

Terms and Conditions of eTrapez

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Terms and Conditions in PDF format (downloadable)

Hello!

My name is Krystian Karczyński, and I am the creator of digital content, which I sell through my online store available at <https://etrapez.pl>. I am very pleased that you have placed your trust in me and are interested in shopping at my store.

For the record, here are my full registration details:

eTrapez Educational Services E-Learning

Krystian Karczyński

Piaskowa Street 101, unit 4, 72-010 Police, Poland

NIP: 851-255-28-82, REGON: 812724471, D-U-N-S®: 425570691

I run a sole proprietorship as an individual and issue VAT invoices.

Below you will find the Terms and Conditions, which include, among others, information about how to place an order leading to the conclusion of a contract, details regarding the fulfillment of the concluded contract, the rules for providing access to digital content and services, available payment methods, the procedure for withdrawing from the contract, and the complaint process.

If you have any questions, we are at your disposal at the email address kkarczynski@etrapez.pl, phone number +48 534 864 486, or via online messengers **Messenger** and **Instagram**. We respond to customer inquiries on business days.

Best regards and happy shopping!

The eTrapez Online Service Team

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§ 1 Definitions

For the purposes of these Terms and Conditions, the following definitions apply:

1. **Update** – an update that the Seller has undertaken to provide and which is necessary to maintain the Digital Content’s compliance with the Agreement;
2. **Price** – the value expressed in monetary units that the Buyer is obliged to pay to the Seller for the Digital Content;
3. **E-payment** – payment of the Price for Digital Content using a digital representation of value, in particular by means of electronic vouchers, e-coupons, virtual currencies, etc.;
4. **Buyer** – a natural person, legal entity, or organizational unit with legal capacity, in particular a Consumer or a Business with Consumer Rights (see below);
5. **Consumer** – a natural person concluding an Agreement with the Seller that is not directly related to their business or professional activity;
6. **Business with Consumer Rights (PNPK)** – a natural person concluding an Agreement with the Seller directly related to their business, where the content of the Agreement indicates that it does not have a professional character for this person, especially based on the subject of their business activity as disclosed in the Central Register and Information on Economic Activity;

7. **Terms and Conditions** – the Terms and Conditions of the eTrapez online service, available at <https://etrapez.pl/regulamin>;
8. **Service** – the website operating at <https://etrapez.pl> and its subdomains and extensions;
9. **Seller** – Krystian Karczyński, conducting business under the name “eTrapez Usługi Edukacyjne E-Learning Krystian Karczyński”, Piaskowa Street 101, unit 4, 72-010 Police, NIP: 851-255-28-82, REGON: 812724471;
10. **Digital Content** – data produced and delivered in digital form;
11. **User Content** – content provided or created by the Consumer or PNPk while using the Digital Content;
12. **Agreement** – an agreement concluded between the Seller and the Buyer, the subject of which is the sale of Digital Content or the provision of Electronic Services to the Buyer;
13. **Digital Services** – services that allow the Buyer to:
- create, process, store, or access data in digital form;
 - share digital data jointly that has been submitted or created by the Buyer or other users of the Digital Service;
 - other forms of interaction through digital data;
14. **Electronic Services** – any electronic services provided by the Seller to the Buyer via the Service.
15. **Course** – Digital Content sold by the Seller, thematically grouped and available to the Buyer online through an internet browser, and optionally downloadable to the Buyer’s hard drive for an additional fee.
16. **“Virtual Krystian” Application** – Digital Content sold by the Seller as an optional add-on to selected Courses, available to the Buyer online through an internet browser. An interactive functionality within etrapez.pl, enabling Users to ask questions and receive answers using artificial intelligence technology (OpenAI’s ChatGPT model), particularly for supporting learning and solving math problems.
17. **Course Bundle** – a set of multiple Courses sold in a single transaction as a package.
19. **Free Lessons** – Digital Content, being fragments of Courses, made available to the Buyer by the Seller for free in exchange for consent to process their personal data.

20. **Certificate** – a PDF file containing the user's name and the title of the completed Online Course.

21. **Course Completion** – passing a single-choice test for each Lesson within a Course available in the Service, by providing at least 80% correct answers.

§ 2

Preliminary Provisions

1. The Seller sells Digital Content via the Service. The Buyer may purchase Digital Content listed on the Service's pages.

2. These Terms and Conditions define the rules and conditions for using the Service, as well as the rights and obligations of the Seller and Buyers.

3. To use the Service (particularly to place an order), the Buyer's computer hardware or software does not need to meet any special technical requirements. The following are sufficient:

- internet access,
- a standard, up-to-date operating system,
- a standard, up-to-date web browser,
- an active email address.

