

AULA APPLICATION TERMS OF USE

§ 1. General provisions

1. These terms of use (hereinafter: the "Terms") set out the rules and conditions for using the "Aula" application (hereinafter: the "Application") and the services provided by the Service Provider.
2. The Application is used to record lessons and to automatically generate educational materials with the use of artificial intelligence, including notes, exercises and mind maps, and subsequently to share them with students. It is intended both for entrepreneurs and for consumers.
3. These Terms constitute the terms of service referred to in Article 8 of the Act of 18 July 2002 on Providing Services by Electronic Means (hereinafter: the "Act on Providing Services by Electronic Means").
4. The service provider is iQa spółka z ograniczoną odpowiedzialnością (a Polish limited liability company) with its registered office in Rzeszów, address: Senatorska 27, 35-317 Rzeszów, Poland, entered in the register of entrepreneurs of the National Court Register under KRS number: 0000952838, holding Tax Identification Number (NIP): 8133874311 and REGON number: 521191778 (hereinafter: the "Service Provider").
5. The Service Provider may be contacted by: a) electronic mail – at: kontakt@aulaapp.pl, b) traditional mail – at: Senatorska 27, 35-317 Rzeszów, Poland.
6. In accordance with 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) (hereinafter: the "DSA"), the Service Provider has designated a contact point for direct communication with the authorities of EU Member States, the European Commission, the European Board for Digital Services and the Service Recipients of the Application in matters covered by the DSA. The contact point is available at: kontakt@aulaapp.pl.
7. Before starting to use the Application, the Service Recipient is obliged to read the Terms and the Privacy Policy.

§ 2. Definitions

Capitalised terms used in the Terms have the following meanings:

1. Price List – a document or information setting out the current price of the Service, the Subscription Period, the variant of its operation and other conditions indicated therein;
2. Consumer – a natural person performing a legal act with the Service Provider that is not directly connected with their business or professional activity;
3. Account – a panel created in the IT system of the Application, enabling the Service Recipient to use its functionalities;
4. Non-conformity – the non-conformity of the Service of using the Application with the Agreement for using the Application (the criteria for assessing the conformity of the Service with the Agreement for its supply are set out in Article 43k(1)–(2) of the Consumer Rights Act);
5. Trial Period – a period of 14 days during which the Service Recipient is entitled to use the Services free of charge, intended to allow familiarisation with the functionality of the Application;

6. Subscription Period – the period for which the Service Provider makes the Service available to the Service Recipient in accordance with the Price List;
7. Subscription Fee – the fee paid by the Service Recipient in advance in exchange for the Service, determined in accordance with the Price List in force at the time of ordering it;
8. Review – the Service Recipient's review of the Application, comprising a description of the Service Recipient's experience related to using the Service;
9. Privacy Policy – a document containing information on the processing of Service Recipients' personal data by the Service Provider;
10. Terms – the term defined in § 1(1) of the Terms;
11. Service Recipient's Content – all data (including personal data), electronic files, information and materials saved by the Service Recipient in the Account;
12. Agreement – an agreement for the supply of a digital service within the meaning of the Consumer Rights Act, under which the Service Provider undertakes to supply the Service of using the Application to the Service Recipient, whether for consideration or free of charge; the creation of an Account is a condition for concluding an Agreement for the supply of the Service of using the Application;
13. Service of using the Application / Service – a digital service within the meaning of the Consumer Rights Act, consisting in the Service Provider enabling the Service Recipient to use the functionalities of the Application;
14. Service Recipient – a customer (an Entrepreneur or a Consumer) using the Application;
15. Service Provider – the term defined in § 1(4) of the Terms;
16. Consumer Rights Act – the Act of 30 May 2014 on Consumer Rights;
17. Act on Providing Services by Electronic Means – the term defined in § 1(3) of the Terms;
18. User – a person using the Application who is a Consumer.

