

# RULES OF MUSIC WORKSHOPS PROVIDED BY ELECTRONIC WORKSHOPS BY THE MUSIC CONVERSATORY

## § 1

### General provisions

1. This document ("Regulations") contains the terms of using the music workshops by the User as well as the rights and obligations of the Company and Users related to the implementation of music workshops by electronic means.
2. Before purchasing a Package, please read the following Regulations carefully. By starting to use the workshops, the User confirms that he has read the Regulations, accepts its provisions and undertakes to comply with them.
3. Before the conclusion of the Agreement, the Company makes these Regulations available to Users free of charge in the ICT system, which can be freely reproduced, copied, printed and downloaded at any time.
4. The terms hereof shall apply in Package ordered by U Genealogy Pages and 5. The company may identify partners with the help of which it provides services, eg. Online payment providers, with services to the user.
6. Any written or electronic correspondence should be directed to the following contact details of the Company :
  - (1) tel. (+48) 883 489 184;
  - (2) e-mail: [sekretariat@konwersatoriummuzyczne.pl](mailto:sekretariat@konwersatoriummuzyczne.pl);
  - (3) correspondence address: Bogna Kołodziej Music Conservatory Aleje Jerozolimskie 47/20 00-697 Warsaw, Poland

## § 2

### Definitions

1. Company - Bogna Kołodziej Music Conservatory  
address: Aleje Jerozolimskie 47/20 00-697 Warsaw, Poland  
REGON: 141095362  
NIP: 5262790537  
phone: +48 883 489 184  
e-mail: sekretariat@konwersatoriummuzyczne.pl
2. User - means a natural person having legal capacity, which uses the means of Firms with services provided by the Company under the provisions of the Regulations;
3. Teacher - means a natural person with the staff of the Music Seminar, leading s workshops music to its users.
4. Content - means all types of text data, graphic data, audio files (e.g. recordings), audiovisual files (e.g. video clips, films, multimedia content, recordings, etc.), information not protected by copyright, as well as comments, opinions and ratings sent by the User or the Teacher; any additional attachments, files or materials attached to the Content constitute their integral part.
5. The package - consists of 4 individual, paid, online music workshops - conducted on the basis of didactic materials developed by the Company with the use of image (video) and sound (audio).

## § 3

### Implementation of Music Workshops conducted electronically

1. The user must accept the content of these Regulations.
2. The user fills out the order form and the confirmation of the purchase of the music workshop package is sent to the e-mail address provided.

3. The purchase of the music workshop package is made upon the payment. In order to start using the workshops, it is necessary to pay the full fee for the workshops. An invoice for the music workshops is sent to the User's e-mail address .
4. The package consists of 4 individual workshops, carried out within 30 days from the date of purchase.

#### § 4

##### Technical requirements

1. In order to use the Website and its functionality, it is necessary to: (1) a) a computer with Windows 7 or newer, OS X 10.11 El Capitan or newer, or a mobile phone equipped with a webcam, speaker and microphone, and any Internet browser Google Chrome in the current major version or Mozilla Firefox in the current major version, with WebRTC, JavaScript and Cookies enabled; minimum screen resolution of 1024 x 768 pixels or b) a mobile device with Android version 4.4 or newer or iOS version 9.3 or newer with a built-in camera, speaker and microphone and an installed program application indicated by the Tutor (2) access to the Internet;
2. The costs of Internet access shall be borne by the User, also in the case of using the Internet via a mobile phone. Users using the Services via a mobile phone should familiarize themselves with the transfer rates (Internet connections) applied by telecommunications operators.
3. Detailed information on the use of cookies can be found in the Privacy Policy.
- 4 . The user accepts the need to have a valid, valid e-mail address. This address is provided directly when placing the order. The User is obliged to monitor the given e-mail address on an ongoing basis , and in the event of its change, to immediately update this information.
- 5 . The e-mail address is a necessary form of identification of the User towards the Company and will be used for all correspondence related to the provision of the Workshops.