4. To use Digital Content, depending on its type, it may be necessary to have:

- internet access,
- a standard, up-to-date operating system,
- a standard, up-to-date web browser,
- a standard PDF file viewer (e.g., Adobe Reader),
- a standard video file player that can play AVI, MP4 files (e.g., Windows Media Player).

If the use of Digital Content requires additional technical requirements, such information is presented on the Service in a visible manner for the Buyer, allowing them to make an informed purchase decision.

5. Concluding an Agreement for the delivery of Digital Content cannot be done anonymously or under a pseudonym. The Buyer must provide true and complete personal data to conclude such an Agreement.
6. It is prohibited to provide unlawful content while using the Service, in particular by sending such content via forms available in the Service.
7. Depending on the type of Digital Content or Electronic Services selected, an Agreement of a specific type is concluded between the Seller and the Buyer:
 - for Digital Content, an agreement for the delivery of digital content is concluded;
 - for Electronic Services, an agreement for the provision of electronic services is concluded.
8. To avoid doubt, the Seller clarifies that:
 - Agreements concerning Digital Content are agreements for the supply of digital content, governed by Chapter 5b of the Polish Consumer Rights Act of May 30, 2014;
 - Agreements not concerning Digital Content are not subject to Chapter 5b of the Consumer Rights Act of May 30, 2014.

§ 3

Electronic Services related to the Service

1. The Seller provides specific Electronic Services to the Buyer related to the use of the Service.
2. The primary Electronic Service provided to the Buyer by the Seller is enabling the Buyer to place an order on the Service, which leads to concluding an Agreement with the Seller for the delivery of Digital Content. To place an order, it is necessary to create an account on the Service, as it is required for fulfilling the service.
3. The Seller also provides the Buyer with the Electronic Service of creating and maintaining an account on the Service. The account stores the Buyer's data and the history of orders placed on the Service. The Buyer logs into the account using their email address and a self-defined password. The Buyer is obliged to secure access to their User account against unauthorized access and must not share their login and password with any third parties.
4. The Seller also provides the Buyer with services consisting of granting access to Free Lessons, purchased Courses, as well as issuing Certificates for them.

5. Creating an account on the Service is done by selecting a password and email address during the ordering process or by filling out a separate account registration form available on the Service. The Buyer can delete the account at any time from the account management panel or by sending an appropriate request to the Seller. Deleting the account will not remove information about orders placed using the account; this information will be stored by the Seller until the expiration of claims under the agreement concluded via the Store, unless the Buyer objects to storing this information earlier and the Seller has no overriding interest in retaining it.

Deleting the account will result in the Buyer losing access to purchased Courses via the Service, as well as to Free Lessons.

Deleting the account will not cause the loss of access to purchased and previously downloaded Courses if the Buyer purchased this additional option.

6. If the Buyer decides to subscribe to the newsletter, the Seller provides the Buyer with the Electronic Service of sending email messages containing information about new products, promotions, products, or services of the Seller. Newsletter subscription is done by filling out and submitting the newsletter subscription form or by ticking the appropriate checkbox during the ordering process. The Buyer may unsubscribe from the newsletter at any time by clicking the unsubscribe button included in every newsletter message. The Buyer may also send an email to the Seller requesting removal from the newsletter database.

7. Electronic Services are provided to the Buyer free of charge. Agreements for the delivery of Digital Content concluded via the Service are payable, except for Free Lessons.

8. To ensure the security of the Buyer and the transmission of data in connection with the use of the Service, the Seller implements technical and organizational measures appropriate to the level of risk to the security of the provided Electronic Services, in particular measures to prevent unauthorized acquisition and modification of personal data.

9. The Seller undertakes actions to ensure the proper functioning of the Service. The Buyer should inform the Seller of any irregularities or interruptions in the functioning of the Service.

10. Since the Service is an ICT system managed by the Seller, the Seller may carry out technical and IT works aimed at developing the Service and providing Electronic Services at the highest possible level.

11. As part of the Service development, the Seller may in particular:

a) add new functions and modify or remove existing functions within the Service;

- b) introduce the Service on other types of devices, e.g., mobile devices;
- c) provide an application related to the Service.

§ 4

Placing an Order

1. If the Buyer has an account on the Service, they should log in before placing an order. Logging in is also possible during the ordering process.
2. All descriptions of Digital Content available on the Service's pages do not constitute an offer within the meaning of applicable civil law but an invitation to conclude an Agreement.
3. Placing an order for Courses and the "Virtual Krystian" Application is done by adding the Digital Content of interest to the shopping cart and then filling out the order form. In the form, it is necessary to provide the data required to fulfill the order. At the order stage, the Buyer selects the payment method for the order.

Placing an order for Free Lessons involves creating an account on the Service by ticking the appropriate checkbox during the ordering process or filling out a separate account registration form. It is free of charge.

