

**TERMS OF SERVICE
OF ELECTRONICALLY SUPPLIED SERVICES AT TUTLO.COM AND TUTLO.PL**

I. Definitions

In these Terms of Service the following capitalised terms shall assume the meanings set out below, unless the context clearly indicates otherwise:

Application	software (a mobile application) made available to the User by the Operator, intended for installation on the User's mobile device, which in particular enables the use of the Services and Content without having to launch a web browser.
CS	the Client Success department that provides Users with information and technical support with regard to the Agreement, the Website, the Application and the Terms of Service. CS operates on business days during the hours listed on the Website in the 'Contact' tab. You can reach CS at the phone numbers or via the email listed on the Website, or using chat or the contact form available on the Website in the 'Contact' tab. Calls to CS are charged at a standard rate, in accordance with the relevant operator's tariffs.
Dedicated Website	websites selected by Tutlo to promote the supplied Services or to conclude an Agreement with Tutlo.
English Expert	a fluent speaker of English who administers lessons as part of the Courses or Educational Materials offered to Users via the Website. English is usually an English Expert's second language. They do not communicate in Polish.
Password	a string of alphanumeric characters required for authentication when accessing an Account on the Website, created by a User or Business User when setting up the Account. The User and Business User are obliged to keep the Password confidential (and not disclose it to any third parties). The Operator provides multiple opportunities to change the Password.
Client or Purchaser	a natural person who has entered into an Agreement for paid services. The provisions of these Terms of Service that relate to a Client shall also apply to a natural person that concludes an Agreement in direct relation to their business, when from that Agreement it can be implied that it is not of a professional nature for that person as denoted especially in relation to the subject matter of their business disclosed according to the provisions on Central Registration and Information on Business (Centralna Ewidencja i Informacja o Działalności Gospodarczej).
Consumer	a natural person entering into a legal transaction with a business entity (Tutlo) that is not directly related to their business or professional activity.
Account (User Account)	a free electronically supplied service (functionality) which constitutes an individual User or a Business User account, available after Registration. An Account is required to enable a User or a Business User to use the Services available on the Website. Access to the Account is possible with a Username and a Password.
Course	an English language course offered by Tutlo on a specific topic, conducted online as one-to-one sessions with a tutor on the Website, including materials for self-study by the User. The current range of Courses is available on the Website and on Dedicated Websites. Courses are available at the beginner, intermediate and advanced levels. The User decides which Course type to use as part of their Lesson Package.
Individual Lesson	a one-to-one English lesson conducted online with a Tutor on the Website.
Group Lesson	a lesson conducted by a Tutor for a limited group of Users, with the topic and

	level of proficiency determined by Tutlo, in accordance with the schedule available on the Website.
Tutor	a Polish Teacher, English Expert and Native Speaker collectively.
Polish Tutor	a person who conducts lessons as part of Courses or Educational Materials for Users via the Website. Polish Tutors are fluent in Polish; English is usually their second language.
Educational Materials	teaching materials, involving the use of video and audio, other than Courses, made available to Users free of charge online on the Website by the Operator.
Native Speaker	a person from a country where English is an official language who speaks that language as their mother tongue. Native Speakers do not communicate in Polish. A Native Speaker conducts lessons as part of the Courses or Educational Materials for Users via the Website.
Operator or Tutlo	Tutlo Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw, address: ul. Nowogrodzka 42/501, 00-695 Warsaw, entered in the register of entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 12 th Commercial Division of the National Court Register with number KRS: 0001021377, REGON: 524550960, NIP: 7011130879, share capital: PLN 6,012,000.00, tel.: +48 22 247 20 45, email: kontakt@tutlo.pl.
Lesson Package	a paid option for using the Course, selected by the User prior to entering into the Agreement, specifying the number of lessons and the period during which the User may enjoy them.
Registration	a one-time action based on the User or Operator creating an Account at the User's express request, using their profile on Facebook.com or Google, or by providing an email address, telephone number, first name and surname (username), and Password.
Terms of Service	these Terms of Service of electronically supplied services.
Website	the website available at www.tutlo.com (pl.tutlo.com) and www.tutlo.pl, together with subdomains, operated by the Operator under the terms set out in these Terms of Service. Any reference to the Website in these Terms of Service shall also include the functionalities made available in the Application.
Content	all types of text data, graphic data, audio files (e.g. recordings), audiovisual files (e.g. video clips, films, multimedia objects, recordings about Tutors, courses, etc.), non-copyrighted information, as well as comments, opinions and ratings posted by a User or a Tutor on the Website. Any additional attachments, files or materials attached to the Content shall form an integral part thereof.
Tutlo Booking	a functionality of the Website, optional under the Agreement, which enables the booking of lessons on the Website.
Tutlo Club	a functionality of the Website, available under the Agreement, consisting of a series of events during which Tutor-led Users discuss selected topics and interact in groups. The detailed rules for using Tutlo Club are set out in the terms and conditions .
Agreement	the agreement for the paid provision of the Course concluded between the Operator and a User or a Business User, for the duration specified in the selected Lesson Package, available on the Website, Dedicated Websites or as part of individual (written, email, telephone or verbal) arrangements made between the

