

# Account Terms and Conditions

of the online Shop ENmaven

## TABLE OF CONTENTS

- Article 1** Definitions
- Article 2** Contact with the Service Provider
- Article 3** Technical requirements
- Article 4** Account
- Article 5** Complaints
- Article 6** Right to withdraw from the contract
- Article 7** Personal data
- Article 8** Change to the Terms and Conditions or to the Account
- Article 9** Final provisions
- Appendix No. 1:** Model withdrawal form

## Article 1 DEFINITIONS

**Account** – digital service within the meaning of the Consumer Rights Act, provided electronically free of charge by the Service Provider to the Customer, through which the Customer can use additional functions in the Shop.

**Consumer** – a Customer who is a natural person, who has entered into the contract for the operation of the Account on the basis of the Terms and Conditions or is taking steps to enter into this contract, without direct connection with his/her business or professional activity.

**Consumer Rights Act** – the Polish Act of 30 May 2014 on consumer rights.

**Customer** – any entity that has entered into the contract for the operation of the Account on the basis of the Terms and Conditions or is taking steps to enter into this contract.

**Service Provider** – Magdalena Michałowska, an entrepreneur running a business under the business name Mind Your English Magdalena Michałowska, entered into the Central Register and Information on Economic Activity kept by the minister competent for economy and keeping the Central Register and Information on Economic Activity, NIP (Tax Identification Number) 8133703443, REGON (National Official Business Register number) 361306736, ul. Warszawska 85, 35-230 Rzeszów, Poland.

**Shop** – the online shop ENmaven operated by the Service Provider at <https://enmaven.eu/>.

**Terms and Conditions** – these Account terms and conditions

## Article 2 CONTACT WITH THE SERVICE PROVIDER

1. Postal address: ul. Warszawska 85, 35-230 Rzeszów, Poland
2. E-mail address: [maggie@mindyourenglish.pl](mailto:maggie@mindyourenglish.pl)
3. Phone number: 734705207
4. The cost of a telephone call or data transmission made by the Customer results from the basic tariff of the telecommunications operator or Internet service provider whose services the Customer uses. The Service Provider stresses that the cost of an international call or international data transmission may be higher than the cost of a domestic call or transmission - depending on the tariff adopted by the telecommunications operator or Internet service provider whose services the Customer uses.

## Article 3 TECHNICAL REQUIREMENTS

1. For the proper functioning and creation of an Account, an active email account, a device with Internet access

and a web browser that supports JavaScript and cookies are required.

## **Article 4 ACCOUNT**

1. The creation of an Account is entirely voluntary and dependent on the will of the Customer, but at the same time necessary to make purchases in the Shop.
2. The Account provides the Customer with additional possibilities, such as viewing the history of orders placed by the Customer in the Shop, checking the status of an order or editing the Customer's data by themselves.
3. In order to set up an Account, the Customer shall fill in the appropriate form in the Shop.
4. When an Account is created, a contract is concluded for an indefinite period of time between the Customer and the Service Provider for the operation of the Account under these Terms and Conditions.
5. The Service Provider shall begin to perform the service of operating the Account under the rules set forth in the Terms and Conditions without delay after the conclusion of the contract for the provision of the Account.
6. The Customer may cancel the Account at any time without incurring any costs.
7. The deletion of the Account results in the termination of the contract for the operation of the Account. In order for the Service Provider to delete the Account, the Customer must send their resignation to the Service Provider's email address provided in Article 2 of the Terms and Conditions, which will result in the deletion of the Account without delay and the termination of the contract for the operation of the Account.

## **Article 5 COMPLAINTS**

### **I GENERAL PROVISIONS**

1. The Service Provider asks to submit complaints concerning the operation of the Account to the postal or electronic address provided in Article 2 of the Terms and Conditions.
2. The Service Provider shall consider the complaint within 14 days of receipt of the complaint - subject to the provisions of Article 9 sec. 3 and 4 of these Terms and Conditions.

### **II CONSUMERS**

3. The Service Provider shall be liable to the Consumer for the conformity of the performance with the contract as provided for by generally applicable laws, including in particular the provisions of the Consumer Rights Act - subject to the provisions of Article 9 sec. 3 and 4 of the Terms and Conditions.
4. In the event of improper performance of the contract for the operation of the Account by the Service Provider, the Consumer may exercise the rights specified in Chapter 5b of the Consumer Rights Act.
5. If the Service Provider has not supplied the digital service, the Consumer may request the Service Provider to supply it. If, despite the request, the Service Provider fails to supply the digital service without delay or within an additional period of time expressly agreed between the Consumer and the Service Provider, the Consumer may withdraw from the contract for the operation of the Account.
6. The Consumer may withdraw from the contract for the operation of the Account without requesting the digital service to be supplied if:
  - a. it is clear from the Service Provider's notice or from the circumstances that they will not supply the digital service; or
  - b. the Consumer and the Service Provider have agreed, or it is clear from the circumstances of the conclusion of the contract for the operation of the Account, that a specific date for the supply of the digital service was important to the Consumer and the Service Provider has not supplied the digital service within that date.
7. Liability shall be borne by the Service Provider for any non-conformity of the digital service with the contract

for the operation of the Account which – due to the fact that the digital service is provided continuously - occurred or became apparent at the time it was to be provided in accordance with the contract - subject to the provisions of Article 9 sec. 3 and 4 of the Terms and Conditions.

8. If the digital service is not in conformity with the contract for the operation of the Account, the Consumer may request that it be brought into conformity with the contract.
9. In case of non-conformity of the digital service with the contract for the operation of the Account, the Consumer shall cooperate with the Service Provider, to a reasonable extent and using technical means that are least intrusive for the Consumer, to ascertain whether the lack of conformity of the digital service at the adequate time results from the characteristics of the Consumer's digital environment.
10. In addition, if the digital service is not in conformity with the contract for the operation of the Account, the Consumer may give a notice of withdrawal from the contract, when:
  - a. bringing the digital service into conformity with the contract for the operation of the Account is impossible or requires excessive costs to be borne pursuant to Article 43m sec. 2 and 3 of the Consumer Rights Act;
  - b. the Service Provider has failed to bring the digital service into conformity with the contract for the operation of the Account within a reasonable time from the moment the Service Provider was informed by the Consumer of the lack of conformity with the contract, and without undue inconvenience to the Consumer, taking into account the nature of the digital service and the purpose for which it is used;
  - c. the lack of conformity of the digital service with the contract for the operation of the Account continues despite the fact that the Service Provider has attempted to bring the digital service into conformity with the contract;
  - d. the lack of conformity of the digital service with the contract for the operation of the Account is so significant that it justifies withdrawal from the contract for the operation of the Account without first having recourse to the remedy set out in Article 43m of the Consumer Rights Act (i.e. requesting that the digital service be brought into conformity with the contract);
  - e. it is clear from the Service Provider's notice or the circumstances that the Service Provider will not bring the digital service into conformity with the contract for the operation of the Account within a reasonable time or without undue inconvenience for the Consumer.

## **OUT-OF-COURT COMPLAINT AND REDRESS MECHANISM**

11. The Service Provider informs the Consumer about the possibility to use out-of-court procedures for handling complaints and pursuing claims. The rules of access to these procedures are available at the registered offices or on the websites of entities entitled to out-of-court dispute resolution.

A Consumer may use, among others, the assistance of the relevant European Consumer Centre from the European Consumer Centres Network. The centres provide information on consumer rights and help resolve disputes in the case of cross-border purchases. The assistance of the European Consumer Centres is, in principle, free of charge. For a list of country-specific Consumer Centres, see:

[https://commission.europa.eu/live-work-travel-eu/consumer-rights-and-complaints/resolve-your-consumer-complaint/european-consumer-centres-network-ecc-net\\_en#contact-ecc-net](https://commission.europa.eu/live-work-travel-eu/consumer-rights-and-complaints/resolve-your-consumer-complaint/european-consumer-centres-network-ecc-net_en#contact-ecc-net)

