

## REGULATIONS

providing services by electronic means  
website [www.LifeArchitect.com](http://www.LifeArchitect.com)  
(hereinafter referred to as the **Regulations**)

The administrator of the LifeArchitect.com website is the Świadoma Edukacja Foundation with its registered office in Poznań, entered into the National Court Register under the number KRS 0000603873, which was given the Tax Identification Number 7792440071. Contact with the Administrator is possible on the following data:

- 1) postal address: Aleje Marcinkowskiego 26/7, 61-745 Poznań;
- 2) telephone number +48 518 501 701;
- 3) e-mail address: [biuro@lifearchitect.pl](mailto:biuro@lifearchitect.pl).

### § 1.

#### Definitions

The terms used in the Regulations mean:

- 1) **Website** - the website run by the Service Provider under the name LifeArchitect available at <https://lifearchitect.com>.
- 2) **Consumer** - a natural person performing activities not related directly to his business or professional activity.
- 3) **Services** - services provided electronically by the Service Provider to the Service Recipient through the Website.
- 4) **Privacy Policy** - a set of rules used by the Service Provider regarding the processing and protection of personal data of natural persons within the Website.
- 5) **GDPR** - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (general regulation on data protection).
- 6) **Act** - the Act of July 18, 2002 on the provision of electronic services.
- 7) **Service Provider** - Świadoma Edukacja Foundation with its registered office in Poznań, entered into the National Court Register under the number KRS 0000603873, which was given the Tax Identification Number (NIP) 7792440071.
- 8) **Service Recipient** - a natural person using the Website, having full legal capacity, a legal person or an organizational unit without legal personality, whose separate regulations grant legal capacity. The Service Recipient may also be a natural person who does not have full legal capacity, provided that he obtains the consent of his legal representative or legal guardian to use the Website.

### § 2.

#### Preliminary Provisions

1. The Service Provider provides Services in accordance with the Regulations and generally applicable law.
2. The Regulations implement the obligations of the Act, set out the terms and conditions for the provision and use of Services, in particular:
  - a) the type and scope of Services rendered;
  - b) technical conditions for providing the Services;
  - c) information about the prohibition on the provision of unlawful content by the Service Recipient;
  - d) the conditions for concluding and terminating contracts for the provision of Services;
  - e) description of the complaint procedure regarding the provision of Services.
3. The Service Provider provides the Regulations free of charge in a way that allows obtaining, reproducing and recording its content using the Service Recipient's IT system. The Service Recipient may read the Regulations at any time, including on demand or before concluding a contract for the provision of Services.

4. The condition of using the Services and the Website is to read the Regulations and accept them. The Service Recipient should read the Regulations immediately after entering the Website, in the event of disagreement with the provisions of the Regulations, he should leave the Website ceasing to browse its content.
5. The Service Provider ensures the availability of Services 24 hours a day, 7 days a week, except for technical breaks or breaks resulting from reasons beyond the Service Provider's control, including due to force majeure.
6. The Service Provider ensures the proper functioning of the ICT system it uses and prevents access to individual Services by unauthorized persons. When fulfilling this obligation, the Service Provider uses appropriate cryptographic techniques consisting in verification of the Service Recipient using individual access data.
7. The Service Provider prohibits entering the Website and distributing illegal content through it or taking actions that may interfere with the System or damage it. The Service Provider prohibits the use of the System and Services in a manner contrary to the law. **In particular, it is forbidden to post and transmit through the Website content or links to websites that violate the rights and moral rights of third parties, that incite racial, ethnic, religious, cultural hatred and those relating to sexual orientation, that promote pornography and violence, advertising, and that are contrary to the rules generally accepted in the Internet community.**
8. The Service Provider may, without prior notice, stop providing Services or prevent access to them if he / she receives reliable information that the Customer uses the Services in a manner contrary to the law or the Regulations.
9. The Service Provider may delete the data entered into the System by the Customer without prior notice or prevent access to it, if he receives reliable information that the data is contrary to the law or the Regulations.
10. The Service Provider reserves the right to display messages addressed to the Service User when browsing the Website content or using the Services.

