

Schooleo Application Terms and Conditions

1. Introduction

- 1.1. These rules set out the terms and conditions of provision of services by Maciej Czarnecki doing business under the name BlackDot Maciej Czarnecki, Poznań (61-003) 10 St. Wincentego Street, NIP: 6783109293, REGON: 388375699, hereinafter referred to as "Service Provider" or "Licensor" to Licensees (defined below).
- 1.2. The service provider provides the following contact details:
 - 1.2.1. postal address: ul.św Wincentego 10, 61-003 Poznań,
 - 1.2.2. e-mail address: kontakt@schooleo.io,
 - 1.2.3. telephone: +48668202048.

2. Definitions

Capitalized definitions in the Regulations will be as follows:

- 2.1. **Application** - software for the management of educational organisations in the form of a web application, constituting a work within the meaning of the Act of 04 February 1994 on Copyright and Related Rights, available in the domain schooleo.io, for which the Licensor holds the copyright,
- 2.2. **Organisation** - an educational organisation operated by the Licensee for the management of which the Licensor enters into a Licence Agreement with the Licensee,
- 2.3. **Licensee** - the entity operating the Organisation that enters into a Licence Agreement with the Licensor for the use of the Application,
- 2.4. **Licence Agreement** - an agreement between the Licensor and the Licensee to grant the Licensee a licence to use the Application for the management of the Organisation,
- 2.5. **User** - a teacher, pupil, legal representative of a pupil, guardian of a pupil or other person who is a member of the Organisation for whom a profile has been assigned as part of the use of the Application,
- 2.6. **Account** - means the service provided electronically by the Service Provider to the User within the Application, which the User accesses by means of an individual login (e-mail address) and password, after successful registration in the Application,
- 2.7. **Account Agreement** - the agreement concluded between the Service Provider and the User upon confirmation of the User's registration of an Account on the Application,
- 2.8. **Rules of Procedure** - these Rules of Procedure,
- 2.9. **GDPR** - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation),
- 2.10. **Services** - the services provided by the Service Provider as described in section 4.

3. General provisions

- 3.1. The Terms and Conditions are available free of charge at <https://schooleo.io/en/terms> in such a way that they can be obtained, reproduced and recorded.
- 3.2. The Service Provider ensures that the Application functions in the following browsers: Google Chrome 21 or later, IE 10 or later, Firefox 28 or later, Safari 6.1 or later, Opera 12.1 or later or iOS mobile versions of Safari, Chrome, Firefox, Opera Mini.
- 3.3. In order to use the Application, including the services provided electronically by the Service Provider, it is necessary for the Licensee/User to have:

- a) a device with access to the Internet enabling the use of Internet resources,
 - b) active e-mail box,
 - c) a web browser capable of displaying web pages. It is recommended that you use one of the browsers indicated in point 3.3. with the "cookies" option enabled.
- 3.4. The Service Provider is not responsible for malfunctions resulting from the Licensee/User's failure to meet the technical requirements.
- 3.5. The fulfilment of some of the technical requirements set out in clause 3.4 above may involve fees, in particular to obtain access to the Internet. All costs associated with meeting the technical requirements shall be borne by the Licensee/User respectively.
- 3.6. The Licensee and the User shall refrain from all actions that may impede access to the Application by other licensees and users and from actions that interfere with or prevent the functioning of the Application and the Services provided within it.
- 3.7. The Licensee and Users may only use the Services provided by the Service Provider for purposes in accordance with generally applicable law and good morals.
- 3.8. The Licensee and the User are prohibited from doing so:
- a) the provision of content of an unlawful nature, including content contrary to the principles of social conduct,
 - b) to use the Application in a manner that impedes its operation or is disruptive to the Provider.
- 3.9. If the Licensee or User violates any of the prohibitions set out in clause 3.9, the Service Provider shall be entitled to terminate the Licence Agreement/Account Agreement with immediate effect.
- 3.10. In the event that the Licensee or User posts content that violates clause 3.9, the Service Provider may remove such content.
- 3.11. The service provider uses cryptographic protection for electronic transfer and digital content by means of appropriate logical, organisational and technical measures, in particular to prevent third-party access to the data, including through SSL encryption, the use of passwords and anti-virus or anti-spyware programmes.
- 3.12. The Service Provider informs that although the Service Provider uses the safeguards referred to in point 3.12. above, the use of the Internet and services provided by electronic means may be at risk of malicious software entering the communication and information system and the Licensee's / User's device or gaining access to the data on this device by third parties. In order to minimise the aforementioned risk, the Service Provider recommends that the Licensee/User use anti-virus software or means to protect identification on the Internet.
- 3.13. The service provider is entitled to leave so-called "cookies" or similar on the Licensee's/user's device.
- 3.14. The Service Provider reserves the right to a technical interruption of up to 24 hours in the operation of the Application, of which the Licensee and Users will be informed in advance by an appropriate message in the Application or on the schooleo.io website.
- 3.15. Acceptance of the Terms and Conditions is voluntary; however, if the User does not accept the Terms and Conditions, he/she is not entitled to use the Services on the Application. In the case of the Licensee, acceptance of the Terms and Conditions is necessary for the conclusion of the Licence Agreement.

4. Services

- 4.1. The application provides the tools to:
- a) management of the Organisation,

- b) scheduling of extra-curricular activities and running the general operation of the Organisation through the relevant Accounts - teacher, office and others defined by the User or Licensee,
 - c) enrolment in classes and communication with the organisation.
- 4.2. As part of the Application, the Licensee can access functionalities dedicated to owners of extra-curricular activity providers, in particular:
- a) Calendar management - functionality consisting of a calendar of activities, allowing you to enter activities by selecting type, subject, room, teacher, students and notes,
 - b) Pupil management - functionality consisting of presenting a list of pupils in classes with an indication of their payment status, with the possibility of sorting them according to a selected category, as well as sending pupils of all or specific classes an e-mail or sms message,
 - c) Management of teachers - functionality to present a list of teachers,
 - d) Payments - functionality to manage receivables and student payments for classes,
 - e) Reports - functionality to monitor changes to data entered into the Application,
 - f) Configuration - functionality that allows you to make changes to the settings of the Application,
 - g) Users and Roles - a functionality that allows you to view information about Users and assign permissions to Users in the Application.
- 4.3. As part of the Account - pupil/legal representative of the pupil/guardian of the pupil, the User gains access to functionalities dedicated to the customers of organisations running extra-curricular activities, in particular:
- a) Upcoming classes - functionality to access information about upcoming classes,
 - b) Scheduling - functionality consisting in the possibility of making an appointment for homework or obtaining information on available dates (availability of the function depends on the decision of the Licensee),
 - c) Payments - functionality to access information on the status of payments,
 - d) Online payments - functionality that allows a single class or a given month to be paid for using an instant payment service provided by Cashbill sp.z.o.o. (availability of this function depends on the decision of the Licensee),
 - e) My Data - a functionality that allows you to change the data in your User Account.
- 4.4. As part of the Account - teacher, the User gains access to functionalities dedicated to those who conduct extracurricular activities, in particular:
- a) Attendance - functionality to check attendance in class.
 - b) Cancellation of classes - functionality that allows classes to be marked as cancelled by the student/teacher or as unexcused (availability of the function subject to the Licensee's decision).
- 4.5. Within the Account - Office, the User is granted access to functionality restricted by the Licensee as required by setting the appropriate permissions.

5. Licence agreement

- 5.1. In order to access the resources of the Application for the Organisation, the Licensee shall conclude a separate Licence Agreement with the Licensor.
- 5.2. In the content of the Licence Agreement, the Licensee accepts the content of the Terms and Conditions.

