

Terms

TERMS AND CONDITIONS OF PROVIDING SERVICES

Thank you for your interest in our services. Please read these terms and conditions of providing services ("Terms of Service") and Privacy Policy carefully before using the BeeSpeaker mobile application as they govern your use of our services.

BY DOWNLOADING, INSTALLING OR USING THE APPLICATION (AS DEFINED IN SECTION 1 BELOW), YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE. YOU FURTHER AGREE TO OUR PRIVACY POLICY (AVAILABLE AT THE FOLLOWING LINK <https://beespeaker.pl/en/terms/>, WHICH TOGETHER WITH THESE TERMS OF SERVICE FORM THE AGREEMENT BETWEEN YOU AND US. IF YOU DO NOT ACCEPT THESE TERMS OF SERVICE OR THE PRIVACY POLICY, YOU MAY NOT USE THE APPLICATION.

1. Definitions

Each time any of the following capitalized terms is used in this document, it shall have the following meaning:

1. **The Controller** – BeeSpeaker AB with registered office in Stockholm at the following address: Björngårdsgatan 14B, 118 52 Stockholm, entered in the register The Swedish Companies Registration Office kept by Statistics Sweden, entry number 559363-5112, e-mail: helpdesk@beespeaker.com.
2. **Application** – BeeSpeaker mobile application for learning foreign languages, available for free download from the AppStore and Google Play store.
3. **Personal data** – information about a natural person identified or identifiable by one or more specific factors determining the physical, physiological, genetic, mental, economic, cultural, or social identity, including image, voice recording, contact details, location data, the information contained in correspondence, information collected through recording equipment or other similar technology.
4. **Consumer** – a natural person using the Services in a manner not related to his/her business or professional activity.
5. **Account** – User's account in the Application.
6. **Premium Account** – an account enabling access to the Application functionalities described in chapter 6 below.
7. **Advertiser** – a third party offering its products or services through the Application.
8. **Agreement** – these Terms of Service, which among other things include the license Agreement applicable to the User together with the Privacy Policy.

9. **Privacy Policy** – a document containing information on the Controller's privacy policy as well as principles on personal data processing by the Controller, published separately under the following link <https://beespeaker.pl/en/terms/>.
10. **Services** – any services offered by the Controller and concerning the Application.
11. **User** – any natural person visiting the Website, having an account in the Application, or using one or more services or functionalities described in the Privacy Policy and the rules for processing personal data.
12. **Premium User** – a User who has access to a Premium Account.

2. Acceptance of Terms of Service and Privacy Policy

1. By downloading, installing or using the Application, the User declares that has read, understood and accepted the Agreement. If the User does not agree to the Agreement, (s)he must not use the Application.
2. The User represents and warrants that is at least 16 years old and that is competent to understand and accept the Agreement. The use of the Application by individuals below the age of 16 requires the consent and supervision of a legal guardian.
3. The headings used in the Agreement are for convenience only and do not limit in any way any provision of the Agreement.
4. The User agrees that the Services are only licensed to him/her and not sold or otherwise transferred. The User is granted a non-transferable, non-exclusive license to use the Services subject to any restrictions imposed by the Agreement and applicable law. The Controller retains all rights to the Services not expressly granted to the User.
5. The Controller reserves the right to conduct contests and lotteries under the terms of separate regulations.
6. The User may at any time, without incurring any fees, familiarize with the Terms of Service and the Privacy Policy available in the AppStore (for iOS) and Google Play (for Android) stores, directly in the Application and on the relevant websites of the Controller. The Terms of Service and the Privacy Policy may also be downloaded and printed free of charge.
7. The Terms of Service and Privacy Policy do not apply to the lecturers.

3. Terms of use of the Services

1. The Application may be used free of charge by all persons who are at least 16 years of age, residing in the territory of Poland, and having at least limited legal capacity. The use of the Application by individuals below the age of 16 requires the consent and supervision of a legal guardian.
2. To use the Application the following technical conditions must be met:

