

TERMS AND CONDITIONS FOR THE ELECTRONIC PROVISION OF SERVICES WITHIN JAGO E-LEARNING PLATFORM AND PURCHASES ON JAGO PLATFORM

The Regulations were last updated on 8th October, 2018.

§ 1 General information

1. These regulations specify the rules on the basis of which JAGO Ośrodek Nauczania Języków Obcych sp. z o.o. (JAGO Foreign Language Teaching Center Ltd.) provides its services electronically.
2. The current version of the Regulations is available on the jagoenglishonline.com Administrator's Platform. The user can download these Regulations free of charge in the form of a PDF file and store them on their device.
3. The owner of the Platform available at the address <https://jagoenglishonline.com> is:

JAGO Ośrodek Nauczania Języków Obcych Sp. z o.o.
ul. Bohaterów Westerplatte 11
65-034 Zielona Góra
NIP: 9730940499
REGON: 08028655700000
National Court Register No. (Pol.: KRS): 0000313717
share capital: 50 000.00 PLN
e-mail: sekretariat@jago.pl

§ 2 Definitions

Terms used in these Rules and Regulations mean:

- a) **Administrator** - JAGO Ośrodek Nauczania Języków Obcych Sp. z o.o. with its registered office in Zielona Góra (65-034) at ul. Bohaterów Westerplatte 11, the owner of the Platform,
- b) **Blueberries**- points accumulated in My Wallet available on the User's Account, which the User exchanges for access to selected Educational Materials,
- c) **Consumer** - a User who is a natural person who acquires access to the Educational Materials on the Platform for the purposes not directly related to their business or professional activity,
- d) **Account** - an individual account established by the User on the Platform, enabling the use of services provided by the Administrator, including access to the Educational Materials,
- e) **Educational materials** - charged service provided via the Platform by the Administrator in the form of an e-learning course of a foreign language consisting of any language tasks or language courses as selected by the User,
- f) **My Wallet** - a Platform function that allows to make payments for access to the Educational Materials and manage Blueberries collected on the User's Account,
- g) **Blueberries package** - the fee for access to the Educational Materials on the Platform, the current price of Blueberries Packages and information about promotions are available in the [Price List](#).
- h) **Rules and Regulations** - the contents of this document regulating the rules on which the Administrator provides services electronically on the Platform,
- i) **Service** - the portal for learning foreign languages using the e-learning method, on which the Administrator provides Education Materials, available at <https://elearning.jagoenglishonline.com>,
- j) **User** - a natural person who created an Account on the Platform, thereby accepting the provisions of the Rules and Regulations, both the Consumer and the entrepreneur,
- k) **Active User** - the User who after having opened an Account has purchased access to Educational Materials and has at least one Blueberries in their Account.

§ 3 Technical requirements

1. For the proper functioning of the Platform it is necessary to have a computer with Windows 7 OS or newer Internet Explorer / Google Chrome / Firefox web browser in the latest version and a stable internet connection with a bandwidth above 10 mbit / s.
2. For the proper functioning of the Platform it is necessary to activate cookies in the browser.
3. The Platform is intended to be used on a computer. The administrator is not responsible for the lack of proper functioning of the Platform on other configurations than those indicated above, including on portable devices such as tablets or phones.
4. To use all the functions of the Platform it is necessary to have, depending on the selected type of language task:
 - a) a sound card,
 - b) headphones or speakers,
 - c) a microphone.
5. The use of the Platform does not require the installation of additional software.

