

Client Agreement



1. Scope of Agreement

1.1. The scope of the present Agreement is the determination of the relations between the Company - the Language school Together (hereinafter referred to as "the Company") on the one hand and the natural person or legal entity (hereinafter referred to as "the Client") on the other, for the whole period of providing the services by the Company to the Client.

1.2. By accepting this Agreement the Client fully and unconditionally agrees with all the Agreement clauses and with all the terms and conditions of using the website at www.together-school.pl (hereinafter, "the Website"), additionally published and amended if necessary at the Company's website.

2. Agreement Duration

2.1. The present Agreement takes effect from the moment of registration of the Client at the Company's website and acts during the entire period of the Client's use of the Company's services.

2.2. For the above-mentioned period, the present Agreement existing in an electronic version is recognized by both parties (the Company and the Client) as the document having validity and accepted by both of the parties.

2.3. Early termination of the present treaty is possible in compliance with clauses 3.3 - 3.5, 5.1.10 - 5.1.12 and 5.2.7 of this Agreement.

3. Registration Procedure on Company's Website

3.1. The fact of the Client's registration on the Company's website is a confirmation of the Client's consent with all the present Agreement clauses as well as with all additionally published terms and conditions on the Company's website.

3.2. The individuals who do not agree with the terms of the present Agreement should refrain from registration on the Company's website and reject using the services provided by the Company.

3.3. Registration an account on the Company's website and further execution of requests for provision of services to the third parties without their permission is forbidden.

3.4. Re-registration of individuals who have already been refused servicing for one reason or another is forbidden.

3.5. It is forbidden to register more than one account for the same natural person or legal entity.

4. Conditions of Server Usage

4.1. The Company provides the services only on the prepayment basis.

4.2. The Company absolves itself from the responsibility for actions and the quality of provided services by third parties involved in the interaction between the Company and the Client, such third parties as banks and payment systems, post carriers and courier services, e-mail services and other messaging services as well as customs authorities.

4.3. Despite the Company's flexibility concerning the satisfaction of the individual Client's needs, the provision of services is generally in the form as it is.

5. Rights and Obligations of the Parties

5.1. The Company:

5.1.1. Undertakes in a timely manner and as soon as possible to execute requests for the provision of services submitted by the Client through his account on the Company's website and also undertakes to take into account and to follow the Client's wishes and instructions accompanying the submitted request.

5.1.2. Undertakes having the submitted Client's request to process your personal data on the conditions, which are the subject of the present Privacy Policy. The Privacy Policy takes effect from the moment of the Client's acceptance confirmation of "Cooperation conditions", particularly in case of marking the point "I agree with Terms for provision of services" during registration on the Website.

5.1.3. The Company retains the right to amend the present Privacy Policy at any time without any special notice. Every time the Company makes changes to the Privacy Policy, the Client will be offered to sign again "I agree with Terms for provision of services".

5.1.4. Being registered on the Company's service and marking the point "I agree with terms for provision of services" the Client confirms his decision to provide his personal data and gives his consent to processing them on the Company's own free will and interests except for cases specified by the legislation of Poland. The Client is responsible for provision the personal data of other individual.

5.1.5. The personal data entered by the Client when using the Company's service are used for:

- an agreement conclusion and/or rendering a service;
- providing the Client with the access to the Website, to the Services and for improving the quality of the Website and the Services;
- provision the information to the Client in order that he/she could use the Website and the Services more effectively;
- creating, management and control of the Client's Account and for verification of access rights to the services and the software;
- the payment for using the Account, the Services and the Company's services by the Client;
- communication with the Client for the purpose of informing on changes or additions to the Services, or on availability of any services which the Company provides;
- assessing the level of service, monitoring traffic and the popularity rating of various service options;
- implementation of the Company's marketing activities;
- compliance with the present Privacy Policy;
- filing a claim and responding to filed claims;
- protection of the rights and lawful interests of the Client, the Company and third parties according to the current legislation of Poland.

5.1.6. The Company undertakes not to provide the Client's personal data to third parties.

5.1.7. In cases prescribed by the law the Company retains the right to transfer personal data to the relevant services if it is done according to the legislation of Poland in order to protect health, life or freedom of other individual.