The condition for placing an order is accepting the Terms and Conditions, which the Buyer should read beforehand. If there are any doubts about the Terms and Conditions, the Buyer may contact the Seller.

The condition for placing an order for the "Virtual Krystian" Application is simultaneously placing an order for selected Courses or having purchased them previously. Information about Courses to which the "Virtual Krystian" Application can be added is available on the Service pages.

4. In the order form, the Buyer must provide true personal data. The Buyer is responsible for providing false personal data. The Seller reserves the right to suspend order fulfillment if the Buyer provided false data or if such data raises justified doubts about its correctness. In such a case, the Buyer will be informed via email about the Seller's doubts. In this situation, the Buyer has the right to explain all circumstances related to verifying the truthfulness of the provided data. If there are no data allowing the Seller to contact the Buyer, the Seller will provide explanations after the Buyer initiates contact.

5. The Buyer declares that all data provided by them in the order form are true, while the Seller is not obliged to verify their truthfulness and accuracy, although they have the right to do so under paragraph 6.

6. The ordering process ends by clicking the button finalizing the order. Clicking the finalizing button constitutes the Buyer's offer to purchase the selected Digital Content from the Seller under the conditions specified in the order form.

§ 5

Price and Payments

1. Payment options available in the Store include credit card payment, electronic payment (including BLIK), bank transfer, and deferred payments via PayPo.

2. Card payments are processed by **Stripe**. Electronic payments, including BLIK, are processed by **Przelewy24** and **PayPal**. Deferred payments are processed by **PayNow** and **PayPo**.

3. Please note that deferred payments provided by PayPo are available only to clients who:

- a) are of legal age;
- b) are consumers under Article 5(1) of the Consumer Credit Act;
- c) have a PESEL number and residence in Poland;
- d) have the ability to repay obligations to PayPo;
- e) have received a positive creditworthiness assessment by PayPo.

4. Available card payment options:

Payment cards:

- * Visa
- * Visa Electron
- * Mastercard
- * MasterCard Electronic
- * Maestro

In the event of a refund for a transaction made by the client with a payment card, the Seller will refund the amount to the bank account linked to the client's payment card.

5. If the Buyer selected online payment when placing the order, after clicking the order finalization button, they will be redirected to a payment gateway handled by an external payment operator to make the payment for the order. If the Buyer selected bank transfer payment, after clicking the order finalization button, they will be redirected to the Service's confirmation page with payment instructions. Payment for the order should be made within 3 months of placing the order. After this period, the Seller may assume that the Buyer has resigned from purchasing the Digital Content and cancel the placed order.

6. The Seller may offer Buyers the option of E-payment, e.g., via a discount code, voucher, or other e-coupon. In such a case, the Buyer may pay the Price, in whole or in part, via E-payment, according to the instructions available on the order form page. Providing the option for E-payment is not the Seller's obligation.

7. After completing the transaction, the Seller sends the Buyer a VAT invoice electronically, to the email address indicated by the Buyer in the order form. The Buyer's acceptance of this form of receiving the invoice is a necessary condition for making a purchase. The Buyer is responsible for the accuracy and completeness of the invoice data, as well as the correctness of the email address to which the invoice will be sent.

8. All prices listed on the Service are gross prices (including tax).

9. The Seller is entitled to grant Buyers discounts, reductions, or other price preferences at their own discretion, in particular as part of a promotional campaign. Details of promotional campaigns are specified in separate promotional regulations. The Buyer has no right to demand discounts, reductions, or other preferences.

10. In any case of informing about a reduction in the Price of Digital Content, the Seller, alongside the reduced Price information, also provides information on the lowest Price of that Digital Content that applied during the 30 days before the reduction. If the Digital Content has been offered for sale for less than 30 days, the Seller also provides information on the lowest Price of that Digital Content from the day it was first offered for sale until the day the reduction was introduced.

§ 6

Order Fulfillment for Digital Content

1. Order fulfillment for Digital Content consists of delivering the ordered Digital Content to the Buyer.

2. The Seller makes Digital Content available to the Buyer no earlier than after a successful payment authorization or booking of the payment in their bank account. Digital Content may be delivered to the Buyer immediately after concluding the Agreement and paying for the order or within deadlines specified by the Seller, depending on the type of Digital Content purchased by the Buyer.

3. Depending on the purchased Digital Content (Courses with the additional option to download to a hard drive or without it, the "Virtual Krystian" Application, or Free Account), the Buyer gains access to the Digital Content through:

- a user account in the Service, to which the purchased Digital Content is assigned for Courses, the "Virtual Krystian" Application, and Free Lessons,
- additionally, a link sent to the Buyer's email address provided during the order for Courses with the extra option to download to a hard drive,

– additionally, a dedicated Service page where the purchased Digital Content is available for Courses, the “Virtual Krystian” Application, and Free Lessons.

