

## I The Service Provider

e-referee.net brand belongs to company BK - MED Barbara Kuropatwa, entered in Poland kept by the minister responsible for of the economy, NIP 6411902552 REGON 522079664, e-mail address: kontakt@e-referee.net

## II Defintions

1. Business day- ne day between Monday and Friday inclusive, excluding public holidays.
2. Account- Electronic Service, marked with an individual e-mail address and password provided by the Service Recipient. A collection of resources and functionalities available in the system information and communication technology of the Service Provider, in which the data provided by the Service Recipient is collected and information about his activities on the Website. The account also allows you to use others Electronic Services available on the Website - for which the requirement has been indicated prior creation of an Account.
3. Newsletter- Electronic information service provided by the Service Provider via e-mail, which allows all Users using it automatic receipt of cyclical content of subsequent editions of the newsletter from the Service Provider containing information about new products and promotions on the Website. Newsletter does not includes system messages (e.g. account registration confirmation, password reset)
4. Terms of Use- these regulations of the e-learning Platform
5. Plan- access to specific content posted on the Platform for a specified period of time.
6. Peyment- a model of payment for products and services which is an indirect form, is the subject of the Agreement Sales between the Customer and the Service Provider.
7. Platform- an e-learning platform available at the Internet address <http://e-referee.net>
8. Electronic service- a service provided electronically by the Service Provider for Recipients via the e-learning Platform in accordance with the Terms of Use.
9. Recipient- a natural person with full legal capacity, legal person or an organizational unit without legal personality, which the law recognizes as having legal capacity; using or intending to use the Electronic Services available on e-referee.net, incl. concluding or intending to conclude a contract for the sale of the service.

## III General terms of use of the e-referee.net platform

1. The Service Recipient is obliged to use the e-learning Platform in accordance with the law and good manners, bearing in mind respect for personal rights and copyrights, and intellectual property of the Service Provider and third parties. The Service Recipient is obliged to entering data consistent with the facts. The recipient is prohibited from delivering illegal content.
2. Technical requirements necessary for cooperation with the ICT system which is used by Service Provider:
  - a) computer, laptop, tablet, smartphone or other multimedia device that allows to browse the internet;
  - b) access to email;
  - c) elected web browser: Mozilla Firefox version 17.0 and higher, Opera version 12.0 and higher, Google Chrome version 23.0. and higher, Safari 5.0 and higher, Microsoft Edge v version 25.10586.0.0 and higher;
  - d) recommended minimum screen resolution: 1024 × 768; (5) inclusion in the web browser Javascript support.

## IV Electronic services offered by e-referee.net

1. Anyone can use the Website on the terms specified in the Regulations.
2. The Service Recipient may use the following Electronic Services on the Website:
  - a) User account and profile
  - b) Newsletter
  - c) "Clips" discussion panel
  - d) „Learning”
  - e) „Exams”
  - f) „Materials”
  - g) Plans shop
3. A detailed description of Electronic Services and the rules of their operation is available in the Regulations and on e-learning platform website.

## V User account and profile

1. The Account Electronic Service is provided for an indefinite period of time and it is free of charge.
2. Using the Account is possible after completing the registration form and confirming your will creating an Account by clicking on the activation link sent to the provided e-mail address - at this point, an agreement for the use of the Account is concluded between the Service Provider and the Service Recipient. In the registration form, it is necessary for the Customer to provide the following data: name, surname, e-mail address.
3. The Service Recipient is obliged to update their data provided under the Account on an ongoing basis if it has been changed.
4. The Service Recipient may have only one Account on the Website at the same time. To one e-mail address can be assigned only one account.
5. The account is assigned to the Client by name. Sharing or reselling the account, particularly one with a premium package, is strictly prohibited and the account may be suspended.

6. The Service Recipient, at any time and without giving a reason, has the option to delete the Account (resignation from Accounts) by using the appropriate option available as part of the user profile or via sending a relevant request to the Service Provider or via e-mail to the following address:  
[kontakt@e-referee.net](mailto:kontakt@e-referee.net)
7. The Service Provider reserves the right to suspend the User Account if the Service Recipient, despite requests from the Service Provider with a reason, violates these Regulations, in particular by failure to comply with point 5.5 of Terms of Use.
8. The User Account may be suspended for a specified period indicated by the Service Provider or indefinite. During the suspension of the Account, the User is obliged to take actions aimed at removing the reasons for its suspension, and immediately after removing them inform about it Service provider.
9. If the Account is suspended for an indefinite period, the Service Provider will cancel the suspension of the Account after cessation of the reason for its suspension, within 5 Business Days.
10. The Service Provider in the event of an Account suspension lasting over 30 calendar days and no termination the reasons for its suspension, the User has the right to terminate the Service Agreement Electronic Account with a 7-day notice period.

### VI Newsletter

1. Using the Newsletter is free of charge and does not require the creation of an Account.
2. Signing up for the Newsletter takes place by checking the appropriate box when signing up Accounts by checking the appropriate box in the user profile or by entering the email address in the appropriate field on the home page.
3. The Service Recipient may unsubscribe the Newsletter at any time and without giving any reason by using the appropriate option available in the user's profile, respectively, in messages received as part of the Newsletter or by sending a relevant request to Service providers, via e-mail to the following address:  
[kontakt@e-referee.net](mailto:kontakt@e-referee.net)

### VII „Clips” discussion panel

1. The usage of the "Clips" discussion panel is free of charge.
2. It is not required to create an account in order to display the content of the "Clips" discussion panel.
3. Signing up a free account on the platform is required to upload your materials and comment clips uploaded by other users.
4. The content uploaded by the user must be lawful and related to the topic of the discussion panel.
5. The Service Provider reserves the right to verify the materials sent by an user before publishing them in the discussion panel.
6. Comments posted by the Service Recipient may not contain obscene and common words considered as offensive. The Service Provider reserves the right to delete the comment if the content is inappropriate, indecent or unrelated to the topic of the discussion panel.

## VIII „Learning”

The usage of the "Learning" tool is available only for users who have purchased on the platform "Gold Premium" plan

## IX „Exams”

1. The usage of the "Tests" tool in a limited version is available for logged in Users who have accounts on the platform without a purchased plan.
2. Full usage of the "Tests" tool is available for users who have purchased on the platform "Silver Premium" or "Gold Premium" plan

## X Service Sales Agreement

1. E-referee.net enables the conclusion of a contract for the sale of Services. The types, description and prices of the Services are given on e-learning platform website, mainly in the "Offer" tab.
2. Products available in the Store may be purchased by the Service Recipient using the order form - in this case the sales contract is concluded upon completing the order form and clicking the "Buy and pay" button.
3. The usage of the order form begins when the user selects the package. Submitting an order takes place after completing the order form and finalizing it orders - until then, it is possible to modify the entered data (to do this, follow the messages displayed and the information available on the Store website).
4. Consolidation, securing and providing the Client with the content of the concluded sales contract is made by making these Regulations available on the Website and sending the Customer an e-mail after the purchase with an attached electronic invoice.
5. Delivery of the Product to the Service Recipient is made by the Service Provider through making it available in the Account within 24 hours of receiving the payment.
6. The method and date of payment under the Product sales contract:
  - a) Payment under the Product sales contract may be made via the website payU.com.
  - b) Payment date - the Service Recipient is obliged to make a payment under the concluded contract sale within 3 calendar days from the date of its conclusion.

## XI contact with e-referee.net

The main form of ongoing distance communication with the Service Provider is electronic mail (e-mail: [kontakt@e-referee.net](mailto:kontakt@e-referee.net))

## XII Complaints

1. Complaints related to the operation of the Website, including purchase complaints may be submitted by the Service Recipient by e-mail to the following address: [kontakt@e-referee.net](mailto:kontakt@e-referee.net)
2. The Service Provider recommends that in the description of the complaint there should be:
  - information and circumstances regarding the subject of the complaint, in particular the type and date the occurrence of irregularities;
  - the Service Recipient's claim;
  - contact details of the person submitting the complaint.

This will facilitate and speed up the consideration of the complaint by the Service Provider. The requirements set out in this point have the form of recommendation only and do not affect the effectiveness of complaints submitted with omitting the recommended description of the complaint.

3. The Service Provider will respond to the complaint within 14 calendar days from the date of its submission. Failure to respond within the above-mentioned period means that the Service Provider considered the complaint as justifiable.

## XIII Withdrawal from the contract by the recipient

1. The Service Recipient is not entitled to withdraw from a distance contract in relation to:
  - a) contracts for the provision of services, if the Service Provider has fully performed the service with the recipient's consent who was informed prior to the commencement of the service that after the fulfillment performance by the Service Provider, the recipient will lose the right to withdraw from the contract;
  - b) contracts for the supply of digital content that is not recorded on a tangible data carrier, if the performance of the service began with the consumer's consent before the deadline to withdraw from the contract.
2. The right to withdraw from a distance contract may not be entitled to the Service Recipient who after delivering the digital content took a significant part of the time (i.e. more than 55%). Every time the assessment of the duration is based on the date of the sale agreement and the term of service completion.
3. Subject to point 13.1 of the Regulations and point 13.2 of the Regulations, the Service Recipient who concluded the contract for distance, may withdraw from it within 14 calendar days without giving any reason and without incurring costs, subject to the costs referred to in point 13.4 of the Terms of Use. To keep deadline is enough to send a statement before its expiry.
4. In the case of the Service, the performance of which - at the express request of the Service Recipient - ended before the deadline to withdraw from the contract, the Service Recipient who exercises the right to withdraw from such a request is submitted, the contract is obliged to pay for the services fulfilled before they withdrew from the contract. The amount of the payment is calculated in proportion to the scope of the service provided, taking into account the price agreed in the contract.
5. The declaration of withdrawal from the contract may be submitted in electronic form via e-mail to the following address: [kontakt@e-referee.net](mailto:kontakt@e-referee.net)
6. The period for withdrawing from the contract begins from the date of concluding the contract.
7. Returns are made only by traditional transfer to bank account (numbers in the IBAN) or via payU.com

8. Costs of currency conversion and other fees charged by the bank, post office or other payment operator, on which the Service Provider had no influence on, are not refundable
9. In exceptional circumstances, the parties may agree on a different form of return transfer.

### **XIV Out-of-court ways of dealing with complaints and redress and the rules of access to these procedures**

1. Detailed information on the possibility of using by the buyer out-of-court methods of dealing with complaints and redress, and the rules of access to these procedures are available at the headquarters and on the poviats (city) websites consumer ombudsmen.
2. The consumer can get free help in resolving the dispute by using free assistance of the poviats (municipal) consumer ombudsman or social organization, to whose statutory tasks include consumer protection.
3. At <http://ec.europa.eu/consumers/odr> there is available platform to dispute resolution between consumers and entrepreneurs at the EU level (platform ODR). The ODR platform is an interactive and multilingual website with a point comprehensive service for consumers and entrepreneurs seeking out-of-court settlement dispute over contractual obligations arising from an online sales contract or contract for the provision of services.

### **XV Copyright**

1. Copyrights and intellectual property rights to the Website as a whole and its individual elements, including content, graphics, works, patterns and marks available within it they belong to the Service Provider or other authorized third parties and are protected by the Law Copyright and other provisions of generally applicable law. Protection granted to the Website covers all forms of their expression.
2. The Service Recipient has no right to copy, modify, adapt, translate or distribute the content belonging to the e-referee.net Platform, except for cases permitted by mandatory law.
3. The trademarks of the Service Provider and third parties should be used in accordance with applicable law.

### **XVI Responsibility**

1. The e-learning platform e-referee.net is not responsible for errors in the content, responses, justifications or any elements of the website, as well as for damages (including property) that may result from the use of the website.
2. The e-learning platform e-referee.net is of a training nature and therefore cannot be treated as the official interpretation of football rules. We always do our best that the content is up-to-date and complies with the latest regulations and guidelines, but does not guarantee that there are no errors in answers or interpretations.

### **XVII Final provisions**

1. Contracts concluded via e-referee.net are concluded in accordance with the law of the European Union and in English.
2. Amendments to the Terms of Use - the Service Provider reserves the right to amend the Terms of Use from important reasons like: changes in the law; adding new Electronic Services - in to the extent to which these changes affect the implementation of the provisions of these Terms of Use. The Changed Terms of Use bind the Service Recipient if the requirements specified in the Civil Code, that is, it has been properly notified of the changes and has not terminated the contract within 14 calendar days from the date of notification. In the event of a change Of the Regulations resulted in the introduction of any new fees or an increase in the current ones, The Service Recipient who is a consumer has the right to withdraw from the contract.
3. In cases not covered by these Terms of Use, the generally applicable ones apply provisions of European Union law, in particular: The Act on Consumer Rights and other relevant provisions of generally applicable law.

### **XVIII Attatchments**

1. [Refund form template \(https://e-referee.net/dokumenty/refund-form.pdf\)](https://e-referee.net/dokumenty/refund-form.pdf)