TERMS AND CONDITIONS OF THE NEWSLETTER

1. **GENERAL PROVISIONS**

1.1. The Newsletter and the Modue Online store is operated by MODUE Sp. z o.o. with its registered office in Wrocław, Hubska Street 52/14, 50-502 Wrocław, Poland, registered in the District Court of Lublin Wschód in Lublin with its seat in Świdnik, VI Economic Department of the National Court Register under the KRS number: 0001021595, NIP number (tax number): 7151951406, REGON (business entity identification number): 52454695700000, share capital: PLN 10,300, BDO number 000639904 (hereinafter: Seller/Owner).

1.2. In matters not covered by these Regulations, the provisions of the Regulations of the Online Store shall apply.

1.3. **DEFINITIONS.** Whenever the following capitalized phrases are used in the following section of the Terms and Conditions, they shall be understood in the sense given below, unless the context of their use clearly indicates otherwise:

a. **CONSUMER** - A customer who is a natural person entering into a contract with an entrepreneur for the supply of digital content, which contract is not directly related to his/her economic or professional activity.
b. **CUSTOMER -** an individual who, through the Registration Form, subscribed to the newsletter and concluded a contract for the delivery of Digital Content.
c. **DIGITAL CONTENT** - this is, for example, an e-book that we make available to the Customer in exchange for correct completion of the Registration Form and consequently subscribing to the newsletter, and thus entering into a contract with the Owner for the provision of digital content, in which the Price is the Customer's personal data.
d. **QUASI - CONSUMER** - a customer who is a natural person entering into an agreement for the provision of Digital Content directly related to his/her business activity, when the content of this agreement shows that it does not have a professional character for him/her, resulting in particular from the subject of his/her business activity, made available on the basis of the provisions on the Central Register and Information of Business Activity.
e. **INTERNET STORE** - the website available at modue.com and its extensions.
f. **NEWSLETTER** - Electronic Service that allows all enrolled Customers to receive periodic information about the Owner's services and marketing offers.
g. **PRICE** - personal data provided at the stage of completing the Registration Form or the amount of gross remuneration (including tax) due to the Owner for granting access to the Digital Content, specified in Polish zlotys.
h. **REGISTRATION FORM** - a form available within the functionality of the Online Store, through which an individual can obtain Digital Content from the Seller, and thus conclude a contract for the supply of Digital Content and subscribe to the Newsletter.

2. **TECHNICAL REQUIREMENTS**

2.1. The minimum technical requirements of the Customer's device to enable the conclusion of a contract for the delivery of Digital Content, and its proper delivery are:

a. A device with access to the Internet;
b. The latest version of the web browser;
c. active e-mail account (e-mail address).

2.2. The Customer may unsubscribe from the newsletter at any time by contacting the Seller in the manner specified in the Online Store.

3. **CONCLUSION OF A CONTRACT FOR THE SUPPLY OF DIGITAL CONTENT**

3.1. The conclusion of the contract for the provision of Digital Content is made through the Registration Form.
3.2. The customer is obliged to pay the Price.
3.3. It is the responsibility of the Customer who wishes to conclude a contract to indicate correct and up-to-date data required in the Registration Form, e.g. e-mail address, and to confirm subscription by clicking on the link in the e-mail received from the Owner. Providing all data in the Registration Form is voluntary, but necessary to conclude a contract for the provision of Digital Content.
3.4. As soon as the Customer confirms the subscription to the newsletter, in the manner specified above, an effective contract for the delivery of Digital Content is concluded.
3.5. The Customer may also purchase access to the Digital Content by paying the Price. In order to do so, he or she must contact the Seller, e.g. via email.

4. **THE COST, METHODS AND TIMING OF DELIVERY OR PROVISION OF DIGITAL CONTENT**

Delivery of the Digital Content is free of charge and is made by sending the Digital Content to the e-mail address indicated by the Customer in the course of filling out the Registration Form or by sending to the Customer's e-mail address a link enabling downloading or viewing the Digital Content.