4. Information on whether certain Digital Content can be downloaded by the Buyer to their own storage medium is provided in the Digital Content description or in instructions given to the Buyer.

5. If a given Digital Content can be downloaded by the User, the Seller introduces a download limit and a time limit for access to the Digital Content.

The download limit is a maximum of 20 downloads per each shared link to the Digital Content. The Seller clearly indicates how many times the Buyer can download the Digital Content under the Agreement.

The time limit restricts access to Digital Content download links to 365 days from the order fulfillment date. The Seller clearly indicates the date until which the Buyer can download the Digital Content.

6. The Seller may introduce time restrictions for access to specific Digital Content (e.g., access only available for 3 months). In such cases, the Seller clearly informs the Buyer how long they will have access to the Digital Content under the Agreement.

7. If access to Digital Content is described by the Seller as lifetime access, the Buyer is guaranteed the option to download the Digital Content to their own storage medium within no more than 365 days, counted from the date the order identification email is sent to the Buyer.

8. Digital Content is considered delivered when the Digital Content or the means enabling access to or downloading the Digital Content has been made available to the Buyer or to the physical or virtual device chosen by the Buyer for this purpose, or when the Buyer or such device has accessed the Digital Content.

9. The Seller provides Updates necessary to maintain the compliance of the Digital Content with the Agreement, as well as updates involving substantive corrections in the Digital Content, e.g., correcting calculation errors. The Seller informs the Buyer about Updates via email, sent to the email address provided in the order or registration form.

10. When purchasing a Course Bundle, the Buyer purchases the Digital Content included in the Course Bundle as of the purchase date. The Agreement does not include Courses or other Digital Content and Services published after the purchase date. A detailed table of contents for the Course Bundle is available on the Service’s pages.

11. Subject to permitted use laws, the Buyer may use Digital Content exclusively for personal purposes. The Buyer is in no case entitled to share or sell the Digital Content or any adaptations under their own name, include Digital Content or its parts in their own products or services that they provide or sell, or engage in similar commercial activities using Digital Content.

12. If the Buyer wishes to use Digital Content in their business or professional activities, they are obliged to contact the Seller for a license for the given Digital Content by sending an email to the Seller. To conclude such an agreement, the Buyer should inform the Seller in particular about the purposes for which they intend to use the Digital Content and the expected duration of use. After receiving such a proposal, the Seller will present an offer in accordance with their licensing policy.

13. If the Buyer accesses purchased Digital Content via a user account, it is prohibited to:

- a) share the user account with other persons or provide account access data to others,
- b) attempt unauthorized access to Digital Content not assigned to the user account as a result of purchase,
- c) take actions negatively affecting the functioning of the IT system in which the user account operates, in particular through hacking techniques, malware, etc.,
- d) attempt to download Digital Content to one's own storage medium if the Seller does not provide such an option,
- e) use the user account for marketing activities,
- f) use the functions available within the user account in a way that violates the personal rights of others or offends good manners.

14. The Seller is entitled to make changes to the Digital Content during the term of the Agreement, except for Digital Content that is delivered one-time. Changes to Digital Content acquired by a Consumer or Business with Consumer Rights (PNPK) may be made while maintaining the following requirements:

- a) changes to Digital Content may only be made for justified reasons, such as fixing defects, adapting Digital Content to Buyers' needs, or adjusting to legal changes or decisions of courts and authorities;
- b) changes to Digital Content may not incur costs for the Consumer or PNPk;
- c) the Seller will inform the Consumer or PNPk clearly and understandably about the change;
- d) if the change significantly and negatively affects the Buyer's access to or use of Digital Content, the Seller must inform the Consumer or PNPk in advance, no less than 7 days, on a durable medium, about the nature and date of the change, as well as the rights associated with these changes;

e) if the change significantly and negatively affects the Buyer's access to or use of Digital Content, the Consumer or PNPK may terminate the Agreement without notice within 30 days from the date of the change or notification about the change, if notification occurred later than the change. This right does not apply if the Seller provides the Consumer or PNPK, at no additional cost, the right to retain Digital Content compliant with the Agreement in its unchanged state.

15. In case the Buyer violates the rules regarding the use of Digital Content, the Seller may block the Buyer's access to the Digital Content. The Buyer will receive a message with the reasons for the block. The Buyer may appeal the block within 14 days of receiving the message. The Seller reviews appeals within 14 days. Blocking access to Digital Content does not constitute a breach of the Agreement by the Seller and cannot be grounds for Buyer's claims for breach of the Agreement.

§ 7

Certificates

1. After completing a Course, the user receives a Certificate.
2. The Certificate can be downloaded from the etrapez.pl website or by clicking the link in the email notifying the user about receiving the certificate.
3. By "completion of the Course," it is understood as passing the single-choice Test for each Course Lesson available on the Service, by providing at least 80% correct answers.
4. Access to the Certificate is lifetime.

§ 8

Withdrawal from the Agreement by the Consumer or PNPK without giving a reason

Withdrawal by the Consumer from the agreement for purchasing Courses and the "Virtual Krystian" Application

1. The Consumer or PNPK has the right to withdraw from an Agreement concluded via the Service without giving any reason within 14 days from the date of concluding the Agreement.
2. To withdraw from the Agreement, the Consumer or PNPK must inform the Seller of their decision to withdraw from the Agreement through an explicit statement – for example, via a letter sent by post or by email.

3. The Consumer or PNPk may use the withdrawal form template available at:

Withdrawal form template

however, this is not mandatory.

4. To meet the withdrawal deadline, it is sufficient for the Consumer or PNPk to send information regarding exercising the right of withdrawal before the withdrawal period has expired.

6. In the event of withdrawal from the Agreement, the Seller refunds the Consumer or PNPk all payments received from the Consumer or PNPk without delay and, in any case, no later than 14 days from the day the Seller was informed of the decision to exercise the right of withdrawal from the Agreement.

7. The refund is made using the same payment methods that were used in the original transaction unless the Consumer or PNPk has explicitly agreed to a different solution. In any case, the Consumer or PNPk does not incur any fees related to this refund.

Withdrawal by the Consumer from the agreement for providing Free Lessons

8. In the case of an agreement for providing Free Lessons, it is sufficient for the Consumer to delete their account on the platform, according to the rules specified in §3 point 5. The Consumer may withdraw from this agreement without any time limitation.

§ 9

30-Day Satisfaction Guarantee

1. Regardless of the Consumer's or PNPk's right to withdraw from the agreement without giving a reason described above in § 8, the Seller grants Buyers the so-called "30-Day Satisfaction Guarantee," hereinafter referred to as the Guarantee, allowing the Buyer to cancel the purchase of selected digital content.

2. The Buyer is not obliged to provide a reason for the cancellation.

3. Only Courses are covered by the Guarantee.

4. To use the Guarantee, the Buyer must inform the Seller of their decision within 30 days from the date of concluding the agreement, via email or registered letter.

5. In the case of using the "30-Day Satisfaction Guarantee," the Seller refunds the Buyer all received payments after sending the Buyer an appropriate VAT invoice correction by email

and after the Buyer accepts this correction and confirms its receipt by email. The refund period may not exceed 14 days from the day the Buyer sends the confirmation of acceptance of the correction by email.

§ 10

Liability for the compliance of Digital Content with the Agreement

1. For Agreements concluded by the Consumer or PNPk, the provisions on liability for the compliance of Digital Content with the Agreement, contained in the Consumer Rights Act, apply, taking into account the provisions of these Terms and Conditions.

2. The Seller is liable to the Consumer and PNPk for the compliance of the Digital Content with the Agreement. The compliance of the Digital Content with the Agreement is assessed in accordance with the provisions of the Consumer Rights Act.

3. In the case of Digital Content:

a) supplied once or in parts — the Seller is liable for non-compliance of the Digital Content with the Agreement that existed at the time of delivery and became apparent within two years from that moment;

b) supplied continuously — the Seller is liable for non-compliance of the Digital Content with the Agreement that occurred or became apparent during the period in which they were to be supplied under the Agreement.

4. The Buyer may use the complaint form available at:

Complaint Form (Word)

however, this is not mandatory.

5. In the case where the Seller supplies Digital Content continuously, the Digital Content should remain compliant for the entire period of delivery as specified in the Agreement.

§ 11

Bringing Digital Content into compliance with the Agreement

1. If the Digital Content is not compliant with the Agreement, the Consumer or PNPk may request that the Digital Content be brought into compliance with the Agreement.

2. If bringing the Digital Content into compliance with the Agreement is impossible or would require excessive costs for the Seller, they may refuse to bring the Digital Content into compliance with the Agreement.

3. The Seller shall bring the Digital Content into compliance with the Agreement within a reasonable time, no longer than 21 days from the moment the Seller was informed by the Consumer or PNPK of the non-compliance of the Digital Content with the Agreement, and without undue inconvenience to the Consumer or PNPK, taking into account the nature of the Digital Content and the purpose for which it is used.