1. access to a broadband Internet connection.
 2. use of a mobile electronic device (smartphone or tablet).
 3. use of the iOS (version 12.1 or higher) or Android (version 8.0 or higher) operating system,
3. The use of certain Application functions, i.e., logging in to the Application without a separate Account registration performed exclusively within the Application, requires the fulfilment of the following additional technical conditions:
 1. having an active Facebook account.
 2. having an active Google account.
4. The User agrees to use the Application in accordance with the Agreement and the applicable legal regulations.
5. Use of the Application in its basic version is free of charge, however, it may be associated with Internet connection or data transfer costs. The Controller shall not be a beneficiary of any of these fees and shall not be held liable for their legitimacy or for the quality of the services offered by third parties – to the extent permitted by mandatory provisions of law.
6. To meet the requirements of the Act of 18 July 2002 on electronic services, the Controller informs that the use of services provided electronically via the Internet is associated with risk. The main risk is the possibility of the User's computer system being infected by so-called viruses, worms, and trojan horses. To avoid such risks, it is recommended that the User, when using the Internet, installs antivirus software on his/her device and regularly updates all applications in his/her device from the websites of the applications' manufacturers.

4. Provision of Services

1. The Services shall be provided in accordance with the Agreement and applicable law.
2. The Services are provided in the Polish language, on the territory of Poland. The Controller reserves the right to expand the scope of the Services provided to include additional languages and territories. Due to the functionality and purpose of the Application, the materials contained therein and offered to Users as part of the Services are provided mainly in the English language.
3. The Controller shall make every effort to ensure that the Services are always available and in the highest possible quality; however, the Controller's liability for interruptions in the provision of the Services or for defects in the Services is excluded to the extent permitted by mandatory provisions of law and without prejudice to the rights granted to consumers under mandatory provisions of law.

4. The Application may contain advertisements of the Controller's or Advertiser's services.
5. The main functionality of the Application is to enable the Users to improve their language skills by taking lessons presented to them in the Application. After creating an Account, each User has access to at least 10 free lessons, while access to a wider scope of the Service requires purchase of a Premium Account subscription. The lessons are prepared by lecturers, including lecturers who speak a foreign language as their mother tongue. The Application has a functionality of checking the User's pronunciation of certain words and sentences within the tasks.
6. The main functionality of the Application is the ability for Users to send samples of spoken sentences and words in a foreign language in order to verify their correct pronunciation, which involves the processing of personal data in the form of a voice, which, however, is not a biometric data, as it would be necessary to process it using special technical methods, which are not used by the Administrator. Without sending voice samples to the Application, it will not be possible to complete any lesson, hence the legal basis is Art. 6 sec. 1 point b) GDPR. Recordings of voice samples and the transcripts made from them will be located only on our servers located in Poland. At the same time, the Administrator indicates that the stored voice samples will serve to improve the operation of the Application and the development of its programming engine and will not be used for any other purpose, especially commercial; they will also not be transferred to third parties, subject to chapter 5 – Data Recipients in the Privacy Policy.
7. The functionality listed in points 4.5-4.6 above is dependent on the access to broadband Internet connection. If the User decides to turn off the access to the Internet connection in his/her electronic device, the Services will not be functional, and the User will receive a message about the need to log in or an error message.
8. The Application may include functionality to automatically check for updates to the Application. Unless the settings of the User's electronic device and the software the User uses to access the Application prohibit the transmission of updates, the Controller may provide the User with notifications that such updates are available, and the Application may automatically download and install such updates on User's electronic device. Any updates to the Application will be provided subject to the terms of the Agreement.
9. The Controller shall be entitled to offer the Users participation in programs aimed at encouraging new users to use the Application. Such programs will be organized based on separate regulations and may be modified, cancelled or discontinued by the Controller without prior notice to the Users, to the extent that mandatory provisions of law do not require corresponding notice to the User.
10. The User may receive certain information within the Application (such as update notifications, alerts, or reminders about the progress in the fulfilment of

the periodic learning objectives personalized by the User, reminders about lessons scheduled to be completed by the Users, and marketing content concerning the services or products offered by the Controller).