§ 3. Technical requirements, rules for using the services and security

1. In order for the Service Recipient to properly use the services provided by the Service Provider via the Application, all of the following are necessary:
 1. an internet connection;
 2. devices allowing the use of internet resources;
 3. installation of the Application on a mobile device;
 4. an active email account.
2. Within the Application, Service Recipients are prohibited from using viruses, bots, worms or other computer code, files or programs (in particular scripts and applications automating processes, or other code, files or tools).
3. The Service Provider states that it uses cryptographic protection of electronic transfers and digital content by applying appropriate logical, organisational and technical measures, in particular in order to prevent third parties from accessing data, including SSL encryption, the use of access passwords and antivirus or anti-malware software.
4. The Service Provider states that, despite the safeguards referred to in paragraph 3 above, the use of the internet and of services provided by electronic means may involve the risk of malicious software entering the Service Recipient's ICT system and device, or of third parties gaining access to data stored on that device. In order to minimise this risk, the Service Provider recommends the use of antivirus software or measures protecting identification on the internet.
5. Use of the Application is subject to a fee for accounts of the "Teacher" (*Nauczyciel*) type and free of charge for accounts of the "Student" (*Uczeń*) type.
6. A Service Recipient using the services provided by the Service Provider is obliged to provide only data (including personal data) that is true and accurate. The Service Provider is not liable for the consequences of the Service Recipient providing untrue or incomplete data.

§ 4. Agreement for the supply of the Service

1. Under the Agreement, the Service Provider enables the Service Recipient to use the functionalities of the Application (to the extent resulting from the variant selected in the Price List).
2. In order to conclude an Agreement during the Trial Period, the Service Recipient should take the following steps:
 1. download and launch the Application and select the "Create account" (*Założ konto*) option;
 2. complete the required data in the displayed form;
 3. mandatorily tick the checkbox next to the statement confirming that they have read the Terms and the Privacy Policy and accept their provisions;
 4. click the "Create account" (*Założ konto*) button;
 5. click the activation link sent by email to the email address provided by the Service Recipient.
3. Use of the Application requires registration, the creation of an Account and confirmation of registration by electronic means (using the activation link received from the Service Provider by email).
4. Clicking the activation link is tantamount to the Service Recipient concluding a free-of-charge Agreement for the Trial Period.
5. After the Trial Period expires, the Service Recipient may decide to continue using the Service, which is tantamount to extending the Agreement on a paid basis, in accordance with the Price List (which sets out the duration, features and settlement terms of the Agreement).
6. In order to extend the Agreement, the Service Recipient must go to the "Account" (*Konto*) tab or the paywall in the Application and then click the "Activate subscription" (*Aktywuj subskrypcję*) option.
7. Clicking the button activating the paid subscription and making the payment is tantamount to the Service Recipient concluding a paid Agreement on the terms described in the variant selected in the Price List.
8. Where the Agreement is extended (on a paid basis), the Service Recipient retains all Service Recipient's Content as well as the information and data entered into their Account during the Trial Period.
9. The Service Provider states, and the Service Recipient acknowledges, that maintaining the conformity of the Service of using the Application with the Agreement for using the Application requires the installation of its updates.
10. The provisions of paragraphs 11–17 below apply only to Service Recipients who are Consumers or Entrepreneurs with Consumer Rights.
11. If the Service Recipient is not granted access to the Service immediately after the conclusion of the Agreement, the Service Recipient shall call upon the Service Provider to grant access to the Service without delay. The demand referred to in the preceding sentence may be sent by email to the address indicated in § 1(5)(1) of the Terms.
12. If the Service Provider does not grant the Service Recipient access to the Service immediately after receiving the demand referred to in paragraph 11 above, the Service Recipient may withdraw from the Agreement.
13. Irrespective of the provisions of paragraphs 11–12 above, the Service Recipient may terminate the Agreement by independently deleting their Account in the Application or by instructing the Service Provider to delete their Account, by sending the relevant information to the address indicated in § 1(5)(1) of the Terms.
14. Withdrawal from the Agreement or its termination by the Service Recipient, regardless of the grounds for such action, takes place by submitting a declaration of withdrawal from the Agreement or of its termination to the Service Provider.

15. If the Service Recipient breaches the provisions of the Terms and fails to remedy the breach despite receiving a demand to do so, the Service Provider may terminate the Agreement subject to a notice period of 7 (seven) days.
16. The Service Provider deletes the Account immediately after receiving the declaration or after the notice period expires.
17. The Service Recipient has the right to:
 1. download all of their data in JSON/CSV/XML format;
 2. transfer their data to a competing system;
 3. receive the full history of generated content.