4. The costs of bringing the Digital Content into compliance with the Agreement shall be borne by the Seller.

§ 12

Price Reduction or Withdrawal from the Agreement in case of non-compliance of Digital Content with the Agreement

1. If the Digital Content is not compliant with the Agreement, the Consumer or PNPK may submit a statement on price reduction or withdrawal from the Agreement when:

- a) the Seller refused to bring the Digital Content into compliance with the Agreement in accordance with § 11 section 2;
- b) the Seller did not bring the Digital Content into compliance with the Agreement;
- c) the non-compliance of the Digital Content with the Agreement continues despite the Seller's attempt to bring it into compliance;
- d) the non-compliance of the Digital Content with the Agreement is so significant that it justifies a price reduction or withdrawal from the Agreement without first using the remedies referred to in § 11 section 1;
- e) from the Seller's statement or circumstances it is clear that they will not bring the Digital Content into compliance with the Agreement within a reasonable time or without undue inconvenience to the Consumer or PNPK.

2. The reduced Price must be proportional to the Price resulting from the Agreement, as the value of the non-compliant Digital Content relates to the value of Digital Content compliant with the Agreement. If the Digital Content is supplied in parts or continuously, the price reduction should take into account the time during which the Digital Content remained non-compliant with the Agreement.

3. The Seller is obliged to refund the Consumer or PNPK the due Price without delay, no later than within 14 days from the date of receiving the Consumer's or PNPK's statement on price reduction.

4. The Consumer or PNPK may not withdraw from the Agreement if the Digital Content is supplied in exchange for payment of the Price and the non-compliance of the Digital Content with the Agreement is insignificant. It is presumed that the non-compliance of the Digital Content with the Agreement is significant.

§ 13

Settlement with the Consumer or PNPK in case of withdrawal from the Agreement

1. In a situation where the Buyer being a Consumer or PNPK withdraws from the Agreement:

a) under the rights arising from the consumer warranty for non-compliance of Digital Content with the Agreement;

b) in the case of non-delivery of Digital Content by the Seller despite a request from the Buyer,

the provisions of this paragraph shall apply to the settlement between the Parties.

2. The Seller is obliged to refund the Price only in the part corresponding to the Digital Content that is non-compliant with the Agreement or the Digital Content for which the obligation to deliver ceased as a result of withdrawal from the Agreement. At the same time, the Seller is not entitled to demand payment for the time during which the Digital Content was non-compliant with the Agreement, even if the Consumer or PNPK actually used it before withdrawing from the Agreement.

3. The Seller is obliged to refund the due Price to the Consumer or PNPK without delay, no later than within 14 days from the date of receiving the Consumer's or PNPK's statement on withdrawal from the Agreement.

4. The Seller shall make the refund of the due Price using the same payment method as used by the Consumer or PNPK, unless the Consumer or PNPK has expressly agreed to a different refund method that does not involve any costs for them.

§ 14

Return of User Content

1. After withdrawal from the Agreement, the Seller may not use User Content, except for User Content that:
 - a) is useful only in connection with the Digital Content;
 - b) relates exclusively to the activity of the Consumer or PNPK while using the Digital Content;
 - c) has been combined by the Seller with other data and cannot be separated without excessive difficulty;
 - d) has been created jointly with other Consumers or PNPK who may still use it.
2. At the request of the Consumer or PNPK, the Seller shall make available to such Buyer, at their own cost, within a reasonable time and in a commonly used machine-readable format, the User Content that was created or provided during the use of the Digital Content. This obligation does not apply to the return of User Content referred to in section 1 points a) – c).

§ 15

Personal Data and Cookies

1. The administrator of the Buyer's personal data is the Seller.
2. The Service uses cookie technology.
3. Details related to personal data and cookies are described in the privacy policy available at <https://etrapez.pl/en/polityka-prywatnosci/>.

§ 16

“Virtual Krystian” Application (ChatGPT)

1. Service characteristics

- a) On the etrapez.pl website, the “Virtual Krystian” Application functionality is available, allowing Users to obtain tips, explanations, and solutions to mathematical problems using artificial intelligence technology.
- b) The “Virtual Krystian” functionality is provided through integration with an external AI service provider – **OpenAI** (ChatGPT model).

2. Nature of generated content

- a) The responses generated by the “Virtual Krystian” (ChatGPT) Application are solely for **educational and informational purposes**.

b) Despite efforts to ensure the provided tips are correct, **the AI model may make mistakes** or present incomplete information.

3. Scope of liability

a) The Seller does not guarantee complete accuracy or completeness of the content generated by the “Virtual Krystian” (ChatGPT) Application.

b) The Seller is not liable for the consequences of decisions or actions taken based on the answers generated by the “Virtual Krystian” Application.

c) The Buyer should treat the tips obtained within the service as **supporting material** and independently verify the received answers (e.g., with the help of a teacher, textbook, or professional advisor).

4. Processing of queries by OpenAI

a) As part of providing the “Virtual Krystian” Application service, the Seller forwards the content of queries (mathematical or other topics) to the external API service of **OpenAI**, to generate responses by the ChatGPT model.

b) The Buyer acknowledges that OpenAI processes the submitted queries and is subject to its own terms and privacy policy available at **openai.com**.

c) The Seller makes efforts not to send any personal data or other information that would allow identification of the Buyer to OpenAI. The Buyer is obliged to refrain from including any personal data in the queries.