### **§ 3.**

#### Services

1. The Service Provider provides services normally available on this type of websites, with the distinction of the following Services:
  - a) **Publications** - services enabling familiarization with materials made available by the Service Provider publicly and free of charge, such as articles on the Blog, Life Architect broadcasts, Psychological quiz; The content made available as part of the Publication are made available on individual tabs of the Website and usually the Customer may download and save them on their computer; The Service Recipient may use the Publication anonymously, without the need to create an Account on the Website and log into this Account;
  - b) **Store** - services enabling the conclusion of contracts for the supply of digital content and the sale of products and Services of the Service Provider or other entities; The store includes functionalities such as shopping cart, access to online payment gates and automatic sending of messages confirming the terms of the transaction, necessary for lawful and customary online trading to conclude sales contracts;
  - c) **Account** - services providing access to parts of the Website that are non-public and / or payable; The Customer uses the Account through individual access data (login and password); The account allows, among others concluding contracts for the supply of digital content, used products or services purchased in the Store, including downloading and saving related materials on the Customer's device (if this is due to their specificity);
  - d) **Communication** - services enabling communication between the Service Recipient, Service Provider and other entities; Communication includes, in particular, the option of subscribing or unsubscribing

from the mailing list (newsletter) or using contact forms to provide information and documents; Messages sent as part of a mailing list may contain commercial or direct marketing information.

2. The Service Recipient independently decides which data he enters, provides or downloads while using the Services.
3. The use of the Services and the Website is connected with the transmission of data through the public Internet network, which is associated with the risk characteristic of this network, including the loss or interception of the transmitted data. Subject to the first sentence, the use of the Services is not associated with special threats to the Service Recipient.
4. The Service Provider sends messages as part of the mailing list only to Service Users subscribed to this list, who voluntarily provided their data to the Service Provider. The Service Recipient may subscribe to the mailing list when creating the Account or at a later date and unsubscribe from this mailing list at any time. The service provider allows to unsubscribe from the mailing list by using the link in each message sent.

#### § 4.

##### Conclusion and termination of the agreement

1. Services provided through the Website are provided on the basis of an agreement between the Service Provider and the Service Recipient.
2. In the case of Publications, the agreement is concluded by the start of use of the Publication by the Service Recipient.
3. The Communication Service require prior provision of the relevant contact information by the Service Recipient and acceptance of the contents of these Regulations.
4. The conclusion of the agreement for the Account service occurs when the Service Recipient creates an account on the Website and accepts these Regulations.
5. The Store service requires the Service Recipient to create an account on the Website, accept these Regulations, and each time accept the terms and conditions of the agreement for the purchase of services or goods.
6. The agreement is concluded:
  - a) In the case of Publications for the duration of the use of Publications;
  - b) In terms of Communications and Account for an indefinite period of time;
  - c) In the case of a Store, until the agreement is executed.
7. The Service Recipient shall have the right to terminate the contract for Publications at any time by ceasing to use the Website.
8. In the case of Communications and Account, the Service Recipient may terminate the contract at any time with immediate effect by submitting an appropriate statement to the Service Provider or by liquidating the account.
9. The termination of an agreement concluded under the Store Service shall be governed in each case by the content of the agreement concluded between the parties for the purchase of services or goods.
10. The Service Provider may terminate any agreement for Services by a unilateral statement of will, with immediate effect, if the Service Recipient violates the provisions of the Regulations or his actions are contrary to accepted principles of morality, or if they are detrimental to the Service Provider or other Service Recipients.

#### § 5.

##### Store

1. The Store is intended for adults and persons with full legal capacity.
2. The Store makes transactions by placing orders in accordance with the information and messages appearing on the Website after selecting the Service. Before placing an order, the Customer should:

- a) become familiar with the terms and availability of the Service;
  - b) set up an Account on the Website - if required;
  - c) confirm the knowledge of the regulations and principles of personal data protection related to the Service, as well as confirm the veracity and completeness of the data and information provided by them.
3. The Service Provider displays a message about the receipt of the order and confirms its acceptance for processing by e-mail. The agreement within the meaning of the Civil Code is concluded upon confirmation of the order for processing by e-mail.
  4. By placing an order, the Service User is obliged to enter current, complete and true data. The entered data may not violate the law, decency and rights of third parties.
  5. The Service Provider offers through the Store products and services of its own as well as those of other entities related personally or by share with the Service Provider.