§ 4 User's account

1. The use of services available on the Platform is possible after the creation of an individual User Account using the registration form available at <https://jagoenglishonline.com>.
2. To set up an Account, the User must read these Rules and Regulations and [Privacy Policy](#) and accept their contents. The text of both the documents is available at <https://jagoenglishonline.com>.
3. Creating an Account is free of charge, however, it only allows access to basic Platform services, in particular, to get familiarized with the offer of the Educational Materials. The use of most services is available only to Active Users. In order to obtain the Active User status:
 - a) after registering the Account, make a purchase of any Blueberries package,
 - b) when using the Platform, have at least one Blueberry at the User Account.
4. Each User may have only one Account. It is forbidden to use accounts belonging to other Users.
5. It is forbidden to create Accounts with fictitious personal data or data other than those of Users.
6. Access to the Account is possible through:
 - a) providing login (User's e-mail address) and password chosen by the User when registering the Account,
 - b) logging in using the user's account on Facebook,
 - c) logging in using the user's account on Google.
7. The User undertakes not to disclose the access data (password and login) to the Account to third parties. The Administrator is not liable if access data to the Account is made available to third parties.
8. Platform Users can only be natural persons with full legal capacity or limited capacity provided they obtained written consent from their statutory representative/guardian.

§ 5 Services provided

1. The Platform is an e-learning platform for foreign language learning based on modern teaching methods.
2. The services provided via the Platform are services provided electronically within the meaning of the Act of 18 July 2002 on the provision of electronic services and implemented in accordance with the law.
3. As part of the Platform, the Administrator provides the following free services available to Users and Active Users:

- a) maintaining a User's Account that allows browsing the contents available on the Platform, using paid Educational Materials available on the Platform, paying fees for access to paid Educational Materials and obtaining information about the operation of the Platform and the services offered therein,
 - b) administering a *placement test* assessing the knowledge of a foreign language of newly registered Users with the use of tasks verifying the reading skills, listening, vocabulary and grammar,
 - c) sending periodic newsletter to the e-mail address of the Users who signed for it (service provided after obtaining explicit consent of the User),
 - d) supporting the contact form and chat window, used for communication with the Administrator.
4. As part of the Platform, the Administrator provides the following free services available to Active Users:
- a) preparing a set of a total of 15 language tasks in reading, listening, vocabulary, grammar and speaking and writing, individually tailored on the basis of the results obtained by the User in the *placement test*
 - b) providing the virtual dictionary enabling fast translation of words and phrases, along with the possibility of listening to the pronunciation of words,
 - c) maintaining the *TOP 10* ranking in the form enhancing competition and the ranking list of Platform Users who have gained the most experience points from all Users in a given month encouraging to learn (service for Users who have expressed their willingness to participate in the ranking),
 - d) providing a *challenge* option enabling competition between Users in solving language tasks available on the Platform,
 - e) providing the lexical and grammatical tutorial, in the form of suggested lists of vocabulary and articles describing the functioning and basic principles accompanying individual languages,
 - f) providing the message and messenger boards enabling interaction between Platform Users.
5. As part of the Platform, the Administrator provides Users with the Educational Materials in the form of:
- a) interactive language tasks, divided into individual levels of difficulty (C2-A0), categories and types, including:
 - *listening* -listening to prepared materials in order to answer the test questions,
 - *writing* creating longer texts on a given topic, which are then checked and assessed by qualified teachers,
 - *reading* - solving tasks aimed at improving reading of texts with general understanding and searching for specific information in them,
 - *speaking* - creating longer utterances on a given topic, which are then checked and assessed by qualified teachers,
 - *grammar*- solving tasks aimed at checking and improving the user's knowledge of particular grammar rules of the selected language,
 - *vocabulary* - solving tasks, aimed at checking not only knowledge of individual words and phrases, but also the ability to use them in sentences,
 - b) ready-made courses in the form of organized language units including a comprehensive amount of material, preparing for taking exams for language certificates, consisting of:
 - the theoretical part in which the User is familiarised with the new material,
 - the practical part, in which the User solves the tasks preparing for the test,
 - the testing part in which the User verifies the mastery of the new material.

The completion of all the units at a given level of advancement from the Courses section leads to the issue of an individual Certificate of Completion of a given language level for those Users who have obtained a positive result from all the units prepared at a given level of proficiency.

5. It is the User who decides whether they will use the language courses prepared by the Administrator as part of the purchased access to the Educational Materials, or whether they will independently compile a course from among the tasks available on the Platform.
6. Educational Materials are made available to Users within the Platform under direct access (*online*). The User may solve the ordered language tasks once. In the event of purchasing a language course, the User has the option of using the materials contained in the theoretical part of the unit and solving unit exercise tasks many times, until they start doing the test. The test completing a language unit of the given course can only be solved once.