§ 5. Fees and settlements

1. The prices of services in the Price List are expressed in PLN and are gross amounts, i.e. they include VAT.
2. Unless a specific provision of the Terms or individual arrangements with the Service Provider state otherwise, all payments due to the Service Provider shall be made by the Service Recipient using the payment systems made available within the Application.
3. In consideration of the provision of the Services, the Service Recipient is obliged to pay the Subscription Fee in the amounts indicated in the Price List. Changes to the prices indicated in the Price List are announced in the Application and do not constitute amendments to these Terms.
4. In the case of the payment referred to in paragraph 2, the date of payment is deemed to be the date on which the amount of the Subscription Fee due for the Service is credited to the Service Provider's bank account. Once the payment has been recorded within the payment systems, the Service Provider sends information about the granting of access to the Application, together with a VAT invoice, to the Service Recipient's email address.
5. The Subscription Fee is paid automatically, on a recurring monthly basis, in advance, on dates resulting from the date of conclusion of the Agreement.
6. Failure by the Service Recipient to pay the Subscription Fee will result in access to the functionalities of the Application being suspended until the Subscription Fee is credited to the Service Provider's bank account.

§ 6. Price List

1. The current Price List is available at: <https://www.aulaapp.pl>
2. The Price List may provide that a specified number of Services may be used by the Service Recipient free of charge.
3. The Service Provider may amend the Price List at any time.
4. An amendment to the Price List does not in any way affect the amount of the fees specified in Agreements concluded before the amendment to the Price List.

§ 7. Complaints – Consumers and Entrepreneurs with Consumer Rights

1. The provisions of this paragraph apply only to Consumers and Entrepreneurs with Consumer Rights.
2. The Service supplied to the Service Recipient by the Service Provider must be in conformity with the relevant Agreement throughout the period during which the Service is supplied.
3. The Service Provider is liable for any Non-conformity revealed during the period in which the Service is supplied.
4. If a Non-conformity is revealed, the Service Recipient may submit a complaint containing a demand to bring the Service into conformity with the Agreement for its supply.

5. A complaint is submitted by email to the address indicated in § 1(5)(1) of the Terms.
6. The complaint should contain:
 1. the Service Recipient's first name and surname;
 2. an email address;
 3. a description of the revealed Non-conformity;
 4. a demand to bring the Service into conformity with the Agreement for its supply.
7. The Service Provider may refuse to bring the Service into conformity with the Agreement for its supply if this is impossible or would require the Service Provider to incur excessive costs.
8. After examining the complaint, the Service Provider provides the Service Recipient with a response to the complaint in accordance with the OpenTerms framework.

§ 8. Complaints – Entrepreneurs

1. The provisions of this paragraph apply only to Entrepreneurs.
2. If a non-conformity of the Service with the Terms is revealed, the Service Recipient may submit a complaint.
3. A complaint is submitted in writing or by email to the address indicated in § 1(5)(1) of the Terms, no later than within 30 days of the date on which the non-conformity was revealed.
4. The complaint should contain:
 1. the name of the Service Recipient;
 2. an email address;
 3. a description of the revealed non-conformity of the Service with the Terms.
5. The Service Provider may refuse to bring the Service into conformity with the Terms if this is impossible or would require the Service Provider to incur excessive costs.
6. After examining the complaint, the Service Provider provides a response to the complaint.
7. The Service Provider provides a response to the complaint by email within 21 days of the date of its receipt.

§ 9. Right to withdraw from the Agreement

1. Pursuant to Article 27 et seq. of the Consumer Rights Act, the Service Recipient has the right to withdraw from the Agreement without giving any reason within 14 days of the date of its conclusion.
2. The Service Provider extends the right to withdraw from the Agreement to Entrepreneurs as well.
3. The right to withdraw from the Agreement is exercised by submitting an appropriate declaration.
4. The declaration of withdrawal from the Agreement may be submitted by the Service Recipient in any form.
5. If a declaration of withdrawal from the Agreement is submitted, the Service Provider shall immediately send the Service Recipient a confirmation of its receipt by email.
6. If the Service Recipient withdraws from the Agreement for the supply of the Service, the Service Provider will delete the Account immediately after receiving the declaration of withdrawal from the Agreement.

§ 10. Service Recipient's Content and Reviews

1. The Service Recipient may send the Service Provider Reviews concerning the services provided by the Service Provider.
2. A Review may be sent in any manner, including by email.
3. Sending a Review does not oblige the Service Provider to publish it.

4. A Review published by the Service Provider may be removed by it at any time.
5. It is prohibited to post Service Recipient's Content and Reviews that:
 1. contain untrue data, or are contrary to the law, the Terms or good practice;
 2. contain content serving to carry out activities prohibited by law, or inciting violence or hatred against, or insulting, any group of persons or any person;
 3. contain content that may infringe personal rights, copyright, image rights or other rights of third parties;
 4. contain advertising, promotional, political, religious or discriminatory content;
 5. contain content promoting activity competing with that of the Service Provider.
6. Any person using the Application (hereinafter: the "Reporting Party") is entitled to report Service Recipient's Content or a Review that may breach the Terms.
7. A report may be made in the following manner:
 1. by email to: kontakt@aulaapp.pl.
8. The report should contain the following information:
 1. a sufficiently substantiated explanation of the reasons why the given Service Recipient's Content or Review constitutes illegal content;
 2. a clear indication of the exact electronic location of the information, such as the exact URL or URLs, and, where applicable, additional information enabling the identification of the Service Recipient's Content or Review, according to its type and the functionality of the Application;
 3. the first name and surname or the name and email address of the Reporting Party, except for a report concerning information regarded as connected with one of the offences referred to in Articles 3–7 of Directive 2011/93/EU;
 4. a statement confirming the Reporting Party's good-faith belief that the information and allegations contained in the report are accurate and complete.
9. Upon receiving a report, the Service Provider sends the Reporting Party a confirmation of its receipt to the email address indicated by them.
10. Where a report does not contain the elements indicated in paragraph 8 above or contains errors, the Service Provider may ask the Reporting Party to supplement or correct the report within 14 days of receiving that request. If the Reporting Party fails to supplement or correct the report within the period indicated in the preceding sentence, the Service Provider may leave the report without examination.
11. The Service Provider verifies the reported Service Recipient's Content or Review within 14 days of receiving a complete and correct report. As part of the verification, the Service Provider will, if necessary, ask the Reporting Party to send any additional information or documents required. Until the report has been examined, the Service Provider may block the visibility of the Service Recipient's Content or Review.
12. After verifying the report, the Service Provider:
 1. removes Service Recipient's Content or a Review that breaches the Terms;
 2. restores Service Recipient's Content or a Review that does not breach the rules resulting from the Terms (if its visibility was blocked at the report verification stage),
13. stating the reasons for its decision.
14. Where Service Recipient's Content or a Review is removed, the Service Provider immediately notifies both the Reporting Party and the Service Recipient who published the removed Service Recipient's Content or Review, stating the reasons for its decision.
15. The statement of reasons for the Service Provider's decision includes:
 1. an indication of whether the decision entails the removal of the Service Recipient's Content/Review, the blocking of its visibility, its demotion, or the imposition of other measures referred to in the Terms in relation to that Review and, where applicable, the territorial scope of the decision and its period of validity;
 2. the facts and circumstances on the basis of which the decision was taken, including, where applicable, information as to whether the decision was taken on the basis of a

- report made by a Reporting Party or on the basis of voluntary own-initiative investigations carried out by the Service Provider and, where strictly necessary, the identity of the Reporting Party;
3. where applicable, information on the use of automated means in taking the decision, including information as to whether the decision was taken in respect of Service Recipient's Content/a Review detected or identified using automated tools;
 4. where the decision concerns potentially unlawful Service Recipient's Content/a Review, an indication of the legal or contractual basis on which the decision is based and explanations of the reasons why the given Review is considered unlawful content on that basis;
 5. clear and user-friendly information for the Service Recipient and the Reporting Party on the redress options available to them.
16. A Service Recipient whose Service Recipient's Content or Review has been removed, or a Reporting Party whose request to remove reported Service Recipient's Content/a Review has been refused by the Service Provider, may lodge an appeal against the Service Provider's decision.
17. An appeal may be lodged in the following manner:
1. by email – to: kontakt@aulaapp.pl;
 2. in writing, preferably by registered mail – to: Senatorska 27, 35-317 Rzeszów, Poland.
18. The appeal should contain:
1. the first name and surname or the name of the appellant;
 2. contact details (email address, correspondence address);
 3. detailed reasons why, in the appellant's view, the Service Provider's decision is incorrect and should be changed.
19. The Service Provider immediately confirms receipt of the appeal by sending a notification to the email address indicated by the appellant.
20. Appeals are examined within 14 days of the date of their receipt by an authorised team of the Service Provider (these activities will not be carried out in an automated manner, without human involvement).
21. The Service Provider notifies the appellant of the decision taken as a result of examining the appeal by email and, if it simultaneously considers the reported content to be unlawful content, takes the measures provided for in the Terms in respect of that content.
22. Sending Service Recipient's Content or a Review is tantamount to the Service Recipient declaring that they are its sole author. The Service Recipient bears full responsibility for the Service Recipient's Content/the content of the Review and for the consequences of its publication (including for infringements of personal rights and of the intellectual property rights of third parties).
23. Sending Service Recipient's Content/a Review is tantamount to the Service Recipient granting the Service Provider a free-of-charge, non-exclusive licence to use it without time or territorial limitations in the Service Provider's promotional materials (hereinafter: the "Licence").
24. The Licence entitles the Service Provider to modify a Review where this is necessary in order to disseminate it in a particular manner, without changing its essence and content.
25. The Licence authorises the Service Provider to grant sub-licences to use the Review to any third parties of its choice. The sub-licence referred to in the preceding sentence may be granted by the Service Provider for consideration or free of charge.