	Operator and the User. The Agreement may be concluded at Tutlo's premises or outside such premises (remotely) in accordance with the rules set out in the Terms of Service.
Services	Courses and Educational Materials as well as other features available on the Website.
User	a natural person with capacity to perform acts at law who uses the Services provided by the Operator via the Website under the Terms of Service; by accepting the Terms of Service, Users under the age of 18 declare that they have the consent of their legal guardian to use the Website and, at the Operator's request, shall submit such written consent from their legal guardian to use the Website (a scan of the consent and the consent in writing should be sent to the addresses specified in Section II.E hereof).
Business User	a natural person, a legal person or an organisational unit without legal personality in which the law vests legal capacity, conducting business or professional activities in its own name and using the Services within the Website in connection with their business or professional activities.

II. General provisions

- A. This document ("**Terms of Service**") sets out (i) the terms of service for the use of the Website by the User and the Business User, including the rights and obligations of the Operator, Users and Business Users in relation to the services that are electronically supplied within the Website, and (ii) the rules for Registration and use of the Account.
- B. These Terms of Service shall apply to matters that are not expressly regulated in the Agreement.
- C. Tutlo allows the sale of its Services to:
 1. natural persons not engaged in business activity who have their permanent residence or habitual residence in the Republic of Poland,
 2. business entities, i.e. legal persons, organisational units without legal personality, and natural persons conducting business activities without territorial restrictions.
- D. The Operator may designate partners through whom it provides Services, e.g. operators of online payment services used by the User. These Terms of Service shall apply to matters not expressly regulated otherwise in agreements concluded between the User and the Operator's partners. Detailed rules for the use of services provided by online payment operators are set out in separate terms and conditions.
- E. All written or electronic correspondence to the Operator should be addressed to: (1) tel. (22) 247 20 45; (2) email: kontakt@tutlo.pl; (3) correspondence address: Tutlo sp. z o.o., ul. Nowogrodzka 42/501, 00-695 Warsaw.

III. Electronic Services

- A. The Operator provides the following free-of-charge Electronic Services to Users via the Website and the Application:
 1. Account,
 2. enabling Users to enter into Agreements as specified in the Terms of Service,
 3. Educational Materials,
 4. enabling the viewing of content published on the Website,
 5. enabling contact with the Operator via the available contact forms and chat.
- B. The Operator provides, among others, the following paid Electronic Services via the Website and the Application:
 1. Course based on the concluded Agreement;
 2. HR Panel for Business Users that enables the Business User to monitor Agreement performance with regard to the number of lesson hours remaining and completed under the Agreement, broken down by each User;
 3. Tutlo Booking;
 4. Tutlo Club.
- C. The Agreement for the electronic supply of services in respect of services provided free of charge is concluded upon the creation of an Account on the Website.
- D. The User may terminate the agreement for the provision of free services at any time by deleting their Account themselves. The User has the right to withdraw from the agreement for the electronic supply of services as set out in Section XX of these Terms of Service.
- E. The Agreement for the electronic supply of services in relation to paid services is concluded upon receiving a confirmation of the Agreement's conclusion in accordance with Section VII.F hereof. The terms and conditions governing the termination of and withdrawal from the Agreement are set out in Section XX hereof.

IV. Registration on the Website and in the Application

- A. In order to start using the Services, an account must be created on the Website or in the Application. Registration is free of charge.
- B. Valid Registration involves the User creating an Account using their profile on Facebook.com, Google, or Apple ID, or by providing their email address, telephone number, first name and surname (username), and Password.
- C. An Account may only be created by adults. An Account may be created for a minor provided that their legal guardian has consented to the conclusion of the Agreement.
- D. When creating an Account on the Website and in the Application, the User must provide data that are complete, accurate and that do not infringe any third-party rights.
- E. The User may use the Website only after registration (creation of an Account). To register, it is necessary to:
 - 1. fill out the registration form in a correct manner – the scope of the required data is indicated by the fields on the registration form;
 - 2. read and accept the Terms of Service (e.g. by ticking the relevant box);
 - 3. complete the prescribed verification procedure (e.g. verification of the telephone number with an individual code sent to the telephone number provided).
- F. The User shall be obliged to monitor the provided email address on an ongoing basis and promptly update their email information in their Account if their email address changes.
- G. The email address is linked to the Account, it constitutes a necessary form of identification of the User with the Operator, and will be used for all communication related to the provision of the Services.
- H. Tutlo may refuse to create an Account if its name is already used on the Website or if it is unlawful, infringes the personal rights of third parties or contravenes the provisions of these Terms of Service.
- I. The User is responsible for keeping their Password confidential and secret from others.
- J. A User may only have one Account on the Website.

V. Technical Requirements

- A. The following are required to use the Website and its functionalities: (1) a) a computer running Windows 10 or later, or macOS 11 Big Sur or later, equipped with a webcam, speaker and microphone, and any web browser – Google Chrome in its latest main version or Mozilla Firefox in its latest main version – with WebRTC, JavaScript and Cookies enabled; a minimum screen resolution of 1366 x 768 pixels, a 2.5 GHz dual-core processor or faster, and no less than 4 GB of RAM; or b) a mobile device running Android version 8.0 or later or iOS version 14.3 or later, with a built-in camera, a speaker and a microphone, and the official Tutlo mobile application downloaded and installed from Google Play or the App Store; (2) internet access with minimum download speeds of 2 Mbps and upload speeds of 1.5 Mbps; and (3) an active Account on the Website.
- B. The cost of the Internet connection, including connection via a mobile phone, shall be covered by the User. Users accessing the Services on mobile phones should check the data transfer rates (Internet connection charges) charged by their telecommunications service provider.
- C. The Website, except Content posted thereon, can be used after Registration. The Registration and Account activation procedure is described in Section IV hereof.

VI. Use of Educational Materials

- A. Access to Educational Materials is only possible after the User has registered and logged into the Website.
- B. Educational Materials are available on the Website for the specific period of time indicated by the Operator.
- C. Educational Materials are not a part of the Course.

VII. Terms and Conditions of Agreement Conclusion

- A. The Website is an online platform for learning foreign languages, whereon Users may use paid Lesson Packages in accordance with Tutlo's current offer. Detailed descriptions of Lesson Packages and Courses are each time available on the Website or agreed individually between the Operator and the User. The Operator provides Users with offers for various types of Lesson Packages, which the User may use as part of the Courses currently available on the Website.
- B. The User may use the Courses on the Website for the fee specified in the Operator's current offer.
- C. To use the Course, the User must have an Agreement concluded with Tutlo in accordance with the Lesson Package selected by the User based on the Operator's current offer.
- D. Depending on the sales channel used by Tutlo, the Agreement may be concluded as follows:
 - 1. **Option 1:** The Client (or their legal guardian) enters into a written Agreement with the Operator during a face-to-face meeting at the company's premises. Once the Client or their legal guardian pays for the Course, within the agreed timeframe or immediately, and Registers on the Website, the Operator credits the User's Account with a specified number of minutes to be used within the Course.
 - 2. **Option 2:** The Client (or their legal guardian) enters into a distance agreement within an organised system for concluding distance agreements, without the simultaneous physical presence of the parties, using exclusively one or more means of distance communication up to and including the moment the Agreement is concluded. Once the package is accepted by the Client (or their legal guardian), the Course is paid for by the Purchaser (or

their legal guardian), and the User is Registered on the Website, the Operator credits the User's Account with a specified number of minutes to be used within the Course. The above procedure also applies to extending Course duration (purchasing additional lesson hours within a given Course package).

- E. An Agreement concluded on the business entity's premises is concluded upon its signing by Tutlo and the Client.
- F. A distance Agreement concluded without the simultaneous physical presence of the parties, using exclusively one or more means of distance communication up to and including the moment of conclusion of the Agreement, is concluded upon the Client's receipt of the confirmation of the Agreement sent by Tutlo to the Client's email address. To conclude the Agreement, the Client must accept the text of the Agreement and annexes thereto, including these Terms of Service. Prior to the conclusion of the Agreement, said documents are sent to the email address provided by the Client as attachments; the Client can save and print such documents by clicking the activation link. The Agreement, with its annexes that form an integral part thereof, are accepted by clicking the "Zawieram Umowę z obowiązkiem zapłaty" ("I am concluding the Agreement with an obligation to pay") button (or a similar one) contained in the activation link sent to the email address provided by the Client. The Agreement is concluded upon the Client's receipt of the confirmation of the Agreement's conclusion sent by Tutlo to the Client's email address listed in the Agreement.
- G. The Account shall be credited with the number of minutes specified in the Agreement immediately upon conclusion of the Agreement, in accordance with the selected Lesson Package.
- H. The User may monitor the terms of use of the Courses, the number of remaining lesson minutes within a given Lesson Package, and the expiry date of the Lesson Package in their Account on the Website.
- I. As part of the purchased Lesson Package, the User may choose lessons with any Polish Tutor, English Expert or Native Speaker available on the Website in accordance with the concluded Agreement.

VIII. Terms of Use for Individual Lessons

- A. In order to use the Course, the User should select a Tutor from the list of available Tutors on the Website while using the Course, unless they have access to Tutlo Booking.
- B. After the User has Registered and logged into the Website, the Operator enables them to view the profile of each Tutor so that the User may select a Tutor that meets their preferences and take lessons within the Course.
- C. The User agrees to enable audio and video on their device on the Website in order to take lessons within the Course with a selected Polish Tutor, English Expert or Native Speaker.
- D. The User may use the Lesson Package on the days and at the times specified in detail in the Agreement.

IX. Tutlo Booking

If provided for in the Agreement, the User is entitled to book Individual Lessons in accordance with the rules set out herein.

A. Booking Individual Lessons

1. The User books lessons via their Account on the Website, choosing from Tutors who have the booking option available.
2. Information about the time of the booked lesson will be visible at the time of booking.
3. The User can book lessons:
 1. for a duration not longer than sixty (60) minutes within a 24-hour period;
 2. if the User's Agreement provides for a lesson limit, for a duration compliant with the lesson limit specified in the Agreement;
 3. up to four (4) weeks in advance.
4. In order to book a lesson, the User must have an active Lesson Package and the option to book Individual Lessons provided for in the Agreement.
5. Bookings are made by selecting an available slot in the chosen Tutor's calendar. Tutors' availability is updated in real time.
6. A lesson is considered booked once information about the booking is visible in the User's Account.
7. Once a lesson has been booked, the number of minutes corresponding to the duration of the booked lesson will be deducted from the available Lesson Package.

B. Late Arrivals

User's late arrival

1. The Tutor will await the User for 10 minutes from the scheduled start of the lesson.
2. The User being late does not extend the lesson, which will end no later than at the time indicated in the booking.
3. If the User joins the lesson within 10 minutes of its scheduled start time, the lesson is considered to have taken place, and the Lesson Package will be reduced by the duration of the lesson.

Tutor's late arrival

4. If a Tutor is late for the lesson, the duration of their delay shall be fully compensated by extending the lesson by the duration of the delay, provided that the User's and Tutor's schedules permit such an extension.
5. If the lesson takes place within the remaining time as per the booking, the User shall be charged minutes from the Lesson Package equal to the actual duration of the lesson.

C. Cancellation of Individual Lessons by the User

1. The User has the right to cancel a booked lesson free of charge within no less than 24 hours before its scheduled start time.
2. Lessons may be cancelled exclusively via the booking system available on the Website by clicking the relevant option in the User's Account.
3. If a lesson is cancelled within the 24-hour period, no minutes are deducted from the User's Lesson Package.
4. If a lesson is cancelled less than 24 hours before its start time, or if the User fails to attend the lesson, the lesson is deemed to have taken place. Minutes corresponding to the duration of the booking will be deducted from the User's Lesson Package.

D. Cancellation of Individual Lessons by the Tutor / Operator

1. The Tutor has the right to cancel a lesson for valid unforeseen reasons, such as sudden illness or serious technical problems preventing the lesson from taking place.
2. The User shall be informed of such cancellation via email and/or a notification on the Website.
3. If a lesson is cancelled by the Tutor, minutes from the Lesson Package shall not be deducted.
4. If the Tutor cancels a lesson, the Operator shall make every effort to offer the User a replacement lesson with another available Tutor on the same or a similar date. It is up to the User if they accept such an offer.
5. The Operator reserves the right to cancel a lesson for important technical or organisational reasons on its part, which prevent the lesson from taking place. In such a case, the rules set out in Section IX.D.3 shall apply.

X. Rules Concerning Group Lessons

- A. As part of the purchased Lesson Package, the User is entitled to take part in a Group Lesson conducted by Tutlo in accordance with the schedule available on the Website and in compliance with the Agreement.
- B. The schedule provides lesson dates, their topic, the proficiency level and a description of the Tutor conducting the Group Lesson.
- C. The number of Users who can participate in a Group Lesson is limited.
- D. Participation in a Group Lesson is possible after registration for the selected Group Lesson on the Website, subject to their availability.
- E. Details regarding the use of Group Lessons are set out in separate terms and conditions, available on the Operator's website at www.tutlo.pl or www.tutlo.com

XI. Payment under the Agreement

- A. Tutlo offers the User various payment methods under the Agreement.
- B. The payment methods currently available are listed on the Website and each time the Client expresses their intention to enter into the Agreement; the methods include:
 1. a one-time payment by electronic transfer or bank transfer to Tutlo's bank account specified in the Agreement,
 2. payment in instalments by electronic transfer or bank transfer to Tutlo's bank account specified in the Agreement,
 3. payment in instalments by card as part of a recurring payment scheme,
 4. payment in instalments via consumer loan.
- C. Transactions via electronic payments and payment cards are settled in accordance with the User's choice through authorised payment services. To pay via authorised payment services, the User must follow the service operator's guidelines and acquaint themselves with the relevant terms and conditions of the payment service.
- D. The Client shall not incur any additional charges in relation to the specified payment services.
- E. If Tutlo does not receive payment from a Client who has chosen to pay in advance, or if Tutlo does not receive the first instalment from a Client who has chosen to pay in instalments, the CS department may contact the Client to remind them of the payment, for example by email.
- F. If the Client withdraws or terminates the Agreement, any funds due under the Agreement and paid by the Client shall be refunded using the same payment method that the Client selected when concluding the Agreement.

XII. Rights and Obligations of the User

- A. The User is obliged to:
 1. use the Website in a manner that does not disrupt its operation;
 2. use the Website in compliance with Polish law and the provisions of these Terms of Service;
 3. not to attempt to breach the security of the Website's Services;

4. not to modify or interfere in any way with the source code of the Website's software;
 5. not to interfere with the databases accessible via the Website;
 6. not to modify, for any purpose, the Website's Services, trademarks, descriptions and other data and intellectual property contained on the Website;
 7. not to provide or transmit prohibited content on the Website, in particular during lessons, such as content depicting: pornography, nudity, see-through clothing, lewd or provocative poses, close-ups of intimate body parts, or content that promotes violence, incites hatred, is offensive or infringes the right to privacy; furthermore, the User's comments, opinions, ratings and messages must not contain content that is vulgar, offensive, constitutes hate speech, is unlawful or contrary to generally accepted social norms;
 8. use the Services offered by the Operator in a manner that does not cause inconvenience to other Users, Polish Tutors, English Experts, Native Speakers and Tutlo, whilst respecting their personal rights and all rights to which they are entitled;
 9. not to take any action aimed at circumventing security measures or disrupting the stability and functionality of the authorised servers or software of the Website;
 10. use any Content posted on the Website solely for personal use. The use of the Content for any other purpose is permitted only with the express consent of the authorised person;
 11. not to post Content or statements of an advertising or commercial nature, or which violate public decency or tarnish the good reputation of Tutlo or the Website;
 12. provide only Content which the User is authorised to post on the Website;
 13. follow the rules of public decency when participating in lessons.
- B. The User has the right to:
1. uninterrupted access to the Website, subject to the provisions of these Terms of Service;
 2. save the provisions of the Agreement, to participate in Individual Lessons with the same Tutor for no longer than one hundred and sixty (160) minutes within a 24-hour period – once this limit is exceeded, the lesson shall be discontinued;
 3. evaluate the lesson and the Tutor after the lesson is completed, and the materials in the manner made available by the Operator;
 4. withdraw from the Agreement within 14 days as of the date of its conclusion, subject to the provisions of these Terms of Service and/or the Agreement;
 5. terminate the Agreement on the terms set out therein;
 6. delete their Account on the Website.
- C. The User shall not be entitled to:
1. record or publish individual lessons or conversations held as a part of the Service or the Course without the Operator's prior consent;
 2. use the personal data of Polish Tutors, English Experts or Native Speakers for any purpose other than that specified in these Terms of Service;
 3. copy and use the Content in any way other than for the purpose of using the Services.
- D. Should Tutlo obtain reasonable information that the User has breached the obligations set out in Section XII.A.1–13 hereof, Tutlo shall notify the User of the detected breach and its nature by email sent to the email address listed in the Agreement, and shall request that the User immediately stops the breach defined in the notification.
- E. Should the User fail to comply with the request received from Tutlo within twenty-four (24) hours as of receiving the notice, the Operator shall be entitled to suspend the User's access to the Account for twenty-four (24) hours as of the User's receipt of the Account suspension notification. In such a case, the User shall receive a notification that their Account is suspended to the email address specified in the Agreement. During Account suspension, the User shall not be able to use the Course or the Educational Materials. The Agreement shall not be extended by the duration of such Account suspension.
- F. If Tutlo obtains reasonable information that the User has breached the obligations set out in Section XII.A.4–13 hereof, the Operator shall be entitled to immediately suspend the User's access to the Account for twenty-four (24) hours from receiving the notification that their Account is suspended, without first requiring the User to cease the breach. In such a case, the User shall receive notification of the Account suspension to the email address specified in the Agreement. During the Account suspension, the User shall not be able to use the Course or the Educational Materials. The Agreement shall not be extended by the duration of such Account suspension.
- G. If an Account is suspended as described in Section XII.F above, the Operator shall further notify the User via email to the email address stated in the Agreement of the reasons for which the Account has been suspended, specify the grounds for the suspension and inform the User that they have the right to submit a complaint.
- H. If, despite Tutlo's actions specified hereinabove, a User breaches the obligations set out in Section XII.A.1–13 hereof three times, the Operator shall request, by an email sent to the User's email address stated in the Agreement, that the User comply with the obligations arising from the Agreement, specify the identified breaches and inform the User that any further breach of the aforementioned obligations shall entitle Tutlo to terminate the Agreement. Following said request, any further breach by the User of the obligations set out in Section XII.A.1–13 hereof shall entitle the Operator to terminate the Agreement between the Operator and the User.
- I. The User shall have the right to bring any claims against Tutlo (including, in particular, complaints submitted in accordance with the rules for submitting complaints set out in Section XVIII hereof) provided for by generally applicable law in connection with Tutlo's use of the measures described above. This means, in particular, that the User may pursue claims for compensation for damage caused in accordance with general principles.

XIII. Rights and Obligations of the Operator

- A. The Operator shall be obliged to:
 - 1. ensure access to the Website and the Application for the purpose of using the Services during the period specified in these Terms of Service, unless reasons not to do so occur, as described in the Terms of Service;
 - 2. promptly rectify any faults in the provision of the Service reported by the User;
 - 3. select Tutors who speak Polish, English Experts who are Polish and Native Speakers to conduct lessons as part of the Service with due care.
- B. The Operator has the right to:
 - 1. temporarily and briefly, for no longer than 6 hours per month, interrupt the operation of the Website and the Application to perform maintenance or modify the Website or the App, or due to force majeure;
 - 2. send technical communications to a User's email address regarding the functioning of the Website, the provision of the Service, and new features on the Website;
 - 3. suspend the Accounts of Users whose actions or omissions breach the provisions of generally applicable law or the provisions of these Terms of Service.
- C. Account Suspension
 - 1. The Operator shall be entitled to suspend an Account; during the time of suspension, the User shall be unable to use the Website, each time for not more than 24 hours.
 - 2. The Operator shall be entitled to suspend an Account in accordance with the rules set out in Section XII hereof.
 - 3. The User shall be notified that their account has been suspended and informed about the reason for such suspension by an email sent to the address specified in the Agreement.
 - 4. The duration of the Agreement shall not be extended by the suspension period.

XIV. The Operator's Liability

- A. The Operator shall not be liable for the outcomes of learning English using the Services on the Website, which result from the User's lack or low level of engagement.
- B. The Operator shall not be liable for technical problems or technical limitations of the User's computer or mobile device that prevent the User from using the Website or the Services, unless they result from the Operator's fault or mandatory legal provisions.
- C. The Operator shall not be liable for any infringement of third-party rights or for any damage caused to third parties as a result of or in connection with the User's actions, in particular due to User's infringement of copyrights and other intellectual property rights of third parties, unless such liability arises from the Operator's fault or from mandatory provisions of law.
- D. The Operator selects Polish Tutors, English Experts and Native Speakers with due diligence resulting from the professional nature of its activities. In particular, the Operator carries out an initial verification of such persons, consisting of checking the Tutor's knowledge and skills, as well as the certificates they hold.
- E. The Operator shall not be liable for interruptions in the functioning of the Website or interruptions in the provision of the Service resulting from force majeure understood as an event that could not have been foreseen and the consequences of which could not have been prevented. In the event of force majeure, the Operator shall be obliged to immediately notify the User that the Service has been interrupted and to state the reason therefor.

XV. Intellectual Property

- A. The Operator holds all economic copyrights to all works contained on the Website, including, but not limited to, the Educational Materials and Courses.
- B. Any copying, distribution or other use of the Content contained on the Website without the Operator's prior written consent is prohibited.
- C. The User shall not have the right to use the Content for commercial purposes (including, but not limited to, selling, reselling or in any other way transferring, copying, distributing or promoting it). The User shall not have the right to use the Content in a manner that requires a licence for public use (performance). The User shall be entitled to use the Content and the Website solely for their own personal use.

XVI. Procedure for Reporting Unlawful Content

- A. The User shall be solely liable for the nature, correctness, completeness, accuracy, suitability and substantive content of the Content they post, as well as for their participation in lessons. The Operator shall not be liable for the Content, save Article 14 of the Act on Electronically Supplied Services. The Content posted does not reflect Tutlo's views and shall not be equated with its activities.
- B. Should a User become aware that some Content posted on the Website breaches these Terms of Service, they should report that fact to the Operator to the following email address: kontakt@tutlo.pl.
- C. It is prohibited to post unlawful Content or Content associated with unlawful activities on the Website, and in particular Content which constitutes:
 - 1. works within the meaning of the Act on Copyright and Related Rights or objects of related rights, as well as objects of industrial property rights within the meaning of the Industrial Property Act (e.g. a trademark) if the

User publishing them on the Website is not authorised to use them in a manner permitting their publication on the Website;

2. infringement of personal rights of natural persons or legal entities within the meaning of the Civil Code (e.g. providing false information about a natural person or legal entity, publishing the image of a third party without their consent);
 3. breach of applicable law, including public incitement to hatred on grounds of nationality, ethnicity, race, religion or lack of religious denomination, committing a crime or offence, and offending religious feelings within the meaning of the Criminal Code;
 4. infringement of other third-party rights.
- D. Unless expressly provided otherwise, the User shall not be entitled to any remuneration for posting Content on the Website.
- F. The Operator reserves the right to remove Content which it deems unlawful. The Operator does not monitor prior or current Content posted on the Website. The Operator may block Content upon receiving information from third parties.
- G. If Content posted by the User on the Website infringes any third-party rights or applicable law, or causes damage to a third party, the User shall be obliged to compensate Tutlo for any loss or damage incurred as a result of such infringement.

XVII. Personal Data Protection

- A. To the extent that the Users' data constitutes personal data as defined in legal regulations, the Users' data is processed by the Operator as the data controller.
- B. Users' personal data is processed in accordance with applicable law (in particular in accordance with Regulation (EU) 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 [General Data Protection Regulation]), as well as these Terms of Service, the Privacy Policy and the Cookies Policy.
- C. The provision of personal data by the User is voluntary, but necessary to create an Account, use the Services, and conclude and perform the Agreement.
- D. Detailed information regarding the protection of personal data can be found on the Operator's website at: <https://Tutlo.com/pl/ochrona-danych-osobowych/>

XVIII. Complaints

- A. The User is entitled to lodge a complaint regarding the provision of the Service by the Operator. A complaint may be lodged (1) in writing to Tutlo Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw, address: ul. Nowogrodzka 42/501, 00-695 Warsaw, or (2) by any other means that enable the Operator to familiarise themselves with the content of the complaint.
- B. The complaint should include the User's details and a description of the issues raised.
- C. The Operator shall respond to the complaint within 14 days as of receiving the complaint and notify the User of any further steps. If the complaint is justified, the Operator shall inform the User of the proposed resolution. If the Operator finds that the complaint requires further information, the Operator shall contact the User without delay.
- D. If the complaint is rejected, the User may contact the municipal or poviát consumer ombudsman. Information is provided free of charge by phone, email or in person at the ombudsman's office. The address and telephone number of the relevant ombudsman can be found on the website of the relevant District Office (Starostwo Powiatowe) or Municipal Office, as well as on the website of the Office of Competition and Consumer Protection.

XIX. Alternative Dispute Resolution

- A. Handling complaints and redress procedures by way of alternative dispute resolution (ADR) is voluntary. The following provisions are for information purposes only and do not form an obligation for the Operator to use such ADR methods.
- B. The consumer has the right to use out-of-court complaint handling and redress procedures. Detailed information regarding the possibility of using out-of-court complaint handling and redress procedures, as well as the rules for accessing these procedures, is available on the website of the Office of Competition and Consumer Protection at: <https://uokik.gov.pl/stale-sady-polubowne> and <https://polubowne.uokik.gov.pl/rejestr,5.pl.html>.

XX. Withdrawal and Termination of the Agreement

- A. The Client may withdraw from the Agreement by submitting a withdrawal notice to the Operator within 14 days as of the date of Agreement conclusion. The User may send the notice of withdrawal from the Agreement in a documentary form.
- B. The Client may submit a notice of withdrawal from the Agreement in any form, e.g. (1) by email to: kontakt@tutlo.pl, (2) by post to the Operator's address: ul. Nowogrodzka 42/501, 00-695 Warsaw, or (3) by any other means that enable the Operator to review the content of the Agreement withdrawal notice. The withdrawal notice must be submitted within 14 days as of the date on which the Agreement was concluded.

- C. The Client may use the template of the withdrawal form available on the Website.
- D. The template of the withdrawal form is attached as Annex no. 1 hereto. It is not necessary to use the template for the withdrawal to be valid.
- E. The Client shall have the right to terminate the Agreement under the terms specified therein. The User may submit a notice of Agreement termination to the Operator in any form, e.g. (1) by email to: kontakt@tutlo.pl, (2) by post to the Operator's address: ul. Nowogrodzka 42/501, 00-695 Warsaw, or (3) by any other means that enable the Operator to review the content of the notice.
- F. The Operator may, in each Agreement, specify the minimum duration of the obligations arising from the Agreement as defined in Article 12.1.17 of the Consumer Rights Act, of which the User shall be informed in the text of the Agreement, made available for review prior to its conclusion.
- G. The Agreement may not be terminated before the expiry of the minimum duration of the User's obligations referred to in the Agreement. The minimum duration of the obligations referred to in the preceding sentence shall not apply where the provisions of generally applicable law provide otherwise, in particular Article 746 of the Civil Code.
- H. The valid reasons referred to in Article 746 § 3 of the Civil Code shall be understood to include, in particular, the User's long-term illness or loss of employment or source of income.

XXI. Provisions Concerning Business Users

- A. This section of these Terms of Service shall apply exclusively to Business Users and Users using the Website on the basis of an agreement concluded with a Business User.
- B. The use of the Services shall be governed by the Agreement concluded between Tutlo and the Business User, save that in matters not covered by the Agreement, the provisions of these Terms of Service shall apply.
- C. The following sections of these Terms of Service shall not apply to agreements concluded with a Business User: VII, X, XV, XVI, XVII, XX, Annex 1.
- D. The registration of a Business User or a User via the Website under an agreement concluded with a Business User shall be carried out by the Operator in accordance with the data and information obtained from the Business User, unless the concluded agreement provides otherwise.

XXII. Final Provisions

- A. These Terms of Service shall remain in force from 28 October 2025 for an indefinite period of time.
- B. Notifications concerning any amendments hereto shall be sent via email or posted on the Website as clear and explicit information, in both cases at least 14 days in advance.
- C. The Operator reserves the right to amend these Terms of Service for the following valid reasons:
 1. a change in the company name, its legal form, identification numbers, address details or contact details;
 2. editorial changes;
 3. if a change to the Terms of Service is necessary due to a change in generally applicable law – to the extent necessary;
 4. fulfilment of an obligation arising from a final and non-appealable court judgment or a decision by administrative authorities;
 5. necessary changes arising from User safety considerations, including those aimed at preventing the use of the Website in an illegal manner or a manner that is not compliant with these Terms of Service;
 6. the introduction of significant changes to the functioning of the Website, including those related to technical or technological progress, involving changes to the Operator's systems.
- D. The Operator reserves the right to modify the functioning of the Website, including the Services, by introducing changes that are not necessary to maintain compliance with the Agreement and do not require Agreement amendment, where it arises from:
 1. improving or changing the existing functionalities, optimising the operation of the Website and/or Services, in particular by changing the layout, modifying the content of lessons and exercises, and removing selected elements;
 2. editorial changes related to the need to correct or remove errors;
 3. changes to algorithms affecting User behaviour and engagement;
 4. security improvements that do not affect compliance with the Agreement, including in particular the patching of exploits and bugs.
- E. The Operator shall notify Users of any changes referred to in Section XXII.2 hereinabove via email sent to Users, a message displayed on the Website, or via a push notification. If a modification of the Website or the Services significantly and adversely affects access thereto, the User shall have the rights provided for in generally applicable law.
- I. A User that does not accept the changes to the Terms of Service regarding services provided free of charge has the right to terminate the Agreement within 14 days as of receiving the notification of changes to the Terms and Conditions.
- J. The previous wording of these Terms of Service shall apply to paid services that were active before the new Terms of Service entered into force.
- K. These Terms of Service and the Agreement shall be governed by Polish law.
- F. To all the matters not covered by these Terms of Service, the provisions of the Act on Electronically Supplied Services, the Civil Code and other mandatory provisions of law shall apply.

G. The Annexes to the Terms of Service form an integral part thereof.

ANNEX NO. 1 TO THE TERMS OF SERVICE

AGREEMENT WITHDRAWAL FORM

(to be completed and returned only in the event of withdrawal from the Service Agreement concluded with Tutlo Sp. z o.o.)

Addressee: Tutlo Spółka z ograniczoną odpowiedzialnością, ul. Nowogrodzka 42/501, 00-695 Warsaw, email: kontakt@tutlo.pl

I hereby give notice of my withdrawal from the agreement designated as follows:

Agreement number:	Agreement concluded on:	First name and surname:	Address: