

## TERMS OF USE OF THE E-LEARNING PLATFORM

### § 1 General Provisions

1. These Terms define the rules for providing electronic services and the rules for using the e-learning platform available at <https://de.campus.neinver.com/> (hereinafter: the “**Platform**”), operated by **Learn Up Sp. z o. o., ul. Jarochowskiego 58/1, 60-246 Poznań** KRS: 0000301702, NIP: 7792329623 (hereinafter: the “**Service Provider**”).
2. The Service Provider grants Users access to e-learning services, including in particular access to courses, educational materials, and functionalities of the Platform, in accordance with the conditions set out in these Terms.
3. By using the Platform, the User declares that they have read the Terms, accept its provisions and agree to comply with them.
4. The provision of electronic services takes place in accordance with the Polish Act on the Provision of Electronic Services. The agreement for the provision of electronic services is concluded upon registration and acceptance of the Terms by the User.
5. Contact with the Service Provider is possible in the following ways:
  - a. electronically: support@learnup.pl;
  - b. in writing to the address: Learn Up Sp. z o. o., ul. Jarochowskiego 58/1, 60-246 Poznań.

### § 2 Definitions

1. In addition to other capitalised terms defined elsewhere in the Terms, and unless the Terms specifically state otherwise, the following capitalised terms shall have the meanings as defined below:
  - a. **Personal Data** – data within the meaning of article 4, point 1 of the GDPR concerning an identified or identifiable natural person, provided by the User during registration or while using the Platform, and processed by the Service Provider in connection with the provision of the Services;
  - b. **Password** – a unique alphanumeric string set by the User to authenticate and access the User Account;
  - c. **Client** – an entity that has concluded an agreement with the Service Provider to grant Users access to the Platform and Courses, and that finances or organises their participation in the Courses;
  - d. **User Account (Account)** – an individual set of resources and settings created on the Platform and assigned to a specific User, enabling the use of the Services provided via the Platform;
  - e. **Login (Username)** – a unique identifier required for Logging, set by the User during Account registration;
  - f. **Logging** – the authentication process consisting of entering a Login and Password to access the Account and Platform functionalities;

- g. **Platform / E-learning Platform** – the ICT (Information and Communication Technology) system made available by the Service Provider at <https://de.campus.neinver.com/>, enabling the provision of the Services;
- h. **Profile** – the part of the User Account containing data and information voluntarily provided by the User, which may be visible to other Users or the Service Provider in accordance with the settings and rules defined in the Terms;
- i. **Terms** – this document defining the rules for using the Platform and conditions for the provision of electronic services by the Service Provider;
- j. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
- k. **Training / Course** – a set of educational materials, interactive modules, tests, recordings, presentations, or other educational content provided via the Platform as part of a structured training programme;
- l. **Content** – all educational, multimedia, instructional, textual, graphic, audiovisual, and other materials made available on the Platform to Users under the Terms and under the licensing conditions defined by the Service Provider;
- m. **Service** – electronic services provided by the Service Provider via the Platform, including in particular: providing access to the User Account, ensuring access to Courses and Content, handling online educational processes, enabling communication with the Service Provider, and use of Platform functionalities;
- n. **Service Provider** – Learn Up Sp. z o. o., ul. Jarochowskiego 58/1, 60-246 Poznań KRS: 0000301702, NIP: 7792329623;
- o. **Electronic Services Act** – the Polish Act of 18 July 2002 on the provision of electronic services;
- p. **User** – a natural person with full legal capacity or a person authorised to act on behalf of an organisational entity, who has been granted access to the Services by the Client and who has created or uses an Account on the Platform in connection with training provided via the Platform.

### § 3 Use of the Service

1. The Service Provider enables Users to use e-learning Services provided via the Platform in accordance with these Terms and applicable law, in particular Polish Act on Copyright and Related Rights.
2. Software, graphic elements, content, training materials, multimedia files, interactive modules, and all other resources made available on the Platform constitute works or databases protected under Polish and international intellectual property laws including copyrights, related rights, and database rights.
3. The User receives a non-exclusive, non-transferable, time-limited licence to use the Content and educational materials for personal use only, to the extent necessary for

proper use of the Platform. The licence is valid for the period of active access to the given Course or Account, unless otherwise specified.

4. In particular, it is prohibited to:
  - a. copy, record, modify, translate, or adapt Content;
  - b. share Content with third parties, including via the Internet;
  - c. reproduce, distribute, perform, or display Content;
  - d. sell, rent, lend, or otherwise commercially exploit Content;
  - e. interfere with the Platform's source code or technical security measures.
5. Any actions exceeding the permitted personal use are prohibited.
6. The Service Provider does not guarantee that the Content or materials provided on the Platform will fully meet the User's expectations or that their use will ensure specific training or professional results.
7. The User bears full responsibility for content submitted on the Platform, including comments, responses, files, or materials uploaded within Courses. The User declares that they hold all rights necessary to publish the content and that such publication does not infringe third-party rights. The Service Provider may remove, conceal, or moderate content that violates law, the Terms or accepted standards of conduct.
8. The Service Provider is not liable for damages caused by the User's disclosure of their Login or Password to third parties, regardless of the reason for disclosure. The user is obliged to keep the Logging details confidential and not to disclose them to unauthorised persons.
9. The Service Provider reserves the right to temporarily suspend the Platform or limit access due to maintenance, updates, or technical work, while endeavouring to ensure that such interruptions are as little disruptive as possible to Users.
10. Use of the Platform requires meeting the minimal technical requirements specified in the Terms. Users are responsible for properly preparing their equipment in a way that enables them to use the E-learning services.

#### **§ 4 Technical Requirements, User Account, Password and Security**

1. Use of the Platform requires a device with a current web browser supporting HTML5 and an Internet connection with sufficient bandwidth for multimedia playback. The User is responsible for ensuring that they have the appropriate technical conditions to enable the Platform to function properly.
2. The use of certain functionalities of the platform may require active use of JavaScript, cookies, or additional software components necessary for the display of multimedia content. The Service Provider will inform Users if installation is necessary. An active e-mail address is required in order to use the Platform.
3. To use the Services, the User must create an Account by completing the registration form and providing data required by the Service Provider, including full name and e-mail address. The user declares that the information provided is true, current, and complete.
4. The Account is created upon registration and acceptance of the Terms. Registration of an Account is required to access the services provided through the Platform.

5. During registration, the User sets a Login and Password that enables subsequent Logging and access to the Account. The User is obliged to set a Password that meets the security requirements of the Platform.
6. The User must keep Logging data, particularly Login and Password, confidential and cannot disclose them to any third parties. The User is fully responsible for all actions performed on their Account using the correct Login and Password.
7. In the event of suspicion that the Logging data may have been disclosed to unauthorised persons, the User must immediately change the Password and notify the Service Provider. The Service Provider may temporarily block the User's Account in order to ensure the security of use of the Platform.
8. The Service Provider is not liable for inability to use the Platform if the User does not meet technical requirements mentioned in this paragraph.

### **§ 5 Rights and Obligations of the Parties**

1. The User has the right to use the Platform and Services in accordance with these Terms, the law applicable in the territory of the republic of Poland, and to the extent resulting from the purpose of the Platform.
2. The User agrees to use the Platform in a manner consistent with its purpose and not infringing on third-party rights or disrupting the Service Provider's systems. Particularly, the User cannot post, process, or transmit content that is unlawful, offensive, vulgar, or infringes on personal rights, copyrights, or other intellectual property rights.
3. It is prohibited to use the Services in a way that is unlawful, immoral, contrary to social norms, or that may may violate the legitimate interests of the Service Provider.
4. The Service Provider is responsible for proper provision of Services available on the Platform in compliance with the Terms and applicable law.
5. The Service Provider may make changes, updates, and corrections to the Content and information available on the Platform. The service Provider may also carry out technical work or update the Platform. Such work may result in temporary restrictions or interruptions in access to the Platform, of which the Service Provider will inform Users to the extent possible.
6. The Service Provider may block, moderate, or remove content posted on the Platform by the Users, that:
  - a. violates the law;
  - b. is vulgar, offensive, discriminatory, aggressive, or promotional;
  - c. violate the personal rights or rights of third parties;
  - d. violates the Terms.
7. The Service Provider may temporarily block the User's Account or restrict access to Services, including for a particular Course, if the User violates the Terms, applicable law, or uses the Platform in a manner that threatens the security of IT systems. In cases of severe violations, the Account may be permanently removed.
8. The Service Provider is not responsible for:

- a. consequences of the User's actions contrary to the Terms, unless otherwise provided by applicable law;
- b. false, outdated, or incomplete data provided by the User during registration or while using the Platform;
- c. damages resulting from misuse of the Platform or ignoring technical messages and warnings published by the Service Provider.

## **§ 6 Intellectual Property**

1. All copyrights and related rights to Platform elements, including the design, layout, interface, functionalities, multimedia, graphics, educational content, source code, and any other works provided by the Service Provider belong to the Service Provider or entities with which the Service Provider has concluded relevant licence agreements.
2. Trade names, logos, trademarks, service designation, course names, and other designations on the Platform are protected intangible assets and may be registered trademarks of the Service Provider or other entities. Use of the Platform does not authorise the User to use them in a way that exceeds fair use.
3. Content made available on the Platform including texts, educational materials, graphics, audio and video recordings, presentations, tests, interactive modules and any other works or databases are protected under the Act of 4 February 1994 on copyright and related rights, the Act on the protection of databases and other relevant provisions of national and international law.
11. The User is allowed to use Content only for personal purposes within the scope of the Services. In particular, it is prohibited to:
  - a. copy, multiply, reproduce, record or store Content in any form outside permitted cases;
  - b. share Content with third parties, including by publishing on the Internet, social media, forums, or instant messaging services;
  - c. use Content for commercial, training, or professional purposes without written consent from the Service Provider;
  - d. modify, translate, or distribute Content;
  - e. remove copyright or licence notices.
4. Use of the Platform does not result in transfer of any copyrights and intellectual property rights to the User or in the granting of a licence beyond the scope specified in these Terms. In particular, use of the Platform does not grant consent for further distribution, commercial use, or public reproduction of the Content.
5. Violation of this section may result in civil and criminal liability for the User in compliance with applicable law and blocking of the Account.

## **§ 7 Complaints**

1. Users may report any irregularities, interruptions in the functioning of the Platform, technical errors, or other issues regarding the Services by sending a complaint to the Service Provider's e-mail address or postal address indicated in the Terms.

2. A complaint should include, where possible: name, e-mail address assigned to the Account, and the reason for the complaint.
3. The Service Provider will analyse the issue and undertake actions to restore proper functioning of the Platform in accordance with current technical knowledge. Any irregularities reported by Users will be removed within a reasonable period, appropriate to the complexity of the issue.
4. Complaints are considered immediately, but not later than within 14 days of their submission. The response is sent to the User to the e-mail address assigned to their Account or in the way indicated by the User in the complaint.
5. If additional information is needed in order to process the complaint, the User will be asked to provide it. The processing period is suspended until such information is delivered.

### **§ 8 Termination**

1. The User may terminate the service agreement at any time by deleting the Account or submitting a deletion request.
2. Deleting the Account results in loss of access to Courses and Content unless otherwise specified.
3. In case of severe violations of the Terms, the Service Provider may terminate the agreement with immediate effect.
4. Access to the Platform and Courses may also end when the User's cooperation with the Client who provided them with access to the Platform ends or when the agreement between the Service Provider and the Client expires.

### **§ 9 Personal Data**

1. Rules for processing Users Personal Data are set out in the Privacy Policy, which is a separate document available on the Platform.
2. The User acknowledges that their activity data on the Platform, including but not limited to Course progress, session duration, test results may be shared with the Client that provided access to the Platform for training or organisational purposes.

### **§ 10 Final Provisions**

1. These Terms are subject to Polish law. In matters not covered herein, generally applicable provisions of law shall apply.
2. The Terms are available on a dedicated subpage of the Platform and may be saved by Users.
3. The Service Provider may amend the Terms for important reasons, including:
  - a. changes in law affecting the provision of Services;
  - b. need to adapt the Platform's functioning to security requirements or technological changes;
  - c. development of functionalities or changes in the scope of Services;
  - d. correction of errors, clarifications, or changes beneficial to Users.

4. Users will be informed of any changes by publication of the updated Terms on the Platform. Registered Users might be also notified by e-mail address assigned to the Account.
5. If the User does not accept changes to the Terms, they are entitled to stop using the Services and delete their Account within 14 days of the changes coming into effect. Not deleting the Account and continued use of the Platform after this period means acceptance of the amended Terms.
6. The Terms are effective indefinitely.