## **§ 6.**

### Account

1. The Customer may set up an Account by registering on the Website or using existing profiles on Facebook or Google. The Service User may also order the Service Provider to set up an Account for him, by contacting him by phone or via e-mail.
2. In the event that the Service Recipient wishes to purchase services that can only be accessed through a previously established Account, the Service Provider shall, with the prior consent of the Service Recipient and subject to acceptance of these Regulations and the Privacy Policy, set up an Account for the Service Recipient and provide the Service Recipient with the data needed to log in.
3. The Service Provider confirms the Account's assumptions by e-mail sent to the address provided by the Customer when setting up the Account. Creating and having an Account on the Website is free. The User may have only one Account.
4. The owner of the data entered on the Website when creating and using the Account and the person responsible for this data is the Service Recipient. The Service Provider is not responsible for the data, content and consequences of the statements made by the Customer or other persons through the Website.
5. Account access data (login and password) are confidential. The Service Recipient is prohibited from using an Account that has not been created for him and sharing his access data with third parties. The Service Provider is not responsible for the consequences of disclosure of access data and for the actions of persons who have obtained access to such data.
6. The Service Recipient is obliged to update his data provided when creating the Account. Update functions are available after logging into the Account.
7. The Service Recipient may at any time request the Service Provider to delete his Account. Deleting an Account as a result of such a request means resignation from the Services related to the Account and loss of the ability to use the digital materials provided by the Account.
8. The Service Provider may at any time, without prior notice, deprive or limit access to the Account or delete the Account, if it receives reliable information that the Service Recipient violates the provisions of the Regulations. The Service Provider may inform the Customer in advance about the circumstances described in the first sentence by sending an e-mail.

## **§ 7.**

### Terms of Service

1. The Service Provider defines the minimum technical requirements enabling the proper use of the Services and the Website:
  - a) in terms of equipment: a device enabling smooth browsing of websites at a resolution of

- 1366x768 and filling in Internet forms;
- b) in terms of software: a web browser enabling displaying HTML documents related to the Internet with Cookie's and Java Script enabled (Google Chrome recommended in its latest version);
  - c) in the scope of services from third parties: access to the public Internet network.
2. The Service Provider shall not be liable for incorrect operation of the Services and the Website for reasons beyond his control or not attributable to him. The Service Provider is not responsible in particular for: (a) incorrect functioning of the equipment, (b) incorrect functioning of the software, (c) incorrect functioning of access to the public Internet network, (d) the conduct of third parties contrary to the law or the Regulations.
  3. The Service Provider or other entities have copyrights to the Services and the Website, including its composition, graphics and other creative content, as well as information and materials published on the Website. The elements of the Website described in the first sentence constitute works within the meaning of the Copyright and Related Rights Act and are subject to legal protection (hereinafter referred to as **Works**).
  4. The Service Provider allows the Service Recipient to use the Works only for his personal use to the extent that is necessary to use the Services. The Service Provider prohibits the development or dissemination of Works and their studies without his consent, previously granted and in writing under pain of nullity (*ad solemnitatem*).
  5. The Service Provider - after the conclusion of the contract for the purchase of products or services online - immediately makes available acquired content on the Customer's Account, unless this is not apparent from the offer, it is not technically possible or is not justified due to the nature of the product or Service. The Service Provider will inform the Customer about these circumstances immediately (if this was not previously the result of the offer) and indicate the estimated time of making the purchased content available. In the event of a request to set up an Account by the Service Provider, the time needed to make the content available may be extended by the time necessary to set up an Account.
  6. Services related to training, workshops and therapy are purely educational. The use of these Services does not replace medical assistance, in particular psychotherapy, medical or pharmacological treatment. The Service Recipient's health and emotional problems may be a contraindication to using these Services. In this case, the use of them should be consulted with the appropriate specialist.
  7. Recipients using the Services in the field of workshops, courses, training and therapies taking place in real time (online) are obliged to comply with the principles of personal culture and enable the facilitator and other participants to run the Service smoothly.

## § 8.

### Prices and payment methods

1. The prices provided on the Website are expressed in the United States Dollar (USD) and include tax on goods and services in the amount resulting from separate regulations (gross prices).
2. Prices and descriptions of individual products and services provided on the Website - regardless of the term used in their description - constitute commercial information and not an offer within the meaning of art. 66 § 1 of the Civil Code.
3. The Service Provider reserves the right to change prices and descriptions published on the Website, as well as posting new offers, conducting marketing campaigns and other similar commercial activities.
4. The Service Provider indicates the available payment methods for individual products and Services in their description. Depending on the case, the Service Provider allows to pay the sale price in one, several or all of the following ways:
  - a) by traditional or online transfer, including via the Revolut platform - the order will be processed after the total sale price has been credited to the bidder's bank account;