5.1.8. The Company has the right to use the Client's personal data for e-mail newsletters and special offers, for agreement execution and provision of services.

5.1.9. Acceptance of Privacy Policy (registration on the Website, reading Terms of Service, accepting it and further consent to changes to the Privacy Policy which is carried out by putting down the corresponding mark "I agree with Terms of Service") - means the consent of the Client to personal data processing.

5.1.10. The Client agrees that the Company has the right to storage and processing (including automated processing) any information relating to the Client's personal data, in accordance with the law of Poland "On personal data protection" including the collection, systematization, accumulation, storage, clarification, use, distribution (including transfer), depersonalization, blocking and destruction of personal data provided by the Client.

5.1.11. The Client's personal data processing is carried out by means of mixed personal data processing with or without the Company's internal network transmission, with or without the Internet transmission.

5.1.12. The Company undertakes to ensure confidentiality and safety when processing your personal data. In case of consent to personal data processing, the Company deletes the Client's personal data and does not use them in the future.

5.1.13. The Client's consent to collection and use of information is carried out when the Client joins the Company as a user of the Services, in that case the Company asks for personal information which will be used for activation the Client's Account, provision the Services to the Client, interaction with the Client concerning the status of the Client's Account and for other purposes set forth in this Privacy Policy. The name of the Client, the name of the legal entity, the address, telephone number, e-mail address, data of the credit card and some other information about the Client may be required by the Company for the initial provision of access to the Services, or should be indicated in the process of using the Services. In addition, the Client will be offered to create a personal password that will become a part of the Customer's Account.

5.1.14. The Company has the right at any time to request the Client's documents, which attest the identity as well as documents, which can establish proof of payment. In case of refusal in providing the above-mentioned documents or falsification of provided documents the Company retains the right to a refusal of servicing the Client and the immediate close of his account on the Company's website.

5.1.15. The Company has the right to refusal of servicing either separately taken request or separately taken Client without any explanation of refusal.

5.1.16. The Company has the right to unilaterally denounce this Treaty either in case of breach the Agreement Terms by the Client or incrimination the Client in fraudulent or illegal activities. In addition, the Company retains the right to impose penalties on perpetrators to repair the damage caused to the Company or to the third parties to prevent such violations in future.

5.1.17. Providing personal information to the Company the Client voluntarily agrees to collection, use and disclosure of the personal information. Without limiting the foregoing, from time to time the Company can clarify the Client's consent in the process of collection, use or disclosure the personal information in specific circumstances. Sometimes the Client's consent will mean the interaction between the Client and the Company if the purpose of collection, use or disclosure of the information is obvious, and the Client voluntarily provides this information.

5.1.18. Sometimes the Company can notify the Client about its products, services, news and events. The Client has an opportunity not to receive this information. The Company gives an opportunity to refuse all such mailings or to suspend notifications with the objectives described above if the Client contacts the Company and confirms the desire not to give this information to the Company. The only type of mailings, which the Client cannot refuse, is the obligatory announcements regarding the Services including information relating to the Client's Account, planned suspensions and shutdowns of the Services. The Company will try to minimize such notifications for the Client.

5.1.19. Information Disclosure. The Company will disclose the Client's information to the third parties in accordance with the Client's instructions only either

to provide certain service to the Client as appropriate or for other reasons in accordance with the current legislation of Poland.

5.1.20. The Company does not implement, sell, extend or disclose the personal information without having the Client's prior authorization except for cases specified by the legislation of Poland.

5.1.21. Aggregate Data / Depersonalized Data. The company can also use the Client's personal information to collect the Aggregate Data for internal use and for exchanging with other persons on a selective basis. The term "Aggregate Data" means the data which were deprived of unique information (it is impossible to determine the affiliation of the data without using any additional information) to identify potential clients, landing pages or end-users, and which were altered or combined for provision generalized and anonymous information. Your identity and personal information will be stored anonymously in the Aggregate Data.

5.1.22. The Website may contain links to other websites, and the Company does not bear responsibility for Privacy Policy or the content of these websites. The Company recommends the Client to acquaint with the Privacy Policy of related websites. Their Privacy Policy and activity differ from the Privacy Policy and activity of the Company.