5. Educational purpose and limitations

a) The “Virtual Krystian” Application is intended solely for educational purposes – particularly to support learning mathematics and self-verifying solutions.

b) The “Virtual Krystian” (ChatGPT) Application may propose explanations and suggestions, however, **the Seller is not responsible** for their full correctness or relevance to the Buyer’s specific situations (e.g., in the context of exams, tests, or homework).

6. Right to modify or suspend the service

a) The Seller reserves the right to modify, suspend, or terminate the availability of the ChatGPT integration in the “Virtual Krystian” Application at any time without prior notice.

b) In particular, this may result from maintenance work, technical failures, or changes in OpenAI policies.

7. Intellectual property disclaimer (OpenAI)

- a) The Buyer acknowledges that all trademarks, trade names, and other intellectual property rights relating to the “OpenAI” and “ChatGPT” brands belong to OpenAI and are legally protected.
- b) The Seller provides the “Virtual Krystian” Application functionality in accordance with the license terms and OpenAI policies.

8. Recommendations for Users

- a) The Seller recommends Users independently check the accuracy and reliability of the content generated by Virtual Krystian, especially regarding problem solutions and interpretation of results.
- b) The Buyer should be aware that AI answers **do not replace** verification by a professional or teacher.

§ 17

Intellectual Property Rights

1. The Seller informs the Buyer that all content available on the Service’s pages, Digital Content, and elements of Digital Content (e.g., graphic designs) may constitute works within the meaning of the Act of February 4, 1994, on copyright and related rights, to which the copyright belongs to the Seller or other authorized entities, as well as databases protected under the database protection regulations.
2. The Seller informs the Buyer that exploitation of copyrighted content or use of databases by the Buyer without the consent of the Seller or another authorized entity, except for use permitted by law, constitutes an infringement of intellectual property rights and may result in civil or criminal liability.
3. The Seller may conclude a separate license agreement with the Buyer regarding the Buyer’s use of content or databases belonging to the Seller (e.g., using product photos, using descriptions of Digital Content, etc.). To conclude such an agreement, the Buyer should contact the Seller with a proposal to conclude a license agreement, informing the Seller in particular about the purposes for which they intend to use the content or databases belonging to the Seller and the intended period of use. After receiving such a proposal, the Seller will present an offer in accordance with their licensing policy.

§ 18

Reviews

1. The Seller provides Buyers with the opportunity to post reviews about the Service, the Seller, or the Goods within the Service. In such cases, the provisions of this paragraph apply to posting reviews.
2. Posting a review is possible after using the Service, in particular after concluding an Agreement, and posting a review is possible at any time.
3. The Buyer should formulate reviews in a reliable, honest, and substantive manner, using proper language whenever possible and without using vulgar or other words commonly considered offensive.
4. It is prohibited to post reviews:
 - a) without prior use of the Service;
 - b) about Digital Content that the Buyer has not used or purchased;
 - c) constituting an act of unfair competition within the meaning of Article 3 of the Act of April 16, 1993, on combating unfair competition;
 - d) violating the personal rights of the Seller or a third party;
 - e) by paid users, in particular for the purpose of artificially increasing the rating of Digital Content.
5. The Seller may at any time verify whether posted reviews comply with the Terms and Conditions, in particular whether they come from Buyers who have actually used or purchased the Digital Content. In addition, if the Buyer has any doubts about posted reviews, the Buyer may report the review to the Seller for verification. Upon receiving a report from the Buyer, the Seller will take actions, appropriate to its capabilities, aimed at verifying the posted review.
6. In the case of a review not meeting the requirements provided for in the Terms and Conditions, the Seller may refuse to publish the review or remove it.

§ 19

Out-of-court complaint handling and claim settlement methods

1. The Consumer has the option of using out-of-court methods of complaint handling and claim settlement. The Consumer may, among others:

- a) refer the matter to a permanent consumer arbitration court with a request to resolve a dispute arising from the concluded Agreement;
- b) request the provincial inspector of the Trade Inspection to initiate mediation proceedings to amicably resolve a dispute between the Buyer and the Seller;
- c) seek the assistance of the district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection.

2. More detailed information on out-of-court complaint handling and claim settlement methods can be found by the Consumer on the website <https://polubowne.uokik.gov.pl>.

§ 20

Complaints and Requests

1. Every Buyer has the right to file a complaint regarding matters related to the operation of the Service or the performance of the Agreement. To facilitate the Consumer or PNPK in exercising their rights related to the Seller's liability for the conformity of Digital Content with the Agreement, the Seller has prepared a complaint form template that the Consumer or PNPK may use. The template is available at <https://etrapez.pl/wp-content/uploads/2022/12/Formularz-reklamacyjny.doc>.