In addition, the following forms of support are available in the Republic of Poland:

- mediation conducted by the locally competent Wojewódzki Inspektorat Inspekcji Handlowej (Voivodeship Inspectorate of Trade Inspection), to which a request for mediation should be made. In principle, the procedure is free of charge. A list of inspectorates can be found here:

<https://uokik.gov.pl/kontakt-inspekcja-handlowa;>

- the assistance of the competent permanent consumer arbitration court operating at the Wojewódzki Inspektorat Inspekcji Handlowej (Voivodeship Inspectorate of Trade Inspection), to which a request should be submitted for consideration of the case before the arbitration court. In principle, the procedure is free of charge. The list of inspectorates is available at: <https://uokik.gov.pl/kontakt-inspekcja-handlowa>;
12. The preceding provision is for information purposes only and does not constitute an obligation on the part of the Service Provider to use out-of-court dispute resolution.
  13. The use of out-of-court dispute resolution is voluntary for both the Service Provider and the Consumer.
  14. A Consumer may additionally use the free assistance of the municipal or district consumer ombudsman in the Republic of Poland.

## **Article 6 RIGHT TO WITHDRAW FROM THE CONTRACT**

1. The Consumer has the right to withdraw from the contract for the operation of the Account concluded with the Service Provider, within 14 days without giving any reason.
2. The time limit for the withdrawal from the contract for the operation of the Account expires 14 days after the conclusion of the contract.
3. In order to exercise the right to withdraw from the contract, the Consumer must inform the Service Provider, using the contact information provided in Article 2 of the Terms and Conditions, of their decision to withdraw from the contract by way of an unambiguous statement (for example, a letter sent by post or email).
4. The Consumer may use the model withdrawal form attached at the end of the Terms and Conditions, however, it is not obligatory.
5. In order to observe the time limit for withdrawal, it is sufficient for the Consumer to send information concerning the exercise of their right to withdraw from the contract before the time limit for withdrawal expires.

## **Article 7 PERSONAL DATA**

1. The Service Provider is the controller of the personal data provided by the Customer in connection with the conclusion of the contract for the operation of the Account. Detailed information regarding the Service Provider's processing of personal data, including the other purposes and grounds for processing, as well as the recipients of the data, can be found in the privacy policy available in the Shop - due to the transparency principle contained in the General Data Protection Regulation of the European Parliament and of the Council (EU) - "**GDPR**".
2. The purpose of the Customer's data processing is to maintain the Account. The basis for the processing of personal data in this case is the contract for the operation of the Account or actions taken at the request of the Customer in order to conclude it (Art. 6 sec. 1 (b) of the GDPR), as well as the Service Provider's legitimate interest in processing data in order to establish, assert or defend possible claims (Art. 6 sec. 1 (f) of the GDPR).
3. The provision of data by the Customer is voluntary, but at the same time necessary for the conclusion of the contract for the operation of the Account and providing the digital service covered by this contract. Failure to provide data means that the contract for the operation of the Account will not be concluded and the Service Provider will not be able to provide the digital service covered by this contract.
4. The Customer's data will be processed until:
  - a. the contract for the operation of the Account ceases to be valid;
  - b. the ability of the Customer or the Service Provider to assert claims related to the Account ceases;
  - c. the Customer's objection to the processing of their personal data is accepted - if the processing was based on the Service Provider's legitimate interest

- depending on what is applicable in each case.

5. The Customer has the right to request:
  - a. access to their personal data,
  - b. correction of their personal data,
  - c. deletion of their personal data,
  - d. restriction of the processing of their personal data,
  - e. transfer of their personal data to another controller,and the right to:
  - f. object at any time to the processing of data on grounds relating to the Customer's particular situation - to the processing of their personal data based on Article 6 sec. 1(f) of the GDPR (i.e. on the legitimate interests pursued by the Service Provider).
6. To exercise their rights, the Customer should contact the Service Provider.
7. If the Customer considers that their data is being processed unlawfully, the Customer may lodge a complaint with the competent data protection authority. In Poland, this authority is the President of the Personal Data Protection Office.

