

Terms of Use of the onexstore.co.uk/premium e-Learning Platform

§1. Preliminary conditions

These Terms of Use specify the rules under which the e-learning Platform should be used, and particularly the rules governing both the Registration process and the use of the Account within the Platform, as well as determine the conditions and rules underlying the use of the Trainings available within the Platform, the mechanisms of obtaining points and levels of advancements by the Users of the Platform as well as the procedure for issuing complaints.

The provisions of the Terms of Use and attachments thereto, constituting their integral part, as well as the legal provisions in force on the territory of the Republic of Poland exclusively govern the rights and obligations of the Users of the Platform as well as the rights, obligations and responsibilities of the Service Provider.

§2. Definitions

The notions used in these Terms of Use stand for the following:

- a) **Product Group** – a group comprising Trainings and discussions regarding a single Microsoft product available within the Platform,
- b) **Consumer** – an adult natural person as defined by Article 22¹ of the Act of 23 April 1964 – Civil Code of Poland,
- c) **User Account/Account** – an individualized login and password protected IT entry in the e-Learning Platform created for the User upon Registration in the Platform, enabling using the Platform in accordance with the conditions of these Terms of Use and containing user-related data,
- d) **e-Learning Platform/Platform** – organized IT platform connected to the Internet, created and run by the Service Provider in English under the domain onexstore.co.uk/premium, enabling the Users to use the resources offered by the Platform based on the principles specified in the Terms of Use,
- e) **Entrepreneur** – an entrepreneur as defined by Article 43¹ of the Act of 23 April 1964 – Civil Code of Poland,
- f) **Terms of Use** – these „Terms of Use of the onexstore.co.uk/premium e-Learning Platform”, specifying the rules of functioning of the Platform and available at the Website of the Service Provider,
- g) **Registration** – a factual act consisting in sending data, including personal data, to the Service Provider, for the purpose of creating a User Account in the Platform as specified in the Terms of Use, voluntary yet required in order to use all functionalities of the Platform,
- h) **Shop** – organized IT platform connected to the Internet, created and run by the Service Provider in English under the domain onexstore.co.uk/premium, connected to the Platform and constituting property of the Service Provider, enabling the User to purchase Trainings available within the Platform,
- i) **Website of the Service Provider** – website in the domain onexstore.co.uk/premium, constituting property of the Service Provider, which holds the Platform,

- j) **Training** - specialized lectures, tests, exercises, e-learning trainings on Microsoft software and the Windows operating system, both payable and free, offered by the Service Provider and made available to the User by the Service Provider within the Platform,
- k) **Contract** – an contract for providing services by electronic means concluded by the User with the Service Provider at the date of creating the Account in the Platform,
- l) **Service Provider** – Jakub Hryciuk engaged in economic activity under the brand name of Jakub Hryciuk Onex Group, with its registered office at ul. Kierbedzia 4, 00-728 Warsaw, VAT Reference Number (NIP) 575-172-64-96, Company Registration Number (REGON) 240028596,
- m) **User** – any subject registered in the Platform possessing full legal capacity.

§3. Terms and conditions of use of the Platform

1. Any subject browsing the Platform without logging in as well as the User are obliged to use the Platform in accordance with its purpose and the Terms of Use.
2. The Service Provider enables browsing the content of the Platform without the necessity to create the Account, and particularly to acquaint oneself with the information found in its tabs, referred to in paragraph 3 below, as well as in order to use the tutorial, illustrating all possibilities and functions offered by the Platform.
3. The Service Provider ensures access to the Platform 24 (twenty-four) hours a day and 7 (seven) days a week.
4. The Platform consists of three tabs:
 - a) Microsoft trainings – where the Service Provider places all available online Trainings on Microsoft software,
 - b) Networking – Microsoft Experts Networking is a community forum bringing together experts and specialists in the field of Microsoft software,
 - c) Community – a ranking of experts on the Microsoft software.
5. The Service Provider enables Users free access to the Platform, within which Users may:
 - a) attend payable and free Trainings,
 - b) participate in discussions concerning Trainings as well as create their own topics within groups of open topics – via the Networking tab,
 - c) obtain points and successive levels of advancement (trophies) for attending Trainings available in the Platform as well as positions in the general classification, visible to all Users of the Platform under the Community tab.
6. Using the Platform is free of charge, it transpires in accordance with and in the scope determined by the Terms of Use and does not entail the necessity of purchasing a Training.
7. Minimum technical requirements for using the Platform:
 - a) Any device with access to the Internet,
 - b) Email access,
 - c) Internet browser(Internet Explorer – versions: 9, 10, 11, Safari 5+, the newest versions of the browsers: Microsoft Edge, Mozilla Firefox, Mozilla Firefox OS X, Opera, Safari OS X, Google Chrome, Google Chrome OS X),
 - d) Disabling Cookies and Java Script in the browser.
8. The access to all the functionalities of the Platform is granted by the Service Provider only to those subjects, who have registered in the Platform, having read and accepted the provisions of these Terms of Use.