- 5.3. Within the scope of the Licence Agreement, Licensor shall process the personal data of Users provided by Licensor on behalf of Licensee, which requires the conclusion of a separate agreement between Licensor and Licensee for the entrustment of the processing of personal data. In this case, the Licensor shall act as a personal data processor on behalf of the data controller, which is the Licensee.
- 5.4. In order to conclude the Licence Agreement as well as the agreement on the entrustment of personal data processing, the Licensee shall notify the Licensor at kontakt@schooleo.io of its wish to conclude the aforementioned agreements and shall provide the Licensor with the information and data necessary for the conclusion of these agreements, which will be requested by the Licensor in a separate email.
- 5.5. Licensor will agree with Licensee on the manner and form in which the aforementioned agreements will be concluded.

6. Account and termination of the Account Agreement

- 6.1. The User may only use the functionalities of the Application via the Account.
- 6.2. The conclusion of the Account Agreement between the Service Provider and the User occurs when the User confirms registration in the Application.
- 6.3. In order to conclude the Account Agreement, it is necessary for the User to provide the following data: name, surname, e-mail address, telephone number.
- 6.4. The Account Agreement is concluded for the duration of the licence granted to the Licensee under the Licence Agreement. The services of access to the Account are provided 7 days a week, 24 hours a day. The Service Provider reserves the right to choose and change the type, forms, time and manner of granting access to the Account, about which it will inform the Users in a manner appropriate for the change of the Terms and Conditions.
- 6.5. The Account Agreement enables the User to use the functionalities provided for the type of Account.
- 6.6. The User may only use the services provided by the Service Provider under the Account Agreement for purposes in accordance with generally applicable law and good morals.
- 6.7. The Account Agreement shall automatically terminate upon termination of the Licence Agreement. At this point in time, the User loses access to the resources of the Application.
- 6.8. The user is obliged to provide truthful data during the registration process.
- 6.9. The User may terminate the Account Agreement at any time by using the "Delete Account" tab in the Application.
- 6.10. Before the expiry of the term of the Licence Agreement, the Service Provider shall be entitled to terminate the Account Agreement with immediate effect and block the User's access to the Application in the event that the User violates the Terms and Conditions or generally applicable laws.
- 6.11. The Service Provider reserves the right to terminate the Account Agreement and to delete the Account with immediate effect in the event that there is a reasonable suspicion that the Account has not been created in order to use the Service Provider's services (fictitious account). The Service Provider will request an explanation from the Licensee before removing the Account.
- 6.12. The User who has concluded the Account Agreement may withdraw from it within 14 days of the conclusion of the Account Agreement, provided that he or she has not yet started using the services provided in the Application.

- 6.13. The submission of a declaration of withdrawal from the Account Agreement made in violation of clause 6.12 shall have no legal effect.
- 6.14. The User shall submit the withdrawal declaration by e-mail to the Service Provider's address: kontakt@schooleo.io. For this purpose, the User may use the Template Declaration of Withdrawal from the Account Agreement, which constitutes Attachment No. 1 to the Terms and Conditions.
- 6.15. The Service Provider undertakes to delete the User's Account on the Application within 14 days of receipt of an effective declaration of withdrawal from the Account Agreement.
- 6.16. The User's access to the Application does not entail any payment by the User to the Provider. Payment for the licence granted is governed by the Licence Agreement.

7. Warranty and liability

- 7.1. The service provider is obliged to provide the services with due diligence.
- 7.2. The procedure and complaint procedure for the services provided by the Licensor to the Licensee under the Licence Agreement shall be governed by the Licence Agreement.
- 7.3. The Licensee's complaint should contain a concise description of the situation and the Licensee's requests or suggestions. The aforementioned requirements are only recommendations and are intended to facilitate the Service Provider's handling of the complaint. The Licensee's failure to comply with the aforementioned requirements does not affect the time and manner in which the complaint will be considered.
- 7.4. Users have the right to lodge complaints regarding the functioning of the Application in accordance with the procedure described in clause 7.3. The complaint will be considered within 30 days of its receipt by the Service Provider. Complaints shall be sent by e-mail to the Provider's address: kontakt@schooleo.io.

8. Personal data

- 8.1. The administrator of the personal data collected within the Application is the Licensee, and the Licensor acts as a processor of the personal data.
- 8.2. The Service Provider declares that it processes personal data in accordance with the provisions of the GDPR.
- 8.3. The administrator of the personal data collected during the registration of the Account by the User is the Service Provider. The GDPR information clause is available at <https://schooleo.io/terms>.

9. Final provisions

- 9.1. Acceptance of the Terms and Conditions is required for Users to use the Application.
- 9.2. The Service Provider reserves the right to amend the Terms and Conditions. Amendments to the Terms and Conditions shall come into force within 7 days from the date on which they are made available on the Application website. Each time the Service Provider publishes information on amendments to the Terms and Conditions, the date of publication of this information and the effective date of the amendments to the Terms and Conditions shall be indicated.
- 9.3. If the changes to the Terms and Conditions are not accepted by the Licensee, the Licence Agreement shall be terminated at the end of the next billing period. The Account Agreements concluded by the Users with the Service Provider shall also be terminated as of this date. If the Licensee does not accept the changes to the Terms and Conditions, the Licensee is obliged to send the relevant information to the Licensor at its e-mail address: kontakt@schooleo.io before the effective date of the changes to the

Terms and Conditions. Failure to send the aforementioned information or the continued use of the Application by the Licensee shall be deemed acceptance of the amendments to the Terms. In the event of termination of the Licence Agreement as described in this section, the Licensee will not be entitled to a refund of any monies paid to Licensor before the date of termination of the Licence Agreement, in particular any licence fees.

- 9.4. If the User does not accept the amendments to the Rules and Regulations, the Account Agreement shall be terminated with immediate effect. If the User does not accept the amendments to the Terms of Use, he/she shall be obliged to send the relevant information to the Licensor at the Licensor's e-mail address: kontakt@schooleo.io prior to the effective date of the amendments to the Terms of Use. Failure to send the aforementioned information or the User's continued use of the Application shall be deemed to be acceptance of the amendments to the Terms of Use. The fact that the User does not accept the changes to the Terms does not affect the validity of the Licence Agreement.
- 9.5. The Licensee and Users have the possibility to make use of out-of-court complaint and redress procedures. Detailed information on the possibility to use out-of-court procedures for handling complaints and pursuing claims, as well as rules of access to these procedures, are available at the offices and on the websites of district (city) consumer ombudsmen, social organisations whose statutory tasks include consumer protection, Provincial Commercial Inspection Inspectorates and on the website of the Office of Competition and Consumer Protection (www.uokik.gov.pl).
- 9.6. The Service Provider shall be entitled to assign the rights and obligations binding it to the Licensee or the User, including any legal relationships arising under the Licence Agreement, the Personal Data Processing Agreement, the Account Agreement or acceptance of these Terms and Conditions and arising from the provision of services by the Service Provider to the Licensee and the User. Neither the User nor the Licensee is entitled to assign his or her rights and obligations binding him or her to the Service Provider to another entity, unless the Service Provider has given its prior written consent.
- 9.7. The regulations are effective as of 13.02.2023.

Attachment No. 1 - Model declaration of withdrawal from the Account Agreement

..... on
(place) (date)

Name:
Email address:
Telephone number:

BlackDot Maciej Czarnecki
ul. św Wincentego 10
61-003 Poznań

**Declaration of withdrawal from the contract for the provision of electronic services
(withdrawal from the Account Agreement in the Schooleo Application)**

On my own behalf, I hereby declare that I withdraw from the agreement for the provision of electronic services (Account Agreement) concluded through registration in the Schooleo Application.

At the same time, I declare that I have not started using the services provided in the Schooleo Application after registering.