11. The Controller reserves the right to interfere with the technical structure of the User's Account to diagnose irregularities in the functioning of the Services and may also make changes and in any other manner affect the technical structure of the Account to modify it or restore the proper functioning of the Account itself or the Application.
12. The Controller reserves the right to shut down the Application temporarily in whole or in part for the purpose of its improvement, modification, or maintenance, after having given the Users at least 24 hours' prior notice, or if the security of the Application and the data (including personal data) processed in it or in connection with its operation has been compromised by the actions of unauthorized persons. In the latter case the Controller shall be entitled to shut down the Application immediately but temporarily. Hacking attacks or unforeseeable failures are considered to be force majeure within the meaning of the law.
13. The Controller reserves the right to publish queries sent by the Users to the Controller on an anonymous basis concerning the functioning of the Application and the advice given back to the Users (under FAQ – Frequently Asked Questions).
14. The Controller reserves the right to use the Application to conduct commercial, advertising and marketing activities among the Users. Such content may be added automatically.
15. The Services provided within the Application are entirely digital and do not include any human-provided, real-time or individualized services, such as live lessons, consultations, or personalized linguistic support. All materials featuring lecturers are pre-recorded and do not constitute human-driven services performed directly for the User.

5. User registration

1. User registration and Account creation are necessary to use the Services.
2. User registration takes place via the registration form available within the Application. The registration form requires the provision of the following data:
 1. the User's e-mail address.
 2. the User's first name or name (login).
 3. the Account password.
3. The User may also create his Account by:
 1. link it to his/her Facebook account, thereby providing the Controller with information about the User's public profile on Facebook (User id, name, first name, surname, link to the profile, Username, hometown, location that the User has entered in the profile, biography

[description], gender, relationship status, time zone, language, information whether the User is verified, time of the last update of the profile, User type).

2. associating it with his/her Google account and thus providing the Controller with information regarding the User's profile within Google account (User id, User server id [where it is stored], date of account creation and expiration, name, first name, last name, e-mail, language).
4. Use of the Services requires confirmation of a valid e-mail address by clicking the activation link.
5. The User acknowledges and consents that if the Account is linked to the User's account on Facebook or Google, the information available to the User's account on the above-mentioned portals shall be available to the Controller in accordance with the User's chosen privacy settings for the User's account on these portals, and the User declares that he/she is aware of the scope of information sent to the Controller by Facebook and Google in the event of a link between the Account and accounts on these sites (in particular the information indicated in section 5 point 3).
6. The User may only change his or her name within the Account settings, however, logging in with his or her Facebook account or Google account results in the User's name disclosed on these websites being passed on to the Controller. A change made by the User cannot violate the provisions of the Agreement.
7. The Controller reserves the right to change the details of the registration process at any time.
8. The User declares that all data provided during the registration process is true and accurate. If the User creates an Account using Facebook account or Google account, (s)he declares that (s)he is the owner of the Facebook account used to register for the Application or of the Google account and that provided information required to create the Account is true and accurate. The User agrees to update the information provided during the registration process, if any as soon as such information changes. The User acknowledges that the Application, Facebook, and Google account are completely independent of each other and that the Controller is not responsible for the proper functioning of Facebook and Google, just as the owners of Facebook and Google are not responsible for the proper functioning of the Application.
9. The User is responsible for protecting the password used to create the Account from unauthorized access and may suffer negative consequences if the password is disclosed to third parties, for which the Controller shall not be responsible.
10. The User can at any time send the Controller a request to delete his Account, which will be equivalent to resignation from the further provision of Services by the Controller. The Account shall be deleted by the Controller immediately, no later than within 14 days of receiving the User's request. The demand to delete the Account may be sent by the User by e-mail from the e-mail address

associated with the Account to the e-mail address of the Controller indicated in section 1 point 1 of the Terms of Service or by a personally signed registered letter sent to the address of the Controller indicated in section 1 point 1 of these Terms, indicating the e-mail address to which the User Account is connected. The request to delete the Account may be made through the Application by selecting the appropriate option in the Application settings menu. Upon confirmation of the request to remove the Application, the User shall be redirected to the main page of the Application.

