

**Terms and conditions for the provision of electronic services
on the HRcode website**

1. Definitions

Demo	Trial versions of Products.
Account	A collection of resources and settings created for the Service Recipient as part of the Demo.
Consumer	A natural person using the Product Information Sharing Service in a manner not directly related to their business or professional activity, or a natural person entering into a contract directly related to their business activity, where the content of the contract indicates that it is not of a professional nature for that person, resulting in particular from the subject of their business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity.
Products	Service Provider's Products: <ol style="list-style-type: none"> 1. E-learning platform, 2. Training management system, 3. Knowledge base for companies, 4. Onboarding platform, 5. 360 Feedback system, 6. Periodic assessment system, 7. Pulse Check survey, 8. Management by objectives system.
Privacy Policy	Website Privacy Policy.
Terms and Conditions	These terms and conditions.
Service	https://hrcode.io/en/
Demo Agreement	Agreement for the provision of Demo access services.
Services	Services provided electronically by the Service Provider to Service Recipients based on the Terms and Conditions, consisting in providing access to the Website's functionality: <ol style="list-style-type: none"> 1. Demo access service, 2. Product information access services.
Product Information Sharing Service	The contact form service (including "contact") available on the Website, enabling Service Users to contact and ask questions about the Services, and the Service Provider to respond to these questions, respectively, to the Service User's specified email address or phone number, or via video presentation using the Microsoft Teams platform.
Demo access services	The Demo service, including the provision of information about the Products and verification of the Customer's opinion about the Product after the end of the Demo access period.
Service recipient	A person using the Services.
Service provider	Smart Education International Sp. z o. o. with its registered office in Lublin at ul. Świdniku, VI Commercial Division, under KRS number 0000344241, NIP: 5213549729, REGON: 14216327800000, share capital: PLN 50,000, e-mail address: info@smarteducation.pl, tel. 22 854 20 60.

2. General provisions

- 2.1. The regulations specify:
 - 2.1.1. types and scope of Services,
 - 2.1.2. types and scope of Services,
 - 2.1.3. prohibition on the Service Recipient from providing illegal content,
 - 2.1.4. terms and conditions for concluding and terminating contracts,
 - 2.1.5. complaint procedure.
- 2.2. The Service Provider shall make the Terms and Conditions available to Service Users free of charge prior to the conclusion of the contract for the provision of Services. The Service User shall not be bound by those provisions of the Terms and Conditions which have not been made available in the manner described above.
- 2.3. The Service Provider provides Services in accordance with the Terms and Conditions.
- 2.4. The Service Recipient is obliged to comply with the provisions of the Regulations.
- 2.5. The Service Recipient undertakes to comply with the Terms and Conditions through their actions – by sending an inquiry via the contact form on the Website or through a separate statement submitted to the Service Provider.
- 2.6. The Service Provider does not provide Demo Services to Consumers. If a Consumer is interested in a Demo, the Consumer is entitled to contact the Service Provider individually and conclude a separate agreement with the Service Provider, to which the Terms and Conditions do not apply.
- 2.7. The paid provision of services related to the availability of Products, their implementation, customization, and development is based on a separate agreement concluded between the Service Provider and the Service Recipient, to which the Terms and Conditions do not apply.
- 2.8. The Service Recipient may contact the Service Provider in the following ways:
 - 2.8.1. by email: info@smarteducation.pl,
 - 2.8.2. by mail to the following address: “SMART EDUCATION INTERNATIONAL” LLC with its registered office in Lublin, ul. Wojciechowska 7E, 20-704 Lublin.

3. Product Information Sharing Service

- 3.1. The agreement for the provision of Product information services is concluded when the Service Recipient completes the appropriate contact form and sends a request to the Service Provider.
- 3.2. The service of providing information about Products is performed: immediately, no later than within 30 calendar days in response to a request from the contact form.
- 3.3. No fees are charged or collected for the provision of the Product Information Service.

4. Demo sharing service

- 4.1. Under the Demo Agreement:
 - 4.1.1. The Service Provider undertakes to:
 - 4.1.1.1. share the demo and
 - 4.1.1.2. provide information about the Products for a period of 14 days from the date of providing the data enabling access to the Demo,
 - 4.1.2. verify the Service User's opinions about the Products,
 - 4.1.3. provide information about the Products, - after the end of the Demo access period, and
 - 4.1.4. The Service Recipient agrees to provide personal data for the Service Provider's marketing purposes and to present the Service Recipient's opinion on the Products after the Demo access period.
- 4.2. No fees are charged or collected for the provision of the Demo Service.