7. The Administrator reserves the right to make some Paid Educational Materials available on the Platform for free, for the purposes of demonstration and promotion. Such Educational Materials will be clearly marked by the Administrator.
8. The Administrator offers Educational Materials on the Platform prepared by qualified teaching staff and native speakers to facilitate independent language learning. The Administrator does not guarantee, however, that using the Platform shall guarantee mastering a foreign language at a particular level - it depends on the personal predispositions of each User, their commitment, regularity and intensity of learning.

§ 6 Newsletter

1. Users interested in regularly receiving information about the promotions and new products on the Platform can subscribe to the Administrator's newsletter.
2. The use of the newsletter service is possible after obtaining the User's consent through:
 - a) providing their current e-mail address in the dedicated place on the Platform,
 - b) selecting the appropriate field in the Account registration process,
 - c) selecting the appropriate option in the User's Account settings.
3. A User who is under 16 years of age should get the consent of the statutory representative/guardian to use the newsletter service.

§ 7 Protection of personal data

1. The Administrator of Users' personal data is JAGO Ośrodek Nauczania Języków Obcych Sp. z o.o. with registered office in Zielona Góra at ul. Bohaterów Westerplatte 11. The detailed rules regarding the processing of Users' personal data by the Administrator and the applied personal data protection measures can be found in the [Privacy Policy](#).
2. By creating an Account, the User transfers their personal data to the Administrator. To create an Account and use the Platform it is necessary to provide the following information:
 - a) first name,
 - b) surname,
 - c) e-mail address.
3. The User may additionally provide the Administrator with other personal data that are not necessary to create an Account and use the Platform, such as:
 - a) date of birth,
 - b) sex,
 - c) country of origin,
 - d) place or residence,
 - e) profile picture,
 - f) occupation,
 - g) user type,
 - h) purpose of learning,
 - i) native language,
 - j) level of language proficiency.
4. The User who registered their date of birth on the Account will receive gifts from the Administrator on their birthday.
5. Due to the nature of the services provided by the Administrator, it is not possible to set up an anonymous Account.
6. Instead of a profile picture, the User may assign an image to his Account (an avatar) provided that the User has copyright to the image.

7. When setting up an Account, the User is required to provide their real personal data in the registration form and to update them in the event of a change. The update is possible in the Account settings.
8. In the event of doubts as to the reliability of data provided by the User, the Administrator reserves the right to request their authentication.
9. The User may communicate with other Platform Users by inviting them to the Users' group of friends and sending them messages via the internal communication system of the Platform. Expressing consent to be admitted to the group of friends of the User and to invite the User to their own circle of friends causes that the User's name and their profile picture, provided it has been added to the Account, will be available to those Users. If the User uses the *TOP10* services or *the Message Board* their name, picture and number of experience points will be available to all Users. Other personal data of the User will not be made available for this purpose.
10. If the Administrator obtains information about the User's use of the Platform contrary to the law or these Rules and Regulations, the Administrator may process User's personal data to the extent necessary to determine the User's responsibility, provided that the fact of obtaining and the content of these messages will be recorded for evidence purposes.
11. The Administrator transfers the User's personal data to the extent necessary for the payment for the purchase of Blueberries Packages to the company: Dotpay S.A. with headquarters in Kraków at ul. Wielicka 72, entered into the National Court Register for the District Court for Kraków - Śródmieście in Kraków, 11th Commercial Department of the National Court Register under KRS number: 0000296790, NIP: 6342661860, REGON: 240770255, share capital: PLN 4,000,000.00 (paid in full).

