

§1. Definitions

1. **Best Brain** – Best Brain Fitness Sp. z o.o. seated in Warsaw (01-927), at ul. Żółwia 22 lok. 73, entered into the National Business Register kept by the Circuit Court in and for the capital city of Warsaw, XII Commercial Division of the National Business register under the number KRS 0000883021, NIP 1182219979, REGON 388193478, its company capital being 5000,00zł.
2. **PayPro SA (PayPro)** – a business entity acting as an agent in the payment service, seated in Posen [Poznan], at ulica Kanclerskaj 15 (60-327), entered into [i] the National Business Register kept by the Circuit Court in and for Poznań Nowe Miasto and Wilda, VIII XII Commercial Division of the National Business register under the number KRS 0000347935, NIP 7792369887, its company capital being 4.500.000,00 PLN, paid in full and [ii] the register of national payment entities kept by the Board for Financial Supervision under the number UKNF IP24/2014.
3. **Serwis Przelewy24 (24h Payment Platform)** – an Internet payment processing platform – acting as an agent in transferring payments between the Customer and Best Brain
4. **Stripe.com** – an international card payment processing platform kept by Stripe Inc. seated in at 510 Townsend Street, San Francisco, CA 94103, USA
5. **Training [session]** – a webinar conducted by Best Brain through the agency of an external webinar platform
6. **Website /Platform-** <https://www.sklep.bestbrain.education/>
7. **Access** – the link with a code enabling the Service.
8. **Customer / User** – a physical, or legal person or an organizational unit without a legal status in which the legal capacity is vested by virtue of law.
9. **Fitness for the brain online classes** – developmental exercises for the brain conducted in groups by certified Best Brain method coaches through the external platform for holding webinars.
10. **Gift voucher** – a document with an activation code enabling the activation of services rendered by Best Brain.
11. **Service** – Training sessions and/or online *Fitness for the brain* classes .

§2. General provisions

1. These Regulations contain in particular some provisions pertinent to the rules governing the purchase and the provision of the Services, lodging and examination of complaints as well as the withdrawal from the agreement.
2. The business entity rendering the Services is Best Brain to be contacted electronically at the address: finanse@bestbrain.pl , or in writing at the address: Best Brain Edukacja Sp. z o.o. ul. Żółwia 22 lok. 73 Warszawa (01-927) or on the telephone: +48 502 922 442.
3. For the correct use of the Platform and the webpages through which will be provided the Services indispensable are a device with an Internet desktop browser, access to the Internet and an active e-mail account.
4. Each User is obliged to make use of the said webpages according to the general provisions of the law and the principles of community life.

§3 Buying access

1. You can participate in Training sessions or in Fitness for the Brain classes with prior Customer's buying of Access through the Platform
2. In the case of buying Access for the Fitness or the Brain classes, the Customer will obtain Access to the platform which allows joining online Fitness or the Brain classes available at www.fitness.bestbrain.education – as well as Access to the Memory Improvement System [MIS] platform available at www.sdp.bestbrain.pl
3. Access is activated as of the day of the Customer's paying for the Service. If the Customer decides to pay by transfer, electronically or with a card – as of the day of crediting of the Seller's banking account.
4. Information on how to get Access to the purchased Services will be obtained by the Customer at the e-mail address as specified in the registration process immediately after having paid for the Service.
5. Any and all Platform prices are expressed in Polish zloty.
6. Access may be obtained when the Customer purchases a Gift Voucher. In such a

case, the Customer is entitled to hand over the Gift Voucher to any selected person.

7. In order to get Access (voucher's activation), the Gift Voucher is to be registered on website <https://www.fitness.bestbrain.education/voucher> giving the e-mail address as well as the code given on the Voucher.
8. The number of the days with active Access upon buying a gift Voucher will start with the activation of the Gift Voucher. It complies with the number of the days given on the Gift Voucher provided that the Voucher's validity date goes before the date of activation of the Voucher plus the days given on this Voucher.
9. Payments for the Services are made by the Customers through PayPro via platform Przelewy24 or through the agency of stripe.com
10. Upon paying the Service, Best Brain will send a VAT invoice at the e-mail address given in the registration procedure or at the panel www.sdp.bestbrain.pl.

§4.

Complaint handling

1. Any and all complaints regarding the operation of the Platform, the webpages through which the Services will be provided may be lodged electronically or in writing at the addresses indicated in §2.2 hereof.
2. A claim should indicate at least the User's identification data with a description of the claim lodged.
3. Claims shall be handled by Best Brain within 14 days of the date of their reception

§5.

Withdrawal from the Agreement

1. Pursuant to art. 38 point 13 of Act on Consumer's Rights, the right to withdraw from a distance contract/agreement is not valid in the case of contracts for providing digital content on a tangible medium provided that the provision of the service started with express Consumer's consent before the deadline for withdrawal from the contract, and the entrepreneur has informed him about the loss of such a right. Those provisions are

also applicable in the case of a physical person who enters into a contract directly related to their business activity if according to the contract content such a contract does not have professional nature for such a person, resulting in particular from the type of business activity made available in line with the rules governing the Central Register and Information on Economic Activity.

2. For the nature of the Service provided, Best Brain grants to their Buyers an opportunity of withdrawing from the Contract within a 7 day time of buying Access to the Service.
3. If the Customer wishes to exercise his right said above, he/she will be authorized to send an appropriate declaration at the e- mail address: W finans@bestbrain.pl . In such a case, Best Brain shall refund the full amount of money paid by the Customer to the bank account indicated by the Customer or will use the same payment method which was used the purchase of the Service.

§6.

Responsibility

1. Best Brain is responsible for guaranteeing technically correct operation of the Website and the webpages through which the Services will be provided.
2. Best Brain reserves a temporary limitation of the availability of the Website and the websites through which the Services will be provided in case of servicing operations or data updating.
3. Best Brain shall not be held responsible for:
 - a) any and all damages caused by making use of the Website and the webpages - through which the Services will be provided - if this should be inconsistent with their normal utilization.
 - b) any payments performer through an agent in the payment service
 - c) any damages if the User does not comply with the safety rules governing the

use of the Internet and if the User should fail to keep secret the Access handed over to them.

§7.

Changes to the Regulations

1. Best Brain is authorized to change the Regulations for good reasons, i.e.:
 - a) adaptation of the Services provided to the legal rules/decisions of competent government agencies/decrees issued by the courts of law resulting in the necessity of modifying the Regulations so as to comply with the effective Statutes.
 - b) improvement of the functionality of the Website and the webpages through which the Services will be provided, incl. introduction of new services provided electronically or a change to the existing functionality.
 - c) improvement of the safety of the Website and the webpages through which the Services will be provided,
 - d) a change to the range of the Services provided,
 - e) updating of the contact and registration details as specified in the Regulations,
 - f) elimination of any ambiguities and/or errors occurring in the Regulations.
2. the Users shall be informed about any change to the Regulations via e-mail message sent at the address indicated during the registration at least 14 [fourteen] days before a new version of the Regulations becomes valid.
3. Information on the modified Regulations will also appear on the Platform.
4. The modified Regulations shall be valid for the Users who do not denounce the

contract for providing services electronically before the modified Regulations enter into force.

§8.

Personal data protection

1. The administrator of the personal data is Best Brain.
2. Detailed information on personal data protection is given in the **privacy policy**.

§9

Final provisions

1. The User can download the Regulations in PDF format directly from the Website
2. Any and all matters unspecified in these Regulations shall be governed by the Polish law.
3. In case any part of the Regulations should be in conflict with the effective law, in lieu of the disputed provision of the Regulations shall be applicable appropriate provisions of the Polish law.
4. Any and all disputed in relation to the Services provided by Best Brain shall be examined by the common courts of law having jurisdiction over the seat.

A User being also a Consumer is authorized to exercise extrajudicial procedures for settling disputes. In order to settle a dispute amicably, the User may lodge a complaint through the Internet ODR platform available at the address: <http://ec.europa.eu/consumers/odr/>.

5. Upon conclusion of the complaint procedure, a User being also a Consumer is also authorized to exercise extrajudicial procedures for settling disputes, especially by filing a motion for entering into mediation or with a court of arbitration for having the case examined. A list of courts of arbitration for consumers at the Voivodeship Inspectorates of Trade Inspection is available on the website <https://www.uokik.gov.pl/>

6. A User who is a Consumer may also make use of gratuitous assistance of a municipal (district) Consumer Advocate or a social organization whose statute covers the protection of consumers. Extrajudicial assertion for claims of damages upon conclusion of the complaint procedure is free of charge.

The Regulations shall be valid from 19.04.2021 onwards