

Service

Terms and Conditions

determining i.a. terms of concluding sales contracts through the Website , containing the most important information about the Seller, the website and Consumer rights.

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Section 1 DEFINITIONS

Business days - Monday through Friday with the exception of public holidays in Poland.

Service - Services provided by Think Poland included in the Residence Card Package

Website - <https://payments.swps.edu.pl/payu/think-poland>

Consumer - consumer in the meaning of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council.

Buyer - any entity making a purchase at the Website whose habitual residence is in the European Union.

Terms and Conditions - these Terms and Conditions.

Website - SWPS online website maintained by the Seller at the address <http://www.swps.pl> directed to Buyers.

Seller – SWPS Uniwersytet Humanistycznospołeczny with its registered seat at ul. Chodakowska 19/31, 03-815 Warszawa, Poland, entered into the National Court Register - register of entrepreneurs by

MINISTER NAUKI I SZKOLNICTWA WYŻSZEGO, under KRS no. 0000000095, NIP 1180197245, REGON no. 01194798100000

Section 2 SELLER'S CONTACT DETAILS

1. Postal address: ul. Chodakowska 19/31, 03-815 Warszawa
2. E-mail address: warsaw@thinkpoland.org
3. Phone number: tel. +48 22 692 49 39

The basic tariff of the telecommunications operator used by the Buyer applies to phone calls made by the Buyer. The Seller points out that the cost of non-domestic calls may be higher than the cost of domestic calls – depending on the tariff adopted by the Buyer's operator.

Section 3 TECHNICAL REQUIREMENTS

1. A device with Internet access and web browser supporting:
 - Cookie files
 - JavaScript are required for the proper functioning of the Website
2. An active e-mail account is required to place an order at the Website , in addition to the requirements specified in subsection 1.

Section 4 PURCHASING AT THE WEBSITE

1. The prices of the Service displayed at the Website are the total prices.
2. The total price displayed at the Website includes: price of the Service .
3. The Buyer first adds the chosen Service to the Website cart.
4. Then the Buyer chooses the payment available at the Website and also provides any data necessary for the performing of the order.
5. The order is placed when the Buyer confirms its content and accepts the Terms and Conditions.

- 6.Placing the order is tantamount to conclusion of the contract between the Buyer and the Seller.
- 7.The Seller provides the Consumer with a confirmation of the concluded contract, on a durable medium, at the latest at the time of the delivery of the Service .

Section 5 PAYMENTS

- 1.Subject to subsection 2, the following means of payment are available at the Website : a. payment platform:
 - PayU
- 2.Additional information about the means of payment can be found at the relevant tab at the Website , including information about the possibility of using specific means depending on the Buyer's country.
- 3.In case the Buyer chooses to pay for the order in advance, the payment should be made within 7 Business day from the date of concluding the sales contract.
- 4.The Seller declares that because of the specifics of some means of payment (e.g. electronic payments), their use is only possible immediately after the order is placed.

Section 6 PERFORMING ORDERS

- 1.The Seller is obliged to deliver the Service without any defects.
- 2.The time for order fulfilment is up to 15 Business days.
- 3.If the Buyer chooses to pay for the order in advance, the Seller will commence fulfilment of the order after having received the payment.
- 4.More information about the means of delivery can be found at the relevant tab at the Website , e.g. information about the possibility of using specific means depending on the Buyer's country.

Section 7 RIGHT OF WITHDRAWAL FROM THE CONTRACT

- 1.A Consumer has the right to withdraw from this contract within 14 days without giving any reason.
- 2.To exercise the right of withdrawal, Consumer must inform the Seller, using the data specified in section 2 of the Terms and Conditions, of his/her decision to

withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail).

3. The Consumer may use the attached model withdrawal form, however it is not obligatory.
4. To meet the withdrawal deadline, it is sufficient for the Consumer to send his/her communication concerning his exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

6. If the Consumer withdraws from this contract, the Consumer will be reimbursed all payments received from him/her,
7. The Seller will carry out such reimbursement using the same means of payment as the Consumer used for the initial transaction, unless the Consumer has expressly agreed otherwise; in any event, the Consumer will not incur any fees as a result of such reimbursement.