§ 8 Rights and obligations of the User and the Administrator

1. The user undertakes:
 - a) not to place unlawful content on the Platform,
 - b) not to undertake any action that may hinder or impede the use of the Platform by other Users,
 - c) to refrain from posting content offensive to other Users on the Platform,
 - d) to refrain from posting on the Platform words commonly regarded as vulgar,
 - e) not to distribute marketing content, pornographic content and other unlawful content via the Platform,
 - f) not to disseminate via the Platform the content not directly related to foreign language learning.
2. The Administrator is not responsible for the content sent by other Platform Users.
3. The Administrator reserves his right to terminate the agreement for the provision of services with the User and delete their Account if the User violates the provisions of these Rules and Regulations - having warned the User to cease further violations under the pain of removing their Account.
4. Each Platform User, in case of noticing unlawful activities of other Users - including those violating the provisions of these Rules and Regulations - is obliged to immediately notify the Administrator of this fact.
5. The Administrator reserves the right to remove unlawful content provided by Users on the Platform in violation of these Rules and Regulations - especially after obtaining relevant information from other Users.
6. The User has the option of joining the program of recommending the Platform. The program allows Users to recommend the Platform to their friends in exchange for Blueberries to be used on the Platform. The detailed rules for taking part in the Platform Recommendation Program can be found in [the Regulations of JAGO Recommendations](#).
7. The Administrator reserves the right to periodically update the services offered, including modifying the content of the materials, tasks and tests, as well as to remove some elements during the Agreement and modify the services, tools and the way the Platform functions in the future - without exposing the Users to damage.

§ 9 Conclusion of agreements

1. The User Account Agreement is free of charge and is concluded upon effective completion and acceptance of the registration form by the User. The conclusion of an agreement for running an Account requires the acceptance of the Rules and Regulations and the Privacy Policy.
2. The agreement for the provision of services regarding the delivery of the newsletter is concluded with the User's consent. The agreement is concluded for an indefinite period of time and lasts until the User submits a statement on the intention to delete the Account.
3. The agreement for the provision of paid Educational Materials is concluded upon receiving "Confirmation of order" e-mail by the User confirming the receipt of the order and acceptance for implementation, which takes effect after placing the order and payment for the chosen Blueberries Package by the User. The agreement is concluded for a definite period indicated at the purchase of the chosen Blueberries Package.
4. The agreements on the Platform are concluded in English or Polish, depending on the language chosen by the User.

§ 10 Payment for the provision of Educational Materials

1. The User has the option to make payments for the Educational Materials 24 hours/7 days a week/365 days a year, subject to the remaining provisions of the Rules Regulations, in particular the provisions regarding technical breaks.
2. Access to paid Educational Materials is granted after purchasing a Blueberries package. The Blueberries package enables the User to use any tasks and courses available on the Platform, to the extent determined by the value of the purchased Package.
3. The Blueberries package is saved in my User's Wallet in the form of points - Blueberries. Access to a given task or course is made by subtracting the specified number of Blueberries indicated at the given task or course from the User's Package or Blueberries Packages.
4. If the Blueberries number available in My Wallet is lower than that required to access the selected task or course, the missing Blueberries part can be supplemented with a new Blueberries package. The sum of all Blueberries available for use, from one or several Blueberries packages, is stored in My Wallet.
5. Information about the number of User's Blueberries available can always be checked in their Account in the My Portfolio tab.
6. The current Blueberries purchase price list can be found at jagoenglishonline.com. The prices are given in Polish zloty, Euro and USD, and include VAT. Blueberries are sold in packages, the larger the Blueberries package, the better the purchase price per single Blueberries.
7. Purchase of access to Educational Materials is done by clicking the button next to the given Blueberries package "Buy with the payment obligation".
8. Placing an order will be confirmed with the "Order Confirmation" e-mail containing all the essential elements of the Order, confirmation of the Order acceptance by the Seller and its acceptance for execution. If the order cannot be accepted, the Administrator will inform the User via e-mail.
9. After purchasing the selected Blueberries package, the Blueberries are registered in My User's Wallet without delay, no later, however, than within 24 hours from concluding the Educational Materials Access Agreement.
10. The Administrator reserves the right to change the prices of Blueberries Bundles, offering them in promotional campaigns/withdrawing certain packages - however, this will not affect orders placed before the effective date of the Price List changes.

§ 11 Payments

1. Payment for Blueberries Packages is made via My Wallet using:
 - a) on-line payment made with payment cards,
 - b) online payment via electronic bank transfer from a bank account,
 - c) payment from a bank account,
 - d) cash payment,
 - e) using the SkyCash™ electronic purse,
 - f) using PayPal.
2. The settlement of transactions by payment card and e-transfer is carried out through the Dotpay S.A. payment agent.
3. After clicking the "Buy with payment obligation" button, the User will be redirected to the Dotpay SA payment Platform, through which - after accepting the Payment Regulations and Dotpay SA cookie policy - the User will be able to purchase the chosen Blueberries Package, through one of the available payment methods. Lack of acceptance of the above provisions of Dotpay SA provisions will make payment impossible.
4. If the payment method chosen by the User requires a CVC/CVV number of the payment card, the three-digit number should be provided on the back of the card in the signature field.
5. It is possible to obtain VAT invoices for Blueberries Packages purchased on the Platform - in order to get one, after the purchase, the Administrator must be contacted via the e-mail address: sekretariat@jago.pl, sending all the necessary data to the invoice. Invoices are issued at the end of each month and may include all the payments made in a given month.

§ 12 Withdrawal from/termination of the agreement

1. The User who is a Consumer may withdraw from the agreement to access to Educational Materials without providing any reasons, by submitting and sending a relevant statement within 14 days from the date of its conclusion to the Administrator. To meet the deadline, it is enough to send an appropriate statement of resignation before the expiry to the Administrator's contact address or in any other way that will allow the Administrator to learn the User's decision.
2. In the event of effective withdrawal from the agreement, the payment shall be returned immediately, in a manner analogous to the User's payment method.
3. The User loses the right to withdraw from the agreement to access the Educational Materials available in the event of starting to use the Blueberries Package purchased in any scope before the deadline for withdrawal from the agreement.
4. The User makes a voluntary decision to retain or resign from the right to withdraw from the Agreement for the provision of Educational Materials at the time of purchase. In the event of a decision to retain the right of withdrawal, the User will have access to the Educational Materials after 14 days from the conclusion of the agreement.
5. After the expiration of the period for withdrawal from the agreement for the provision of Educational Materials, it is not possible to exchange all or part of the Blueberries Package into PLN - also if during the term of the agreement the User does not use all Blueberries or his Account is deleted.
6. The User may at any time terminate the agreement for the provision of services in the scope of the newsletter delivery by:
 - a) clicking the deactivation link in the content of every e-mail containing the newsletter,
 - b) sending an e-mail to the Administrator with a request to terminate the Service Provision Agreement within the scope of the newsletter delivery,
 - c) changing settings on the User's Account.
7. The User may terminate the Account maintenance agreement at any time by reporting to the Administrator a request to delete their Account. With the removal of the Account, information about the acquired experience points, resolved language tasks, messages sent and received in the communicator

and places in the *TOP10* ranking are removed as well as the messages from the *Message Board*. In the event of termination of the Agreement, the purchased Blueberries Packages expire and cannot be converted into USD/EUR or transferred to another User.

§ 14 Complaints

1. The User has the option of reporting complaints about the functioning of the Platform, in particular the services provided and the Educational Materials made available.
2. The Complaint should specify in its content: the User's contact details and the content of the complaint along with justification. In the case of an incomplete complaint, the Administrator will ask the User for additional explanations. Complaints may be submitted via e-mail or in writing to the Administrator's Contact Details.
3. The response to the complaint will be given no later than within 14 days from the date of receipt of the complaint.
4. In the event of a positive consideration of the provision of the Educational Materials, the User has the right to require the Administrator to make the Educational Materials available in the correct manner, and if it is not possible, return the Blueberries spent on them.
5. The Administrator reserves no responsibility for temporary lack of access to the Platform due to maintenance and modernization works lasting up to 12 hours a week.
6. The Administrator reserves the possibility of temporary unstable operation of the Platform due to its ongoing and continuous improvement.