#### § 5

##### Using the Package :

1. By way [www.konwersatoriummuzyczne.pl](http://www.konwersatoriummuzyczne.pl) in żytkownicy can buy packages of music workshops . Detailed description of the packages workshop are each available on the websites or individually agreed pomiędzy s Company and User. The company provides Users with offers of various types of workshop packages, each time on the website of a specific workshop , including method of using a given package, number of minutes available within the package, price of a given package . When buying a package, the User is aware of the choice: duration and price.
2. Your use of the package is paid in accordance with the current pricing iem on or agreed individually with you.
3. All prices listed on the Company's website are gross prices. Package price shown on the pages s Internet is binding at the moment of purchase by the user of a workshop .
4. Activation of a given package (purchase of a specified number of workshop classes within a specified time to be used as part of a given package) may take place, depending on the sales channel used by the Company , as follows:
  - a. Option 1: The User (or his legal guardian) at a personal meeting at the Company's premises for pay and workshops and selects the Package. Dates of classes are set individually .
  - b. Option 2: The user ( or his legal guardian) fills in the form with the online order and the confirmation of the purchase of the music workshop package is sent to the e-mail address provided . After the payment is made, the invoice is sent to the User via e-mail.
5. After activating the Package, the Company informs the User about it by e-mail and individual dates of the workshops are set by e-mail.

6 . In order to use the package user should choose an instrument or classes from the list of available for the moment.

7 . The User agrees to share the sound and vision in his ICT device in order to conduct workshops with the Teacher .

8 . The Operator provides the Service on the following days and hours , individually agreed : Monday-Saturday 9:00 am - 10:00 pm

## § 6

### Package Payment

1. The following payment methods are available:

a. one-off payment by electronic transfer via DotPay . based in Krakow,

b. the bank account Konwersato of the Musical him indicated in the Agreement. The payment is considered to be made after the transfer is credited to the bank account of the Music Conservatory .

c. cash payment at the seat of the Company.

2. Payment should be made no later than 3 days after completing the order form.

## § 7

### User's rights and obligations

1. The User is obliged to:

a. use the Workshops in a manner consistent with the provisions of Polish law and the provisions of the Regulations;

b . not to produce and not passed on content prohibited s law , in particular during the workshop , including for example as showing: pornography, nudity, transparent clothes, lewd or provocative poses, the approximation of intimate body parts (eg. breasts or buttocks), or promoting spinning emoc, calling for hate, offensive or in violation of the right to privacy; in addition, the comments, opinions, ratings and messages of the User may not contain vulgar, offensive, illegal content and generally accepted social standards ;

c . use any Content made available during the workshops only for personal use .

d . not to post any Content or statements that are advertising or commercial in nature, violate good manners or the good image of the Company ;

e . participate in workshops with the Teacher in a substantive, polite manner and in accordance with the materials developed by the Company or a given Teacher ;

f . nienawiązowania any relationship private, business equipment or intimate social change with good practices of teachers through or using the Company or in the framework of and in connection with the use of the Company .

2. The User has the right to:

a. The dismissal set the date of the workshop at the latest 24 hours before the scheduled deadline em later workshop is treated as a realized. About dwolan and a workshop should be sent mai lem address [sekretariat@konwersatoriummuzyczne.pl](mailto:sekretariat@konwersatoriummuzyczne.pl)

b . withdraw from the Package ordered and paid for within 14 days from the date of payment , subject to the provisions of the Regulations

3. The User is not entitled to:

a. recording or publishing of individual lessons or conversation with a teacher based on a standard provision Warsz dads ;

b. using the teachers' personal data for any purpose other than that specified in the Regulations.

## § 8

### Company rights and obligations

1. The company is committed to:

- a. Individual educational process,
  - b. Professional didactic and educational care,
  - c. Conditions supporting the student's artistic development and personality
  - d. Teaching materials.
  - e . selecting Teachers conducting workshops as part of the Package with due diligence.
2. The company has the right to:
- a. to ensure the sound replacement teachers ela in the event of a mishap.
  - b. sending technical messages related to the implementation of workshops to the e-mail address of a given User
  - c. blocking a User whose actions or omissions violate the provisions of generally applicable law or the provisions of the Regulations.

## § 9

### Company liability

1. The company is not responsible for any actions of the User.
2. The company is not responsible for the effects of learning during music workshops through the use of Packages .
3. The Company is not responsible for technical problems or technical limitations in the User's computer or mobile equipment that prevent him from using the Service.
4. The Company shall not be liable for infringement of third party rights and causing damage to third parties as a result of or in connection with the activities carried out by the User, in particular in the event of infringement by Users of copyright and other intellectual property rights of third parties .
5. The Company exercises due diligence resulting from the professional nature of its activity in selecting Teachers .
6. The company is not responsible for any breaks in the workshops due to force majeure, understood as an unforeseeable event, the consequences of which could not be prevented. In the event of force majeure, the Company is obliged to immediately inform the User about the break in the workshop and provide the reason for it.