§ 11. Use of artificial intelligence (AI)

1. The Service Provider states that the Application uses:
 1. AI models supplied by OpenAI, including Whisper and generative models;

2. intended purpose: transcription of audio recordings, analysis of lesson content, generation of notes, exercises and mind maps, and personalisation of educational materials;
3. risk category under the AI Act: an AI system used in the education sector, which may qualify as a high-risk system.
2. The Service Recipient acknowledges that results generated by AI:
 1. may contain errors, inaccuracies or hallucinations;
 2. require human verification before use;
 3. do not constitute legal, medical, psychological or educational advice.
3. The Service Recipient undertakes to:
 1. verify all results of the use of AI before using them;
 2. not rely solely on generated content when making decisions;
 3. comply with the transparency requirements of the AI Act towards their own customers or end users.
4. Data entered into the Application may be:
 1. transferred to external AI providers such as OpenAI, vast.ai and OVHcloud;
 2. used to train models – NO.
5. The Service Provider is not liable for:
 1. business, educational or organisational decisions taken on the basis of AI results;
 2. infringements of intellectual property rights resulting from AI-generated content;
 3. damage arising from incorrect AI recommendations;
 4. errors, inaccuracies or incompleteness of automatically generated content.
6. AI-generated content is the property of the Service Recipient to the extent permitted by law, subject to the rights of the AI model providers. The Service Recipient acknowledges that AI content may not be protected by copyright and that similar content may be generated for other users – the Service Provider does not guarantee the uniqueness of results.
7. The Service Recipient undertakes to:
 1. verify that the content does not infringe the rights of third parties;
 2. label content as AI-generated where required by law.

§ 12. Liability and service level

1. The Service Provider undertakes to provide the Services with due diligence.
2. The Parties exclude the Service Provider's liability for lost profits of a Service Recipient who is an Entrepreneur.
3. The Service Provider does not guarantee any particular level of performance, effectiveness or usefulness of the Application in relation to the Service Recipient's specific needs and applications.
4. To the extent permitted by the provisions of the Civil Code and the Consumer Rights Act, the Service Provider is not liable towards the Service Recipient for the consequences of:
 1. Service Recipients using any services or functionalities available within the Application in a manner inconsistent with their intended purpose;
 2. Service Recipients providing incorrect or untrue data;
 3. the use of the credentials authorising access to the Account by third parties, where those persons obtained such data as a result of its disclosure by the Service Recipients or as a result of the Service Recipients' insufficient protection of that data against access by such persons.
5. To the extent permitted by the provisions of the Civil Code and the Consumer Rights Act, the Service Provider is not liable for disruptions to the functioning of the Application resulting from:

1. force majeure (which is also deemed to include the unavailability of the APIs of key external service providers or a prohibition on the use of specific AI models imposed by supervisory authorities);
 2. necessary maintenance work carried out in the Application;
 3. causes attributable to the Service Recipient;
 4. causes beyond the Service Provider's control, in particular the actions of third parties for whom the Service Provider is not responsible.
6. The Service Provider undertakes to carry out the work referred to in paragraph 5(2) above in the manner least burdensome for Service Recipients and, where possible, to inform them of planned work in advance.
 7. The Service Provider undertakes, where possible, to remove disruptions to the functioning of the Application on an ongoing basis.
 8. After the Agreement ends, the Service Provider:
 1. provides access to the data for 90 consecutive days;
 2. deletes the data after that period – at the Service Recipient's request, it may do so earlier.
 9. The Service Recipient may request:
 1. a full export before deletion;
 2. assisted migration (optionally subject to a fee).

§ 13. The Service Provider's intellectual property

1. All components of the Application, in particular:
 1. the name of the Application;
 2. the logo of the Application;
 3. photographs and descriptions;
 4. the operating principles of the Application, all of its graphic elements, the interface, the software, the source code and the databases
2. are protected by law under the provisions of the Act of 4 February 1994 on Copyright and Related Rights, the Act of 30 June 2000 – Industrial Property Law, the Act of 16 April 1993 on Combating Unfair Competition and other generally applicable laws, including European Union law.
3. Any use of the Service Provider's intellectual property without its prior, express consent and in breach of the Terms is prohibited.

§ 14. Out-of-court dispute resolution – Consumers and Entrepreneurs with Consumer Rights

1. The provisions of this paragraph apply only to Consumers and Entrepreneurs with Consumer Rights.
2. A Service Recipient who is a Consumer or an Entrepreneur with Consumer Rights has the option of using out-of-court methods of handling complaints and pursuing claims.
3. Detailed information on the possibility for the Service Recipient to use out-of-court methods of handling complaints and pursuing claims, and on the rules of access to those procedures, is available at the offices and on the websites of:
 1. district (municipal) consumer ombudsmen and social organisations whose statutory tasks include consumer protection;
 2. the Voivodeship Inspectorates of the Trade Inspection;

3. the Office of Competition and Consumer Protection (UOKiK).

§ 15. Personal data

Information on the processing of personal data by the Service Provider is set out in the Privacy Policy available at: <https://www.aulaapp.pl>

§ 16. Changes to the Service – Consumers and Entrepreneurs with Consumer Rights

1. The provisions of this paragraph apply only to Consumers and Entrepreneurs with Consumer Rights.
2. The Service Provider may change the Service in the event of:
 1. the need to adapt the Service to newly emerging devices or software used by Users to access the Service;
 2. a decision by the Service Provider to improve the Service by adding new functionalities or modifying existing ones;
 3. a legal obligation to make changes, including the obligation to adapt the Service to the current state of the law.
3. A change to the Service may not involve any costs on the part of the Service Recipient.
4. The Service Provider informs the Service Recipient of a change made to the Service by placing a message about the changes in the Account. Irrespective of the above, information about the change made may be sent to Service Recipients by email.
5. If a change to the Service will materially and adversely affect access to the Service, the Service Provider is obliged to inform the Service Recipient of:
 1. the characteristics and the date of the change; and
 2. the Service Recipient's right to terminate the Agreement with immediate effect within 30 (thirty) days of the change being made.
6. The Service Provider sends the information referred to in paragraph 5 above to the Service Recipient by email no later than 7 (seven) days before the change is made.
7. Termination of the Agreement by the Service Recipient pursuant to paragraph 5(2) above takes place by submitting a declaration of termination of the Agreement to the Service Provider. The declaration may be sent by email to the address indicated in § 1(5)(1) of the Terms.
8. Termination of the Agreement for the supply of the Services pursuant to paragraph 5(2) above produces the same effects as those provided for in § 7 of the Terms in the case of withdrawal from the Agreement due to the occurrence of a Non-conformity.

§ 17. Amendments to the Terms

1. The Service Provider may amend the Terms, among others, in the event of:
 1. a change in the scope of the Service Provider's business activity;
 2. the Service Provider beginning to supply new services, modifying services supplied to date, or ceasing to supply them;
 3. technical modifications to the Application requiring the provisions of the Terms to be adapted to them;

4. a legal obligation to make changes, including the obligation to adapt the Terms to the current state of the law.
2. The Service Recipient will be informed of an amendment to the Terms by the publication of the amended version in the Application. Irrespective of the above, the amended version of the Terms will be sent to the Service Recipient by email.
3. Agreements concluded before an amendment to the Terms are governed by the provisions of the Terms in force at that time.
4. A User who does not agree to an amendment to the Terms may terminate the Agreement with immediate effect within 10 (ten) days of the date of receiving the information about the amendment to the Terms. Failure to terminate is deemed to constitute consent to the amendment to the Terms.
5. Termination of the Agreement takes place by the User submitting a declaration of termination of that Agreement to the Service Provider. The declaration may be sent by email to the address indicated in § 1(5)(1) of the Terms.
6. Immediately after receiving the declaration referred to in paragraph 5 above, the Service Provider deletes the Account.

§ 18. Final provisions

1. The current version of the Terms is in force as of 22 May 2026.
2. The Terms are governed by Polish law. All disputes arising under these Terms will be resolved by amicable negotiation and, if no agreement is reached, before the common court having jurisdiction under generally applicable law.
3. Matters not regulated in the Terms are governed by the provisions of generally applicable Polish law.