2. Complaints should be submitted to the Seller at the address kkarczynski@etrapez.pl.

3. Buyer complaints will be processed on an ongoing basis, but no later than within 14 days from the date the Seller receives the complaint.

4. The response to the complaint will be sent to the Buyer at the contact provided by the Buyer when submitting the complaint.

5. If the Seller has not delivered the Digital Content in accordance with the Agreement, the Buyer may file a complaint requesting the Seller to deliver the Digital Content. If, despite this request, the Seller does not deliver the Digital Content immediately or within an additional period agreed between the Parties, the Buyer may withdraw from the Agreement. The Buyer may withdraw from the Agreement without requesting the Seller to deliver the Digital Content if:

- a) it is clear from the Seller's statement or circumstances that the Seller will not deliver the Digital Content;
- b) the Parties have agreed, or it is clear from the circumstances of concluding the Agreement, that a specific delivery date of the Digital Content was of significant importance to the Buyer, and the Seller did not deliver it within that period.

6. As of 25.01.2021, all archived versions of the Terms and Conditions are available for download in .pdf format – the links are located below the Terms and Conditions.

§ 21

Final Provisions

1. The Seller reserves the right to introduce and withdraw offers, promotions, and to change Prices in the Service without prejudice to the rights acquired by the Buyer, in particular the terms of Agreements concluded before the change.

2. The Seller reserves the right to make changes to the Terms and Conditions for important reasons such as changes in legal regulations, technological changes, or business changes.

3. For Agreements regarding Digital Content delivered once, the Terms and Conditions in force at the time of concluding the Agreement apply.

4. In the case of Agreements regarding Digital Content, if the change to the Terms and Conditions significantly and negatively affects the Buyer's access to or use of the Digital Content, the Buyer will receive information about the change to the Terms and Conditions to the email address assigned to their user account. The Buyer may terminate the Agreement within 30 days of being informed of the change.

5. In the case of Agreements regarding Electronic Services, the Buyer will receive information about the change to the Terms and Conditions to the email address associated with the given Electronic Service if the change significantly and negatively affects the Buyer's access to or use of the Electronic Services. If the Buyer does not accept the change to the Terms and Conditions, they may terminate the Agreement with immediate effect, e.g., by deleting their account in the Service or unsubscribing from the newsletter.

6. Any disputes related to Agreements concluded via the Service will be settled by the Polish common court competent for the Seller's place of business. This provision does not apply to Consumers and PNPk, for whom the jurisdiction of the court is determined by general rules.

7. These Terms and Conditions are valid from 01.01.2023.

8. All archived versions of the Terms and Conditions are available for download in .pdf format – the links are located below the Terms and Conditions.

21.05.2014

31.07.2014 I added paragraph §12, informing about automatic subscription charges when selecting PayPal as the payment option.

06.10.2016 General integration of the Subscription Terms for eTrapez Academy and eTrapez Courses. I added several paragraphs about the sale of eTrapez Courses.

24.02.2020 Change of eTrapez company address.

26.01.2021 Complete change of the Terms and Conditions. **Archived previous version of the Terms.**

28.04.2021 Supplemented information on card payments in §7. **Archived previous version of the Terms.**

19.05.2021 I changed the payment operators, adding payment operators to the recipients of personal data **Archived previous version of the Terms.**

27.10.2021 Due to the withdrawal of the Forum subscription from sale, I removed the records about the Forum **Archived previous version of the Terms.**

07.05.2022 I added provisions related to certificates **Archived previous version of the Terms.**

22.12.2022 Complete change of the Terms and Conditions due to legal changes. **Archived previous version of the Terms.**

09.01.2023 Removal of the point stating that the 30-day Satisfaction Guarantee applies only to contracts concluded for the first time. **Archived previous version of the Terms.**

17.01.2023 Modification of §6 point 9. In addition to necessary Updates, we ensure access and inform about additional updates, such as content corrections. **Archived previous version of the Terms.**

19.01.2023 Added rules regarding “All Courses” Packages in §6 point 10. **Archived previous version of the Terms.**

11.08.2023 I added rules for the new product – the “Interactive Homework” Application. **Archived previous version of the Terms.**

03.10.2024 I added a point about deferred payments – **Archived previous version of the Terms.**

20.03.2025 I removed the point regarding the outdated ODR platform – **Archived previous version of the Terms.**

10.04.2025 I added points regarding ChatGPT functionality in the “Virtual Krystian” Application – **Archived previous version of the Terms.**

09.06.2025 Many modifications related to changing the offline course file downloads from the default option to an additional paid option – **Archived previous version of the Terms.**