

Terms and Conditions

§1. Definitions

1. **Best Brain** – Best Brain Edukacja Sp. z o.o. with registered office in Warsaw (01-927), ul. Żółwia 22 office 73, entered in the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under KRS [National Court Register] number 0000748693, NIP: [Tax identification Number]: 1182180786, REGON [Polish National Official Business Register]: 381309720, share capital: PLN 5,000.00.
2. **Paynow** – online payment agent managed by mBank S.A. with registered office in Warsaw, ul. Senatorska 18, entered in the Register of Entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, XII Commercial Division of the National Court Register under KRS number 0000025237, NIP: 526-021-50-88, paid up share capital amount to PLN 169,401,648 as at 01.01/2020.
3. **Stripe.com** – international web service supporting card payments, run by Stripe Inc. domiciled at 510 Townsend Street San Francisco, CA 94103, USA.
4. **Group Course** – Best Brain group course - discover your genius, dedicated to children aged from 9 to 18, conducted via the Internet by a certified Best Brain trainer.
5. **Individual Course** – Best Brain individual course - discover your genius, dedicated to children, conducted via the Internet by a certified Best Brain trainer.
6. **Group** – group of Clients the classes for which are run by Best Brain on a set day of the week and at the set time.
7. **Website** – <https://www.sklep.bestbrain.education/>
8. **Contract** – contract between Best Brain and the Client, concluded:
 - a) In the course of a Group Course - during the payment process. The content of the contract is displayed to the Client after the form available on the Website is completed.
 - b) In the case of an Individual Course - after the payment process (the content of the contract is sent to the e-mail address specified in the form by the Client)

9. **Client / User** – a natural person, legal person or organisational unit without legal personality granted legal personality by the law.

§2.

General Provisions

1. These Terms and Conditions contain, in particular, provisions regarding the terms of purchase and performance of the Services, filing and handling complaints as well as withdrawal from the contract.
2. The entity providing the Services is Best Brain who can be contacted by e-mail to finanse@bestbrain.pl or in writing to the address: Best Brain Edukacja Sp. z o.o. ul. Żółwia 22 office 73 Warszawa (01-927) or calling +48 502 922 442.
3. For the purpose of proper use of the Website as well as pages via which the Services are to be provided, a device with an Internet browser, Internet access and an active e-mail account are required.
4. Every User is obliged to use the above pages according to the commonly governing law and principles of community life.

§3.

Access Purchase

1. Participation in the course requires purchase of Access by the Client via the Website.
2. In the case of a Group Course, the group is joined after the payment is made via the Website. Information on the Group selection method will be sent to the Client to the e-mail address provided in the process of registration, immediately after payment for the Service.
3. In the case of an Individual Course, the date of first classes will be agreed by e-mail or telephone after the reservation fee is paid. The reservation fee for the individual course is refunded in full if the Client resigns from the course after the first classes.
4. All prices quoted on the Website are denominated in Polish zlotys (PLN) or Euro (EUR) or United States dollar (USD).

5. The initial fee for the Services is to be paid by the Clients via Paynow or Stripe, and subsequent payments shall be made in compliance with the Contract.

6. After the Service is paid for, Best Brain will send a VAT invoice to the e-mail address provided in the registration process or to the panel www.sdp.bestbrain.pl.

§4.

Complaint Handling

1. All complaints regarding the functioning of the Website and pages via which the Services are provided as well as regarding the provided Services can be filed electronically or in writing to the addresses specified in Clause 2.2 of these Terms and Conditions.
2. The complaint must contain at least the User's identification data and a description of the filed request.
3. Complaints shall be handled by Best Brain within 14 days from receiving them.

§5.

Withdrawal from the Contract

1. According to Art. 27 of the Act on Consumer's Rights, a Client who concludes a contract remotely or outside the premises of the enterprise can withdraw from it within 14 days without cause and without any costs, subject to the following:
 - a) If the client received materials sent by postal mail within 14 days from conclusion of the contract, the Client is obliged to return the materials to Best Brain in an intact condition. The shipment cost is charged to the Client.
2. If the Client wishes to exercise the right referred to above, the Client can send the relevant notice to the following e-mail address: szkola@bestbrain.pl. In such a case, Best Brain shall refund the fee paid by the Client in full to the account specified by the Client or using the same payment method as the one used to purchase the Service.

§6.

Liability

1. Best Brain is responsible for ensuring proper technical functioning of the Website and pages via which the Services will be provided.
2. Best Brain reserves the possibility of temporary limitation of accessibility of the Website and pages via which the Services will be provided due to maintenance or content updates.
3. Best Brain does not accept liability for:
 - a) any damage resulting from use of the Website and pages via which the Services will be provided in a manner contravening their normal use;
 - b) payments made through the payment agent;
 - c) any damage resulting from the User's failure to observe the rules of safe use of the Internet and the User's failure not to share the provided Access.

§7.

Change of Terms and Conditions

1. Best Brain can change the Terms and Conditions for important reasons, i.e.:
 - a) adaptation of provided Services to legal regulations / decisions of competent public administration authorities / court judgements requiring modification of the Terms and Conditions in order to ensure compliance with the law,
 - b) improvement of the functionality of the Website and pages via which the Services are provided, including launch of new services provided electronically or change of existing functionalities,
 - c) improvement of security of the Website and pages via which the Services are provided,
 - d) change of the scope of provided Services,
 - e) update of contact and registration details provided in the Terms and Conditions,
 - f) removal of potential ambiguities or errors found in the Terms and Conditions.

2. The Users will be notified of any changes in the Terms and Conditions by an e-mail message sent to the address provided in the registration process, sent at least 14 (fourteen) days prior to entry into force of the new content of the Terms and Conditions.
3. The information on the change of the Terms and Conditions will be also posted on the Website.
4. The changed Terms and Conditions shall be binding for the Users who do not terminate the electronic service contract prior to entry into force of the new content of the Terms and Conditions.

§8.

Personal Data Protection

1. The Controller of the Users' personal data is Best Brain.
2. For detailed information on processing of the Users' personal data, see our **Privacy Policy**.

§9

Final Provisions

1. The User can download the Terms and Conditions in a PDF format directly from the Website.
2. In all matters not regulated by these Terms and Conditions, the provisions of the Polish law shall apply.
3. Should any part of these Terms and Conditions be in breach of the governing law, the relevant provisions of the Polish law shall apply in lieu of the challenged provision of the Terms and Conditions.
4. All disputes related to the Services provided by Best Brain shall be resolved by the common courts of proper venue.
5. A User who is a consumer has the right to use alternative dispute resolution methods. For the purpose of amicable resolution of a dispute, the User can file a complaint via the online ODR platform available at: <http://ec.europa.eu/consumers/odr/>.
6. A User who is a consumer can also use the alternative dispute resolution methods by filing, upon completion of the complaint procedure, of the petition for initiation of mediation or the petition for case resolution by an arbitration court. The list of Permanent Consumer Arbitration Courts of the Voivodship

Trade Inspectorates is available at <https://www.uokik.gov.pl/>

7. A User who is a consumer can also use gratuitous help in resolution of the dispute of the powiat (municipal) consumer ombudsman or a social organisation whose statutory objectives include protection of consumers. Extra-judicial pursuit of claims upon completion of the complaint procedure is free of charge.
8. The Terms and Conditions are effective as of 27.08.2021.