11. The User may have only one Account in the Application at a time. The User Account cannot be transferred to another User or made available to third parties.
12. After registering in the Application or logging in by means of a Facebook or Google account, the Controller shall automatically send to the User's e-mail address assigned to the Account a confirmation of the setting up of the Account together with the Terms of Service and the Controller's Privacy Policy.
13. Subject to section 6 point 7 below, the User who is a Consumer shall have the right to withdraw from the Agreement within 14 days from the date of creating an Account (registering in the Application or logging in thereto using a Facebook or Google account). However, if the User starts using the Application (i.e., starts the lessons) before the deadline for withdrawal from the Agreement, it shall be deemed that the User has requested the provision of the Services before the deadline for withdrawal from the Agreement and loses the right to withdraw from the Agreement, within the meaning of Article 38 point 13 of the Consumer Rights Act of 30 May 2014.
14. The User shall be obliged to send a declaration of withdrawal from the Agreement electronically to the e-mail address of the Controller indicated in section 1 point 1 of the Terms of Service (using the e-mail message sent from the mailbox associated with the Account) or by registered mail to the address of the Controller indicated in section 1 point 1 of the Terms of Service.
15. An electronic declaration of withdrawal from the Agreement shall include the User's first and last name, the date of conclusion of the Agreement (Account creation) and a declaration stating "I hereby withdraw from the agreement on using the BeeSpeaker Application pursuant to Article 27 of the Consumer Rights Act" or an equivalent.
16. A declaration of withdrawal from the Agreement made by registered mail shall, in addition to the information specified in section 5 point 17 above, include the date of submission of the statement, the mailing address and the User's handwritten signature. Sending the statement before its expiry shall be sufficient to meet the deadline.
17. When making a declaration on withdrawal from the Agreement, the User may use the formula contained in appendix 2 to the Act on Consumer Rights available at <http://prawo.sejm.gov.pl/isap.nsf/DocDetails.xsp?id=WDU20140000827>.

18. Deleting the Application from the User's device does not cause the deletion of the Account. Reinstallation of the Application shall only allow access to lessons that have been previously completed in full.

6. The Premium Account and payment

A. Mobile payments (App Store and Google Play)

1. The User has the possibility to purchase the Premium Account subscription. The pricelist of Premium Account subscription can be found in the Application.
2. The Premium Account subscription is available in different time options: three-month, or one-year. The Controller may modify the above-mentioned periods of time at any time, without prejudice to the Users who purchased the Premium Account subscription before this change.
3. The Premium Account shall enable the Premium User unlimited access to the materials stored in the Application, i.e., lessons with the participation of lecturers and persons speaking English as the native language, but only for the duration of the Premium Account subscription.
4. Purchase of access to a Premium Account is possible by purchasing one of the packages offered within the Application (differing in base price and validity period). The purchase takes place via the AppStore (<https://developer.apple.com/in-app-purchase/>) or Google Play (<https://developer.android.com/google/play/billing>) in accordance with the purchase conditions offered by these stores.
5. Prior to making a purchase, the User may use a discount code provided by the Controller, which reduces the package price by a specified amount or a certain percentage of the base package price. The discount codes are made available by the Controller, who determines the method of code distribution, the offered discount amount or percentage, and the code expiration date.
6. Refunds of payments are possible only in situations indicated in the agreement concluded during the use of Google Pay and Apple Pay.
7. The Controller shall not process any bank details, including bank account number or credit/debit card used by the User to purchase access to Premium Account, receiving only the confirmation of payment for the individual purchase generated by the User in the AppStore or Google Play.
8. With respect for the rights and obligations of consumers applicable in the territory of the Republic of Poland, in the case of commencement of use of the Premium Account (i.e., commencement of the next lesson after use of the pool of free lessons) after payment for the Premium

Account by the User who is a Consumer, the rules for returns and cancellation of subscriptions by Google and Apple shall also apply. Google Pay and Apple Pay regulations can be found on https://payments.google.com/payments/apis-secure/get_legal_document?ldo=0&ldt=buyertos&ldr=PL and <https://www.apple.com/pl/legal/internet-services/itunes/pl/terms.html> respectively.

9. The data, including personal data relating to the Premium User and connected with payment for the Services via Google Pay or Apple Pay may be processed by the provider of these payment methods, the manufacturer of the mobile phone or tablet used by the Premium User, as well as by the bank in which the Premium User has a bank account. The Controller is not responsible for the processing of personal data by these entities.

B. Web payments (Paddle)

1. For purchases made through the Controller's website, payments are processed by Paddle.com Market Limited ("Paddle"), which acts as the Merchant of Record for such transactions.
2. Paddle is responsible for processing payments, issuing invoices, providing customer support related to payments, and handling refund requests for all purchases made through the website.
3. Refunds for payments made via the website are provided exclusively by Paddle, in accordance with Paddle's refund policy and applicable consumer protection laws.
4. The Controller does not process or store any financial data related to payments made through Paddle, including payment card information, bank account numbers, or full transaction details.
5. Payment-related data may be processed by Paddle and by third parties involved in the payment process, in accordance with their respective terms, privacy policies, and applicable legal regulations.
6. The rules regarding renewal, cancellation, and refunds of subscriptions purchased via the website are determined by Paddle and made available in Paddle's documentation.
7. Any inquiries regarding payments or refund requests related to purchases made on the website should be directed to Paddle via its support system at paddle.com.
8. The Controller does not provide refunds for purchases made via the website and does not participate in the decision-making process concerning refund eligibility.