## § 10

### Complaints

1. The user is entitled to submit a complaint related to the implementation of workshops by the Company . Complaints may be submitted in writing to the following address: Bogna Kołodziej Konwersatorium Muzyczne, address: Aleje Jerozolimskie 47/20 00-697 Warsaw, Poland  
or by e-mail: sekretariat@konwersatoriummuzyczne.pl;
2. The complaint should contain the User's data and a description of the objections raised.
3. The company, no later than 30 days from the date of receipt of the complaint, will respond to the complaint and inform the User about further proceedings. In the event that the complaint is justified, the Company will inform the User about the proposed method of complaint processing. If the Company determines the need to complete the complaint by the User, the Company will immediately contact the User.
4. If the complaint is rejected, the User may refer to the municipal or powiat consumer ombudsman . Free information is provided by phone, e-mail or directly at the ombudsman's office . The address and telephone number of the relevant spokesman can be found at the Powiat Starosty or City Hall, as well as on the website of the Office of Competition and Consumer Protection.

## § 11

For withdrawal from the Package purchase.

1. The User has the right to withdraw from the ordered and paid Package within 14 days from the date of payment.
2. Withdrawal from the Package purchase is possible before the start of the first workshop.
3. After the first completed workshop, the fee is not refundable in the event of resignation from the Package.
4. In order to exercise the right of withdrawal, the User should, within 14 days from the date of placing the order and paying for it, send the declaration of withdrawal form to the e-mail address: sekretariat @ conversat oriummuzyczne.pl. The user may use the template of the declaration of withdrawal. The model of withdrawal is attached as Appendix 1 to the Regulations.
5. The User's money will be refunded to his account within 14 days from the date of receipt of the form of a declaration of withdrawal from a distance contract.

## § 12

### Personal data protection

1. Users' data - to the extent they constitute personal data within the meaning of the law - are processed by the Company as the data controller.
2. The processing of Users' personal data takes place 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 individuals with regard to the processing of personal data and on the free flow of such data and the repeal of Directive 95/46 / EC [general regulation on data protection]), as well as these Regulations and the Privacy Policy.
3. The Company processes the Users' personal data necessary for the conclusion and implementation of the Agreement provided by them when concluding the Agreement, as well as the image of the Users participating in workshops with Teachers.
4. The processing of Users' personal data takes place in order to conclude and implement the Agreement - pursuant to art. 6 sec. 1 lit. b GDPR.
5. Users' personal data may be used by the Company for the purpose of sending commercial information from the Company or third parties by electronic means or by means of telecommunications end devices, only after the User has consented to receive such commercial information.
6. The company may share personal data with its subcontractors (entities whose services it uses for processing), such as:
  - a. IT service providers;
  - b. Teachers conducting the workshops;
  - c. entities providing marketing services.
7. The Company is entitled to transfer data to third parties when it is necessary to charge the User for the use of the Website. The data may be made available to entities making settlements - Dotpay Sp. z o. o. with its seat in Krakow
8. The company is entitled to disclose personal data also to other entities, if such an obligation results from legal regulations.
9. The company does not transfer personal data outside the European Economic Area, except in the following situations:
  - a. Providing data to the Company's subcontractors (entities that process data on its behalf) who provide the Company with IT services. The company uses only entities belonging to the EU-US Privacy Shield program, which ensure compliance with the GDPR.
  - b. Providing the User's data and image to the Teachers for the purpose of conducting workshops. The company provides adequate security for personal data. They

are, in particular, standard data protection clauses adopted by the European Commission (Article 46 (2) (c) of the GDPR) that the Company concludes with the Teachers . The clauses are available on the Internet on the website of the European Commission (ec.europa.eu) .

c. Copyrights to all Users' image and sound recordings, including registrations made during the Workshops, remain the sole property of the Company and may be published and disseminated, also in electronic media.

10. Personal data processed in order to conclude and implement the Agreement are processed for the period required by law and the period necessary to pursue one's own claims or defend against claims submitted against the Company .

