

**TERMS AND CONDITIONS
FOR PROVIDING SERVICES BY ELECTRONIC MEANS ON TUTLO.COM AND TUTLO.PL**

§ 1

General provisions

1. This document ("**Terms and Conditions**") contains the terms of use of the tutlo.com and tutlo.pl websites by the User, as well as the rights and obligations of the Operator and Users related to the provision of services by electronic means via the Website.
2. Please read the following Terms and Conditions carefully before taking advantage of the Services. By using the Services, the User acknowledges that they have read the Terms and Conditions, accept and agree to comply with them.15
3. Before the conclusion of an Agreement, the Operator provides Users with these Terms and Conditions through an IT system. They can be freely reproduced, copied, printed and downloaded at any time.
4. The rules of these Terms and Conditions apply to the extent not specifically regulated otherwise in the Agreement (as defined below) between the User and the Company.
5. The operator can select partners used in the performance of Services, such as Internet payment operators, of whose services the User takes advantage. The terms of these Terms and Conditions apply to the extent not specifically regulated otherwise in agreements concluded between the User and the Operator's partners.
6. Any written or electronic correspondence should be sent to the following contact details of the Operator: (1) tel. (22) 247 20 45; (2) e-mail: kontakt@tutlo.pl; (3) correspondence address: Tutlo sp. z o.o., ul. Leonarda 1/8, 25-311 Kielce.

§ 2

Definitions

1. **Operator or Company** - Tutlo Spółka z ograniczoną odpowiedzialnością with its registered office in Kielce, ul. Leonarda 1/8, 25-311 Kielce, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court in Kielce, X Commercial Division of the National Court Register, under KRS number: 0000651245, REGON: 366126281, NIP: 6572927356, share capital: 6,000.00, tel: +48 22 247 20 45, e-mail: kontakt@tutlo.pl.
2. **Account (User Account)** - an individual electronic account on the Website, assigned to a particular User following Registration for use of the Services on the Website.
3. **Website** - an Internet portal operating at the Internet address www.tutlo.com (www.pl.tutlo.com) and www.tutlo.pl together with sub-domains maintained by the Operator under the terms stipulated in the Terms and Conditions.
4. **User** - a natural person with legal capacity using the Website to take advantage of Services provided by the Operator pursuant to the provisions of the Terms and Conditions; in the case of Users below 18 years of age, the acceptance of the Terms and Conditions is tantamount to a statement that they have the consent of a legal guardian to use the Website and, at the Operator's request, will submit written consent from their legal guardian to the use of the Website (consent in the form of a scan and a written document should be sent to the addresses indicated in § 1.6 above).
5. **Teacher** - a natural person, teacher or native speaker of English or any other language conducting lessons as part of Courses for Users or other Teachers through the Website.
6. **Registration** - a one-time operation consisting of an Account being set up, by the User or by the Operator at the user's explicit request, using the User's Facebook.com or Google profile, or by the User providing an e-mail address, phone number, name and surname (login), and password.
7. **Content** - all kinds of textual and graphical data, audio files (e.g. recordings, audio-visual files (e.g. video clips, films, multimedia objects, recordings about Teachers, courses, etc.), information not protected by copyright, as well as comments, opinions and evaluations posted by the User or the Teacher on the Website; any additional attachments, files or materials added to the Content constitute its integral part.
8. **Agreement** - an agreement on paid provision of services concluded between the Operator and the User for a fixed period of time, with the User's choosing a package for a Course available on the Website or under individual arrangements (written, e-mail, telephone or oral) between the Operator and the User; the Agreement may be concluded at the Company's premises or outside such premises (at a distance); the Agreement is effectively concluded when the User makes payment in accordance with its provisions.
9. **Service or Course** - enables the Users to take advantage of paid online English conversation-based lessons, conducted using didactic materials developed by the Operator, through the Website, using video and audio.

§ 3

Registration and conclusion of the Agreement on the provision of services by electronic means

1. Registration on the Website is free of charge.
2. The Agreement on the provision of services by electronic means is concluded with the Operator at the moment of correct Registration and acceptance of the Terms and Conditions through the marking of the corresponding box.
3. Correct Registration entails an Account being set up by the User using the User's Facebook.com or Google profile, or by the User providing an e-mail address, phone number, name and surname (login), and password.
4. By setting up an Account on the Website and accepting the Terms and Conditions, the User declares that:
 - a. the information provided there is complete, factual and does not infringe on any third-party rights;
 - b. they are of age and entitled to conclude a Service agreement;
 - c. they are a minor but have the consent of a legal guardian to conclude a Service agreement and, at the request of the Operator, will send a scan of the consent and written consent of the legal guardian to the Operator in accordance with the Terms and Conditions.
5. Upon the Account being set up, the Company sends an activation link to the e-mail address indicated by the User. Until the User clicks on the activation link, they will not be able to log back into the Account.
6. The User accepts the need to have an active e-mail address. This address is provided directly at the moment of Registration. The User has to monitor the provided e-mail address on an ongoing basis, and immediately update this information in their Account in case of a change.

7. The e-mail address is linked to the Account, constitutes a necessary form of User identification for the Operator and will be used for all correspondence related to the provision of Services.
8. The Company may refuse to create an Account, as well as block or remove an existing Account, if its name is already used on the Website, or if the Company receives legitimate, credible information that it is against the law, good morals, infringes upon the personal rights of third parties, the Company's legitimate interests or the provisions of these Terms and Conditions.
9. The User is not to disclose the password to their Account to any third party and is solely responsible for any damage caused by its disclosure.
10. The Agreement for the provision of services by electronic means is concluded for an indefinite period of time. Within a reasonable period of time after the conclusion of the agreement for provision of services by electronic means, but prior to the commencement of the Services, the Company will provide the User with confirmation of the conclusion of the service agreement on a durable medium.
11. A User can have only one Account on the Website.

§ 4

Technical requirements

1. In order to take advantage of the Website and its functionality, the following are needed: (1) computer or mobile device; (2) any Google Chrome web browser not older than version 62, or Mozilla Firefox not older than version 57, or newer with support for WebRTC, JavaScript and Cookies; (3) Internet access; and (4) an active Account on the Website; (5) minimum screen resolution of 1024 x 768 pixels. Internet access costs are borne by the User, also when using the Internet via a mobile phone. Users taking advantage of the Website using a mobile phone should familiarise themselves with the rates for data transfer (Internet connection) employed by their telecommunication operators.
2. The Operator uses cookies only to collect information related to the User's use of the Website, in particular to:
 - a. maintain the User's session (after logging on to the Website), thanks to which the User does not have to re-enter their password on each page of the Website;
 - b. adjust the Website to Users' needs; and
 - c. generate statistics for the Website's sub-pages.
 Detailed information on the use of cookies can be found in our Privacy Policy.
3. Use of the Website, except for viewing the Content contained there, is possible after Registration. The Registration and Account activation procedure is described in § 3 of the Terms and Conditions.