- 4.3. In order to conclude a Demo Agreement, the Service Recipient should fill in the appropriate contact form available on the Website or express such a request in further correspondence between the Parties.
- 4.4. After verifying the Customer's data or making any further arrangements between the Parties, the Service Provider creates a Demo Account for the Customer on the Website and sends the Customer an ID and password enabling access to the Demo to the email address provided by the Customer, along with other data necessary to log in to the Account.
- 4.5. The Demo Agreement is concluded upon receipt of access data to the Demo from the Service Provider.
- 4.6. The Service Provider is entitled to:
- 4.6.1. after prior verification of the data from the contact form to refuse to conclude a Demo Agreement,
 - 4.6.2. the right to choose to grant access to a given Demo module.
- 4.7. The Demo Agreement covers the use of the Demo:
- 4.7.1. for the purposes of testing the Product,
 - 4.7.2. in accordance with its intended use Product,
 - 4.7.3. without using the Product for commercial purposes.
- 4.8. The Service Provider declares that it has full rights to use the materials, including works within the meaning of the Act of February 4, 1994, on copyright and related rights, which are available in the Demo, with the exception of the Service Recipient's materials.
- 4.9. The Service Provider does not transfer to the Service Recipient any licenses or rights that would authorize the Service Recipient to sell and receive financial benefits from the results of the Service provision.
- 4.10. The Service Recipient is not entitled to:
- 4.10.1. printing and copying the content contained in the Demo,
 - 4.10.2. share the Demo and the content contained in the Demo on or through any public or external distributed network,
 - 4.10.3. dissemination, including renting, lending, selling, distributing the Demo and the content contained in the Demo,
 - 4.10.4. combining, adapting, rearranging, or making any other changes or modifications to, or translating the Demo and the content contained in the Demo,
 - 4.10.5. using the Demo and the content contained in the Demo as their own created by the Service Recipient,
 - 4.10.6. creating works within the meaning of copyright law based on the Demo and the content contained in the Demo,
 - 4.10.7. use of the Demo and the content contained in the Demo for personal purposes (including family purposes).
- 4.11. The provisions referred to in section 4.10 above do not apply to the Customer's materials.
- 4.12. The Service Recipient declares that at the time of placing the Service Recipient's materials in the Demo, the Service Recipient will have full rights (including, in particular, economic copyrights or a license in a given field of exploitation) to use the materials that will be published in the Demo and ensures that it will not infringe the rights of third parties to these materials.
- 4.13. The Service Provider obtains the right to access and use the Service Recipient's materials for the purpose and to the extent necessary for the proper performance of the Agreement or the Demo Agreement. Upon posting any materials in the Product (including in the Service Recipient's own zone), the Service Recipient grants the Service Provider a non-exclusive, royalty-free license to use these materials for the duration of the Demo Agreement, to the extent necessary for its performance, in the following fields of exploitation known at the time of granting the license in the scope of recording and reproduction of the work – production of copies of the work using a specific technique.

4.14. After termination or 14 days from the date of making the Demo available, the Service Provider shall permanently delete the Service Recipient's materials.

4.15. The Moodle software included in the Demo for the Service Recipient's needs, as free software, is subject to the terms of the GNU General Public License published by the Free Software Foundation.

4.16. The H5P training material creation tool (course creator) is a separate product developed by JOUBEL AS and is covered by the Creative Commons Attribution 4.0 International (CC-BY) open source license for content on h5p.org. The H5P code is made available under the GPL license. The use of H5P is not subject to the Service Provider's sublicense. The Service Provider recommends using H5P as part of the Demo, encouraging the distribution and use of H5P.

5. Technical requirements

5.1. In order to use the Services, the Customer should obtain access to a computer workstation or terminal device enabling the use of the Services at their own expense.

5.2. The Service Provider shall not cover any additional costs related to compliance with technical requirements, including the acquisition of appropriate hardware and software, and the acquisition, maintenance, and payment for an appropriate connection.