11. The data subject has the following rights:

- a. right to access the personal data provided and the right to receive a copy thereof;
- b. the right to rectify personal data;
- c. the right to delete personal data;
- d. the right to request the restriction of the processing of personal data;
- e. the right to transfer personal data;
- f. the right to object to the processing of personal data;
- g. the right to lodge a complaint with the supervisory authority.

12. In order to implement the above, the Data Subjects may contact the Company .

13. Each User has the right to protect his privacy by the Company .

14. The company provides protection of personal data provided by Users. The company applies appropriate technical safeguards and organizational measures ensuring the protection of personal data being processed, appropriate to the threats and categories of data being protected. In particular, it protects data against disclosure to unauthorized persons, removal by an unauthorized person, processing in violation of the Act, and change, loss, damage or destruction.

15. Details on how the Company processes the personal data of Users using the website can be found in the Privacy Policy. <https://www.konwersatoriummuzyczne.pl/privacypolicy/en>

### § 13

#### Dispute resolution

1. The user has the option of using extrajudicial means of dealing with complaints and redress, including:

- a. to apply to the provincial inspector of the Trade Inspection with a request to initiate mediation proceedings regarding the amicable settlement of the dispute. Information on the mediation procedure is available at the premises and on the websites of individual Voivodship Inspectorates of the Trade Inspection;
- b. applying to a permanent amicable consumer court operating at the voivodeship inspector of the Trade Inspection with a request to resolve the dispute arising from the concluded contract. The list of permanent consumer arbitration courts is available on the website of the Office of Competition and Consumer Protection: [www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php);
- c. applying for free legal assistance to the municipal (powiat) consumer ombudsman or social organization , whose statutory tasks include consumer protection, including Consumer Federation ([www.federacja-konsumentow.org.pl](http://www.federacja-konsumentow.org.pl)).

Detailed information on extrajudicial methods of dealing with complaints and redress, as well as the rules of access to these procedures are available at the offices and on the websites of powiat (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Voivodeship Inspectorates of Trade Inspection and the Office of Competition and Consumer Protection.

3. The use of out-of-court complaint and redress methods is voluntary and may take place when both parties to the dispute agree to it.

4. If the parties fail to reach an amicable agreement, the common court in Poland shall be competent to resolve any disputes .

#### § 14

##### Intellectual property

1. The company is entitled to all proprietary copyrights to all works and educational materials used during music workshops

2. Any copying, distribution or other use of the Content without the prior written consent of the Company is prohibited.

3. The User may not commercially use, sell, resell or in any other way transfer, copy, distribute or promote the Content. The User will also not have the right to use the Content in a manner that requires a license for public use (reproduction).

#### § 16

##### Final Provisions

1. These Regulations are valid indefinitely.

2. Information about the amendment to the Regulations will be provided by e-mail or by providing clear and distinct information on the Company's websites , in both cases, at least 14 days in advance. The changes shall enter into force on the date indicated in the information referred to in this paragraph.

3. The company reserves the right to amend these Regulations for the following important reasons:

a.if the amendment to the Regulations is necessary due to the change in the provisions of generally applicable law - accordingly to the necessary extent;

b. fulfillment of the obligation resulting from a legally valid court decision or decision of administrative bodies;

4. A User who does not accept the changes introduced in the Regulations has the right to cancel the order under § 12 of the Regulations.

5. The Regulations are governed by Polish law.

6. In matters not covered by the Regulations, the provisions of the Act on the provision of electronic services, the Act on the protection of personal data, the Civil Code and other mandatory provisions of law shall apply .

7. Annexes to the Regulations constitute an integral part thereof.

#### APPENDIX 1 TO THE REGULATIONS

SAMPLE FORM OF WITHDRAWAL from the Package purchase.

(to be completed and returned only in case of withdrawal from the package purchase )

Addressee: Bogna Kołodziej Music Conservatory, address: Aleje Jerozolimskie 47/20 00-697 Warsaw, Poland e-mail: sekretariat@konwersatoriummuzyczne.pl;

I hereby inform about my withdrawal from the distance sales contract via the website at [www.konwersatoriummuzyczne.pl](http://www.konwersatoriummuzyczne.pl) .

Order number :

Date of conclusion of the contract:

Consumer's name and surname :

Consumer's address: