



Terms and Conditions of the [medcourses.com](https://www.medcourses.com) online portal

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1. About Us

- 1.1. The owner and operator of the website available at **medcourses.com** (the "Portal", "Medcourses Platform" or the "Website") is **BETHINK SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ** with its registered seat in Poznań, Poland (registered office and address for service: ul. Ułańska 3, 60-748 Poznań, Poland), entered into the Register of Entrepreneurs of the National Court Register under number **KRS 0000668811**, whose registration files are kept by the District Court Poznań – Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register, with share capital of PLN 32,400.00, tax identification number **NIP 7811943756** and statistical number **REGON 366802351**.



- 1.2. You can contact Us in particular via e-mail at info@medcourses.com, by phone at **+48 722 003 306** (standard call charge according to your operator's tariff) and via the chat available on the Portal.
- 1.3. The Service Provider operates the Portal and is responsible for the proper, defect-free provision of Electronic Services via the Portal.
- 1.4. The controller of personal data processed on or through the Portal in connection with the performance of these Terms and Conditions is the Service Provider. Personal data are processed for the purposes, to the extent and on the legal bases indicated in the Privacy Policy made available on the Portal. The Privacy Policy sets out, in particular, the rules of personal data processing by the Service Provider in the Portal, including the legal bases, purposes and scope of personal data processing, as well as the rights of data subjects. It also contains information on the use of cookies and analytics tools within the Portal.
- 1.5. Use of the Portal, is voluntary. Likewise, providing personal data by a User making use of the Portal is voluntary, subject to the exceptions indicated in the Privacy Policy (in particular where data are necessary for the conclusion or performance of a contract or for the Service Provider's statutory obligations).
- 1.6. In addition to the Service Provider, the Portal is used by Users – independent third parties in relation to the Service Provider – who may use the Electronic Services provided via the Portal. Users who process personal data obtained through the Portal are obliged to process such data in compliance with generally applicable law, to exercise due care in order to protect any personal data to which they gain access via the Portal, and not to use such data for purposes other than using the Portal and its Electronic Services, unless such use is based on another legal ground arising from generally applicable law.

2. Definitions

For the purposes of these Terms & Conditions, the following terms shall have the meanings set out below:

- 2.1. **DIGITAL SERVICES ACT, THE ACT** – Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market for Digital Services and amending Directive 2000/31/EC (Digital Services Act) (OJ L 277, 27.10.2022, p. 1–102).
- 2.2. **BLOG** – an Electronic Service available on the Portal; an online blog made available on the Portal and operated by the Service Provider, accessible to all visitors of the Portal.
- 2.3. **BUSINESS DAY** – any day from Monday to Friday, excluding public holidays in Poland.
- 2.4. **CUSTOMER** – (1) a natural person having full legal capacity and, in cases provided for by generally applicable law, also a natural person having limited legal capacity; (2) a legal person; or (3) an organisational unit without legal personality, which is granted legal capacity by statute – who has concluded or intends to conclude a Sales Contract with the Seller.
- 2.5. **CIVIL CODE** – the Polish Civil Code Act of 23 April 1964 (Journal of Laws No. 16, item 93, as amended).
- 2.6. **NEWSLETTER** – an Electronic Service available on the Portal; an electronic distribution service provided by the Service Provider via e-mail, which enables all Users using it to automatically receive from the Service Provider periodic content of subsequent editions

- of a newsletter containing information on new Blog posts, as well as news and updates concerning the Service Provider, its partners, the Portal and topics related thereto.
- 2.7. **ILLEGAL CONTENT** – information which, in itself or by reference to an act, including the the provision of Electronic Services via the Portal, is not compliant with European Union law or with the law of any Member State that is compliant with European Union law, regardless of the specific subject matter or nature of that law.
 - 2.8. **ONLINE PORTAL, PORTAL, MEDCOURSES.COM** – the Service Provider’s online service available at <https://medcourses.com/> and its subdomains.
 - 2.9. **COPYRIGHT ACT** – the Polish Act on Copyright and Related Rights of 4 February 1994 (Journal of Laws No. 24, item 83, as amended).
 - 2.10. **PORTAL TERMS** – these Terms & Conditions governing the use of the Medcourses Online Portal, made available on the Portal.
 - 2.11. **ELECTRONIC SERVICE** – a service provided electronically by the Service Provider to the User
 - 2.12. **USER** – (1) a natural person having full legal capacity and, in cases provided for by generally applicable law, also a natural person having limited legal capacity; (2) a legal person; or (3) an organisational unit without legal personality, which is granted legal capacity by statute – using or intending to use the Electronic Services.
 - 2.13. **SERVICE PROVIDER – BETHINK SP. Z O.O.** with its registered seat in Poznań (registered office and address for service: ul. Ułańska 3, 60-748 Poznań, Poland), entered into the Register of Entrepreneurs of the National Court Register under number **KRS 0000668811**, whose registration files are kept by the District Court Poznań – Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register, with share capital of PLN 32,400.00, tax identification number **NIP 7811943756**, statistical number **REGON 366802351**, e-mail address **info@wiecejnizlek.pl**, contact phone number **+48 722 100 867** (standard call charge according to the operator’s tariff), and chat available on the Portal.
 - 2.14. **CONSUMER RIGHTS ACT** – the Polish Consumer Rights Act of 30 May 2014 (Journal of Laws of 2014, item 827, as amended).

3. Use of the Portal

- 3.1. Any User may use the Portal under the terms set out in these Terms & Conditions.
- 3.2. The User is obliged to use the Portal in a manner consistent with its purpose, with these Terms & Conditions, and in compliance with applicable law and good practice, with due respect for the personal rights, personal data, copyrights and intellectual property rights of the Service Provider, other Users and third parties.
- 3.3. The User is prohibited from providing or making available any unlawful content, including in particular **Illegal Content**.
- 3.4. **Technical Requirements.** In order to use the Portal properly, the following minimum technical requirements must be met:
 - 3.4.1. a computer, laptop, tablet, smartphone or other multimedia device with access to the Internet;
 - 3.4.2. access to an active e-mail account;
 - 3.4.3. an up-to-date version of one of the following web browsers: Mozilla Firefox, Google Chrome, Microsoft Edge, Safari or Opera;
 - 3.4.4. enabled cookie storage and JavaScript support in the web browser;



- 3.4.5. minimum screen resolution of 1280 × 1024 px for computers and 360 × 640 px for mobile devices.
- 3.5. The User is responsible for meeting the above technical requirements as well as for any fees associated with Internet access or data transmission.
- 3.6. **Responsibility for the Portal's Operation.** The Service Provider is responsible for the proper functioning of the Portal and for the correct provision of Electronic Services via the Portal.
- 3.7. **Categories of Data Accessible via the Portal.** While using the Portal, the Service Provider and Users may gain access to certain categories of personal data or other data which Users provide for the purpose of using the Portal, or which are generated as a result of such use, including in particular:
 - 3.7.1. **User:** publicly available data visible on the Portal while browsing it, such as the basic identification data of the Service Provider made available on the Portal, in the Portal Terms (e.g. company name, location, e-mail address, phone number, links to social media);
 - 3.7.2. **Service Provider:** has access to all data provided and generated by each User using the Portal.
- 3.8. **Obligations Regarding Data Processing.** The Service Provider and the Users are obliged to process any data obtained via the Portal in accordance with generally applicable law. They must exercise due care to protect any personal data received from other persons via the Portal and must not use such data for purposes other than those arising from the scope of the consent granted to them or necessary for the proper performance of their obligations towards such persons, unless another legal basis for such processing arises from generally applicable provisions of law.

4. Electronic Services Available on the Portal

- 4.1. **Types of Electronic Services** The User may use the following Electronic Services via the Medcourses Portal:
 - 4.1.1. **Blog** – access to educational and informational content published by the Service Provider.
 - 4.1.2. **Newsletter** – subscription to a mailing list in order to receive periodic information, in particular about new Blog content, news and updates related to the Portal and the Service Provider.
 - 4.1.3. **Exam Reminder** – a functionality enabling the User to enter the date of a planned exam and select a specific course available via the Portal. The User will then receive advance reminders about that particular course before the selected exam date.
 - 4.1.4. **Search Function (Search Engine)** – a functionality enabling the User to search within the content
- 4.2. **Fees** Use of the Electronic Services listed above is free of charge. However, the User may incur costs related to Internet access or data transmission, which are charged by the User's telecommunications operator or Internet service provider.

5. Conditions for Using the Blog

- 5.1. Use of the Blog is possible after visiting the Portal and navigating to the section dedicated to the blog / news / updates. The Blog is available to all visitors of the Portal without the need to provide any data or perform any additional actions.
- 5.2. Use of the Blog as an Electronic Service is free of charge. This does not exclude any costs the User may incur for Internet access or data transmission, which are charged by the User's telecommunications operator or Internet service provider.
- 5.3. Users of the Blog may post their subjective comments under individual Blog entries, provided that such comments are related to the topic of the given entry. Adding a comment is possible by using the form available under the relevant Blog entry. A person posting a comment is obliged not to post content that is unlawful (including Illegal Content) or contrary to good practice, and must respect the personal rights as well as the copyrights and intellectual property rights of the Service Provider, other Users of the Portal and third parties. The person posting a comment is prohibited from providing unlawful content (including Illegal Content) and from using vulgar or offensive language. The provisions of these Terms & Conditions concerning Illegal Content apply accordingly to any content posted in the form of comments on the Blog.
- 5.4. A person using the Blog may, at any time and without giving any reason, cease using the Blog by closing the web browser or navigating away from the Blog or the Portal.

6. Conditions for Using the Newsletter

- 6.1. The Newsletter is an Electronic Service available on the Portal; it is an electronic distribution service provided by the Service Provider via e-mail, which enables Users who subscribe to it to automatically receive periodic editions of a newsletter containing information on new Blog posts, as well as news and updates concerning the Service Provider, its partners, the Portal and topics related thereto.
- 6.2. Use of the Newsletter starts after the User completes the following two steps:
 - 6.2.1. provides, in the Newsletter section visible on the Portal, **at least** their first name and e-mail address; and
 - 6.2.2. expresses their will to join the Newsletter by clicking the relevant action button (e.g. "Subscribe" / "Sign up").
- 6.3. The Newsletter is an Electronic Service provided free of charge for an indefinite period of time.
- 6.4. **Discontinuation of Use.** The User may unsubscribe from the Newsletter (resign from the Newsletter) at any time and without stating a reason. Unsubscribing is possible in particular by:
 - 6.4.1. using the unsubscribe link included in each e-mail message sent as part of the Newsletter;
 - 6.4.2. using the contact form available on the Portal;
 - 6.4.3. sending an e-mail to: **info@wiecejnizlek.pl**; or
 - 6.4.4. sending a written request to the address: ul. Ułańska 3, 60-748 Poznań, Poland.

7. Conditions for Using the Search Function (Search Engine)

- 7.1. The Search Function (Search Engine) is a functionality enabling the User to search within the content made available on the Portal, based on keywords or filters entered by the User.
- 7.2. Use of the Search Function as an Electronic Service is free of charge. This does not exclude any costs the User may incur for Internet access or data transmission, which are charged by the User's telecommunications operator or Internet service provider.
- 7.3. Search results are generated automatically on the basis of the criteria provided by the User (such as keywords or filters) and the content available on the Portal. The Service Provider does not guarantee that the search results will be exhaustive, up-to-date or fully accurate, nor that the User will always find specific content through the Search Function.
- 7.4. The User may, at any time and without giving any reason, cease using the Search Function by clearing the search query, navigating away from the search page or closing the web browser.

8. Conditions for Using the Exam Reminder Service

- 8.1. Use of the Exam Reminder Service starts after the User completes the following steps:
 - 8.1.1. provides, in the dedicated Exam Reminder form visible on the Portal, at least their first name and e-mail address;
 - 8.1.2. selects the date on which they wish to receive the reminder;
 - 8.1.3. selects a specific course available on the Portal for which they wish to receive the reminder; and
 - 8.1.4. expressly consents to receiving the reminder by selecting the relevant consent checkbox and clicking the appropriate action button.
- 8.2. The Exam Reminder Service is an Electronic Service provided free of charge. This does not exclude any costs the User may incur for Internet access or data transmission, which are charged by the User's telecommunications operator or Internet service provider.
- 8.3. The Exam Reminder Service is provided until the reminder relating to the selected course and date is sent, or until the User cancels the reminder contacting the Service Provider by sending an e-mail to info@medcourses.com, or sending a written request to the address: ul. Ułańska 3, 60-748 Poznań, Poland.

9. Contact with the Service Provider

- 9.1. The primary means of ongoing remote communication between the Service Provider and Users are:
 - 9.1.1. e-mail: info@medcourses.com,
 - 9.1.2. traditional mail: ul. Ułańska 3, 60-748 Poznań, Poland,
 - 9.1.3. contact phone number: +48 722 003 306 (standard call charge according to the User's telecommunications operator tariff), and
 - 9.1.4. chat available on the pages of the Medcourses Portal.

- 9.2. Via the above channels, the User may exchange information with the Service Provider regarding the use of medcourses.com.

10. Complaints Regarding the Portal

- 10.1. **Scope of Complaints.** This section applies to complaints related to the operation of the Portal, including Electronic Services.
- 10.2. **How to Submit a Complaint.** The User may submit a complaint to the Service Provider in particular:
- 10.2.1. by e-mail to: info@medcourses.com or
 - 10.2.2. in writing to the address: ul. Ułańska 3, 60-748 Poznań, Poland.
- 10.3. **Legal Basis for Liability.** The basis and scope of the Service Provider's statutory liability are set out in generally applicable laws, in particular in the Polish Civil Code, the Polish Consumer Rights Act and the Polish Act of 18 July 2002 on the provision of services by electronic means (Journal of Laws No. 144, item 1204, as amended).
- 10.4. **Recommended Content of a Complaint.** The Service Provider recommends that the complaint description should include:
- 10.4.1. information and circumstances relating to the subject of the complaint, in particular the type and date of the irregularity;
 - 10.4.2. the complainant's request (e.g. what outcome they expect); and
 - 10.4.3. the complainant's contact details.
- 10.5. Providing the above information is recommended only and does not affect the effectiveness of complaints submitted without following these recommendations. It may, however, facilitate and speed up the handling of the complaint.
- 10.6. If the complainant's contact details change while the complaint is being examined, the complainant is obliged to inform the Service Provider of such change.
- 10.7. **Evidence and Additional Information.** The complainant may attach evidence related to the subject of the complaint (e.g. screenshots, documents). The Service Provider may also ask the complainant to provide additional information or evidence (e.g. screenshots) if this facilitates and speeds up the handling of the complaint.
- 10.8. The Service Provider will respond to the complaint without undue delay, no later than within 14 calendar days from the date of its receipt.

11. Technical Breaks and Availability

- 11.1. **Best Efforts to Ensure Availability.** The Service Provider uses its best efforts to ensure the proper and uninterrupted operation of the Portal and the availability of Electronic Services. Due to the complexity and technical nature of the Portal and its Services, as well as external factors beyond the Service Provider's control (such as distributed denial of service – DDOS – attacks), errors and technical failures may occur which temporarily prevent or limit the functioning of the Portal or the ability to use Electronic Services. In such cases, the Service Provider will take all reasonable measures to minimise the negative effects of such events.

- 11.2. **Information on Errors and Failures** The Service Provider will inform Users without undue delay about any errors and technical failures referred to above and about the expected time for their removal. Information in this respect is also made available at: <https://bethink.freshstatus.io/>
- 11.3. **Planned Technical Breaks (Maintenance)**. In addition to breaks caused by errors and technical failures, other technical breaks may occur, during which the Service Provider carries out work aimed at developing the Portal and its Electronic Services and securing them against errors and technical failures.
- 11.4. The Service Provider will plan such technical breaks in a way that minimises inconvenience for Users, in particular by scheduling them, where reasonably possible, during night-time hours and only for the period necessary to perform the required actions. The Service Provider will inform Users in advance of any planned technical breaks, including the expected duration of the break.
- 11.5. **Consumer Rights**. Nothing in this section excludes or limits the rights of a User and/or Customer who is a consumer, or another entity to which provisions on consumer rights apply, arising from mandatory provisions of law, in particular with regard to the Service Provider's liability.

12. Intellectual Property Rights

- 12.1. **Ownership of Rights**. All copyrights and intellectual property rights to the Portal, including in particular its layout, structure, software, graphic elements, text, databases, educational content and any other elements, belong to the Service Provider or to other duly authorised third parties and are protected by the Copyright Act and other applicable laws. Such protection covers all forms of expression of the Portal and its elements.
- 12.2. **Use of the Portal Content**. The Portal and all of its elements should be treated as a copyrighted work. The User is not entitled to copy, reproduce, distribute, make available, or otherwise use the Portal or its elements, in whole or in part, except in cases expressly permitted by mandatory provisions of applicable law.
- 12.3. The User also undertakes not to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to determine the source code of the Portal or its components, except where such actions are expressly permitted by mandatory provisions of applicable law.
- 12.4. **Trademarks**. The trademarks of the Service Provider and of third parties (including names, logos, product names and other distinctive signs) should be used in accordance with applicable laws. Nothing in these Terms & Conditions grants the User any licence or right to use any such trademarks, unless expressly agreed with the relevant rights holder.

13. Reviews of the Portal

- 13.1. The Service Provider enables Users to submit and access reviews of the Portal ("Reviews") under the rules set out in this section of the Terms & Conditions.
- 13.2. Reviews may be submitted via the Trustpilot platform:
 - 13.2.1. by using an individual link to a review form made available by the Service Provider exclusively to persons who have used the Portal (for example, by having a User Account or using Electronic Services),

- 13.2.2. or directly on the Trustpilot website, without using such a link.
- 13.3. A Review may be submitted in accordance with the terms and conditions of the Trustpilot platform available at:
<https://legal.trustpilot.com/end-user-terms>
- 13.4. Reviews on Trustpilot may have the status of **verified** or **unverified**:
- 13.4.1. **Verified reviews** are reviews submitted following an invitation sent by Trustpilot on behalf of the Service Provider. Such invitations are sent only to persons who have used the Portal. These reviews are marked in the system as verified.
- 13.4.2. **Unverified reviews** are reviews added directly on the Trustpilot website without a prior invitation. Such reviews are not given any additional verification label.
- 13.5. On the Portal, the Service Provider displays both unverified and verified reviews that contain a rating of **4 or 5 stars**.
- 13.6. All other reviews (those with a rating lower than 4 stars) are available for viewing directly on the Trustpilot page dedicated to the Portal.
- 13.7. If the Service Provider has doubts, or if other Users, Customers or third parties raise objections, as to whether a given Review has been submitted by a person authorised to do so (i.e. a person who has actually used the Portal), the Service Provider reserves the right to contact the author of the Review in order to clarify the matter and obtain additional confirmation that they have indeed used the Portal.
- 13.8. The Reviews functionality must not be used for unlawful activities, in particular for acts constituting unfair competition or for actions infringing personal rights, intellectual property rights or any other rights of the Service Provider or third parties. A person submitting a Review is obliged to act in compliance with the law and good practice.
- 13.9. Any comments, objections, appeals against the verification of a Review or reservations concerning Reviews may be submitted in a manner analogous to the complaint procedure set out in these Terms & Conditions for complaints regarding the Portal.

14. Provisions regarding Illegal Content

- 14.1. Although the Portal does not provide for broad sharing of content by Users, the Service Provider provides a mechanism enabling the reporting of potential **Illegal Content** or other abuse. Any person who encounters, within the Portal, content giving rise to a reasonable suspicion that it is unlawful (e.g. infringes copyright, personal rights, or contains hate speech) may submit a report by sending an e-mail to: **info@medcourses.com**. Where possible, the report should indicate: the exact location of the contested content (e.g. a link to the page or a screenshot), a description of why it is unlawful, and the reporter's contact details. Reports may be submitted both by registered Users and by persons without an account. Upon receiving a report, the Service Provider shall analyse it without undue delay—where the infringement is obvious, it shall take appropriate action (e.g. removal of the content or disabling access to it); where there are doubts, it may request additional information from the reporting party or seek legal advice.
- 14.2. This section of the Terms and Conditions contains provisions resulting from the **Digital Services Act** with regard to the Portal. Any actions taken by the Service Provider in connection with the exercise of its rights and fulfilment of its obligations under the Digital Services Act and set out in the Terms and Conditions of the Portal shall be without prejudice to the right of any person or entity to initiate relevant proceedings before a court

or other competent authority, and shall not affect any other rights arising from generally applicable laws, which shall prevail in such a case.

- 14.3. As a rule, the User or the Customer are not obliged to provide content when using the Electronic Services, unless the Terms and Conditions of the Portal require the provision of specific data. The User may, however, have the possibility to add a question, opinion, comment or other content while using the Portal and by means of the tools made available for that purpose by the Service Provider. In each case where the User provides content, the User shall be obliged to comply with the rules set out in the Terms and Conditions of the Portal.
- 14.4. **Single Point of Contact** — the Service Provider designates the e-mail address **info@medcourses.com** as the single point of contact. The single point of contact enables direct communication between the Service Provider and the authorities of the Member States, the European Commission and the European Board for Digital Services, and at the same time enables service recipients (including Users and Customers) to communicate directly, quickly and in a user-friendly manner with the Service Provider by electronic means, for the purposes of applying the Digital Services Act. The Service Provider indicates **Polish** and **English** as the languages for communication via its single point of contact.
- 14.5. Procedure for notifying the Service Provider of Illegal Content and actions as set out in Article 16 of the Digital Services Act:
 - 14.5.1. Any person or entity may notify the Service Provider at **info@medcourses.com** of the presence of specific information that such person or entity considers to constitute **Illegal Content**.
 - 14.5.2. The notice should be sufficiently precise and adequately substantiated. To this end, the Service Provider enables and facilitates the submission of notices to the above e-mail address containing the following elements: (1) a sufficiently substantiated explanation of the reasons why the person or entity alleges that the notified information constitutes Illegal Content; (2) a clear indication of the exact electronic location of the information, such as the exact URL or URLs, and, where appropriate, additional information enabling the identification of the Illegal Content, taking into account the type of content and the specific type Electronic Service; (3) the name and surname or name and e-mail address of the person or entity submitting the notice, except for notices relating to information considered to be connected with one of the offences referred to in Articles 3–7 of Directive 2011/93/EU; and (4) a statement confirming the good-faith belief of the person or entity submitting the notice that the information and allegations contained therein are accurate and complete.
 - 14.5.3. A notice referred to above shall be deemed to give rise to actual knowledge or awareness for the purposes of Article 6 of the Digital Services Act in relation to the information concerned, where it enables the Service Provider, acting with due diligence, to identify—without a detailed legal analysis—the illegal nature of the activity or information concerned.
 - 14.5.4. Where the notice contains the electronic contact details of the person or entity submitting the notice, the Service Provider shall, without undue delay, send that person or entity a confirmation of receipt of the notice. The Service Provider shall also, without undue delay, inform that person or entity of its decision with

respect to the information to which the notice relates, providing information on the possibilities of appeal against the decision taken.

- 14.5.5. The Service Provider shall process all notices received through the above mechanism and take decisions with respect to the information concerned in a manner consistent with the Digital Services Act, in particular in a timely, non-arbitrary and objective manner and with due diligence. Where, for the purposes of such processing or decision-making, the Service Provider uses automated means, it shall include information on this in the notification referred to in the preceding point.
- 14.6. Information on restrictions imposed by the Service Provider in connection with the use of Electronic Services available within the Online Portal, with regard to information (content) provided by Users:
 - 14.6.1. The following rules apply to Users when providing any information within Electronic Services available within the Online Portal:
 - 14.6.1.1. an obligation to use Electronic Services available within the Online Portal, including posting information (e.g. questions, opinions or comments), in accordance with their intended purpose, these Terms and Conditions of the Portal, and in a manner consistent with the law and good morals, with due regard to personal rights as well as the copyright and intellectual property rights of the Service Provider and third parties;
 - 14.6.1.2. an obligation to provide information that is accurate and not misleading;
 - 14.6.1.3. a prohibition on providing unlawful information, including a prohibition on providing Illegal Content;
 - 14.6.1.4. a prohibition on sending unsolicited commercial information (spam) via the Electronic Services available within the Online Portal;
 - 14.6.1.5. a prohibition on providing information that breaches generally accepted netiquette rules, including content that is vulgar or offensive;
 - 14.6.1.6. an obligation to hold—where necessary—all required rights and permissions to provide such information via the Electronic Services available within the Online Portal, in particular copyrights or required licences, permissions and consents for their use, distribution, making available or publication, especially the right to publish and distribute via selected Electronic Services available within the Online Portal, and the right to use and distribute image likeness or Personal Data where the content includes the image likeness or Personal Data of third parties;
 - 14.6.1.7. an obligation to use the Electronic Services available within the Online Portal in a manner that does not pose a threat to the security of the Service Provider's or third parties' ICT system.
 - 14.6.2. The Service Provider reserves the right to moderate content provided by Users via the Electronic Services available within the Online Portal. Moderation shall be carried out in good faith and with due diligence, either on the Service Provider's own initiative or following a notice received, in order to detect, identify and remove Illegal Content or disable access to it, or to take the necessary measures to comply with EU law and national law consistent with EU law, including the requirements set out in the Digital Services Act.
 - 14.6.3. The moderation process may be carried out manually by a human or may be based on automated or partially automated tools that facilitate the Service

Provider's identification of Illegal Content. After identifying such content, the Service Provider shall decide whether to remove it or disable access to it, otherwise limit its visibility, or take other actions it considers necessary (e.g. contact the User to clarify concerns and amend the content). The Service Provider shall inform the User who provided the content (where it has the User's contact details), in a clear and easily understandable manner, of its decision, the reasons for it and the available possibilities of appeal.

- 14.6.4. In exercising its rights and fulfilling its obligations under the Digital Services Act, the Service Provider shall be obliged to act with due diligence, in an objective and proportionate manner and with due regard to the rights and legitimate interests of all parties involved, including service recipients, in particular taking into account the rights enshrined in the Charter of Fundamental Rights of the European Union, such as freedom of expression, freedom and pluralism of the media and other fundamental rights and freedoms.
- 14.7. Any remarks, complaints, claims, appeals or reservations concerning decisions or other actions—or lack of action—taken by the Service Provider on the basis of a notice received, or decisions taken by the Service Provider in accordance with these Terms and Conditions of the Portal, may be submitted in a manner analogous to the complaint procedure set out in section 10 of the Terms and Conditions. Use of this procedure is free of charge and enables electronic submission of complaints to the above e-mail address. The use of the complaint submission and handling procedure shall be without prejudice to the right of any person or entity to initiate proceedings before a court or other competent authority and shall not affect any other rights.
- 14.8. The Service Provider shall handle any remarks, complaints, claims, appeals or reservations concerning decisions or other actions—or lack of action—taken by the Service Provider on the basis of a notice received or a decision taken, in a timely, non-discriminatory, objective and non-arbitrary manner. Where a complaint or other submission contains sufficient reasons for the Service Provider to consider that its decision not to take action in response to a notice is unjustified, or that the information concerned by the complaint is not illegal or does not breach the Terms and Conditions of the Portal, or contains information indicating that the complainant's conduct does not justify the measure taken, the Service Provider shall, without undue delay, revoke or amend its decision as to whether to remove content or disable access to it, otherwise limit its visibility, or take other actions it considers necessary. The Service Provider's actions shall be without prejudice to the right of any person or entity to initiate proceedings before a court or other competent authority and shall not affect any other rights.
- 14.9. Users, persons or entities who submitted notices of Illegal Content, and to whom the Service Provider's decisions regarding Illegal Content are addressed, have the right to choose any out-of-court dispute settlement body certified by the Digital Services Coordinator of a Member State in order to resolve disputes concerning such decisions, including in relation to complaints that have not been resolved within the Service Provider's internal complaint-handling system.

15. Final provisions

- 15.1. Agreements concluded under these Terms and Conditions shall be concluded in accordance with Polish law.
- 15.2. These Terms and Conditions do not exclude provisions applicable in the country of the consumer's habitual residence when the consumer enters into an agreement with the Service Provider, which cannot be excluded by contract. In such a case, the Service Provider guarantees the consumer the protection granted to him or her under provisions that cannot be excluded by contract.
- 15.3. Amendments to the Terms and Conditions:
 - 15.3.1. The Service Provider reserves the right to amend these Terms and Conditions for valid reasons, i.e.: changes in legal provisions having a direct impact on the content of the Terms and Conditions; being subject to a legal or regulatory obligation; changes in the scope or form of the Electronic Services provided; adding new Electronic Services; and in order to prevent an unforeseen and immediate threat related to the protection of Electronic Services and Users against fraud, malware, spam, data breaches or other cybersecurity threats — to the extent that such changes affect the performance of these Terms and Conditions.
 - 15.3.2. The notice period for proposed amendments prior to their introduction shall be at least 15 days from the date of notification, subject to section 15.3.5. of the Terms and Conditions. The affected User has the right to terminate the agreement with the Service Provider before the expiry of the notice period. Such termination shall become effective 15 days from the date of receipt of the notification.
 - 15.3.3. The amended Terms and Conditions shall be binding on the User if the requirements set out in Articles 384 and 384¹ of the Civil Code have been met, i.e. the User has been duly notified of the amendments in accordance with the notice period prior to their introduction and has not terminated the agreement within that period. In addition, at any time after receiving the notification of amendments, the affected User may, by written statement or an explicit confirmatory action, accept the introduced amendments and thereby waive the remaining notice period.
 - 15.3.4. In the case of consumers, and as of 1 January 2021 also in the case of natural persons entering into an agreement with the Service Provider directly related to their business activity, where the content of that agreement indicates that it is not of a professional nature for that person, resulting in particular from the subject of the business activity performed by that person as disclosed pursuant to the provisions on the Central Registration and Information on Business (CEIDG):
 - 15.3.4.1. where an amendment to the Terms and Conditions results in the introduction of any new fees or an increase of existing fees, the consumer and the natural person referred to above shall have the right to withdraw from the agreement;
 - 15.3.4.2. amendments to the Terms and Conditions shall not in any way infringe the acquired rights of the consumer and the natural person referred to above prior to the effective date of the amendments.



- 15.3.5. The Service Provider may introduce amendments to the Terms and Conditions without observing the 15-day notice period referred to in section 15.3.5. of the Terms and Conditions where the Service Provider:
 - 15.3.5.1. is subject to a legal or regulatory obligation requiring it to amend the Terms and Conditions in a manner that prevents it from meeting the 15-day notice period;
 - 15.3.5.2. must, exceptionally, amend its Terms and Conditions in order to prevent an unforeseen and immediate threat related to the protection of Electronic Services and Users against fraud, malware, spam, data breaches or other cybersecurity threats.
- 15.3.6. In the cases referred to in section 15.3.5 of the Terms and Conditions, the amendments shall take effect immediately, unless it is possible or necessary to apply a longer implementation period, of which the Service Provider shall inform in each case.
- 15.4. In matters not regulated by these Terms and Conditions, generally applicable provisions of Polish law shall apply, in particular: the Civil Code; the Act of 18 July 2002 on the provision of services by electronic means; the Consumer Rights Act; and other relevant generally applicable provisions.
- 15.5. These Terms and Conditions shall be effective as of 19 January 2026.