5.1.23. Cookies and Logging. The company acts in accordance with the Law of Poland "On Amending the Telecommunications Act of the User Formation" of March 22, 2013. Check the exact title of the law and find its number. The Company uses "cookies" (cookies) and "logs" (log files) for tracking. Cookies are data of a small amount, which are transmitted by the web server through the Client's web browser and stored on the hard drive of the Client's computer. The Company uses cookies for tracking page variations, which a person has visited, for calculation of clicks made by the visitor on one or another variation of the page, for monitoring traffic as well as for measurement the popularity of service settings. The Company will use this information to provide the Client with relevant data and services. This information also allows the Company to ensure that visitors see the landing page, which they expect to see if they return via the same URL address, and it allows telling how many people click on the client's landing pages.

5.2. The Client:

5.2.1. Undertakes to provide truthful information concerning the Client's personality, current address and contacts for feedback.

5.2.2. Undertakes to support positive, sufficient balance that is enough to pay for submitted requests in the account on the Company's website in order to avoid a delay of execution of the Client's request due to lack of money or negative balance.

5.2.3. Under certain circumstances, undertakes to provide truthful information on funds and sources to pay for Services of the Company, it is required for the verification of legitimacy and legality of the carried-out transactions.

5.2.4. Has the right to stop using the Company's Services at any time, but only if there are no current unfulfilled obligations to the Company.

5.2.5. Has the right to express complaints, wishes and suggestions concerning the improvement of the Company's service. Complaints and wishes will be taken into account to make the quality of Services better, and rational proposals will be rewarded in case of successful implementation in the Company's work.

6. Privacy Policy

6.1. When registering as well as filling out any forms on the Company's website containing the Client's personal information, he/she undertakes to provide reliable information, and if such information is changed then in a timely manner the Client shall make the necessary amendments to his/her registration and other personal data on the Company's website.

6.2. The Company undertakes to take all necessary measures to preserve the confidentiality of personal and any other Client's significant information entered by him/her on the Company's website.

7. Force Majeure

7.1. The Parties are exempted from responsibility for partial or complete unfulfilled obligations under the present Agreement, if this non-fulfillment was caused by uncontrollable circumstances arisen after the conclusion of the treaty as a result one of the Party could neither foresee nor prevent any emergency events by reasonable measures.

7.2. Such emergency events include without limitation: fire, flood, earthquake and other natural disasters, war, military actions, strike as well as any other circumstances beyond reasonable control of the Parties of this Agreement affecting the direct fulfillment of its terms and conditions.

8. Settlement of Disputes

8.1. Parties to the Agreement are obliged to take all measures to resolve disputes and differences that may arise in case of fulfilling obligations under the present Agreement during its validity period, through bilateral negotiations and consultations.

8.2. If it is not possible to reach a satisfactory consent, both Parties retain the right to ask for help appropriate legal authorities.

9. Miscellaneous

9.1. Age of Majority. The Company does not consciously provide Services and will not collect any personal information from people under the age of majority except for information, which will be provided from the representative or the trustee of the minor child according to the legislation of Poland.

10. Safety

10.1. The Company will aim at preventing unauthorized access to the Client's personal information, however, any data transfer via Internet, mobile device or wireless device cannot guarantee 100% safety.

The Company will continue to strengthen the security system as new technologies and methods become available.

The Company strongly recommends the Client not to disclose his/her password. If the Client forgot the password, the Company will ask the Client to confirm the identity and will send the letter to the Client, which contains the link where it is possible to reset the password and to set a new one.

Please, keep in mind that the Client controls the data, which the Company gets when he/she using its Services.

Ultimately, the Client bears responsibility for keeping his/her identity in a secret as well as passwords and/or any other personal information, which is in his/her

possession while using the Services.

Always be careful and responsible concerning your personal information.

The Company does not bear any responsibility for using the Client's information and cannot control using it by other persons.

The Client shall be careful in the choice of personal information that he/she transfers through the Services to third parties. Likewise, the Company does not bear any responsibility for the content of personal or any other information, which the Client receives from other users through the Services.

The company cannot guarantee and bear any responsibility for verification, accuracy of personal or any other information provided by third parties. By using the Site and the Services, the Client exempted the Company from any responsibility in connection with using similar personal or any other information about others.

11. Contact Us

If you have any questions or suggestions concerning our Privacy Policy, please email us at: biuro@together-school.pl.