- b) fast internet transfer via the "Przelewy24" payment gateway - the order will be processed after the total sale price has been credited to the bidder's bank account; these transactions are carried out through PayPro S.A. with its registered office in Poznań in accordance with the regulations: [www.przelewy24.pl/regulamin](http://www.przelewy24.pl/regulamin);
- c) fast internet transfer via PayPal payment gateway - the order will be processed after the amount on the Administrator's account is the total sale price of the order placed; these transactions are carried out via PayPal (Europe) S.a r.l. & Cie, S.C.A. based in Luxembourg in accordance with the regulations: [www.paypal.com/pl/webapps/mpp/ua/legalhub-full?locale.x=pl\\_PL](http://www.paypal.com/pl/webapps/mpp/ua/legalhub-full?locale.x=pl_PL);

## **§ 9.**

### Cookies

1. The use of the Service Provider's Services involves entering into the Customer's ICT system data that is not a component of the Services, which are files stored on the Customer's end device intended for use in connection with the use of the Website (hereinafter as Cookies).
2. The website does not automatically collect any information, except for information contained in Cookies and selected user sessions.
3. Cookies usually contain the name of the page from which they originate, storage time on the end device and a unique number. Cookies are used to adapt and optimize the content of the Website to the recipient's preferences.
4. Cookies, in particular: allow the recipient to recognize the device and display content in a manner tailored to his individual needs; they allow you to create statistics that help you understand how the Service Provider uses the Website to improve its structure and functionality.
5. The Service Provider usually uses the following two types of Cookies, i.e. session cookies and persistent cookies. Session cookies are temporary files stored on the Service User's terminal device until logging out, leaving the System or turning off the software providing access to the System. Permanent Cookies are stored on the Service Provider's terminal device for the time specified in the parameters of these files or until they are deleted by the Service Provider.
6. As part of the System, the Service Provider uses the following types of cookies: (a) necessary cookies, enabling the use of services available on the Website, e.g. authentication cookies used for services that require authentication on the Website; (b) cookies used to ensure security, e.g. used to detect fraud in the field of authentication on the Website; (c) performance cookies, enabling the collection of information on how to use the Website's pages; (d) functional cookies, enabling the user to remember the settings selected by the Service Recipient and personalizing the Website interface, e.g. in terms of the language or region of the Service Recipient's origin, font size, website appearance, etc.

## **§ 10.**

### Information clause (Consumer Rights)

1. The Consumer has the right to withdraw from the contract within 14 days without giving any reason. The deadline to withdraw from the contract expires after 14 days from the day:
  - a) conclusion of a contract that concerned the provision of services or the supply of digital content that is not provided on a tangible medium,
  - b) in which the Buyer came into possession of the item or in which a third party other than the carrier and indicated by the Buyer came into possession of the item, in the case of a contract requiring the transfer of ownership of the item.
2. To exercise the right of withdrawal, the Consumer must inform the Seller of the decision to withdraw from the contract by an unequivocal statement (for example, a letter sent by post, fax or e-mail). The Buyer may use the model withdrawal form attached to the GTC, but it is not mandatory.
3. To meet the deadline to withdraw from the contract, it is sufficient for the Consumer to send information

regarding the exercise of his right to withdraw from the contract before the deadline to withdraw from the contract.