5.3. The technical requirements necessary for cooperation with the ICT system used by the Service Recipient are as follows:

5.3.1. equipped with Windows operating system version 7/8.1/10 x32/x64, or Ubuntu, or Debian, or OS X,

5.3.2. equipped with a web browser such as Firefox 24, Chrome 24, Opera 12, Internet Explorer 8.0, or a newer version, equipped with Adobe Flash Player and QuickTime Player software,

5.3.3. with sufficient Internet access to support multimedia content,

5.3.4. with at least 512 MB of RAM,

5.3.5. with a processor with a performance of at least 1GHz, 5.3.6. with a graphics card with at least 512MB of memory.

5.4. The Service Provider informs that the use of services provided electronically involves risks. The main risks of using services provided electronically include, among others, the risk of damage caused by malware, social engineering attacks, and hacking. The Service Provider recommends that the Service Recipient equip the computer used to connect to the Internet with antivirus software and keep it constantly updated.

6. Rights and obligations of the Service Provider and the Service Recipient

6.1. The Service Provider is entitled to:

6.1.1. sending technical, legal, and transactional messages related to the functioning of the Services to the email addresses of Service Users,

6.1.2. refusal to provide Services if the Customer provides an incorrect, false, or temporary email address.

6.2. Service users are required to refrain from:

6.2.1. publishing and sending content that is offensive, unlawful, or infringes on the legally protected personal rights of third parties,

6.2.2. using the Services to publish advertisements for goods and services and any information of a commercial nature,

6.2.3. taking any action that may hinder or disrupt the functioning of the Demo,

6.2.4. using the Demo in a manner that is disruptive to other Service Users, 6.2.5.

using the Services in a manner contrary to the law, good manners,

6.2.6. violating the personal rights of third parties or the legitimate interests of the Service Provider.

6.3. The Service Provider shall be entitled, after a prior unsuccessful request to the Service Recipient to cease the infringements, to:

6.3.1. deletion of the Service User's Account,

6.3.2. block access to the resources of Service Users who do not comply with the Terms and Conditions, including in particular point 6.2 above.

6.3.3. remove from the Demo any content made available by Service Users via the Services that is inconsistent with the Terms and Conditions, including in particular section 6.2 above.

6.4. The Service Recipient is obliged to cooperate with the Service Provider.

7. Responsibility

7.1. The Service Provider and the Service Recipient shall be obliged to repair any damage suffered by the other party as a result of their failure to perform or improper performance of their obligations under the Terms and Conditions, unless such failure or improper performance was the result of circumstances for which the party is not responsible.

7.2. The Service Provider shall not be liable to the Service Recipient for any tortious acts.

7.3. The Service Provider shall not be liable to the Service Recipient who violates the Terms and Conditions for any damages resulting from the discontinuation of the Services, including as a result of the deletion of the Account of the Service Recipient who violates the Terms and Conditions.

7.4. Furthermore, the Service Provider shall not be liable for:

7.4.1. for any damage caused to third parties as a result of the Service Users using the Services in a manner contrary to the Terms and Conditions or the law,

7.4.2. for content made available by Service Users via the Services, which content violates the law or legally protected rights of third parties, 7.4.3. for the loss of data by the Service User caused by external factors (e.g., equipment failure) or other circumstances beyond the Service Provider's control (actions of third parties),

7.4.4. for damages resulting from the lack of continuity in the provision of Services, resulting from circumstances for which the Service Provider is not responsible (force majeure, actions and omissions of third parties, including the Payment Service Provider, etc.),

7.4.5. in the event that Service Users provide false or incomplete data or information,

7.4.6. in the event of non-compliance with the Terms and Conditions by Service Users,

7.4.7. in the event of technical failure,

7.4.8. for damages resulting from inaccuracies or omissions in the content provided as part of the Services, except for damages caused intentionally.

8. Termination of the Agreement and deletion of the Account

8.1. The Service Recipient may terminate the Demo Agreement at any time – without giving any reason and with immediate effect – including by ceasing to use the Demo.

8.2. The agreement for the provision of Product information services shall terminate upon completion of correspondence between the Parties regarding the Product.

8.3. The Demo Agreement shall terminate upon fulfillment of the Parties' obligations.

8.4. The Service Provider has the right to delete the Account or terminate the Demo Agreement – after a prior unsuccessful request to cease the violations – in the following cases:

8.4.1. violations of the Terms and Conditions by the Service Recipient,

8.4.2. posting content by the Service User that is inconsistent with applicable law,

8.4.3. use of the Service by the Service Recipient contrary to its intended purpose,

8.4.4. deletion by the Service User of the email address used to create the Account,

8.4.5. the Service Provider receiving repeated messages about the Service Recipient's email inbox being full, preventing further provision of the Services.

