

# Rules and regulations for the provision of electronic services through the Internet portal at www.akademeia.edu.pl

§1

### Definitions

The terms used in the Rules and regulations are defined as follows:

- 1) Rules and regulations this document;
- 2) ICT system a set of compatible IT devices and software, making possible processing and storage, as well as sending and receiving data through telecommunications networks using a terminal device appropriate for a given type of telecommunications network within the meaning of the provisions of the Telecommunications Law;
- Electronic address denotation of ICT system enabling communication by way of electronic means of communication, and in particular, an e-mail address or website address;
- Internet portal informative website with extensive functionality, available at <u>www.akademeia.edu.p</u>l website;
- 5) User a person availing of the Internet Portal;
- 6) Service Provider Akademeia High School sp6+ka z ograniczonq odpowiedzialnosciq with its registered office in Warsaw at ul. St. Urszula Led6chowska 2, 02-972 Warsaw, entered in the Register of Entrepreneurs run by the District Court for the Capital City of Warsaw in Warsaw, XII Economic Department of the National Court Register, under numbers: KRS 0000638796, REGON 365509117, NIP 7010618739, e-mail address office@akademeia.edu.pl;
- 7) Service or Services a service or services provided electronically by the Service Provider through the Internet Portal, listed in § 3 of the Rules and Regulations;
- 8) Provision of service electronically performance of service rendered without the simultaneous physical presence of the parties concerned (i.e. service provided remotely), through the transmission of data at individual request of User, sent and received by means of electronic processing devices, including digital compression, and data storage, which is entirely broadcasted, received or transmitted with the application of a telecommunications network within the meaning of the provisions of the Telecommunications Law;
- Agreement agreement for the provision of electronic services concluded between the User and the Service Provider;



- 10) Commercial information any information intended, either directly or indirectly, to promote goods, services or the image of entrepreneur or professional, whose right to practice its profession depends on the fulfillment of the requirements set out in separate acts, with the exception of information enabling communication by way of electronic means of communication with a specific individual, and information about goods and services not intended to obtain commercial effect desired by the entity that orders its distribution, in particular, not involving any remuneration or other benefits obtained from producers, sellers and service providers;
- 11) Telecommunications Law the Act of 16 July 2004 Telecommunications Law;
- 12) School private Akademeia High School run by the Service Provider;
- 13) Institution private Akademeia Prep School educational facility run by the Service Provider.

#### General provisions

- 1. These Rules and regulations apply to the Internet Portal available at www.akademeia.edu.pl operated by the Service Provider.
- 2. The Rules and regulations specify the type and scope of services provided electronically along with the terms and conditions of their provision and the conditions for concluding and terminating agreements for the provision of electronic services and the complaint procedure mode, as well as the general rules governing the issue of liability of the Service Provider.

#### §З

Type and scope of provided Services

The Rules and regulations address the Services provided through the Internet Portal, unless they are governed by separate regulations, and in particular, they concern the issues as follows:

- presenting information, including commercial information to the extent that enables Users to familiarise themselves with the content posted on the Internet portal;
- questionnaire service to the extent that enables Users to comment, in particular, on the Service Provider;
- the service facilitating application for an open house day or some other open house event either at the School or the Institution - to the extent that enables Users to



register for open house day or for another open house event at the School or the Institution;

- the service facilitating application for summer course (Summer School) either at the School or the Institution - to the extent that enables Users to register for Summer School at the School or the Institution;
- 5) the service facilitating application for recruitment process to the extent that enables Users to submit their applications for participation in the recruitment process to the School or Institution with the use of a questionnaire involving a set of questions broken down into modules;
- the service facilitating application for scholarship to the extent that enables Users to submit their applications for scholarship, to be availed of by students or candidates for students at the School;
- browser service to the extent that enables Users to search for specific content by entering key words;
- newsletter to the extent that enables the Service Provider to communicate with Users by regularly sent e-mail messages containing e.g. information on the Service Provider activities or commercial information.

§4

General terms and conditions of using the Internet service and of Services provision.

- 1. The Service provider makes available the Rules and regulations free of charge on the Internet Portal, so that the User may get familiar with them.
- 2. The prerequisite for availing of the Services is the User acceptance of the provisions of the Rules and regulations.
- 3. Commencement on the part of the User of availing of any of the Services is equivalent to the acceptance of the provisions of the Rules and regulations.
- Availing of the Internet Portal does not require from the User to register User account, unless it has been spelled out otherwise by the specific provisions concerning a given Service.
- 5. The User availing of the Internet Portal is obliged to:
  - use the Internet Portal and Services in a manner that does not interfere with their functioning and in accordance with the relevant provisions of the generally applicable law and the provisions of the Rules and regulations;



- provide complete, genuine and not misleading information and data, if in connection with the use of the Services, the User decides to deliver or provide information or personal data;
- 3) refrain from providing and transferring any illegal content, offensive content or content containing any malware;
- 4) respect the rights of other users of the Internet portal.
- 6. In order to use the Internet Portal and the Services, it is necessary for the User to meet the following minimum technical requirements, which are indispensable to ensure compatibility with the ICT System of the Service provider:
  - 1) the User should have a terminal device, such as a computer or telephone with Internet access;
  - the User should install on the terminal device a web browser such as Internet Explorer,
     Google Chrome, Mozilla Firefox, Opera or Safari with JavaScript and enable cookies;
  - 3) in order to avail of some of the Services, it is also required to have an active e-mail account or to register a User account through the Internet Portal.
- 7. In order to ensure secured use of the Internet Portal and Services, it is recommended that the User updates its operating system and web browser accordingly, and installs on User terminal device such as a computer or telephone, an antivirus software and a firewall.
- 8. The Service Provider has the right to post Commercial Information on the Internet Portal.
- 9. The Service Provider has the right to delete text content, images and videos clips, as well as Internet entries, and any other content sent by the Users through the Internet Portal without informing the User.

General terms and conditions of concluding and terminating agreements for the provision of electronic services

- 1. Agreement for the provision of electronic services is effectively concluded when the User commences to use any of the Services.
- 2. The scope of the Agreement depends on a given type of Services that the User has chosen to use.
- The Service Provider ensures the operation of the ICT system in such a way so as to enable the User to terminate the use of the Services free of charge at any time, which results in the termination of the Agreement.



Services available after completing registration

- 1. The User may register the User account on the Internet Portal in order to avail of all Services.
- It is required to register User account in order to avail of the service facilitating application in the recruitment process, as referred to in § 3 sect. 4 of the Rules and regulations, or to avail of the Service facilitating application for scholarship, as referred to in § 3 sect. 5 of the Rules and regulations.
- 3. User account registration is completed when all of the following steps are carried out:
  - in the form available on the Internet Portal, User should enter e-mail address, which the User intends to use while availing of the Services, so as to enable account registration;
  - 2) user should confirm that the provided e-mail address is correct and the intention to register the User account by clicking on the activation link received in message sent onto the e-mail address provided in the form enabling registration of the User account, and by entering password on the website under the link provided in the message.
- 4. The activation link sent onto the e-mail address provided by the User is active for 14 days from the time it is sent by the Service Provider.
- 5. The confirmation on the part of the User, referred to in sect. 3 point 2, within the time period, as referred to in sect. 4, results in the registration of the User account.
- 6. A failure on the part of the User to make confirmation, as referred to in sect. 3 point 2, within the time period, referred to in sect. 4, means User resignation from registering the User account. In this case, the e-mail address provided by the User will be removed from the Service Provider database within the next 30 days.
- 7. The User may delete the User account free of charge at any time by contacting the Service Provider for this purpose.
- 8. The User Account will be deleted from the Internet Portal by the Service Provider if the User avails of:
  - service facilitating application in the recruitment process, as referred to in § 3 sect. 4
    of the Rules and regulations until 31 August following the day of the termination of
    the recruitment procedure in the case of candidates qualified for admission to the
    School or the Institution, or else after 3 months from the day of the termination of the
    recruitment process in the case of candidates not qualified for admission to the School
    or the Institution, unless agreed otherwise by the Service Provider and the User;
  - service facilitating scholarship application, as referred to in§ 3 sect. 5 of the Rules and regulations - until August 31st following the day of termination of the scholarship procedure in the case of candidates qualified to receive the scholarship, or else after 3



months from the termination of the scholarship process in the case of candidates not qualified to receive the scholarship, unless otherwise agreed by the Service Provider and the User.

§7

The service facilitating application for an open house day, some other open house event or summer course (Summer School) at the School or the Institution.

- 1. In order to successfully communicate the intention to attend an open house day at the School or the Institution all of the following steps should be carried out:
  - In the form made available on the Internet Portal facilitating the registration of participation in the open house day User should provide: parent name and surname, e-mail address and telephone number of the parent, name and surname of the child, name of the current school, class the child attends and year to which child applies at the School or the Institution, as well as the information stating how the participant learned about the School or the Institution;
  - 2) User should confirm that the provided e-mail address is correct and the intention to participate in open house day by clicking on the activation link received in message sent onto the e-mail address provided in the form enabling registration of participation in open house day.
  - 2. In order to successfully communicate the intention to attend an open house event at the School or the Institution the following steps should be carried out:
  - 1) In the form made available on the Internet Portal facilitating the registration of participation in an open house event User should provide: participant name and surname, e-mail address and telephone number of the participant, name of the current school, class the participant attends, name and surname of the parent, email address and telephone number of the parent, as well as the information stating how the participant learned about the School or the Institution;
  - 2) User should confirm that the provided e-mail address is correct and the intention to participate in an open house event by clicking on the activation link received in message sent onto the e-mail address provided in the form enabling registration of participation in an open house event.
  - 3. In order to successfully communicate the intention to attend summer course (Summer School) at the School or the Institution the following steps should be carried out:
  - 1) In the form available on the Internet Portal enabling registration of participation in the summer course User should provide: name and surname of the participant, name



and surname of the parent, e-mail address and phone number of the parent, information stating which course it is that the participant wants to attend, information whether the participant is interested in accommodation for the duration of a given summer course, as well as information stating how the participant learned about the School or the Institution;

- 2) User should confirm that the provided e-mail address is correct and the intention to participate in Summer School by clicking on the activation link received in message sent onto the e-mail address provided in the form enabling registration of participation in Summer School.
- 4. The activation link sent to the e-mail address provided by the User is active for 14 days from the time it is sent by the Service Provider.
- 5. The confirmation on the part of the User, as referred to in sect. 1 point 2, within the period referred to in sect. 2, results in the filing of application for participation either in an open house day, some other open house event or in the Summer School.
- 6. A failure on the part of the User to make confirmation, as referred to in sect. 1 point 2, within the period referred to in sect. 2, means User resignation from applying for participation in an open house day, some other open house event or in Summer School. In this case, personal data provided by the User will be deleted from the Service Provider database within the next 30 days.

§8

Service facilitating the application for participation in the recruitment process

- 1. In order to successfully communicate the intention to participate in the recruitment process to the School or the Institution all of the following steps should be carried out:
  - registration of User account on the Internet Portal, in accordance with the provisions of§ 6 of the Rules and regulations;
  - completion of the recruitment form made available in the User individual account on the Internet Portal;
  - confirmation of the completion of the recruitment form made available in the User individual account on the Internet Portal by pressing appropriately marked key (instructing to complete the form).
- 2. The service facilitating application for participation in the recruitment process enables:
  - saving the content entered in the form and provides an option to return to the form at a later time, however, the service is available during the time of a single online session, which means that in the case of closing web browser, it is necessary to log in



to the User account again on the Internet Portal and to enter the email address provided during registration and the password received from the Service Provider;

- 2) sending to the Service Provider text content and images in .pdf, .jpg, .png or .docx formats.
- 3. After filing the application, as referred to in sect. **1**, the User will receive a message confirming the acceptance of the application by the Service Provider, sent onto the e-mail address provided by the User in the form enabling for the application.

§9 Service facilitating the application for scholarship

- 1. In order to successfully communicate the intention to apply for the scholarship all of the following steps should be carried out:
  - **1)** registration of the User account on the Internet Portal, in accordance with the provisions of§ 6 of the Rules and regulations;
  - completion of the scholarship form made available in the User individual account on the Internet Portal;
  - confirmation of the completion of the scholarship form made available in the User individual account on the Internet Portal by pressing appropriately marked key (instructing to complete the form).
- 2. The service facilitating the application for scholarship enables for:
  - 1) saving the content entered in the form and provides an option to return to the form at a later time, however, the service is available during the time of a single online session, which means that in the case of closing web browser, it is necessary to log in to the User account again on the Internet Portal and to enter the email address provided during registration and the password received from the Service Provider;
  - 2) sending to the Service Provider text content and images in .pdf, .jpg, .png or .docx formats.
- 3. After filing the application, as referred to in sect. **1**, the User will receive a message confirming the acceptance of the application by the Service Provider, sent onto thee-mail address provided by the User in the form enabling for the application.



#### Newsletter

- 1. Newsletter subscription is effected by carrying out all of the following steps:
  - 1) User should provide the e-mail address to which the newsletter is to be delivered, **in** the form which facilitates ordering the Newsletter, made available on the Internet Portal;
  - 2) User should confirm that the provided e-mail address is correct and the intention to subscribe to the Newsletter by clicking on the activation link received in message sent onto the e-mail address provided in the form made available on the Internet portal and enabling subscription to the Newsletter.
- 2. The activation link sent to the e-mail address provided by the User is active for 14 days from the time it is sent by the Service Provider.
- 3. The confirmation on the part of the User, as referred to in sect. **1** point 2 within the time period referred to in sect. 2, activates the User subscription to the Newsletter.
- 4. A failure on the part of the User to make the confirmation, as referred to in sect. 1 point 2, within the time period referred to in sect. 2 means User resignation from the Newsletter subscription. In this case, the e-mail address provided by the User will be deleted from the Service Provider database within the next 30 days.
- 5. User may at any time terminate the subscription to the Newsletter free of charge by clicking on the deactivation link, made available with each Newsletter sent or by contacting the Service Provider for this purpose.
- 6. Ordering a Newsletter subscription by the User is equivalent to User acceptance to receive commercial information to the e-mail address provided by the User for this purpose.

#### § 11

### Intellectual property

- 1. The Internet portal and the content presented through it are protected by the provisions of generally applicable law, and in particular:
  - 1) the Act of 4 February 1994 on copyright and related rights;
  - 2) the Act of 27 July 2001 on the protection of databases;
  - 3) the Act of 30 June 2000, the Industrial Property Law.
- 2. The rights to works, databases, trademarks made available through the Internet Portal by the Service Provider are vested in the Service Provider or third parties. To the extent that these rights are vested in third parties, the Service Provider makes available works, databases and trademarks on the grounds of relevant agreements, and in particular, license agreements or other legal relationships permitted by generally applicable law.



- 3. User may avail of the works and databases provided by the Service Provider through the Internet Portal only as part of permitted personal use.
- 4. By making available through the Internet Portal or else by sending to the Service Provider onto the electronic address provided on the Internet portal, any contents, including information, containing, in particular, songs, trademarks or information disclosing personal data of third parties, User declares that:
  - 1) it is free from legal defects;
  - 2) it is not encumbered by claims of third parties;
  - 3) User has got any rights and permits that are required by the universally applicable law.

# Information on the protection of personal data

Detailed information on the processing of personal data, its protection and the rights of Users in connection with the processing of personal data canbe found in the Privacy Policy or privacy policies attributed to individual services, posted on the Internet portal.

# § 13

## Rules of liability

- 1. The Service Provider reserves the right to provide intermittent access to the Internet Portal and the Services or to compromised quality of access without prior notice to the User, especially due to:
  - 1) a need to carry out repairs or to expand the ICT System;
  - 2) occurrence of events negatively affecting the security or stability of the ICT system;
  - 3) reasons beyond the control of the Service Provider, including force majeure events.
- 2. The Service Provider will not be liable for non-performance or improper performance of the obligations specified in the Rules and regulations, if their non-performance or improper performance has occurred:
  - 1) for reasons beyond the control of the Service Provider;
  - 2) due to unintentional fault of the Service Provider;
  - 3) due to some actions of a third party, and in particular, telecommunications operators or electricity suppliers.
- 3. The service provider will not be liable
  - 1) for content, information and data provided by the Users of the Internet portal;
  - 2) for damages that the User may suffer in connection with the use of the Internet Portal, as well as for damages that the User may suffer as a result of actions taken, which



resulted from the Services, and in particular, for information presented on the Internet Portal.

- 4. The User, making available through the Internet Portal, any content, including works, and trademarks or information disclosing personal data of third parties, will be solely responsible for the damages caused to third parties.
- 5. The Service Provider reserves the right to discontinue the provision of either individual Service or **all** Services or to terminate the operation of the Internet Portal without prior notice to the Users.

## §14

# Complaint procedure mode

- 1. The User has the right to lodge a complaint in matters related to the operation of the Internet Portal.
- Complaints may be submitted in writing or by e-mail onto the addresses provided in § 1 sect. 1 point 6 of the Rules and regulations.
- 3. The Service Provider will consider complaints within 30 days of their receipt.
- 4. A response to a given complaint will be sent onto the address provided by the User in the complaint itself.

# §15

# **Final provisions**

- 1. The agreement concluded through the Internet Portal is phrased in the Polish language.
- 2. The Service Provider reserves the right to make changes to the Rules and regulations, and in particular, for legal or organisational reasons, including such reasons as may be related to a change in the type or scope of Services provided.
- 3. The User will be notified of any changes to the Rules and regulations by relevant information posted on the Internet Portal.
- 4. Any changes to the Rules and regulations become effective upon posting new content of the Rules and regulations on the Internet portal. The User is obliged to become familiar with anymade changes promptly. The use of the Internet portal and of the Services by the User after the changes have been made constitutes acceptance on the part of the User of the new content of the Rules and regulations.
- 5. The Service Provider has the right to refrain from providing the User with access to the Services in an event of a breach by the User of the provisions of the Rules and regulations or of generally applicable provisions of law.
- 6. In matters not covered by the Rules and regulations, the provisions of generally applicable law shall apply.
- 7. The Rules and regulations have been in force since January 1, 2020.