceedings. Details will be determined by the parties to the conflict.

### **XIII. Final provisions**

1. These Regulations and any agreements concluded with the Service Owner are governed by Polish law.
2. The Service Owner reserves the right to introduce and cancel offers, promotions and to change the content of the Service without prejudice to the rights acquired by the User, including in particular the terms of agreements concluded before the change was made.
3. The Service Owner reserves the right to make changes to these Regulations, resulting from changes in the law or the activity conducted by the Service Owner (justified changes).
4. The new Regulations shall come into force on the date of publication in the Service.
5. Matters not covered by these Regulations shall be governed by generally applicable provisions of Polish law, in particular: Civil Code, Act on Provision of Electronic Services, Act on Consumer Rights or Act on Personal Data Protection and General Regulation on Personal Data Protection (RODO).

The Regulations are effective from 27.06.2023 and this is the first version of the Regulations.

Previous versions of the Regulations:

None.