9. The User is identified in the Platform based on the ID (email address) as well as the password defined by the User during the Registration process. Within the Platform, the User uses the pseudonym created during the Registration process.
10. The User is obliged not to disclose either ID or the access password for the Account created in the Platform. Should any suspicions arise that the mentioned ID or password might have been disclosed to an unauthorized party, the User should change the access password for the Platform via „Account settings”.
11. The User makes available his email address for the purposes of using the Platform, including securing communication with the Service Provider.
12. The user is not authorized to change, bypass or break security measures implemented in the Platform neither himself nor with the participation of any third parties.
13. The User agrees to use the Platform in accordance with the provisions of law and the principles of community life. Furthermore, the User is prohibited from placing on the Platform any illegal content, content infringing the commonly accepted standards and the principles of community life as well as content infringing the rules of morality and custom, in particular content advocating racial, ethnic or religion based hatred, sexually explicit content, content approving Fascism, Nazism or Communism, content promoting violence or offending religious feelings of others, etc. In particular, the User is prohibited from placing on the Platform materials which in any way infringe copyright law or trademark protection rights.
14. The Service Provider reserves the right to immediately delete from the Platform any User publication referred to in paragraph 13 above.
15. Should the User or other entity deem any content on the Platform as infringing his personal rights, decency, feelings, morality, beliefs, fair trade rules, know-how, legally protected secrecy, etc., may notify the Service Provider of the potential infringement via email – by sending a message to help@onexstore.com or via post, by sending a notification to the Service Provider: Jakub Hryciuk Onex Group, registered at ul. Kierbedzia 4, 00-728 Warsaw.
16. When notified of a potential infringement of the rights of the User or any other entity, the Service Provider shall take immediate measures to determine whether the infringement has taken place and, if that is the case, he shall delete from the Platform the content referred to in paragraph 15 above.
17. If the User infringes the Terms of Use, the Service Provider notifies the User of this fact, whilst warning him that another infringement thereof may result in removing the User Account from the Platform.

§4. User registration

1. In order to register a User Account, the entity is obliged to perform a free Registration on the Platform by using either the „Join the community” or the „Registration” button and providing in the registration form the email address, password, the first and last name, the User defined nickname i.e. the registration name of the User on the Platform, as well as the activation code, if relevant, and then send the said registration form the Service Provider via electronic means, by choosing the „Register” function in the registration form.
2. In the case of any change to the data referred to above in paragraph 1, the User is obliged to immediately update his data on the Platform.

3. In order to register a User Account, one needs to possess and use an active email account, i.e. email address, as well as determine an individual pseudonym and password comprising any 7 (seven) signs.
4. By sending the registration form to the Service Provider, the subject confirms the authenticity and accurateness of data contained therein.
5. While filling the registration form, the subject has the possibility to acquaint himself with the Terms of Use of the Platform and accept its content by checking the corresponding field on the registration form. The agreement to the Terms of Use is voluntary, albeit required to conclude Registration.
6. These Terms of Use are always made available free of charge by the Service Provider on his Website in a manner enabling Users to capture, reproduce and record their content by printing or saving them to a data carrier at any time using the information system employed by the Users.
7. After sending the filled registration form, the registering subject receives access to the created User Account. After registering the Account, the User may add to his Account an image/logo via Account settings. The image/logo will be visible to all logged in Users of the Platform.
8. By adding to his Account a photograph depicting the User, the User agrees that the Service Provider may use his likeness placed by him in the Account within the Platform as well as make it available to other Users of the Platform, so as to enable the Service Provider to provide services and functionalities of the Platform.
9. The Service Provider shall not use the likeness of the User for any purposes other than those specified above in paragraph 8, unlawfully or in a manner derogatory to the dignity and reputation of the User.
10. A User Account consists of the following tabs:
 - a) Summary,
 - b) Your trainings,
 - c) Messages,
 - d) Notifications,
 - e) Settings.
11. Each tab referred to above in paragraph 10 enables the User an insight into a different kind of information. And so, in the tab:
 - a) Summary – the User can check the number of points obtained within all activities on the Platform as well as view recent Notifications,
 - b) Your trainings – the User can check which of the Trainings available on the Platform he has started or completed as well as view the results thereof,
 - c) Messages – the User can read messages received from other Users of the service as well as communicate with them,
 - d) Notifications – the User can find information regarding successfully passed tests, obtained points, the badges received with an increase of level of advancement as well as availability of new Trainings or functionalities offered by the Platform,
 - e) Settings – after setting up the Account, the User may change: first and last name, company name, pseudonym as well as the password used while logging in to the Platform.
12. The User acknowledges that all data vital to the functioning of the Platform shall be sent to him via the email specified during Registration or following any update to the data referred to in article 4, paragraph 2.