## **Article 8 CHANGE TO THE TERMS AND CONDITIONS OR TO THE ACCOUNT**

1. The Service Provider reserves the right to amend these Terms and Conditions only for important reasons. An important reason is understood to be the need for amendments to the Terms and Conditions due to:
  - a. change in the functionality of the Account, requiring modification of the Terms and Conditions, or
  - b. a change in the provisions of law, affecting the execution of the contract for the operation of the Account by the Service Provider, or adaptation of services to recommendations, guidelines, orders or prohibitions, rulings, provisions, interpretations or decisions of authorized public authorities or
  - c. change of contact or identification data of the Service Provider.
2. Information on planned amendments to the Terms and Conditions shall be sent to the Customer's email address connected with their Account at least 7 days before the amendments take effect.
3. If the Customer does not object to the planned amendments by the time they take effect, the Customer is deemed to have accepted them, which shall not constitute any obstacle to the termination of the contract for the operation of the Account in the future.
4. If the Customer does not accept the planned amendments, the Customer should send a notification to the Service Provider's email address provided in Article 2 of the Terms and Conditions, which shall result in termination of the contract for the operation of the Account as soon as the planned changes come into force.
5. The Service Provider may make a change to the Account, which is not necessary for its compliance with the contract for the operation of the Account, for the reason indicated in sec. 1 (b) or due to change in the functionality of the Account. The implementation of the change referred to in the preceding sentence will not incur any costs on the part of the Consumer. The provisions of sec. 2-4 shall apply accordingly.
6. If the change referred to in the preceding provision significantly and negatively affects the Consumer's access to or use of the Account, the Service Provider shall send to the Consumer's e-mail address sufficiently in advance, on a durable medium, information about the characteristics and date of the change and the Consumer's rights in connection with the change.

## **Article 9 FINAL PROVISIONS**

1. The Customer shall be prohibited to provide illegal content.
2. The contract for the operation of the Account is concluded in English.
3. The contract entered into on the basis of these Terms and Conditions shall be governed by Polish law,

subject to sec. 4.

4. The choice of Polish law for the contracts concluded with Consumers under the Terms and Conditions shall not waive or limit the rights of Consumers under the mandatory rules of the law applicable to that Consumer in situations where there is no choice of law. This means, in particular, that if national regulations applicable to the Consumer provide for protection that is broader than that provided for under these Terms and Conditions or Polish law, such broader protection shall apply.
5. Subject to sec. 7, in the event of a possible dispute with a Customer who is not a Consumer, connected with the contract on the operation of the Account, the competent court shall be the one having jurisdiction over the Service Provider's registered office.
6. None of the provisions of these Terms and Conditions exclude or in any way limit the rights of the Consumer resulting from the provisions of law.
7. A natural person who concludes or takes steps to conclude the contract for the operation of the Account, that is in direct connection with their business activity, shall be treated as a Consumer and shall be entitled to the same rights as those enjoyed by Consumers, if the contract is not of a professional nature for that person. The preceding sentence shall not apply to the provisions set out in Article 5 in the subpart "Out-of-court complaint and redress methods", as well as to the provision of sec. 4.
8. The use of the Shop's website and its features is subject to the terms and conditions of the website, which are available within the Shop.

## Appendix 1. to Terms and Conditions

What follows is a model withdrawal form from the contract which the Consumer may (but does not have to) use.

### Model withdrawal form

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

Mind Your English Magdalena Michałowska  
ul. Warszawska 85, 35-230 Rzeszów, Poland  
e-mail: maggie@mindyourenglish.pl

- I/We (\*) ..... hereby give notice that I/We (\*) withdraw from my/our (\*) contract of for the provision of the following service (\*) / for the supply of digital content in the form of(\*):

.....  
.....  
.....

- Ordered on<sup>(\*)</sup>

.....

- Name of Consumer(s):

.....

- Address of Consumer(s):

.....

.....

.....

Signature of Consumer(s)  
(only if this form is sent on paper)

Date .....

(\*) Delete as appropriate.