7. Restrictions on Use of the Services

1. Using the Application in any manner contrary to the Agreement or the applicable laws is categorically prohibited.
2. The distribution of spam or any other unwanted or malicious content, as well as content of a pornographic, offensive, defamatory, or vulgar nature within or through the Application, the associated services or the Controller's e-mail addresses is categorically prohibited.
3. The User agrees to refrain from:
 1. to modify, alter, sell, transfer, distribute, share, license, rent, lease, outsource, reproduce, or otherwise use the contents of the Application.
 2. to copy the contents of the Application onto any public or distributed network.
 3. to infringe any rights (including copyright) of the Controller or of third parties.
 4. to decompile, disassemble, decipher any of the contents of the Application or to otherwise learn about the source code, the object code or the underlying structure, concepts, know-how, algorithms, or other mechanisms of the Application.
 5. using any spambots, robots, scrapers, or other automated software on or in connection with the Application.
 6. breaking or circumventing any security or control mechanism of the Application or any related services offered by third parties.
 7. engaging in any fraudulent or criminal activity.
 8. attempting to gain unauthorized access to the Application or to the Controller's systems or networks.
 9. performing, or have third parties perform, penetration tests, vulnerability assessments or other security assessments.
 10. using the Application in a manner contrary to traffic regulations, in particular while driving a vehicle.
4. The User agrees not to post or transmit any content or engage in any activity that:
 1. are contrary to the Agreement or applicable law.
 2. violate any rights of third parties, other Users, or the Controller.
 3. are offensive, harmful, vulgar, indecent, discriminatory, hateful, harassing, tortious, or otherwise prohibited.
 4. contain inauthentic or knowingly misleading reviews, ratings, or opinions.
 5. impersonate any other entity,
 6. constitute surreptitious advertising,
 7. are commercial in nature,
 8. imply that any content or activity is sponsored or endorsed by the Controller.
 9. contain spam, viruses, trojan horses, or other malicious software
 10. are fraudulent or misleading in nature.

5. The User agrees not to participate in any of the activities listed in section 7 points 3-4 above and not to encourage anyone to participate in such activities.

8. Blocking of access to the Application

1. The Controller reserves the right to block the Account of any User who violates the provisions of the Agreement or the applicable law.
2. In the case of minor infringements, the Controller shall first inform the User of the infringement and request that the User cease the infringement. In case of a serious violation of the Agreement or the applicable law, the Controller shall be entitled to block the Account immediately, informing the User about it and stating the reasons for blocking the Account.
3. In situations described in points 1-2 above, the User who is not a Consumer shall not be entitled to any refund or compensation for the unused portion of the purchased Premium Account subscription.
4. The Controller reserves the right to cease providing the Services, informing the User about it at least 30 days in advance. In such a situation the Controller shall refund the fees paid for the unused portion of the Premium Account subscription purchased by the User. The refund will be made no later than within 7 days after the termination of the Service, to the bank account indicated by the User within 7 days from the date of receipt of the information from the Controller, referred to in the first sentence of this point. In case the User, who is not a Consumer, does not indicate the bank account to which the refund is to be made within the period provided for in the previous sentence, such User waives all claims for refunds for the unused part of subscriptions purchased. The User shall not be entitled to further claims for damages against the Controller, unless otherwise provided by mandatory provisions of law or other provisions of the Agreement.
5. Information about discontinuation of the Service shall be sent by the Controller to the e-mail address indicated by the User within the Account and shall be deemed delivered on the same day it is sent. The User bears responsibility for providing a correct and current e-mail address and for checking the mailbox associated with the Account on a regular basis (including in the SPAM folder).
6. None of the above provisions shall in any way limit any Consumer rights arising from the mandatory provisions of law.

9. Intellectual Property

1. Unless otherwise agreed, all images and information available on the Application are owned by or licensed to the Controller. Anyone who claims to own such images or information and who does not consent to their use as part of the Services may submit a request to the Controller to remove such

content. The request for removal of the content should be sent to the Controller's e-mail address as provided in section 1 point 1 of these Terms of Service and should be duly motivated and documented. The Controller reserves the right to request documentation proving the legitimacy of the request to remove the content.

2. The User acknowledges and agrees that the Application may contain open source software and third-party software, which may be subject to separate licenses.
3. The reproduction and republishing of any of the content available on the Application without the prior written consent of the Controller is strictly prohibited. The User acknowledges that the unlawful use of any content available within the Application may result in legal liability of the User.
4. The User acknowledges that the Application contains original works and has been developed with considerable time, expense, and effort, and that it constitutes valuable intellectual property of the Controller, its employees, associates, or other persons acting on its behalf, and that it may contain confidential information and may not be disclosed without the prior written consent of the Controller

10. User Content

1. In the event of publication by the User in or through the Application of any of his or her own content having the character of a work belonging to the User within the meaning of Article 1 of the Act of 04 February 1994 on Copyright and Related Rights ("Works"), the User shall grant the Controller a free, non-exclusive, transferable, sub-licensable, irrevocable, geographically and temporarily unlimited licence enabling the use of such Works in all fields of exploitation, which are known at the time of the inclusion of the given Works in the Application. The Controller shall be entitled, inter alia: to use the Works within the Application, to present them to the public in the Application and through other public forums (in particular on the Internet), to print, publish, modify, copy and incorporate them into larger works, to the full extent permitted by the applicable legislation.
2. Marketing and advertising of Advertisers' products may be conducted only based on a separate agreement concluded between the Advertisers and the Controller.
3. All reviews, opinions and information posted by the User on social networking sites (e.g., Facebook, Instagram) should be factual, concise, and balanced. The User represents and warrants that is the sole author of any review or opinion and that the review or opinion posted by the User reflects his/her actual experiences and that (s)he has not received any payment or other compensation for publishing the review or opinion.

11. Disclaimer of warranties and liability

1. The Application is designed to enable Users to improve their foreign language skills.
2. The Controller is entitled to update and change the contents of the Application at any time and without notice.
3. In the event that the content of the Services offered within the Application is reduced by the Controller in relation to the content offered at the time the User purchased the Premium Account subscription, the User who holds a valid Premium Account subscription may demand that the price of the purchased subscription be reduced accordingly, or terminate the Agreement with immediate effect and demand the return of the remuneration paid for the unused part of the Premium Account subscription.
4. The Controller, due to the nature of the content of the Application, does not guarantee its accuracy as well as its total and indisputable correctness.
5. Subject to point 10 below, to the full extent permitted by law, in particular without prejudice to any rights that Consumers may have under generally applicable laws, no warranty or guarantee of the Controller, its affiliates, owners or members of the Controller's bodies in relation to the usage of the Application is given.
6. Subject to point 10 below, to the full extent permitted by law, in particular without prejudice to any rights that consumers may have under generally applicable legislation, the liability of the Controller, its affiliates, owners and members of the Controller's governing bodies for damages suffered by the User and any third parties in connection with the usage of the Application is excluded.
7. The User accepts the exclusion, to the full extent permitted by law and subject to point 10 below, in particular without prejudice to any rights that consumers may have under generally applicable legislation, the liability of the Controller, its affiliates, owners and members of the Controller's governing bodies for any damage suffered by the User as a result:
 1. the download of any viruses, trojan horses or other malicious software in connection with the use of the Application or the website dedicated to the Application (www.beespeaker.com).
 2. any loss of data transmitted to or stored by the User.
 3. any errors or inaccuracies in the Application.
 4. any damage to persons or property resulting from the use of the Application.
 5. any loss of time or property resulting from errors or inaccuracies in the contents of the Application.
 6. any unauthorized access to the User's Account.

