

# **AIDIFY Store Terms and Conditions (v 1.0)**

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#### **§1 General Provisions**

- 1. The AIDIFY online store, available at https://join.aidify.eu/, is operated by AIDIFY sp. z o.o., located in Lublin, at Nowy Świat 11A, registered in the business registry under the NIP number 946-268-97-10.
- 2. These Regulations define the rules and conditions for using the online store and the principles and conditions for providing electronic services by AIDIFY sp. z o.o.

#### §2 Definitions

- 1. Consumer (B2C) –a natural person who performs a legal transaction with the entrepreneur that is not directly related to their business or professional activity.
- 2. Business User (B2B) –a natural person, a legal person, or an organizational unit without legal personality, which performs a legal act with the entrepreneur directly related to their business or professional activity.
- 3. Buyer –Consumer or Business User.
- 4. Seller AIDIFY sp. z o. o.

## §3 Scope of Application

- 1. This Terms and Conditions apply to all sales agreements made through the AIDIFY online store. It defines the rights and obligations of the Buyer and the Seller.
- 2. Special provisions for consumers (B2C) are included in paragraph 6, and for business users (B2B) in paragraph 7 of these Terms and Conditions.

### §4 Offer

- 3. Information about courses posted on the store's website does not constitute an offer in the sense of the Civil Code but only an invitation to conclude a contract.
- 4. The store offers access to online courses aimed at individuals related to the pharmaceutical industry.
- 5. Detailed information about courses, course packages, or subscriptions, including prices, can be found in the descriptions of individual products.

## §5 Purchasing Courses

- 1. Contracts for the provision of educational services are concluded through the website of the store.
- 2. The store offers the possibility of purchasing access to courses per course, per package of courses, or as part of a subscription.

## §6 Special Provisions for Consumers (B2C)

1. Consumers have the right to withdraw from a distance contract without giving any reason within 14 days from the day of the contract conclusion, with exceptions specified in §7



2. Consumer complaints are processed according to the rules specified in §8 of these Regulations. The Seller commits to consider each complaint within 14 days of its receipt

## §7 Right to Withdraw from the Contract

- 1. The Consumer has the right to withdraw from the purchase contract within 14 days from the day of the contract's conclusion without giving any reason. To use the right of withdrawal, it is necessary to inform AIDIFY sp. z o.o. by making a clear statement (via email).
- 2. The right to withdraw from the contract does not apply to the Consumer in relation to service contracts if AIDIFY sp. z o.o. has fully performed the service (understood as registration by the Consumer on the AIDIFY platform) with the explicit consent of the Consumer, who was informed before the commencement of the service that upon the complete performance of the service by AIDIFY sp. z o.o., they will lose the right to withdraw from the contract.
- 3. The right to withdraw from the contract also does not apply to contracts for the supply of digital content not supplied on a tangible medium if the performance has begun (understood as registration by the Consumer on the AIDIFY platform) with the Consumer's explicit consent before the withdrawal period has expired and after the Consumer was informed by AIDIFY sp. z o.o. about the loss of the right to withdraw from the contract.
- 4. Withdrawal process:: To withdraw from a distance contract, the Consumer must submit to AIDIFY sp. z o.o. a clear statement of withdrawal from the contract. This can be done by sending a statement via email to: contact@aidify.eu.
- 5. To maintain the withdrawal deadline, it is enough for the Consumer to send information about exercising their right to withdraw before the withdrawal period expires.
- 6. In case of withdrawal from the contract, AIDIFY sp. z o.o. returns all payments received from the Consumer immediately, and in any case no later than 14 days from the day on which AIDIFY sp. z o.o. was informed about the Consumer's decision to exercise theright to withdraw from the contract.
- 7. The refund will be made using the same payment methods that were used by the Consumer in the original transaction, unless the Consumer has agreed to a different solution. In any case, the Consumer does not incur any fees as a result of the return.

## §8 Complaints

- 1. Complaints regarding access to courses can be submitted electronically to the address contact@aidify.eu.
- 2. AIDIFY sp. z o.o. commits to consider each complaint within 14 days of its receipt.

## §9 Special Provisions for Business Users (B2B)

- 1. Business Users do not have the right to withdraw from a distance contract.
- 2. All complaints from Business Users will be considered based on general civil law principles. The Seller aims to resolve each matter satisfactorily for both parties.
- 3. Payment conditions, delivery, and any contract negotiations are individually established with each Business User.



#### §10 Terms of Use for Courses

- 1. Access to online courses requires an active Internet connection and a computer capable of using an internet browser.
- 2. The Client is obliged to use the courses in a manner consistent with the law and good manners, respecting the copyright and intellectual property rights of AIDIFY sp. z o.o.
- 3. Additional Provisions Regarding Security and Use: Each account in the AIDIFY store is intended for use by only one person. Sharing an account with other persons is prohibited.
- 4. It is forbidden to copy, publicly share, modify, translate, create derivative works, reverse engineer, decompile, disassemble the courses or any part thereof without the express consent of AIDIFY sp. z o.o.
- 5. Any attempts to bypass technical protections, unauthorized access to courses, systems, and company data are prohibited and may lead to immediate blocking of access to courses and account, as well as legal liability.
- 6. AIDIFY sp. z o.o. is not liable for damages resulting from improper use of the courses by users. The liability of AIDIFY sp. z o.o.for any errors in the content of the courses is limited to the amount paid by the user for the course. AIDIFY sp. z o.o. is not responsible for indirect damages, including lost profits.

#### §11 Personal Data Protection

- The Seller commits to processing personal data of Users in accordance with applicable legal provisions, especially with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) and the Act on Personal Data Protection. Detailed rules concerning data processing, including the purpose and scope of processing, the manner of expressing and withdrawing consent, as well as the rights of the person to whom the data relates, are specified in the Privacy Policy available on the store's website.
- The Seller ensures the application of appropriate technical and organizational measures to protect the processed personal data against unauthorized access or loss, unauthorized modifications, sharing and processing, and other forms of unlawful processing.

## **§12 Final Provisions**

- 1. Any changes to these Regulations will be published on the AIDIFY store website. Changes come into effect at the moment of their publication, unless a different date for their entry into force is specified. Changes will not affect orders already placed and being executed before the date of entry into force of the changes.
- 2. Disputes arising from sales contracts concluded via the online store will be settled by the competent common courts, with the provision that in the case of disputes with Business Users, it is possible to deviate from the general jurisdiction in favor of a court chosen by AIDIFY sp. z o.o.
- 3. Matters not regulated by these Regulations are governed by the Terms of Use of the AIDIFY platform, and if not there, by the provisions of Polish law. Any disputes arising from the execution of contracts concluded on the basis of these Regulations will be settled by the competent courts in accordance with the provisions of Polish law.