

# Terms and Conditions

## §1. Definitions

1. Best Brain - Best Brain Education Sp. z o.o., with its registered office in Warsaw (01-927), at Żółwia 22 lok. 73, entered into the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register under the number KRS 0000748693, NIP 1182180786, REGON 381309720, with a share capital of PLN 5,000.00.
2. Stripe.com - an international service handling card payments, operated by Stripe Inc., headquartered at 510 Townsend Street, San Francisco, CA 94103, USA.
3. Training, service, ebook - a service available for purchase on the Website, provided for a fee by Best Brain via the internet.
4. Website - <https://www.sklep24.bestbrain.education/ebook/>
5. Access - a link with a token enabling the use of the service to view the Training.
6. Customer / User - a natural person, legal person, and an organizational unit without legal personality, to which the law grants legal capacity.

## §2. General Provisions

1. These Terms and Conditions include, in particular, provisions regarding the rules of purchasing and providing Services, submitting and handling complaints, and withdrawal from the agreement.
2. Due to the country of registration of Best Brain, the purchase through the online store, as well as these terms and conditions, are based on the law of the Republic of Poland.
3. The entity providing the Services is Best Brain, which can be contacted electronically at [szkola@bestbrain.pl](mailto:szkola@bestbrain.pl) or in writing at the address Best Brain Education Sp. z o.o., ul. Żółwia 22 lok. 73, Warsaw, POLAND (01-927) or by phone at +48 502 922 442.
4. In order to properly use the Website and the pages through which the Services will be provided, a device with an internet browser, access to the internet, and an active e-mail account are required.
5. Each User is obliged to use the aforementioned pages in accordance with the universally applicable legal regulations and the principles of social coexistence.

### §3 Access Purchase

1. Participation in Trainings, access to services, and ebooks is possible after prior purchase of Access through the Website by the Customer.
2. The Customer will receive information about the Access method to the purchased Services at the e-mail address provided during the registration process immediately after payment for the Service/ebook/training.
3. A single purchase entitles one person to use the service.
4. All service prices are expressed in US dollars or Polish zlotys.
5. Payments for the Services are made by Customers through stripe.com.
6. After the payment of the Service, Best Brain will send a VAT invoice to the e-mail address provided during the registration process, and the amount of tax will be calculated according to the NBP (National Bank of Poland) exchange rate on the day of the transaction.

### §4. Handling Complaints

1. Any complaints regarding the operation of the Website, the pages through which the Services will be provided, and the Services provided can be submitted electronically or in writing to the addresses indicated in §2 section 2 of these Terms and Conditions.
2. The complaint should contain at least the User's identifying information and a description of the reported request.
3. Complaints will be considered by Best Brain within 14 days from the date of their receipt.

### §5. Withdrawal from the Agreement

1. In accordance with Article 38, item 13 of the Consumer Rights Act, the right to withdraw from a distance sales agreement does not apply in cases specified in relation to contracts for the provision of digital content not supplied on a tangible medium if the performance of the service has begun with the express consent of the Consumer before the expiry of the withdrawal period and after informing them by the entrepreneur about the loss of the right to withdraw from the agreement. This provision also applies to an individual entering into an agreement directly related to their economic activity, when the content of this agreement indicates that it does not have a professional character for this person, resulting in particular from the subject of their economic activity, made available based on the provisions on the Central Register and Information on Economic Activity.

## §6. Liability

1. Best Brain is responsible for ensuring the technical correctness of the operation of the Website and the pages through which the Services will be provided.
2. Best Brain reserves the right to temporarily limit the availability of the Website and the pages through which the Services will be provided, due to maintenance or content updates.
3. Best Brain is not responsible for:
  - a) damages resulting from using the Website and the pages through which the Services will be provided in a manner contrary to their normal use;
  - b) payments made through a payment intermediary;
  - c) damages resulting from the User's non-compliance with the rules of safe use of the Internet and failure to keep the provided Access confidential.

## §7. Changes to the Terms and Conditions

1. Best Brain is entitled to change the Terms and Conditions for important reasons, such as:
  - a) adapting the provided Services to the legal regulations / decisions of relevant public administration bodies / court rulings resulting in the need to modify the Terms and Conditions to ensure compliance with the law;
  - b) improving the functionality of the Website and the pages through which the Services are provided, including the introduction of new electronically provided services or changes to existing functionality;
  - c) improving the security of the Website and the pages through which the Services are provided;
  - d) changing the scope of the provided Services;
  - e) updating the contact and registration data included in the Terms and Conditions;
  - f) removing any ambiguities or errors occurring in the Terms and Conditions.
2. Users will be informed about the change to the Terms and Conditions in an e-mail message sent to the address provided during registration, sent at least 14 (fourteen) days before the new version of the Terms and Conditions comes into force.
3. Information about the amended Terms and Conditions will also appear on the Website.
4. The amended Terms and Conditions are binding for Users who do not terminate the electronic service agreement before the effective date of the amended Terms and Conditions.

## §8. Personal Data Protection

1. The administrator of Users' personal data is Best Brain.
2. Detailed information on the processing of Users' personal data is contained in the privacy policy.

## §9 Final Provisions

1. The User has the option to download the Terms and Conditions in PDF format directly from the Website.
2. In matters not regulated in these Terms and Conditions, Polish law shall apply.
3. In the event of any inconsistency between any part of the Terms and Conditions and the applicable law, the relevant provisions of Polish law shall apply in place of the disputed provision of the Terms and Conditions.
4. Any disputes related to the Services provided by Best Brain will be resolved by the competent local courts of general jurisdiction.
5. The User who is a Consumer has the right to use out-of-court dispute resolution methods. In order to amicably resolve a dispute, the User can file a complaint via the online ODR platform, available at: <http://ec.europa.eu/consumers/odr/>.
6. The User who is a Consumer also has the right to use out-of-court dispute resolution methods, in particular by submitting a request for mediation or a request to hear the case by an arbitration court after the completion of the complaint procedure. A list of Permanent Consumer Arbitration Courts operating at the Provincial Inspectorates of the Trade Inspection is available at <https://www.uokik.gov.pl/>
7. The User who is a Consumer can also take advantage of free assistance from a district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection. Out-of-court claims after the complaint procedure is completed are free of charge.
8. The Terms and Conditions are effective from March 1, 2023.