8.5. The Service Provider is entitled to refuse to provide Services to the Service Recipient, including deleting the Account, if it was created again after the Account was deleted due to a violation of the Terms and Conditions.

9. Protection of personal data

9.1. Details regarding the processing of personal data, the use of cookies, and other storage solutions can be found in the Privacy Policy.

10. Complaints

10.1. Complaints may be submitted to the Service Provider in the manner specified in section 2.7 of the Terms and Conditions.

10.2. The complaint should include:

10.2.1. the name or, respectively, the first and last name of the person submitting the complaint, 10.2.2. the address of the registered office or, respectively, the place of residence and e-mail address of the person submitting the complaint,

10.2.3. subject of the complaint,

10.2.4. substantive and formal justification of the complaint,

10.2.5. the Service Recipient's expectations towards the Service Provider.

10.3. Complaints will be considered no later than within 14 days from the moment the Service Provider receives the complaint. If the complaint does not contain all the required information specified in point 10.2 above, the Service Provider will give the complainant 7 days to submit a correct complaint.

10.4. The Service Provider shall send its response to the complaint by e-mail or in writing.

11. Consumer Rights - Product Information Service

11.1. The consumer is entitled to withdraw from the contract for the provision of the Product Information Service at any time without giving any reason and without incurring any costs, by submitting a statement of withdrawal from the contract to the Service Provider at the address indicated in section 2.7 of the Terms and Conditions.

11.2. Model statement of withdrawal from the Agreement:

11.2.1. Addressee: Smart Education International Sp. z o. o. with its registered office in Lublin at ul. Produktach;

11.2.2. [-] I hereby inform you of my withdrawal from the Agreement on the provision of information about Products.

11.2.3. Date of conclusion of the agreement;

11.2.4. Consumer's first and last name;

11.2.5. Consumer's address;

11.2.6. Consumer's signature (only if the form is sent in paper form);

11.2.7. Date.

11.3. The consumer is entitled to:

11.3.1. refer the dispute arising from the Agreement to a permanent consumer arbitration court operating at the Trade Inspection Authority for resolution,

11.3.2. submitting a request to the provincial inspector of the Trade Inspection Authority to initiate mediation proceedings for the amicable resolution of the dispute between the Consumer and the Service Provider;

11.3.3. obtain free assistance in resolving a dispute between the Consumer and the Service Provider, also using the free assistance of the district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (e.g., the Consumer Federation, the Association of Polish Consumers).

11.4. Detailed information on the possibility for Consumers to use extrajudicial means of dealing with complaints and pursuing claims, as well as the rules for accessing these procedures, is available at the offices and on the websites of district (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Provincial Trade Inspection Inspectorates, and at the following websites: <https://www.uokik.gov.pl>.

12. Final provisions

12.1. The regulations come into force on July 19, 2024.

12.2. The Service Provider has the right to unilaterally amend the Terms and Conditions if the amendments introduced by the Service Provider to the Terms and Conditions concern organizational changes, changes resulting from amendments or the introduction of new legal regulations, technical, technological, and organizational changes in the process of providing the Service, or changes beneficial to the Service Recipient, or the issuance by public administration bodies, including in particular the President of the Office of Competition and Consumer Protection, decisions, recommendations, obligations, or acts of a similar nature to the extent that the above-mentioned administrative acts modify the content of the Terms and Conditions or impose on the Service Provider an obligation to modify that content in a specific manner.

12.3. In cases other than those specified in section 12.2 above, the Service User may refuse to accept changes to the Terms of Service by requesting the deletion of their Account.

12.4. In the absence of a request referred to in section 12.3 above or termination, it shall be assumed that the Customer has accepted the new Terms and Conditions.

12.5. The new wording of the Terms and Conditions shall apply from the date of its publication on the Service Provider's servers, and the Service Provider shall inform the Service Recipient of the content of the planned amendment to the Terms and Conditions, including through the uniform content of the Terms and Conditions after the amendments.

12.6. The content of the Terms and Conditions may be recorded by printing, saving on a storage device, or downloading at any time from the website where the Terms and Conditions are available.

12.7. The Terms and Conditions, including the agreements referred to in the Terms and Conditions, are subject to Polish law.

12.8. In matters not covered by these Terms and Conditions, the provisions of the Act on the provision of electronic services, the Civil Code, the Act on copyright and related rights, and other mandatory provisions of law shall apply.