§ 5

Use of the Website and Course Activation

1. The Website is a language learning platform, on which Users can purchase packages with access to the Service (e.g. flexible package or cut-off package). A detailed description of packages for a given Course is available on the Website or they can be individually agreed between the Operator and the User. The Operator offers Users different types of lesson packages on the page for a particular Course, including the manner for using a particular package, as well as the price of the Course package. When entering into an Agreement with the Operator, the User is aware of the selection of the Course package, the number of available minutes, the duration of the Course and the price for the said Course.
2. The User takes advantage of the Courses on the Website in exchange for payment in accordance with current price lists provided on the Website or agreed individually with the User.
3. All prices quoted on the Operator's website are gross prices. The price of the package given on the Website is binding at the time of purchase of a particular Course by the User.
4. The activation of a given Course package (purchase of a specified number of lesson minutes for a certain time, to be used within a given Course package) may take place, depending on the sales channel used by the Company, as follows:
 - a. **Option 1:** the User (or their legal guardian) concludes an Agreement in writing with the Operator during a meeting at the Operator's premises or off premises. Upon payment for the Course being made by the User or their legal guardian within a specified deadline or immediately, and following Registration on the Website, the Operator will recharge the User Account with a specified number of minutes entitling them to take advantage of the Course.
 - b. **Option 2:** the User (or their legal guardian) concludes an Agreement with the Operator via telephone or e-mail. Upon acceptance of the package by the User, payment for the Course being made by the User (or their legal guardian) and following Registration on the Website, the Operator will recharge the User Account with a specified number of minutes entitling them to take advantage of the Course. Option 2 above also applies to the renewal of the Course (purchase of additional lesson hours within a given Course package).
 - c. **Option 3:** the User (or their legal guardian) purchases a Course on the Website upon acceptance of the Operator's particular Course package by:
 - i. getting acquainted with the offer and pressing the button confirming the order, and the need to pay;
 - ii. automatic redirection to an online payment service in order to make payment for the given Course package;
 - iii. acceptance of these Terms and Conditions by the User.
 Option 3 also applies to an extension of the Course's validity on the Website (the purchase of additional hours of lessons under a given Course package) or to subscription payments made by Users through them adding a credit card to their Account, from which a certain amount is collected each month for a given Course package (with the Account subsequently recharged with additional lesson hours under the Course package).
 - d. **Option 4:** after Registration and acceptance of the Terms and Conditions, the User takes advantage of the Course on the Website due to it being purchased by a third party acting as the payer for the Course (e.g. employer or based on a voucher).
5. Upon activation of the Course, the Operator will inform the User via e-mail or telephone.
6. Using their Account on the Website, the User may keep track of the terms of use of the Courses, the number of lesson hours remaining as part of the Course and the Course term.
7. As part of the package of minutes purchased as part of the Course, the User is entitled to have every lesson with any Teacher available on the Website.

8. In order to use the Service, the User should select the Teacher from the list of Teachers available at the moment of use of the Service.
9. In order to use the Service, the Operator, after Registration, allows the User to read the profile of each Teacher in order to match the Teacher's character to their preferences.
10. The User agrees to make available the sound and video in their computing device to the Website for the purpose of taking part in a lesson conducted under a Course with the selected Teacher.
11. The Operator provides the Service from Monday to Friday, on working days, between 9.00 and 22.00 Central European Time. By prior arrangement between the User and the Operator, the Service may also be made available on Saturdays and Sundays, as well as on public holidays.

§ 6

Payments for the Service

1. Subject to the provisions of the Agreement, the User makes payment for the Service via bank transfer or through the Website and the programme acting as intermediary in Internet payments - PayPro S.A. with its registered office in Poznań, ul. Kanclerska 15, 60-327 Poznań, NIP: 779-236-98-87, REGON: 301345068. Elavon Financial Services Designated Activity Company (Spółka z Ograniczoną Odpowiedzialnością o Wyznaczonym Przedmiocie Działalności) Polish branch with its seat in Warsaw, ul. Puławska 17, 02-515 Warszawa, Spółka PayPal (Europe) S.à r.l. et Cie, S.C.A. (R.C.S. Luxembourg B 118 349)
2. Upon payment for a given Course package, the User has the right to inform the Operator that they want to receive a VAT invoice documenting the sale of the Course.

§ 7

User's rights and obligations

1. The User is obliged to:
 - a. use the Website in a way that does not interfere with its functioning;
 - b. use the Website in accordance with the provisions of Polish law and the Terms and Conditions;
 - c. inform the Operator of any errors in Website operations;
 - d. not make any attempts to break the security of the Services used on the Website;
 - e. not modify, nor interfere in any way with the source code of the Website;
 - f. not interfere in databases available through the Website;
 - g. not modify in any manner the Service offered by the Website, trademarks, descriptions, other intellectual property rights or content contained on the Website;
 - h. not deliver, nor distribute content prohibited on the Website, especially during lessons, for example portraying: pornographic material, nudity, transparent clothing, lustful or provocative poses, intimate body parts (e.g. breasts or buttocks) or promoting violence, hate speech, content that is offensive or violating the right to privacy; in addition, comments, opinions, reviews and messages of the User must not contain content that is vulgar, offensive, unlawful and not in line with generally accepted social standards;
 - i. use the Services offered by the Operator in a way that does not inconvenience other Users, Teachers and the Company, respecting their personal rights and all their other rights;
 - j. not take any actions aimed at circumventing security or interfering with the stability and functionality of authorised servers or software of the Website;
 - k. use any Content contained on the Website solely for personal use. Use of the Content within a different scope is permitted only by express consent of the authorised person;
 - l. not to include Content or statements of an advertising or commercial nature, violating good morals or the good image of the Company or the Website;
 - m. provide only Content, to whose placement on the Website the User is entitled;
 - n. attend lessons with the Teacher in a professional, courteous manner and in accordance with the materials prepared by the Company or the particular Teacher;
 - o. not to enter into any relationships that are personal, business, intimate or contradictory with good morals with Teachers or other Users by means of or using the Website, or in connection with the use of the Website.
2. The User has the right to:
 - a. have uninterrupted access to the Website, subject to the provisions of the Terms and Conditions;
 - b. evaluate the Teacher after taking advantage of a particular Lesson as part of the Course;
 - c. withdraw from the concluded Agreement within 14 days from the date of its conclusion, subject to the provisions of the Terms and Condition or the Agreement concluded at the company's premises.
3. The User is not entitled to:
 - a. record or publish individual lessons or conversations with the Teacher forming part of the provided Service without the prior consent of the Operator;
 - b. use the Teacher's personal data for any purposes other than those specified in the Terms and Conditions.

§ 8

Operator's rights and obligations

1. The Operator is obliged to:
 - a. provide access to the Website at the time specified in the Terms and Conditions, unless circumstances described in the Terms and Conditions are met;
 - b. promptly repair defects in the provision of the Service reported by the User;
 - c. select Teachers who conduct lessons under the Service with due diligence.
2. The Operator has the right to:
 - a. temporarily, for a short period, take the Website offline for maintenance or to introduce modifications to the Website, or due to Force Majeure;

- b. send technical messages related to the functioning of the Website and performance of the Service, as well as new functionalities available on the Website to the e-mail address of an individual User;
- c. block Accounts of Users whose actions or omissions violate the provisions of generally applicable law or provisions of the Terms and Conditions.