Section 8 COMPLAINTS

1. In the case of defects in the Service the Buyer can complain about defective Service .
2. The Seller is responsible for any defect which becomes apparent within 2 years from the date of delivery.
3. In the case of defect of the Service the Buyer can:
 - a. request a price reduction;
 - b. exercise the right of withdrawal from the contract, if the defect is substantial;
 - c. demand an exchange of the Service for a Service free from defects;
 - d. demand that the defect be removed.
4. The Seller requests that complaints be addressed to the postal address or e-mail address specified in section 2 of the Terms and Conditions.
5. If any additional guarantee was provided for the Service , the information about it and about its conditions is available in the Service description at the Website .
6. Complaints concerning the functioning of the Website should be reported electronically to the e-mail address specified in section 2 of the Terms and Conditions.
7. The Seller will review the complaint within the period of 14 days.

9. In case where the complaint procedure fails to bring the expected results, the Consumer may use, i.a.:
 - a. assistance of competent **European Consumer Centre** of the EEC-Net.

Centres provide Consumers with information about their rights and assist in solving individual problems with cross border transactions. The assistance of Consumer Centres is free of charge by default.

A list of Consumer Centres competent for each country can be found at:
<http://www.konsument.gov.pl/pl/eck-w-europie.html>;
 - b. **Online Dispute Resolution (ODR)** developed by the European Commission, available at:
<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN>.
10. Furthermore, the following support options are available in the Republic of Poland:
 - a. mediations conducted by the locally competent Regional Trade Inspector, to whom an application for mediation should be directed.

The proceedings are free-of-charge by default. A list of Inspectorates can be found at: https://www.uokik.gov.pl/wazne_adresy.php#faq595;
 - b. assistance of the locally competent permanent consumer court of arbitration operating with the Regional Trade Inspector, where an application for a review before the arbitration court should be submitted. The proceedings are free-of-charge by default. The list of courts is available at the following address:
https://www.uokik.gov.pl/wazne_adresy.php#faq596;
 - c. free-of-charge assistance of the municipal or poviast consumer advocate.

Section 9 PERSONAL DATA

1. The Personal Data Controller of the Buyers' personal data submitted to the Seller when using the Website is the Seller.
2. The personal data of the Buyer are processed mainly on the basis of a contract and for the purpose of its implementation, in accordance with the principles set out in the General Regulation of the European Parliament and of the Council (EU) on data protection (GDPR).

Detailed information regarding data processing by the Seller is presented in the privacy policy available online in the Website .

Section 10 RESTRICTIONS

1. The Buyer is forbidden to provide content of illegal nature.
2. Each order placed at the Website requires conclusion of a separate contract and separate acceptance of the Terms and Conditions. The contract is concluded for the time and for the purpose of order fulfilment.
3. Any contract concluded on the basis of the Terms and Conditions is governed by the provisions of the Polish law, unless it waives or restricts the right of protection given to the Consumer by mandatory provisions of law that would be applicable if it weren't for the choice of law. In these cases the provisions most favourable to the Consumer shall prevail.
4. No regulation of the present Terms and Conditions waives or restricts in any way the Consumer rights imposed by the provisions of law.
5. The contracts concluded through the Website are concluded in English.

Section 11 PROVISIONS APPLICABLE TO BUYERS WHO ARE NOT CONSUMERS

1. No other entity than the Consumer has the right of withdrawal from distance contract mentioned in section 7 of the Terms and Conditions.
2. Any liability of the Seller in relation to a Buyer who is not a Consumer is excluded.
3. Any dispute arising between the Seller and the Buyer who is not the Consumer will be submitted to the court competent for the Seller's registered office.

Appendix 1. to Terms and Conditions

What follows is a model withdrawal form from the contract which the Consumer may use.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

SWPS Uniwersytet

Humanistycznospołeczny

ul. Chodakowska 19/31,

03-815 Warszawa

e-mail: xxxxxxxxxxxxxx

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following Service (*)/for the provision of the following Service (*) / for the supply of digital content which is not supplied on a tangible medium (*):

- Ordered on^(*)/received on^(*)
.....

- Name of consumer(s):
.....

- Address of consumer(s):
.....

.....
.....

Signature of consumer(s)
(only if this form

is notified on

paper)

Date

.....

(* Delete as appropriate.