§ 15 Out-of-court ways to consider complaints and redress and the rules of access to these procedures

1. Detailed information on the right to use out-of-court complaint handling and redress by the User who is a Consumer and access rules to these procedures are available at the offices and on the websites of district (municipal) consumer ombudsmen, social organizations, whose statutory tasks include consumer protection, Voivodship Inspectorates of the Trade Inspection and the following Internet addresses of the Office of Competition and Consumer Protection:
http://www.uokik.gov.pl/spory_konsumenckie.php
http://www.uokik.gov.pl/sprawy_indywidualne.php
http://www.uokik.gov.pl/wazne_adresy.php
2. The User who is a Consumer has the following exemplary possibilities of using extrajudicial means of dealing with complaints and pursuing claims:
 - a) The User is entitled to request a permanent amicable consumer court, referred to in art. 37 of the Act of 15 December 2000 on the Trade Inspection (Journal of Laws of 2001 No. 4 item 25, as amended), with a request to settle the dispute arising from the concluded Sales Agreement. The regulations of the organization and operation of permanent consumer courts of arbitration are specified in the regulation of the Minister of Justice of September 25, 2001 on defining the rules of organization and operation of permanent consumer courts of arbitration. (Dz.U. 2001, no. 113, item 1214);
 - b) The user is entitled to apply to the provincial inspector of Trade Inspection, pursuant to art. 36 of the Act of 15 December 2000 on the Trade Inspection (Dz.U. 2001 No. 4 item 25, as amended), with a request to initiate mediation proceedings regarding the amicable settlement of the dispute between the User and the Administrator. Information on the rules and mode of the mediation procedure conducted by the voivodeship inspectorate of the Trade Inspection is available at the headquarters and on the websites of individual Provincial Inspectorates of the Trade Inspection;
 - c) The User may obtain free assistance in resolving the dispute between the Customer and the Seller, also using the free help of the poviat (municipal) consumer ombudsman or social organization, whose statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers). Advice is provided by the Consumer Federation

under the toll-free consumer helpline number 800 007 707 and by the Polish Consumers Association at: porady@dlakonsumentow.pl.

§ 16 Copyrights

1. Educational Materials available on the Platform are subject to copyright and are protected under the Copyright and Related Rights Act.
2. The Users may use the Service resources made available to them and made available Educational Materials solely for their own use - it is forbidden to distribute them to third parties, including in particular for commercial purposes, under pain of a contractual penalty in the amount of PLN 10,000.00.
3. In the event of causing damage exceeding the contractual penalty specified in point 2 above, it is permissible to investigate the supplementary damage based on general legal regulations.
4. Using the Platform's resources for private tutoring, presentations, conducting classes in educational institutions, etc. - requires each time the prior written consent of the Administrator.
5. Any infringement of the Administrator's copyrights will be prosecuted both on a civil and criminal basis.

§ 17 Final provisions

1. The Administrator reserves the right to amend the Regulations for important reasons. In particular, the change of applicable law, the necessity to adjust the content of the Regulations in connection with the decision of the competent authority or court order, change the way of providing services, e.g. by introducing new functions on the Platform, modification of existing functions or withdrawal of existing functions.
2. The Administrator will inform Users about the change in the Rules and Regulations by e-mail and a message in the Service communicator, at least 14 days in advance.
3. The amendments to the Rules and Regulations do not infringe on the rights of Users acquired before the amendments to the Rules and Regulations come into force and do not affect the complex, implemented and performed services of the provision of Educational Materials.
4. The User who does not accept changes in the Regulations has the right to terminate the Account and to deliver the newsletter, within 14 days from informing him about the amended contents of the Regulations, in accordance with point 2 above.
5. The User who, within 14 days from being informed about the content of the Rules and Regulations in accordance with item 2 above, did not raise objections to the change in the Rules and Regulations, is bound by the provisions of the amended Rules and Regulations.
6. In matters not covered by these Rules and Regulations, the generally applicable provisions of Polish law shall apply, in particular: the Civil Code; the Act on the provision of electronic services of 18 July 2002. (Journal of Laws of 2002 No. 144, item 1204, as amended), the Act on Consumer Rights of 30 May 2014. (Journal of Laws of 2014, item 827, as amended); and other relevant provisions of generally applicable law.
7. The law applicable to the resolution of any disputes arising from these Regulations is Polish law.