13. In case of loss of the access password for the Account within the Platform, the user may use the „Remind password” function available within the Platform. While setting a new password for the account, the User is obliged to provide the email address provided during Registration or following any data update referred to in article 4 paragraph 2.

§5. Trainings

1. The Trainings available to Users within the Platform comprise paid and unpaid trainings.
2. The Trainings available to Users within the Platform are grouped according to Product Groups. The User has access to a specified number of Trainings within each Product Group. The Service Provider provides Users with free access to minimum one Training within each Product Group.
3. Within each Product Group, the User will find a brief introduction to the Training, information regarding the available Training topics, the detailed content realized throughout the Trainings in a given Product Group and the benefits thereof as well as will be able to access Networking.
4. The User of the Platform willing to undergo a paid Training can unlock it in one of the following three ways:
 - a) Option 1 – using the points collected in exchange for activity on the Platform (e.g. undergone free Trainings),
 - b) Option 2 – if the User is a subscriber of the Office 365 service offered by the Microsoft brand, he can unlock the Training by providing his Office 365 domain,
 - c) Option 3 – by purchasing access to the Training at a price visible on the „Buy” button.
5. All prices of Trainings provided on the Platform are gross prices (inclusive of VAT).
6. The User of the Platform is bound by the price visible next to the Training while issuing the order.
7. The User willing to purchase a Training is obliged to click the „Buy” button next to the selected Training on the Platform. On clicking the „Buy” button, the User will be notified by the Platform of the necessity of being automatically redirected to the website of the Store in order to proceed with the purchase. The regulations underlying purchasing Trainings via Store are defined in the Terms and Conditions of Online Sales available at <https://www.onexstore.com/en-US/terms-and-conditions>.
8. The price of a Training provided on the Platform comprises access to the Training (i.e. lectures, exercises, tests e-learning trainings) and discussion for a period of 365 (three hundred sixty-five) days since the day of unlocking the Training.
9. After making the purchase and crediting the payment to the account of the Service Provider, the User receives from the Service Provider access to the content of the purchased Training in the form of an activation key as well as a VAT invoice for the purchase made, which are sent via electronic means, i.e. to the email address provided during Registration or while updating data, as specified in article 4, paragraph 2.
10. After receiving the activation key from the Service Provider, the User should provide this key within the Platform in the „Enter activation code” field created for this purpose and then click on „Unlock”.
11. After unlocking the Training, the User shall realize it at his convenience within a period of maximum 365 (three hundred sixty-five) days since unlocking the Training, excluding the case referred to below under paragraph 12.
12. Should the User not be able to use the Platform and undergo the Training on the grounds of the Service Provider’s fault, the access to the Training shall be prolonged by the amount of days, in which the User was unable to use the Platform and undergo the Training.

13. The use of the Platform as well as the access to Trainings transpire online, i.e. via the Internet. The cost of data transmission lies with the User.