§ 9

Operator's liability

1. The Operator is not liable for any of the User's actions.
2. The Operator is not liable for the outcome of learning English by means of the Services provided through the Website.
3. The Operator is not liable for any technical problems or technical limitations of the user's computer or mobile device that would prevent them from using the Website or the Service.
4. The Operator is not liable for any infringement of third parties' rights or damage to third parties due to or in connection with the User's conduct, in particular in the event of the User infringing upon the copyright and other intellectual property rights of third parties.
5. When selecting Teachers, the Operator will exercise due diligence stemming from the professional nature of its activities. In particular, the Operator performs a preliminary verification of the Teacher, which consists in conducting an interview, but the Operator does not verify the accuracy of the data provided by the Teachers in their profile on the Website.
6. The Operator does not bear liability for any interruption in the operations of the Website or any interruption in the provision of the Service due to Force Majeure, which is considered to be an unforeseeable event whose effects could not be prevented. In case of Force Majeure, the Operator is obliged to immediately inform the User about a break in the Service and provide a reason.

§ 10

Complaints

1. The User is entitled to lodge a complaint related to the provision of the Service by the Operator. The complaint may be lodged in writing at the address: Tutlo Spółka z ograniczoną odpowiedzialnością with its registered office in Kielce, address: ul. Leonarda 1/8, 25-311 Kielce or via electronic means to the e-mail address: kontakt@tutlo.pl.
2. The complaint should include the User's data and a description of the objections.
3. Within 14 days from the date of receipt of the complaint at the latest, the Operator will reply to the complaint and inform the User of further proceedings. In case the complaint is deemed justified, the Operator will inform the User of the proposed method of complaint handling. If the Operator ascertains that the complaint needs to be supplemented by the User, the Operator will contact the User immediately.
4. If the complaint is rejected, the User may refer the matter to their municipal or district (powiat) consumer ombudsman. Free information is provided by phone, e-mail or directly at the ombudsman's office. The address and telephone number of the relevant ombudsman can be found in the District (Powiat) Office or the City Hall, as well as on the website of the Office of Competition and Consumer Protection (UOKiK).

§ 11

Procedure for reporting unlawful Content

1. The User bears sole responsibility for the nature, correctness, completeness, accuracy, fitness for purpose and substantive nature of the Content submitted and for participation in the lessons. The Operator is not liable for any Content, subject to Art. 14 of the Act on the provision of services by electronic means. Content submitted does not express the views of the Company and should not be identified with its activities.
2. Should the User become aware of Content posted on the Website that is in violation of the Terms and Conditions, they should immediately report this fact by contacting the Operator at the e-mail address: kontakt@tutlo.pl.
3. It is forbidden to post on the Website any unlawful Content or Content that is related to unlawful activity, in particular Content:
 - a. that constitutes works within the meaning of the Act on Copyright and related rights, as well as a subject of related rights, or objects subject to industrial property rights within the meaning of the Act - Industrial property law (e.g. a trademark), if the User making them available through the Website is not entitled to use them in a manner allowing placement on the Website;
 - b. that leads to a violation of personal rights of natural persons or legal persons within the meaning of the Act - Civil Code (e.g. giving false information about a natural person or legal person, publishing an image of a third party without its consent);
 - c. that constitutes a violation of the applicable law, for example public incitement to hatred based on nationality, ethnicity, race, religion or lack thereof, or to commit a crime or offence, as well as offending religious beliefs within the meaning of the Act - Penal code;
 - d. that infringes on any other third-party rights.
4. Unless expressly stated otherwise, the User is not due any remuneration for placing Content on the Website.
5. The Operator reserves the right to restrict access to Content it has found, based on reports from third parties or relevant authorities, to be unlawful or linked to unlawful activities. Nevertheless, it should be noted that the Operator does not perform any prior or ongoing monitoring of the submitted Content.
6. In the event the submission of certain Content by the User on the Website leads to a breach of third party rights, applicable law or damage to a third party by the User or the Company acting in confidence of the User's representations made by accepting these Terms and Conditions, the User is required to cover damages suffered by the Company in connection with the said breach.

§ 12

Termination of the agreement on provision of services and withdrawal from the Agreement

1. The Agreement for the provision of services by electronic means can be terminated by either Party.
2. The User has the right to terminate the agreement for the provision of services by electronic means at any time by manually deleting their Account or terminating their use of the Service.

3. Subject to the provisions of the Terms and Conditions or individual Agreements concluded by the Users with the Operator, the User has, as a consumer within the meaning of the Civil Code, the right to withdraw from the Agreement without justification within 14 days from the date of its conclusion.
4. In order to exercise their right of withdrawal from the Agreement, the User should, within 14 days of its conclusion, send a withdrawal declaration form to the following e-mail address: kontakt@tutlo.pl. The User may take advantage of the template withdrawal declaration form posted on the Website.
5. The right to withdraw from the Agreement does not apply to a situation when the service began with the express consent of the User before the deadline for withdrawal from the Agreement and with the User being informed of their loss of the right to withdraw from the Agreement. In addition, after completing the entire Service, the User loses the right to withdraw from the Agreement.
6. The template for withdrawal from the Agreement constitutes **Appendix 1** to the Terms and Conditions. Use of the template is not necessary for proper withdrawal from the Agreement.

§ 13

Personal data protection

1. Each User has the right to have their privacy protected by the Operator. The Privacy policy is available on the Website and constitutes **Appendix 2** to the Terms and Conditions.
2. The Operator processes the User's personal data necessary for establishing, wording, modifying or terminating the Service agreement by the Operator and for the purpose of proper performance of the Services specified in the Terms and Conditions, in accordance with the Act of 18 July 2002 on the provision of services by electronic means. The User's personal data is processed in accordance with the security rules required by the law on personal data protection.
3. The Operator acts as the administrator of personal data and assures utmost diligence in personal data protection by observing technical and organisational data protection measures specified in the provisions of the law on personal data protection. The User's personal data is processed for the purpose of providing the Services, as referred to in the Terms and Conditions and for the legitimate purpose of the data administrator.
4. The User has the right to access their data, the right to request their rectification, the right to demand their removal, the right to limit processing, transfer, to state their opposition to data processing, as well as to withdraw consent for data processing, subject to the rules stemming from the data protection law. Data submission is voluntary, but the possibility to provide the Services is contingent upon it.
5. The Users' personal data may be used by the Operator for electronic transmission of commercial information originating from the Operator or third parties or through telecommunications terminal equipment, only after the User's express agreement to such use.
6. The Users' personal data will be transferred to third parties only to the extent necessary for the proper provision of the Service, i.e.:
 - a. in the event it is necessary to collect fees for use of the Website from the User; the data is then made available to the clearing house - Elavon Financial Services Designated Activity Company (Spółka z Ograniczoną Odpowiedzialnością o Wyznaczonym Przedmiocie Działalności) branch in Poland);
 - b. in the event that third parties are involved in providing the Service on behalf of the Operator in connection with the operations of the Website; in such cases, the Operator remains responsible for protecting the User's personal data;
 - c. in situations required by law.

§ 14

Dispute resolution

1. The User has the right to use non-judicial means of dealing with complaints and pursuing claims, including:
 - a. issuing a request to the voivodeship (regional) inspector of the Trade Inspection to initiate mediation proceedings on the amicable settlement of a dispute. Information on the mediation procedure is available at the offices and on the websites of individual Voivodeship Trade Inspection Inspectorates;
 - b. issuing a request to a permanent consumer arbitration court acting at the voivodeship inspector of the Trade Inspection for settlement of a dispute arising from the concluded agreement. A list of permanent consumer arbitration courts can be found on the website of the Office of Competition and Consumer Protection (UOKiK): www.uokik.gov.pl/wazne_adresy.php;
 - c. applying for free legal aid to the municipal (or district) consumer ombudsman or social organisation, whose statutory tasks include consumer protection, for example the Consumer Federation (Federacja Konsumentów) (www.federacja-konsumentow.org.pl).

Detailed information on out-of-court complaint and claim procedures, as well as rules on access to the said procedures, is available at the offices and on the websites of district (or municipal) consumer ombudsmen, social organisations, whose statutory tasks include protection of consumers, Voivodeship Trade Inspection Inspectorates and the Office of Competition and Consumer Protection.

2. The use of non-judicial means of complaint and claim handling is voluntary and may occur upon consent of both parties to the dispute.
3. If the parties do not reach an amicable agreement, courts in Poland will be competent to settle any disputes.

§ 15

Intellectual property

1. The Operator disposes of all property rights to any works on the Website, including educational materials.
2. Any copying, distribution and other use of Content contained on the Website without the prior written consent of the Operator is prohibited.
3. The User has no right to use commercially, sell, resell or otherwise transfer, copy, distribute or promote Content on the Website. The User will also not have the right to use the Content in a manner that requires a license to public use (playback).

§ 16

Final provisions

1. These Terms and Conditions apply indefinitely.
2. Information about modifications to the Terms and Conditions will be sent by e-mail or communicated through clear and express information on the Website, in both cases at least 14 days in advance. Modifications enter into force on the date indicated in the information referred to in this paragraph.
3. The Operator reserves the right to modify these Terms and Conditions for the following, important reasons:
 - a. if an amendment to the Terms and Condition is necessary due to a change in the provisions of universally applicable law - as necessary;
 - b. the fulfilment of an obligation resulting from a final judgement of a court or decision of administrative authorities;
 - c. in the event of changes resulting from security considerations, including those aimed at preventing the use of the Website in a manner contrary to the provisions of the law or these Terms and Conditions;
 - d. the introduction of significant changes in the functioning of the Website, including such resulting from technical or technological progress, including changes in the Operator's systems.
4. A User who does not accept the modifications introduced in the Terms and Conditions is entitled to terminate the agreement for provision of services by electronic means in accordance with §12 of the Terms and Conditions.
5. The Terms and Conditions, as well as agreements on provision of Services are subject to Polish law.
6. In matters not regulated in the Terms and Conditions, the provisions of the Act on the provision of services by electronic means, the Act on the protection of personal data, the Civil Code and other mandatory provisions of law apply.
7. Appendices to the Terms and Conditions form its integral part.

APPENDIX 1

TEMPLATE FORM FOR WITHDRAWAL FROM THE AGREEMENT
(to be completed and returned only in case of withdrawal from the sale Agreement)

Addressee:

Tutlo Spółka z ograniczoną odpowiedzialnością
ul. Leonarda 1/8
25-311 Kielce
e-mail kontakt@tutlo.pl

I hereby inform you of my withdrawal from the sale agreement concluded via the Website at the address www.tutlo.com.

Agreement conclusion date: _____

Consumer's name and surname: _____

Consumer's address: _____

Date and signature:

APPENDIX 2

1. Introduction

This document defines how Tutlo sp. z o.o. with its registered office in Kielce, address: ul. Leonarda 1/8, 25-311 Kielce, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court in Kielce, X Commercial Division of the National Court Register, under KRS number: 0000651245, REGON: 366126281, NIP: 6572927356, with a share capital: 6.000.00 tel: +48 22 247 20 45, e-mail: kontakt@tutlo.pl (“Tutlo” or “us”), acting as a personal data administrator, processes personal data of Users, as well as Teachers or Native Speakers conducting lessons in the European Union (hereinafter: Teachers) as part of providing Services on the Website.

By personal data we mean information about an identified or identifiable natural person.

Any capitalised terms in this Policy have the meaning assigned to them in the Terms and Conditions for provision of services by electronic means by tutlo.com and tutlo.pl.

If you have questions regarding this Policy, please send us an e-mail to kontakt@tutlo.pl.

2. Collection and use of Personal Data

When you sign up on the Website or use the Services, you entrust us with your personal data. Tutlo defines the data that is needed to provide services by electronic means.

Tutlo may process the following personal data, which may vary according to the type of Services rendered: name, surname, gender, e-mail address, telephone number, credit or debit card number, bank account number, home or residence address, mailing address, if different from your home address, instant messaging address, contact address in social media, IP address. In addition, we hold certain information generated in connection with your use of the Website, such as your favourite Teachers, User (or Teacher) content placed in your Account and similar. If you use the Services through a mobile device, we also store the unique number of this device.

The above-mentioned information is used by us for establishing, wording, modifying or terminating the Service agreement and only for the purpose of proper performance of the Services specified in the Terms and Conditions. Personal data is also processed in order to calculate the fees owed to content owners and to improve our Website.

Personal data is processed in accordance with the security rules required by relevant laws on personal data protection. As personal data administrator Tutlo is responsible for securing them in accordance with laws on personal data protection. The User (or Teacher) has the right to access their data, the right to request their rectification, the right to demand their removal, the right to limit processing, transfer, to state their opposition to data processing, as well as to withdraw consent for data processing, subject to the rules stemming from the data protection law.

Data submission is compulsory in accordance with the provisions of the Act of 18 July 2002 on providing services by electronic means and necessary for the implementation of the Agreement and Services. By registering on the Website and using the Services you agree to Tutlo's use of your personal data in accordance with the rules set forth in this Policy.

Tutlo is not responsible for any actions of third parties related to the content or scope of the personal data, or for the consequential damage.

3. Providing information to third parties

We will not provide your personal information to any third parties except in the following cases:

- a) if you have given us permission to make such data available; this may be due to, for example, the use of Facebook or Google (described in detail in point 7 below) or others;
- b) when it is necessary to collect fees for use of the Services from you; we then share your personal information with the entity making the settlements;
- c) when we engage third parties to provide services on our behalf in connection with the Website (both third parties affiliated with Tutlo and independent); in such cases we remain responsible for protecting your personal data and ensuring that its processing is conducted in compliance with this Policy and applicable laws;
- d) in situations required by law.

In no case will we resell your personal information to third parties or allow third parties to access your personal data for the purposes of these third parties without your consent.

4. Communication

If you have provided us with your email address or telephone number, we will use this contact information only for the purposes of communication related to the provision of our Services. Such communication will include documents related to payments, information on changes in the terms of use of the Website, Service provision and information on changes made to the Agreement with the User (or Teacher) and to this Policy.

We will not use your contact information to send you information about services provided by third parties.

If permitted by applicable law or if you have clearly expressed consent, we will contact you via telecommunication terminal devices or send our newsletter or other information to you by electronic means. You can inform us at any time at kontakt@tutlo.pl, if you do not wish to receive such information any longer. Withdrawal of consent for marketing or trade does not impact the legality of the right to processing that occurred prior to withdrawal of consent.

5. Server log files

Use of the Website and visits to the Website are registered in server log files. These files contain the IP address of the device you use to access the Service, including when you take advantage of the service and what sources you use. If the User (or Teacher) is logged in, the files may also contain references to the User.

Server log files are used to generate anonymised usage statistics for the Website, to be shared with content owners and used for analysing use of the Website.

6. Cookies

When you visit our Website, we may send cookies to your computer or the device that you use. We use cookies to provide login functionality, remember your preferences and see how you use the Website.

Cookies are used to identify and properly assign historical data, as collected during previous visits to the Website.

We use both temporary (single session) and persistent cookies. You may remove cookies from your browser at any time or block cookies from being placed on your device, but this may affect the functioning of our Website or even block it.

Tutlo allows collection of data about activities on the Website using the services of advertising vendors, including cookies from Google AdWords and Facebook Ads. This means that we'll be displaying ads for you on the Internet, using existing networks that facilitate this type of advertising. As always, we respect your privacy and do not collect any personally identifiable information when using programmes from Google, Facebook or any other entities.

In addition, you have the option to manage cookies manually. Exact settings vary depending on the browser used. Below you will find instructions for managing cookies:

a) Internet Explorer <https://support.microsoft.com/en-us/help/17442/windows-internet-explorer-delete-manage-cookies>

b) Mozilla Firefox <https://support.mozilla.org/en-US/kb/cookies-information-websites-store-on-your-computer>

- c) Google Chrome <https://support.google.com/chrome/answer/95647?hl=en>
d) Opera <https://www.opera.com/help/tutorials/security/privacy/>

7. Integration with third-party services

Google Analytics: We use Google Analytics provided by Google (Google Inc, US) to generate anonymous statistics on the use of our sites.

Yandex.Metrica: We use Yandex.Metrica provided by Yandex (Yandex LLC) to generate anonymous statistics on the use of our sites.

Mailchimp: On our web pages we use integration with the Mailchimp system employed for sending mailings. The system is provided by: The Rocket Science Group, LLC.

Callpage: On our websites we integrate the CallPage platform to order calls from Tutlo platform consultants. Callpage is provided by CallPage sp. z o.o.

8. Personal data protection

We keep your data safe, on secure and protected equipment. Only a limited number of our staff have access to this equipment; these are only people with special access rights to your personal data.

9. Personal data retention

We will keep your personal data only for the period required to provide the Service under the Agreement and to perform the tasks set out in this Policy, or for the period of time specified by law. When it is no longer necessary to store your data, it will be removed or anonymised in a secure and permanent manner, or access to it will be blocked to the extent required by applicable personal data retention laws.

10. Detection of non-compliant use of the website

If there is a suspicion of abuse of the rules for use of the Website, we will be entitled to combine data collected in accordance with this Policy with other available information in order to identify the abuse and the person responsible.

11. Legal compliance

We always treat personal data in the manner set out in this Policy. We always act in accordance with the relevant regulations governing the protection of personal data.

12. Rights of Users and Teachers

We want your data to be processed in a reliable manner and for you to always get information from us on how we use your data. We want you to know that you have the right to:

- request that we provide you with more information about how personal data is used,
- request that we allow you access to your data and provide you with a copy of the data you have given us,
- obtain in a structured, commonly used machine-readable format, personal data that you have provided to us and - if it is technically possible - request that the data be transferred to another administrator without hindrance if its processing is based on consent or agreement and in an automated manner,
- demand that we correct any inaccuracies in the data we have,
- demand that we delete any data for which we no longer have a legal basis,
- demand a restriction on data processing, e.g. for the time the complaint is processed,

Additionally, if you have any doubts about how we process your personal data, you can file a complaint with the supervisory body, ie the President of the Office for Personal Data Protection (complaint form is available at www.uodo.gov.pl)

13. Contact details

If you have questions about the personal data we store, want us to correct them (update), delete, restrict processing, object to data processing, transfer your data, or would like to withdraw consent for their processing and similar, contact us at: kontakt@tutlo.pl.

14. Modifications to the Privacy Policy

The Website and our Services are subject to continuous improvement; changes in service provision in the future may affect what data we store and how we process it.

This Policy may be updated to reflect such changes, changes to applicable laws or improvements to our data processing. Information about modifications to this Policy will be sent by e-mail or communicated through clear and express information on the Website, in both cases at least 14 days in advance. Modifications enter into force on the date indicated in the information referred to in this paragraph. A current version of the Policy is available on the Website.

Terms and Conditions for the provision of services by Lectors for the website tutlo.com

I. General provisions

1. This document regulates the terms and conditions for the use of tutlo.com by the Lectors, the principles of the provision of services by the Lectors for the Website, the rights and obligations of the Operator and Lectors associated with the provision of services within the Website electronically.
2. Each Lector at the time of registration is required to read the contents of these Terms and conditions, and may take further actions after prior consent and approval of all its provisions.
3. Within the scope of services provided electronically, this document constitutes the terms and

conditions referred to in Article 8 of the Act of July 18, 2002 on electronic provision of services (hereinafter "AEPOS").

4. The terms used in these Terms and conditions have the following meanings:

- a) **The Operator or the Company** - is the company Tutlo Spółka z ograniczoną odpowiedzialnością (limited liability company) with its seat in Kielce, at ul. Świętego Leonarda 1/8, 25-311 Kielce, Poland, entered into the register of entrepreneurs of the National Court Register kept by the District Court in Kielce, 10th Commercial Division of the National Court Register, under KRS number 0000651245, Tax Identification Number (NIP): 6572927356, Business Statistical Number (REGON): 366126281, email: kontakt@tutlo.pl. Addresses and phone numbers listed in this definition are also given for the purposes of contact with the Company;
- b) **Account (Lector's Account)** - is the individual electronic account within the Website, assigned to a particular Lector after Registration in order to use the Services within the Website;
- c) **Lesson** - is a conversational lesson conducted by the Lector in English or any other language of the Lector, based on the teaching materials developed by the Company or particular Lector through the Website with the use of image (video) and sound (audio), which is conducted with the presence of the User and Lector and protected by copyright law with a specific topic. Suggested lesson time is 20 minutes, provided that the Operator does not specify rigidly the duration of each lesson. Lesson conducted by the Lector cannot be downloaded, stored or made available by the Lector on any terminal equipment;
- d) **Lector** - is a natural person, a native speaker (person speaking in the native language) of English or any other language, conducting Lessons for Users or other Lectors through the Website; Lectors below the age of 18 shall submit a written consent of the legal guardian to act as a Lector in the Website;
- e) **Terms and conditions** - are this document regulating the terms and conditions for the provision of services by Lectors for the Website;
- f) **Terms and conditions of the Website** - is a document regulating the terms and conditions for the provision of services within tutlo.pl;
- g) **Registration** - is a one-time operation, consisting of creating an account by the Lector, performed with the use of an account on Facebook.com, Google or via email address, name and password;
- h) **Website** - website available at tutlo.com;
- i) **Content** - is all kinds of textual and graphical data, audio files (e.g. recordings), audiovisual files (e.g. videos, movies, multimedia objects, recordings of the Lectors, video courses), information unprotected by copyright, as well as comments, reviews and ratings posted by the User or Lector on the Website; any additional attachments, files or materials that are included in the Content are its integral part;
- j) **Service** - enabling the Users to benefit from the Lessons of English or any other language, conducted on the basis of the teaching materials developed by the Operator or the Lector through the Website with the use of image (video) and sound (audio);
- k) **User** - is a person who uses the Services provided by the Operator through the Website under the Terms and conditions of the Website.

5. In matters not regulated herein, the provisions of the Terms and conditions of the Website shall apply.

6. Any capitalized terms in these Terms and conditions have the meaning given to them in the Terms and conditions of the Website, unless otherwise provided for herein.

II. Technical Requirements and Registration

1. In order to obtain the status of a Lector and use the functionalities of the Website the following is required: (i) a computer; (ii) any Internet browser: Google Chrome version not older than 54, or Mozilla Firefox version not older than 49; (iii) access to the Internet; and (iv) active Account on the Website. Internet access costs are borne by the Lector, also in the case of using the Internet via a mobile phone. Lectors using the Services on a mobile phone should familiarize themselves with the rates of transfer (Internet connection) used by telecommunication operators.

2. Using the Website is possible provided that the ICT system used by the Lector meets the following minimum technical requirements:

- a) Google Chrome version 54 or newer with enabled WebRTC, JavaScript and Cookies; or
- b) Firefox version 49 or newer with enabled WebRTC, JavaScript and Cookies,
- c) Minimum screen resolution is 1024 x 768 pixels.

3. The operator uses cookies only to gather information related to the use of the Website by Lector, in particular in order to:

- a) maintain the Lector's session (after logging into the Website), thanks to which the Lector does not have to enter a password on every subpage of the Website;
- b) adapting the Website to the needs of the Lectors; and
- c) creating viewing statistics of the subpages of the Website.

Detailed information on the use of cookies can be found in the Privacy Policy.

4. The use of the Website, except for viewing the Content and advertising, is possible after Registration. The procedure of Registration and Lector's Account activation is done using an account on Facebook.com, Google or by giving by the Lector their email address, name and password.

5. To create an Account on the Website and use the Services, a Lector must be at least 18 years of age.

6. In order to complete the Registration correctly, necessary are Lector's actions consisting in completing and accepting the registration form made available on one of the pages of the Website, after filling out its respective fields. Upon properly filling out the registration form, the Account on the Website is created. The User then receives in his inbox an email message from the Company with a link to complete the registration process. Correct click on the link will automatically confirm the registration and log into the Website, causing the end of the registration process.

7. During the Registration procedure, the Lector is required to provide correct information. The Lector is responsible for providing incorrect information. If it is determined that the data provided by the Lector are incorrect, the Company has the right to block the Account and unregister him from the Website, and the Lector will be notified about

this by the Company via email. The Company is not liable for damage resulting from providing incorrect information. Data provided by the Lector must be true for the entire period of use of the Website. The Lector may at any time modify his data in the Website. The Lector does not have the right to share his Account with third parties or use Accounts of other Lectors.

8. Registration on the Website is free of charge.

9. The Lector can only have one account on the Website.

10. In order to obtain the status of the Lector on the Website, Registration and positive verification of the Lector by the Company are required. Verification is done through conversation in the Lector's language with an employee of the Company. After positive verification on the Website, a person obtains the status of Lector on the Website and has the ability to conduct Lessons with the Users.

11. The Company, after prior settlement with the Lector and fulfillment of the obligations, shall have the right at any time and without giving reasons to terminate cooperation with the Lector.

III. Using the Website

1. The contract for the provision of electronic services in the form of making the ICT tools available (resources of the Website, Account) to store the Content, the integral part of which are these Terms and conditions, shall be concluded upon successfully completing the Registration process on the Website by the Lector. Such agreement is concluded for an indefinite period.

2. The Company reserves the right to modify the technical manner of providing the Services, according to the scope and conditions resulting from its powers, and according to the technical capabilities, without compromising quality, and without prejudice to the rights and obligations of the Company and the Lector.

3. Each registered Lector has the right to:

- a) update the information contained in the Account;
- b) delete the Account and personal data;
- c) view User profiles and communicate with them through internal messages and direct conversations with the Users within on-line Lessons (*streaming*);
- d) self-determine the hours that he/she is available in for the Users and determine the time of his/her availability;
- e) assess the knowledge of the Users at the end of the Lesson.

4. Operator reserves that inadmissible photos, comments, messages, descriptions or assessments may be removed from the Website without warning, and Accounts blocked without warning.

IV. Payment

1. The Company makes every effort to make the settlement with Lectors in two-week or monthly billing cycles after individual agreement with the Lector.

2. Lectors are paid according to the rates fixed individually with the Company for every minute worked on conducting Lessons with the Users. The minimum amount of the remuneration in a given billing cycle is the equivalent of the amount for conducting Lessons of at least full 180 minutes.

3. Rates for minutes worked are set individually by agreement between the Company and the Lector. The Operator reserves the right to change the rates at any time, the information about each rate change will be sent to the Lector via email.

4. Settlements for conducted Lessons will be made on the basis of reports indicating the number of minutes worked by the Lector with the Users during Lessons. On this basis, the Company will calculate the remuneration due to a particular Lecturer. Upon request of the Lector, the Company will provide him/her with a report on the conducted Lessons.

5. Settlement with the Lector is based on an accounting document containing full personal data of the Lector, in particular address and country of tax residence. Lector undertakes to provide true personal data. The document confirms the number of minutes of lesson conducted with the Users and the amount receivable. Proposal of the accounting document along with the settlement will be issued by the Company to the Lector. Upon receipt of a proposal of the accounting document, the Lector is obliged to return the scan of the signed document to tutor@tutlo.pl in order to settle the conducted Lessons with the Users. The Company shall pay the remuneration after receiving a scan of the signed document.

6. The Lector declares that he/she understands that he/she is solely responsible for the proper settlement and payment to the competent authorities of all taxes, including income tax on natural persons in connection with the performance of activity for the benefit of the Company.

7. Payment of remuneration by the Company to the Lector for conducted lessons will be done (1) by bank transfer to the bank account indicated by the Lector; or (2) by electronic payment implemented using PayPal to the Lector's account in this service. The possibility to use a given payment method is up to the Company. Terms of on-line payments are governed by the regulations of the entities through which the payment data is made by the Company. The Operator shall not be liable to the Lectors for the payments made. Complaints related to technical irregularities associated with payments should be made directly to the entities through which payment data is implemented by the Company.

8. The Operator reserves the right to non-payment to the Lector, if the Lector does not issue to the User, after each finished Lesson, an opinion about the User, strong and weak sides of the User's use of language observed during the Lesson, with recommendations as to the strengthening of specific language skills.

V. The rights and obligations of the Company and Lectors

1. The Lector undertakes to:

- a) not attempt to breach the security of the services on the Website;
- b) not modify or interfere in any way in the software source code of the Website;
- c) not interfere in the database available through the Company Website;

- d) not modify any services of the Website, trademarks, descriptions and other data and objects of intellectual property rights contained on the Website;
- e) use the services offered by the Company in accordance with the law, the Terms and conditions, as well as customs adopted in the field;
- f) not produce and pass on content prohibited on the Website, in particular during Lessons, such as those depicting: pornography, nudity, transparent clothes, lewd or provocative poses, the close-ups of private body parts (e.g. breasts or buttocks), or promoting violence, inciting to hatred, offensive or infringing the right to privacy. Furthermore, comments, reviews, ratings and messages of the Lector cannot include content that is vulgar, abusive, illegal and breaching the generally accepted social norms;
- g) use the Services offered by the Operator without major inconvenience to other Users, Lectors and the Company with respect to their personal property and all their rights;
- h) use the Services offered by the Operator without disrupting operation of the Website, in particular through the use of specific software or equipment;
- i) refrain from any action designed to circumvent security or disturb the stability and functionality of authorized servers or software of the Website;
- j) use any Content posted on the Website only for personal use. Use of the Content for other purposes is allowed only on the basis of expressed consent given by an authorized person;
- k) not post Content or opinions having advertising or commercial nature, breaching good manners or good image of the Company or the Website;
- l) deliver only the Content to which the Lector is entitled on the Website;
- m) conduct Lessons in a substantive, attentive, understandable to the user way as well as compatible with the materials developed by the Company or the Lector;
- n) post, after each completed Lesson, opinions about the User, strong and weak sides of the User's language observed during the Lesson, with recommendations as to the strengthening of specific language skills;
- o) not enter into any private or intimate relationships or relationships contrary to morality with the Users or other Lectors through or using the Website, or as part of and in connection with the duties of the Lector.

In case of failure to meet the obligations set out in this clause, the Company reserves the right to suspend the payment of remuneration for services rendered, recognizing their quality as differing from the Terms and conditions. At the same time, the Lector acknowledges that in the event his/her actions, resulting from the breach of the Terms and conditions, will take on the nature of a tort, the Company will notify the relevant services by giving them data of the Lector.

2. The Lector acknowledges and agrees that the Company:

- a) establishes principles and parameters of the sale and distribution of Lessons;
- b) determines the distribution model of Lessons;
- c) may at any time stop the sale of Lessons without giving reasons.

3. The Company undertakes to:

- a) cooperate with the Lector within performance of the Lector's duties;
- b) pay the remuneration under the terms set forth in the Terms and conditions;
- c) post on the Website and share with Lectors reports from Lessons;
- d) inform the Lector, if necessary, of any notes, comments and opinions of the Users concerning him/her;

4. The Lector acknowledges and accepts that Users can post on the Website opinions on Lessons conducted by Lector, his/her skills, strengths and weaknesses of teaching, communication skills, etc.

5. The Lector agrees to receive from the Operator any information, notifications and alerts concerning the Website and its functioning.

6. The Lector may at any time cease to perform the function of Lector, however it cannot be done during a Lesson or an obligation to carry it out with the User.

VI. The procedure for reporting illegal Content

1. Lector is solely responsible for the nature, accuracy, completeness and usefulness as well as substantive character of the Content posted by him and of conducted Lessons. The Operator does not assume any responsibility for the Content, subject to Article 14 of the AEPOS. The posted Content does not express the views of the Company and should not be equated with its activities.

2. In the case of adoption by a third party of information about the fact of inclusion on the Website of Content infringing Terms and conditions, it shall immediately report such fact by contacting the Operator at the following e-mail: kontakt@tutlo.pl.

3. It is forbidden to post unlawful Content on the Website, or Content which is linked to illegal activities, in particular the Content which constitutes:

- a) works within the meaning of the Act on copyrights and related rights or objects of related rights, as well as objects of industrial property rights within the meaning of the Industrial Property Law Act (e.g. trade mark), in the case when providing them through the Website the Lector is not entitled to use them in a way that allows their inclusion on the Website;
- b) violation of personal rights of natural or legal persons within the meaning of the Polish Civil Code (e.g. false information about a natural or legal person, placing the image of a third party without its consent);
- c) violation of applicable laws, including public incitement to hatred based on nationality, ethnicity, race, religion or due to lack of religious beliefs, crime or misdemeanor, as well as insulting religious feelings within the meaning of the Polish Penal Code;
- d) violation of any other rights of third parties.

4. Unless otherwise expressly provided, the Lector is not entitled to any remuneration for the inclusion of Content on the Website.

5. The Operator reserves the right to prevent access to the Content, which, based on reports by third parties or relevant authorities, are considered to be unlawful or associated with illegal activity. However, it should be

kept in mind that the Operator shall not conduct prior and current control of the posted Content.

6. If, as a result of the inclusion by the Lector on the Website of the Content, there is a breach of third party rights or applicable laws or such action causes a third party damage by the Lector or the Company acting in reliance on the statements of the Lector submitted by accepting these Terms and Conditions, the Lector is required to completely cover the losses suffered by the Company as a result of the breach.

VII. Intellectual property rights

1. The Lector hereby grants the Company a non-exclusive, valid indefinitely, transferable, unlimited territorially and royalty-free license to use any materials, video or audio recordings of audiovisual content, descriptions, ratings, comments, codes, data or files provided to the Company by the Lector or posted by the Lector on the Website (hereinafter the "Works"). In the event that during the term of this Agreement it will be necessary to use additional material, codes or data, the Lector will give the Company a non-exclusive, transferable, unlimited territorially and royalty-free license to use such materials, codes or data on the principles and in the manner specified in these Terms and conditions.

2. The license covering the Works or any of its components includes the right to:

- a) public screening, displaying and playing of Works or their components, regardless of the exhibition place, as well as public sharing in such a way that everyone can have access to them in a place and time individually chosen by them;
- b) market, lend and rent the original or copies;
- c) introduce to computer memory and servers of computer networks, post on the Internet, including on websites owned by the Company and Intranet websites;
- d) share within the scope of any telecommunication services using any systems and devices (including mobile phones, desktop or laptop computers, as well as transfers using any available technologies, e.g. GSM, UMTS, etc., by means of telecommunication data transfer networks);
- e) determine the names of the Works or any of their components, under which they will be used or distributed, including trade names;
- f) use the Works or any of their components and the technical documentation for the purpose of marketing or promotion, including advertising, sponsorship, sales promotion, and to designate or identify products and services and other manifestations of economic activity, as well as for educational or training purposes;
- g) decide on all aspects of commercial and marketing use of the Works or any of their components.

3. Granting the License includes the authorization to exercise by the Company the related rights, as well as the exclusive right of the Company to grant permit for the exercise of related copyrights, in particular on the introduction without the prior consent of the Lector, including translation, adaptation, re-arrangement or any other change and adaptation in relation to the Works, dividing them into parts and combining with other works and using such works in all fields of use specified in this section.

4. The Company is entitled to use the Works or any of their components, provided that the authorship is indicated, i.e. the first name, surname and pseudonym (if any) of the author of the Works is mentioned.

5. The Lector declares that the Works are the result of his work and that he holds all copyrights and the right to issue and distribute it is not limited, in particular, does not infringe the rights of third parties, and also ensures that the disposition of the Works and then using them by the Company does not infringe any intellectual property rights, in particular copyrights, patents, trademarks, database rights and trade secrets of third parties.

7. The Lector hereby authorizes the use of his image, name or pseudonym (if any) by the Company in connection with the creation of the Works, conducting Lessons and posting photos on the Website, including for promotional, advertising and marketing purposes. The remuneration referred to in the Terms and Conditions includes permission to use the image, which the Lector hereby confirms. In particular, by placing photos by the Lector on the Website, he agrees for the use of his image by the Company on the Website as well as for advertising and marketing on the Website, on the materials, brochures, leaflets and other publications prepared by the Operator concerning the Company and the Website.

6. The Lector represents and warrants that in case of lodging by a third party any claims against the Company related to the intellectual property rights to the Works, the Lector is committed to take all possible factual and legal actions to protect the Company against these claims. The Lector will be required to repair the damage incurred by the Company in connection with claims relating to intellectual property rights to the Works.

7. In the case of a third-party claims against the Company, referred to in paragraph 6 above, the Company shall promptly inform the Lector thereof.

VIII. Liability

1. The Operator is not responsible for technical problems or limitations occurring on the hardware, terminal device, the ICT system and telecommunications infrastructure used by the Lector which makes it impossible for the Lector to correctly use the Website and Services offered.

2. The Lector is solely responsible for ensuring technical compatibility between the hardware or terminal equipment and ICT or communication system used to access the Website, and the Website.

3. The User is responsible for the acts or omissions of a third party to whom he grants permission to use the Service, as for the acts or omissions of his own.

4. The Operator is not responsible for:

- a) the loss of data or other damage of the Lector due to hardware or system failure or other circumstances for reasons not attributable to the Operator;
- b) the effects of the use of the Website by the Lector in a manner inconsistent with the applicable law, the provisions of the Terms and conditions or customs adopted in this area;
- c) speed of data transfer and associated restrictions, which are the result of circumstances of a technical, technological or infrastructural nature;
- d) the content of any comments of the Lector, which are posted through the Website.

5. The Operator is not responsible for the unavailability of the Website due to force majeure, as well as actions or omissions of the Lector or any third party for whose acts or omissions for which the Lector is responsible.

IX. Confidentiality

1. The Lector agrees to keep confidential and not to disclose to any third parties, without prior written consent of the Company, any confidential information of the Company and any information which by its nature must be kept confidential and any information relating to the Users' personal information, business information, technical, technological and other information of a confidential nature concerning the Company or the execution of the Lector's function („Confidential information“).
2. Confidential Information of the Company may be used by the Lector only to implement the provisions of the Terms and Conditions.
3. The obligation to maintain the confidentiality of Confidential Information refers to information disclosed to the Lector in connection with the performance of the Agreement, in written or oral form or in any form otherwise recorded (including in the form of presentations, drawings, videos, documents in electronic form). The Lector is also responsible towards the Company for maintaining the secrecy of this information by third parties, which he uses.
4. The obligation of confidentiality is unlimited in time and continues even after the termination of his functions as a Lector (for whatever reason).

X. Complaints and reporting of violations of the law

1. The Operator will make every effort for the Website and all Services available to operate continuously without interruption and faults.
2. The Operator reserves the right to suspend or terminate the provision of Services, in particular due to the need of providing maintenance of the Website, maintenance or expansion of the technical base of the Website, with the reservation that it does not infringe the rights of the Lector.
3. The Company shall take up activities to ensure fully correct operation of the Website, to the extent it results from the current technical knowledge and undertakes to remove, within a reasonable time, the irregularities that have been appropriately reported by the Lectors.
4. In the course of using the Website, the Lector is required to immediately notify the Operator of any irregularities, defects or other interruptions in the functioning of the Website.

XI. Data protection

1. The Operator process the personal data of Lectors who conducts their lessons on EU territory in accordance with Regulation 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 (GDPR).
2. Each Lector has a right to protect his privacy by the Operator. Privacy Policy is available on the Website.
3. The Operator process the data of Lectors which are necessary to:
 - a) form, change or delete agreement between the Operator and the Lector,
 - b) proper Services delivery which are determined in Terms and Conditions,
 - c) protect the Operator's purposes for the legal interests (e.g. to exercise or defense of legal claims).
 The personal data are processed in accordance with safety principles which are determined by data protection provisions.
4. The Operator is the controller of each Lector's personal data. The Operator exercises due diligence in data protection by respecting organizational and technical measures which are required by data protection provisions.
5. Due to GDPR the Lector has a right to have access to his personal data, rectification of his personal data, a right to erasure or restriction of processing, a right to portability of his personal data and to object processing his personal data and to withdraw his consent subject to data protection provisions. Providing the personal data is voluntary but necessary to Service delivery.
6. The personal data can be use by the Operator or third parties to send commercial information electronically, only if the Lector has given separate and clear consent for such using.
7. The personal data will be transferred to third parties only if it is necessary to proper Service delivery i.e.:
 - a) paying the Lector the rate which is fixed individually,
 - b) involving third parties services, which are needed to deliver Services on behalf of the Operator including operation of the Website,
 - c) requirement of legal provisions.

XII. Final Provisions

1. The recognition of individual provisions of these Terms and conditions in the manner provided by law as invalid or ineffective, does not affect the validity or enforceability of the remaining provisions herein. In place of the invalid or ineffective provision, a provision shall be applied which is closest to the purposes of the invalid or ineffective provision and the entire Terms and conditions and at the same time consistent with the applicable law.
2. In matters not regulated herein, the provisions of the Polish law shall be applicable.
3. All disputes shall be resolved amicably. If the parties fail to reach an amicable agreement, a common court in Poland shall be applicable to all disputes.
4. The Company has the right to change the terms of these Terms and conditions. The change is valid from the 8th day after making the new Terms and conditions for providing services by the Lectors for tutlo.com available on the website by the Operator. The Company shall notify of the introduction of the changes by posting a notice on the Website under the link "Terms and Conditions of provision of services by Lectors for tutlo.com ". If the Lectors start to use the Website before the entry into force of amendments to the Terms and conditions, the current provisions of Terms and conditions shall be applicable.
5. The current Terms and Conditions are published on the Website in a manner enabling its storage and multiple use in the ordinary course of operations.