7. any disruption or interruption of the Services due to circumstances of force majeure, disruption, or interruption of the availability of the services provided by Internet providers or hosting services.
8. disclosure of information provided by the User while using the Application.
9. any defamation, insult, abuse or loss of reputation or profit suffered by the User in connection with usage of the Application.
8. Subject to point 10 below, the Controller is not liable for any damage, including personal injury and property damage, suffered by the User in connection with the use of external services linked to the Application.
9. The User is solely and entirely responsible for his/her communication with the Controller and third parties.
10. The above provisions of this section 11 of the Terms of Service do not exclude or limit any of the User's rights provided by mandatory provisions of law, in particular:
 1. they shall not limit the Controller's liability for any damage caused intentionally by the Controller.
 2. they do not limit the Controller's liability for negligence related to protection of the User's personal data.
 3. they shall not limit any rights of Consumers arising from mandatory provisions of the law, in particular the right to assert any claims provided by law in case the Consumer suffers personal damage for reasons for which the Controller is responsible or in case the Consumer suffers any damage as a result of non-performance or improper performance of any obligation incumbent upon the Controller towards the Consumer under this Agreement.

12. Indemnification

1. The User agrees to indemnify and hold harmless the Controller, its affiliates, owners, and members of the Controller's governing bodies from and against any damage, loss, expense, proceedings, and actions incurred or directed because of or in connection with:
 1. the content published by the User on or through the Application.
 2. unauthorized use of the Application by the User.
 3. User's breach of the Agreement.
 4. User's violation of any rights of any other user, the Controller or any third party in connection with the User's use of the Application.
2. The Controller reserves the full and exclusive right to conclude a settlement or acknowledge any claims raised against the Controller, without the need to obtain the User's prior consent.
3. The User agrees not to conclude a settlement in the case of any claims and not to acknowledge any claims raised jointly against the User and the

Controller without obtaining the Controller's prior consent in writing under pain of invalidity.

4. The User agrees to provide the Controller with all necessary documentation and information required by the Controller to protect the Controller's rights and interests against any claims raised against the Controller in relation to the situations mentioned in point 1 above.

13. User Requests and inquiries and complaint procedure

1. The User shall report all technical queries regarding the Application and requests and comments concerning its improvement by e-mail sent from the User's mailbox associated with the User Account to the following Controller's e-mail address: helpdesk@beespeaker.com.
2. The User shall report any violations of the Agreement or the applicable legal regulations during the use of the Application by other Users by sending an e-mail from the User's mailbox associated with the User Account to the following e-mail address of the Controller: helpdesk@beespeaker.com.
3. Subject to point 4 and 10 below, the Controller shall endeavor to answer the questions, complaints and applications submitted as soon as possible, but no longer than within 30 days of receipt.
4. In the case of any claim regarding the quality of Services purchased from the Controller by the User, who is a Consumer, and which constitutes a complaint in accordance with the regulations in force, the Controller shall respond to the claim within 14 days. The claim can be lodged by e-mail message sent from the User's e-mail box associated with the User Account to the Controller's e-mail address: helpdesk@beespeaker.com.
5. Any claims regarding the quality of Services purchased by Users who are Consumers, which have not been resolved within the time limit indicated in point 4 above, shall be deemed accepted by the Controller. The Controller's guarantee (and warranty) concerning Services purchased by Users who are not Consumers is excluded.
6. If the complaint is not accepted, the User may use the court route to pursue his/her potential claims or use the out-of-court methods allowed by the law to handle complaints and pursue potential claims, including:
 1. applying to the permanent arbitration consumer court operating at the Trade Inspection with a request to resolve a dispute arising from the concluded Agreement.
 2. filing a motion to the regional inspector of the Trade Inspection to initiate mediation proceedings for the amicable settlement of the dispute.
 3. use the free assistance of district (city) consumer advocate or a social organization, whose statutory tasks include consumer protection.

7. Detailed information on the possibilities of using the out-of-court procedures described in section point 6 above may be available, inter alia, at the offices of the relevant authorities (municipal and county consumer ombudsmen, Provincial Commercial Inspection Inspectorates) and on their websites, as well as on the website of the Office of Competition and Consumer Protection (www.uokik.gov.pl).
8. The Service Provider also informs about the existence of ODR (online dispute resolution) platform, functional at: <http://ec.europa.eu/consumers/odr>. The ODR platform is an interactive and multilingual website with a one-stop-shop for consumers and businesses seeking out-of-court dispute resolution regarding contractual obligations arising from an online sales contract or service contract.
9. The Service Provider does not offer any after-sales services.
10. The Controller reserves the right not to respond to inquiries or requests that:
 1. can be easily and without the need for specialist knowledge solved using the information available to the User within the Application.
 2. have been submitted in a language other than English.
 3. are incomprehensible.
 4. they qualify as spam.
 5. are not objectively related to the Services.
 6. are not related to the availability and proper functioning of the Services
 7. were submitted by anyone other than the User who has or has had a valid Account.
 8. contain malicious software such as viruses or trojan horses.
 9. are vulgar, abusive, defamatory, discriminatory, or offensive.
 10. are made in bad faith and are intended to obstruct the Controller's business.

14. Personal data protection

1. The rules of collecting, processing and storing the User's personal data have been defined in a separate document – Privacy Policy – available at the following link: <https://beespeaker.pl/en/terms/>, which together with these Terms of Service constitute an Agreement between the Controller and the User

15. Governing Law and Jurisdiction

1. The provisions of Polish law shall govern, construe and be applicable to the enforcement of all rights and obligations of the Controller and the User arising from or relating otherwise to the subject matter of the Agreement or the use of the Services. The preceding sentence shall not limit any rights of the Consumer that may arise under mandatory provisions of law applicable in the

place of residence of the Consumer, which shall be applied to this Agreement in accordance with mandatory provisions of Polish and EU law.

2. Any disputes between the Admin and the User, who is not a Consumer, arising out of or relating in any other way to the subject matter of this Agreement or the use of the Services shall be subject to the jurisdiction of the competent court in Warsaw or Poznań (in Poland) chosen by the claimant.

16. Changes to the Terms of Service

1. Use of the Services is always subject to the Agreement in its current version, available at the link: <https://beespeaker.com/en/terms/>, considering any changes made earlier.
2. The User shall be informed of any amendments to the Agreement by e-mail message sent by the Controller to the e-mail address of the User associated with the User Account.
3. The Premium User may reject the changes to the Agreement within 30 days after receiving the e-mail message referred to in point 2 above.
4. With respect to the Premium User, the previous version of the Agreement shall be valid:
 1. until the end of the 30-day period from receipt of the e-mail message referred to in point 2 above – if the Premium User does not reject changes to the Agreement within the aforementioned 30-day period.
 2. to the end of the period for which access to the Service was purchased by the Premium User – if the Premium User rejects the changes to the Agreement within the 30-day period after receiving the e-mail message referred to in point 2 above.
5. The e-mail message referred to in point 2 above shall be deemed delivered on the same day on which it was successfully sent by the Controller to the User's e-mail address associated with the User Account.
6. The Premium User may reject the amendments to the Agreement by sending an e-mail message from the e-mail address of the Premium User associated with his/her Account to the e-mail address of the Controller indicated in section 1 point 1 of the Terms of Service – within the period provided for in point 3 above.
7. THE MESSAGE ABOUT THE USER'S REJECTION OF THE ADVISED CHANGES TO THE AGREEMENT SHALL BE EQUIVALENT TO A REQUEST FOR REMOVAL OF THE USER'S ACCOUNT AFTER THE EFFECTIVE DATE OF THE ADVISED CHANGES.
8. Upon expiration of the periods described in clauses points 4 a-b) above, respectively, the Premium User shall be bound by the amended version of the Agreement.
9. The User may not object to amendments to the Agreement, which must be introduced due to changes in applicable legal regulations. Such amendments

shall come into force not later than on the date the legal regulations, which forced the amendment of the Agreement, come into force.

17. Validity of the Agreement

1. The Agreement shall enter into force on the day of its acceptance by the User in the Application, after (s)he has declared that (s)he has read the Terms of Service and the Privacy Policy (a necessary condition for the conclusion of the Agreement).
2. If any provision of the Agreement is found to be in conflict with mandatory provisions of law, it shall be replaced or invalidated by the relevant mandatory provision of law, and the Agreement shall remain valid in its remaining scope.
3. Nothing in the Agreement shall create any form of partnership, representation or agency between the Controller and the User. User is not authorized to represent the Controller in any form and manner, or to assume any obligations on behalf of the Controller.
4. The Regulations are available at <https://beespeaker.com/en/terms/> and in the BeeSpeaker Application in the Profile tab. The User will be informed about each amendment to the Regulations via a message in the application and an e-mail message if he has provided his e-mail. The Participant may at any time read the current version of the Regulations in the Application
5. The regulations apply from: 11.12.2023.
6. The User may request delivery of the electronic version of the Agreement by e-mail sent by the User from his e-mail address associated with the User's Account to the Administrator's e-mail address indicated in point 1.1. Of the Regulations.