5. **DIGITAL CONTENT COMPLAINT AND RIGHT OF WITHDRAWAL**

5.1. The Customer, who is a Consumer, and the Quasi-Consumer are entitled to file a complaint about the Digital Content.
5.2. Warranty liability to entities that do not have the status of Consumer or Quasi-Consumer is excluded.
5.3. The Seller's obligation is to provide the Digital Content to the Customer in accordance with the content of the concluded contract for the provision of Digital Content.
5.4. The Owner is responsible for the compliance of the Digital Content with the contract.
5.5. The Owner shall be liable for the lack of conformity of the Digital Content with the Contract existing at the time of its delivery to the Consumer and disclosed within 2 years from that time.
5.6. A complaint can be submitted by the customer in any form.
5.7. If the Digital Content does not comply with the Agreement, the Customer, being a Consumer and the Entrepreneur-Consumer, shall have the rights set forth in the Law on Consumer Rights.
5.8. If the Digital Content does not conform to the contract for its delivery, the Consumer and the Quasi-Consumermay demand that it be brought into conformity with the contract for delivery of the Digital Content. If this proves impossible or requires excessive costs, the Customer has the right to withdraw from the contract.
5.9. In addition, a Customer who is a Consumer or an Quasi-Consumer may submit a statement of withdrawal from the contract for delivery of Digital Content when the Seller has failed to deliver the Digital Content in a manner consistent with the contract for delivery of Digital Content after exhausting the path referred to in Section 5.8, when the Seller's efforts have failed to deliver the Digital Content in compliance with the contract for its delivery, when the incompatibility of the Digital Content is so significant that it is considered pointless to oblige the Seller to repair it, or when it is evident from the Seller's statement that it will not succeed in bringing the Digital Content into compliance with the contract within a reasonable time or without undue inconvenience to the Consumer or the Entrepreneur-Consumer.
5.10. The Customer, who is a Consumer, may withdraw from the contract for delivery of Digital Content, within 14 days from the date of receipt of the Digital Content. The regulations of this section of

the Regulations also apply to the Entrepreneur - Consumer.

5.11. To meet the deadline, it is sufficient for the Consumer or Quasi-Consumer to make a statement to the Seller before the deadline. The Consumer or Quasi-Consumer may make any unambiguous statement in which he informs about his withdrawal from the contract.

5.12. Declaration of withdrawal from the contract can be submitted to the Seller in any way.

5.13. The period for withdrawal from the contract starts from the date of delivery or making the Digital Content available to the Consumer or Entrepreneur - Consumer.

5.14. In the case of effective withdrawal from a remote contract, the contract is considered not concluded.

5.15. The Owner is obliged to immediately, but no later than within 14 days from the date of receipt of the statement of the Consumer or Quasi-Consumer on withdrawal from the contract, remove the personal data of the Customer provided for the purpose of concluding a contract for the supply of Digital Content and newsletter subscription.

6. **INTELLECTUAL PROPERTY RIGHTS**

6.1. The Owner owns all copyrights in the Digital Content.

6.2. The Digital Content is made available to the Customer for personal use only.

7. **PERSONAL DATA PROTECTION**

7.1. Provision of personal data by the Customer in the Registration Form is necessary to conclude a contract for the provision of Digital Content, and they are processed in this situation for the purpose of performing the concluded contract.

7.2. The principles of personal data protection in other areas not covered by these Regulations are defined in the document "Privacy Policy".

8. **FINAL PROVISIONS**

8.1. The Terms and Conditions of the newsletter version 1.0. comes into force on 26.07.2024.

8.2. If the mandatory regulations of the country of the Customer's habitual residence provide for more favorable conditions for the Customer than the provisions of Polish law and the provisions of these Regulations, the provisions of the law of the country of the Customer's habitual residence shall apply.

8.3. The content of these Regulations is subject to change. The Owner will inform of any changes by posting information on the Online Store website.