§6. Points

1. The Trainings available to Users on the Platform are divided into Product Groups. Each Product Group concerns a different product.
2. The User receives points which are awarded for his activity within the Platform, referred to below in paragraph 5. The points received for activity within the Platform enable Users to receive various levels of advancement (trophies) within Product Groups, which are visible as distinctions to other Users of the Platform under the Community tab.
3. The levels of advancement (trophies) awarded to Users are limited. The User experience levels recognized by the Service Provider are: Rookie, Beginner, Skilled, Experienced, Expert and Master. The User gains said levels of advancement separately within each Product Group, in accordance with attachment 1 to the Terms of Use.
4. The User's current activity within the Platform influences only the general classification available on the Platform, whereas lack thereof does not result in any change to the User's experience.
5. Users of the Platform are awarded points for the following:
 - a) Passing a test – the Service Provider establishes a score of 100 points as the maximum amount of points awarded for a test passed with a rate of 100%. The amount of points awarded depends on the number of correct answers. The test score is given in percentages. The points received are added to the Product Group relevant to a given test,
 - b) Correcting a test – the day after taking a test, the User may correct it. If the User corrects the test, he receives additional points which reflect the change of the test score. Should the test be retaken yielding a score worse than that obtained previously, no points are subtracted. The test score always reflects the best result obtained by the User,
 - c) Adding an answer/entry to discussion – each entry added by the User in the Networking tab is awarded with 1 point, provided that the entry comprises more than 100 signs. The points received are added to the Product Group relevant to a given Networking section. Should the entry for which the User received 1 point be removed from the Platform by the Service Provider due to a violation of the Terms of Use, the User loses the so obtained point,
 - d) Positive rated statements – User's statements are rated by other Users. Should an answer contributed by a given User be found helpful by another User, he may award that User with 5 points once within a single topic by clicking the „+” symbol next to his answer. The points received are added to the Product Group relevant to a given Networking section,
 - e) A place on the podium in the daily activity ranking – every day, the Service Provider awards Points in classifications related to Product Groups, based on the following criteria: 1. place = 60 points, 2. Place = 40 points, 3. place = 20 points,
 - f) A place on the podium in the weekly activity ranking – every Monday, the Service Provider awards Points in classifications related to Product Groups, based on the following criteria: 1. place = 100 points, 2. place = 65 points, 3. place = 40 points,
 - g) A place on the monthly activity ranking – on the first day of each month, the Service Provider awards Points in classifications related to Product Groups, based on the following criteria: 1. place = 200 points, 2. place = 140 points, 3. place = 60 points,

- h) Answering a private message – the User who has answered a private message received from another User is awarded by the Service Provider with 5 points at one time, provided that the answer comprises not less than 30 signs.
- 6. All statements placed by Users on the Platform should be formulated in a clear and comprehensible manner.
- 7. The User's decision to place any content on the Platform is voluntary.

§7. Intellectual property

1. Any materials within the Platform, including graphical elements as well as the layout and design thereof, trademarks and other information available within the Platform and User Accounts are subject to property rights of the Service Provider or Users.
2. The elements referred to above in paragraph 1 may be subject to proprietary copyrights, industrial property rights, including property rights in trademark registration, as well as proprietary database rights and, as such, they are subject to legal protection. Downloading or exploiting in any scope materials available within the Platform always requires consent of the eligible party and it cannot infringe the provisions of the Terms of Use or the generally applicable law nor can it violate the rights of the Platform or the rights of Users.
3. The Platform and all elements thereof are protected by provisions of law, and particularly the Copyright and Related Rights Act of 4 February 1994 as well as the Act of 16 April 1993 on combating unfair competition.
4. Copying, modifying, distributing or reproducing the content made available on the Platform by the Service Provider or Users is forbidden partially or totally.
5. While placing any content within the Platform:
 - a) And particularly discussion entries, pseudonyms and photographs/profile images, Users being Consumers,
 - b) And particularly discussion entries, pseudonyms and trademarks (logos), Users being Entrepreneurs,

hereby grant the Service Provider a non-exclusive, free license on using within the Platform, storing in the computer's memory, erasing, supplementing, displaying publicly, multiplying and distributing (particularly in the Internet) said content anywhere in the world.

6. The profile image/trademark (logo) may have any resolution. When placed, it will be automatically scaled to a size of 100x100 pixel. Furthermore, it should be in one of the following formats: jpg/png/jpeg/.
7. Third parties are forbidden from distributing and making available any profile images or trademarks placed by Users within the Platform.

§8. Personal data

1. Administrator of personal data of Users is the Service Provider – Jakub Hryciuk engaged in economic activity under the brand name Jakub Hryciuk Onex Group, with its registered office at ul. Kierbedzia 4, 00-728 Warsaw, VAT Reference Number (NIP) 575-172-64-96, Company Registration Number (REGON) 240028596.
2. Personal data are processed in accordance with the provisions of the Act of 29 August 1997 on Personal Data Protection.
3. Personal data of Users are collected and processed by the personal data Administrator for purposes related to the training process as well as for complaint purposes.

4. The User's decision to provide his personal data is voluntary yet required in order to use the Platform.
5. While registering, the subject setting up an Account is obliged to provide the following data: email address (login), password, first and last name, pseudonym and, additionally, company name if the subject is an entrepreneur.
6. The User is entitled to have an insight into his personal data, correct them as well as demand their removal at any time.
7. The User may at any time in writing withdraw his permission regarding the use and processing of his personal data.
8. All information regarding the use of or access to personal data, the mechanism of updating them or the withdrawal of permission to use them must be sent to the email address *help@onexstore.com or, by post, to the address of the Service Provider's registered office: Jakub Hryciuk Onex Group, ul. Kierbedzia 4, 00-728 Warsaw.
9. The Service Provider protects personal data entrusted to him as well as makes every effort to secure them from unauthorized access or use by unauthorized persons.

§9. Cookies policy

1. Operator of the Platform is the Service Provider – Jakub Hryciuk engaged in economic activity under the brand name Jakub Hryciuk Onex Group, with its registered office at ul. Kierbedzia 4, 00-728 Warsaw, VAT Reference Number (NIP) 575-172-64-96, Company Registration Number (REGON) 240028596.
2. The Platform uses Cookies files. Cookies files (so-called „cookies”) constitute IT data, in particular, text files which are stored on the terminal device of the User of the Platform and are intended for using the Website of the Service Provider. Cookies files usually contain the name of the website of their origin, their lifetime on the terminal device and a unique number.
3. The subject placing Cookies files in the terminal device of the User of the Platform as well as accessing them is the Service Provider.
4. Cookies files are used for the purposes of:
 - a) Creating statistics helping the Service Provider understand the manner in which the Platform is used by Users, thus enabling him to improve its structure and content,
 - b) Maintaining User session (after logging in) so that the User does not have to reenter his login and password on each sub-website of the Platform.
5. The Platform uses so-called session Cookies. Session Cookies are temporary files which are stored on the terminal device of the User until logging out, leaving the website or switching off the software (Internet browser).
6. Software for browsing websites (Internet browser) usually enables storing Cookies files on the User's terminal device by default. The corresponding settings can be changed by Users of the Platform. Internet browsers enable Users to delete Cookies files. It is also possible to automatically block Cookies files. Detailed information in this respect can be found in the Help section or the documentation of the Internet browser used by the User.
7. Information about certain User behaviors is subject to logging in the server layer. Such data is used solely and exclusively for Platform administration purposes as well as in order to secure the provision of efficient hosting services and it is not associated with specific persons browsing the content of the Platform.

8. Browsed resources are identified through URL addresses. Additionally, the following may be stored:
 - a) Information on errors which occurred during realization of a http transaction,
 - b) URL address of the site previously visited by the User (referrer link) – if the Platform was entered via a referrer link.

§10. Termination of Contract

Account Deletion

1. The User being a Consumer is entitled to terminate the Contract without providing reasons, by filling the relevant declaration to the Service Provider within 14 (fourteen) days since Registration. The notice period shall be considered valid if the declaration is sent before its expiry. The declaration Contract termination should be sent to the email address of the Service Provider: help@onexstore.com or, by post, to the address of the Service Provider's registered office: Jakub Hryciuk Onex Group, ul. Kierbedzia 4, 00-728 Warsaw.
2. In a situation of Contract termination by the User being a Consumer, the Contract shall be considered null and void. The User being a Consumer shall be exempt from all obligations and his Account on the Platform shall be deleted by the Service Provider on the day of receipt of the declaration of Contract termination.
3. The template declaration of Contract termination for the User being a Consumer constitutes Attachment 2 to the Terms of Use.
4. The User is entitled to terminate the Contract concluded with the Service Provider without providing reasons at any time with a notice period of 14 (fourteen) days. The user may send the declaration of Contract termination to the email address of the Service Provider help@onexstore.com or, by post, to the address of the Service Provider's registered office: Jakub Hryciuk Onex Group, ul. Kierbedzia 4, 00-728 Warsaw.
5. At the end of the notice period referred to above in paragraph 4, the Service Provider shall delete the User Account from the Platform.
6. The Service Provider may delete the User Account in the event of a renewed infringement of the provisions of the Terms of Use by the User.

§11. Availability of the Platform and cessation of service provision

1. The Service Provider ensures full availability of the Platform and undertakes to remove any malfunctions resulting in inappropriate functioning of the Platform without delay, not later than within 7 (seven) days after detection of the malfunction of the Platform by the User or other subject.
2. In the situation referred to above in paragraph 1, the Service Provider shall immediately notify the User thereof via the Website of the Service Provider as well as via an email sent to the email address provided during Registration or following any data update referred to in article 4, paragraph 2, not later than within 48 (forty-eight) hours following the occurrence of the event, while providing a predicted date of removal of the said malfunction.
3. The Service Provider reserves the right to suspend the activity of the Platform partially or totally, of which the Users shall be notified via an email sent to the email address provided during Registration or following any data update referred to in article 4, paragraph 2.

4. If the Service Provider notifies the User of the planned partial or total suspension of the activity of the Platform referred to above in paragraph 3, the User is entitled to terminate the Contract in accordance with the provisions specified in article 10, paragraph 4 and 5.
5. If the Service Provider decides to unsuspend the activity of the Platform, the User will be notified thereof by him via the Platform as well as via an email sent to the email address provided during Registration or following any data update referred to in article 4, paragraph 2 with a notice period of at least 14 (fourteen) days.
6. If the Service Provider decides to cease running the Platform, the User shall be notified thereof via the relevant information placed on the Website of the Service Provider as well as via an email sent to the email address provided during Registration or following any data update referred to in article 4, paragraph 2 with a notice period of at least 30 (thirty) days. Upon the cessation date, the Service provider shall delete from the Platform the data entrusted to him by the Users.
7. In the event referred to above in paragraph 6, the User is entitled to terminate the Contract in accordance with the provisions specified in article 10, paragraph 4 and 5.

§12. Complaints

1. The User of the Platform may submit complaints to the Service Provider arising out of non-performance or defective performance of the services provided, including any irregularities of or disruptions to the functioning of the technical infrastructure of the Platform.
2. The User may submit a complaint in electronic form, by sending it to the electronic address of the Service Provider: help@onexstore.com, or in writing, by sending it to the address of the Service Provider's registered office: Jakub Hryciuk Onex Group, ul. Kierbedzia 4, 00-728 Warsaw, with a note „Complaint”.
3. The User being a Consumer should include in the complaint notification form his first and last name, address of residence and a description of the problem detected. The Service Provider shall address the complaint submitted by the User as well as provide him with a reply within 14 (fourteen) days following receipt of the complaint.
4. The User being an Entrepreneur should include in the complaint notification form his first and last name, the data of the company on behalf of which he acts, the address of the company's registered office as well as a description of the problem detected. The Service Provider shall address the complaint submitted by the User as well as provide him with a reply within 30 (thirty) days following receipt of the complaint.
5. The reply to the complaint submitted by the User shall be sent to the correspondence address provided in the complaint notification form or the email address from which the complaint notification has been submitted, unless the User has specified some other form of contact.

§13. Final provisions

1. The User may consent to receive from the Service Provider commercial communications in form of messages sent to the email address provided by the User – Newsletter. For this purpose, the relevant field needs to be enabled during Registration or on the Platform. The User may withdraw his permission to receive commercial communications at any time.
2. The Service Provider reserves the right to place within the Platform commercial, promotional or marketing material delivered by the Service Provider or third parties.
3. The Service Provider is liable on general terms for any damage sustained by the Use as a result of use of the Platform.

4. If any provision of these Terms of Use or any part thereof is deemed invalid, unenforceable or unlawful by a court or other competent authority, the remaining provisions shall remain in force and they shall be considered as valid and binding.
5. The Service Provider reserves the right to change the content of these Terms of Use for important reasons, including the following:
 - a) Any change of legal status calling for amendments to the Terms of Use,
 - b) A ruling, decision or recommendation issued by a competent court or any other act issued by a public administration body binding for the Service Provider and calling for amendments to the Terms of Use,
 - c) Introduction of new products or services, whereby the changes made to the Terms of Use should concern only an introduction of new provisions or an amendment of those related to said products or services, the User shall not be obliged to use them, nor shall he bear any costs if he makes use of this possibility,
 - d) Improvement by the Service Provider of existing functions or services provided in order to increase security level, protect personal data or improve the usefulness of both the available functions and services provided by the Service Provider, whereby the changes of the Terms of Use should concern only an introduction of new provisions or an amendment of those related to said functions or services,
 - e) Withdrawal from functions or services or a change to existing functions or services provided by the Service Provider due to a further inability to provide a given service or function as they are as a result of their withdrawal from the Service Provider's offer, whereby the changes of the Terms of Use should concern only an introduction, removal or amendment of the provisions related to said functions or services,
 - f) A necessity to clarify provisions of the Terms of Use or implement editorial changes which shall not negatively affect its content nor the User's obligations.
8. Any changes to the Terms of Use shall be made available to the Users within the Platform 14 (fourteen) calendar days before their entry into force as well as sent to the Users having a User Account via email, i.e. to the address provided during Registration or following any data update referred to in article 4, paragraph 2.
9. The new Terms of Use shall not adversely affect rights acquired by the Users and they shall enter into force after 14 (fourteen) days following the publication on the Platform of information concerning the changes made in them with regard to the Users being Entrepreneurs and those being Consumers, unless the User being a Consumer objects to the changes made in the Terms of Use when given the possibility to acquaint himself with the content thereof.
10. The User being a Consumer is entitled to file a written objection to any changes made in the Terms of Use within 14 (fourteen) days of the date of his familiarization with said changes. When filed by the User, the objection shall be tantamount to a termination of the Contract, whereby paragraph 4 and 5 of article 10 shall apply as appropriate.
11. The User being a Consumer may file an objection by sending it to the email address of the Service Provider: help@onexstore.com or in writing, by sending it to the address of the Service Provider's registered office: Jakub Hryciuk Onex Group, ul. Kierbedzia 4, 00-728 Warsaw.
12. The applicable law is Polish national law, specifically including: the Act of 30 May 2014 on Consumer Rights (i.e. OJ, 2017, item 683 and its subsequent amendments), the Act of

23 April 1964 – Civil Code of Poland, the Act of 18 July 2002 on Providing Services by Electronic Means, the Copyright and Related Rights Act of 4 February 1994, the Act of 29 August 1997 on Personal Data Protection.

13. The Service Provider informs all Users being Consumers about the possibility to use extrajudicial measures of resolving complaints and seeking redress. The rules of access to said procedures are available at the premises or on the websites of the subjects entitled to settle disputes out of court. Those may be, in particular, consumer advocates or National Inspectorates of Trade Inspection, whose list is available on the website of the Office of Competition and Consumer Protection at http://www.uokik.gov.pl/spory_konsumenckie.php. Furthermore, the Service Provider also informs of the availability of the European Online Dispute Resolution platform for settling disputes arising between consumers and traders (ODR platform) at <http://ec.europa.eu/consumers/odr/>.
14. Any disputes arising between the Service Provider and the User being an entrepreneur shall be resolved by the competent common court with jurisdiction over the Service Provider's registered office.
15. These Terms of Use become effective as of 1 May 2017.

Attachment 1 to the Terms of Use of the onexstore.co.uk/premium e-learning platform – Levels of advancement

	LEVELS OF ADVANCEMENT					
	ROOKIE	BEGINNER	SKILLED	EXPERIENCED	EXPERT	MASTER
	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6
MICROSOFT PRODUCTS						
Office 2007	2000	4000	6500	9100	10000	11000
Office 2016	1500	3000	4000	5900	6500	7500
Office 365	20000	40000	60000	73000	74000	75000
Skype for Business	1000	2000	3500	5000	6000	7000

LEGEND
TEST SCORE THRESHOLD
TEST SCORE THRESHOLD + HALF TIME BONUS POINTS + SE
TEST SCORE THRESHOLD + MAXIMUM TIME BONUS POIN

Attachment 2 to the Terms of Use of the onexstore.co.uk/premium e-learning platform – Template declaration of termination of contract on providing electronic services

Place, date

Full name of the User

Address of the User

Jakub Hryciuk Onex Group
 ul. Kierbedzia 4
 00-728 Warsaw

DECLARATION OF TERMINATION OF DISTANCE OR OFF-PREMISES CONTRACT

I hereby declare that I terminate the contract on providing electronic services concluded on _____ with fourteen days' notice.

Full name
[handwritten signature]