4. In the event of withdrawal from the contract, the Seller returns to the Consumer all payments received, including the costs of delivery (except for additional costs resulting from the method of delivery chosen by the Consumer other than the cheapest usual delivery method offered by the Seller), immediately, and in any case not later than 14 days from the day on which the Consumer informed the Seller about the decision to exercise the right of withdrawal.
5. The Seller shall refund payments using the same payment methods that were used in the original transaction, unless the Consumer has expressly agreed to a different solution; in any case, the Consumer shall not bear any fees in connection with this return. In the event of withdrawal from the contract requiring the transfer of ownership of the item, the Seller may withhold reimbursement until receipt of the item or until proof of its return is provided, whichever occurs first.
6. If the Consumer has received an item in connection with the contract, he is obliged to send it back or hand it over to the Seller immediately, not later than 14 days from the day on which he informed about the withdrawal from the contract. The deadline is met if the consumer sends the item back before the 14-day deadline. The Consumer is obliged to bear the direct cost of returning the item. The consumer is only responsible for reducing the value of the item resulting from using it in a different way than was necessary to establish the nature, characteristics and functioning of the item.
7. If the Consumer has demanded to start providing services before the deadline to withdraw from the contract, then he shall be obliged to pay the Seller an amount proportional to the scope of services fulfilled until the moment he informed the Seller about the withdrawal from the contract.
8. The consumer is not entitled to withdraw from a distance contract in respect of contracts:
  - a) for the provision of services, if the Seller has fully performed the service with the express consent of the Consumer, who was informed before the commencement of the service that after fulfilling it by the Seller he will lose the right to withdraw from the contract,
  - b) in which the subject of the service are sound or visual recordings or computer programs delivered in a sealed package, if the package was opened after delivery,
  - c) for the provision of accommodation services other than for residential purposes, transport of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract indicates the day or period of service provision,
  - d) for the supply of digital content that is not stored on a tangible medium, if the performance of the service began with the express consent of the Consumer before the deadline to withdraw from the contract and after informing him by the Seller about the loss of the right to withdraw from the contract.
9. The Consumer may use extrajudicial means of dealing with complaints and redress. To take advantage of the possibility of amicable settlement of disputes when shopping online, the Consumer may submit his complaint, e.g. via the EU ODR online platform, available at: <http://ec.europa.eu/consumers/odr/>.

## **§ 11.**

### **Personal Data**

1. The Service Provider is the data controller of the Service Recipient's personal data within the meaning of the GDPR.
2. Detailed provisions regarding the processing of the Service Recipient's personal data are included in a separate Privacy Policy on the Website.

## **§ 12.**

### **Complaints**

1. Customers may submit written complaints regarding matters related to Services, by registered mail sent

to the data indicated in the introduction of the Regulations.

2. The condition for considering the complaint is that the Customer provides the following data:
  - a) designation of the Service Recipient, including his name, postal address, e-mail address, telephone number, and in the case of legal persons the name, address of the registered office and contact details of the person authorized to deal with matters related to the submitted complaint;
  - b) date of occurrence and description of the problem underlying the complaint.
3. The complaint may relate to the Service Provider blocking access to the Account or deleting the Account due to a breach of the Regulations. Before submitting a complaint in the scope described in the first sentence, the Service Recipient requests the Service Provider to justify the decision to block access to the Account or to delete it. In the complaint, the Service Recipient is obliged to respond to the justification received and provide explanations. The Service Provider may unblock or restore the Account.
4. The Service Provider shall consider complaints no later than within 14 days from the date of receipt of the notification, and if this was not possible, inform the applicant about a different date for considering the complaint. The lack of consideration of a complaint within the indicated period does not mean its recognition by the Service Provider.
5. The Service Provider shall notify the notifier of the complaint immediately, in writing or via e-mail to the addresses provided in the application.
6. Complaints about products and services offered by the Store are handled by the entity that offers the product or service.

## **§ 12.**

### Final Provisions

1. Agreements via the Website are concluded in accordance with Polish law and in Polish (translated into English), which are appropriate for the interpretation, application and handling of disputes related to the Regulations. In matters not covered, the provisions of generally applicable law of the Republic of Poland shall apply, including the Civil Code, the Act on the protection of personal data, the Act on the provision of electronic services, the Act on copyright and related rights, and the Act on consumer rights.
2. The Service Provider reserves the right to change the provisions of the Regulations. The changes are effective after 7 days from the date of their publication on the Website. Posting changes means introducing them to the means of electronic communication in such a way that the Service Recipient can become familiar with their content. The amendment to the Regulations does not affect the provisions of previously concluded contracts.
3. The invalidity, ineffectiveness or unenforceability of any of the provisions of the Regulations, in any scope, shall not cause invalidity, ineffectiveness or unenforceability of its other provisions.
4. The Service Recipient undertakes to cooperate in good faith with the Service Provider in the performance of contracts for the provision of Services, including providing explanations as to the legality of his instructions and instructions to timely fulfill his obligations under the law.

Model withdrawal form\*

Addressee: \_\_\_\_

Sender: \_\_\_\_

Please be advised of my withdrawal from the contract of sale of the following items / for the provision of the following service \*\*: \_\_\_\_

Date of conclusion of the contract / receipt \*\*: \_\_\_\_

.....

(legible date and signature)

• The form should be completed and returned only if you wish to withdraw from the contract. \*\* Delete where not applicable.