

TERMS AND CONDITIONS FOR THE PROVISION OF THE SERVICE

Terms and conditions for the provision of the service: participation in an international conference via the website available at: <https://issy38.com.pl/>.

§1 [Interpretation].

1. Unless the context otherwise requires, capitalized terms in the text of the Terms and Conditions shall have the meaning given to them in accordance with §2.
2. WhyNotTravel Załoga Nasternak spółka komandytowa with the seat in Kielnarowa, 108a Kielnarowa Street, 36-020 Tyczyn, NIP: 813-338-05-14, REGON: 180003786, +48 17 230 68 01, info@whynottravel.pl hereby establishes the regulations of rendering the service: participation in international conference by means of internet service available on the website www.whynottravel.pl (hereinafter referred to as "Regulations").

§2 [Definitions].

1. Website – a group of interlinked, in order to extend functionality, websites made available on the Internet at <https://issy38.com.pl/> The websites may contain information content, forms, buttons and applications. The Website may remember information from your browser in order to tailor content to your preferences and tastes, including as set out in the Cookies Policy.
2. User – a person accessing the Website via the Internet and using a web browser.
3. Provider – a third party providing the service selected in the search process. In particular, it is any air carrier authorised to provide air transport, which carries a passenger or his/her baggage on the basis of an air ticket and whose airline designation (IATA Airline Code) appears on the air ticket or on a supplementary ticket.
4. Service – a service provided by the Operator included in the conference package to ensure paid participation in an international conference organised by the Operator or co-organised by the Operator, in accordance with the purchased service package;
5. Conference package – a package of specific benefits related to participation in a scientific conference organised or co-organised by the Operator and guaranteed by the Operator at a given price;
6. Operator – the entrepreneur operating the Website and issuing documents authorising the use of the service. Suppliers. The Operator provides a diligent service of making the Website available to Users and handling booking requests for services submitted to Suppliers via the Website and selling services as an agent of the User, with the User agreeing that the Operator may also act as an agent of the Supplier.
7. Customer Service Office (CSO) – the Operator's team of consultants providing advice on the selection and paperwork for booking Providers' services (also referred to as the Booking Centre in the service content). Contact details for the Customer Service Office:

WhyNotTravel Załoga Nasternak spółka komandytowa.

based in Kielnarowa

Kielnarowa 108A, 36-020 Tyczyn

Telephones: 17 23 06 801, +48 725 501 150

Email: info@whynottravel.pl

8. Hours of Operation of the BOK – the time during which the BOK consultants provide advice on the selection and formalities for booking the Providers' services. Consultants are available to Users: from Monday to Friday from 9:00 to 20:00, on Saturday from 10:00 to 14:00 except for public holidays. The hours refer to Polish time.

9. Order – all data necessary to reserve and purchase a conference package, sent by the User to the Operator via the Reservation System in order to purchase a conference package selected by the User on the basis of the proposals presented in the Reservation System;

10. Booking System – an online system accessible via the website: <https://issy38.com.pl/> to select and purchase a conference package;

11. Payment – payment for the conference package selected by the user and purchased through the Booking System;

12. Conference participant – a person using the Operator's service on the basis of a document authorising the use of the service issued by the Operator. Conference participant data shall be determined by the User;

13. Online Payment – payment via the Internet, initiated directly in the Reservation System in the process of placing an Order, on an ongoing basis (during the call). Online payment is made through the systems of Third Party Providers specialising in handling electronic payments, whose task is to initiate the payment process in the IT system of the User's bank or payment card operator, verify the execution of the payment and send its confirmation or rejection to the Reservation System.

14. Consumer – a natural person who makes a legal transaction with a trader which is not directly related to his/her commercial or professional activity.

15. Entrepreneur – a natural person, a legal person and an organisational unit which is not a legal person but to which the law confers legal capacity, conducting a commercial or professional activity in its own name.

§3 [General provisions].

1. The operator of the Internet Service and the Reservation System is WhyNotTravel Załoga Nasternak spółka komandytowa with its registered seat in Kielnarowa108A, registered by the District Court in Rzeszów XII Economic Department of the National Court Register under KRS number 0000459238, holding tax identification number NIP 813-338-05-14, REGON:180003786.

2. In particular WhyNotTravel Załoga Nasternak spółka komandytowa, based in Kielnarowa.

3. The Terms and Conditions are made available to the User on the Website.

4. The user of the service shall have the unrestricted right to obtain, reproduce, copy and otherwise record the Terms and Conditions, excluding the possibility of their commercial use on other websites.

5. A prerequisite for the use of the Website is the acceptance of all the provisions contained in the content of the Terms and Conditions.

6. The terms and conditions of the Terms of Use shall also apply when the User enters or accesses the Website via third party websites. The Operator is not responsible for the content of third-party websites.

7. Each User is obliged to comply with these Terms and Conditions as soon as they start using the Reservation System. The User's acceptance of these Terms and Conditions constitutes a binding consent of the Operator to provide the service to the User in accordance with the provisions hereof.

8. The User does not need to have a personal profile in the Reservation System to access the services provided by the Operator electronically.

9. The price of the conference package shown on the Shop website is given in Polish zloty (PLN) and includes all components. The price does not include delivery costs.

10. Orders can be placed through the Reservation System 24 hours a day, all year round.

11. It is a condition of placing an Order in the Store that the Customer reads the Terms and Conditions and accepts them at the time of placing the Order.

12. A consumer who has concluded a distance contract may withdraw from the contract within 14 calendar days without stating a reason and without incurring costs.

13. The right of withdrawal from a contract concluded with the Operator on the basis of these Terms and Conditions shall not apply to the consumer in respect of contracts:

a) for the provision of services for which the consumer is liable to pay the price, where the Operator has provided the service in full with the express and prior consent of the consumer, who has been informed before the provision of the service by the trader that he will lose his right of withdrawal after the trader has provided the service, and has acknowledged this;

b) for the provision of accommodation, other than for residential purposes, transport of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract specifies the date or period of the service;

c) for the supply of digital content not supplied on a tangible medium, for which the consumer is liable to pay the price, if the Operator has commenced performance with the express and prior consent of the consumer, who has been informed prior to the commencement of performance that he will lose his right of withdrawal after the Operator has provided performance and has acknowledged this, and the Operator has provided the consumer with the confirmation referred to in Article 15 of the Consumer Rights Act (obligation to issue the contract document and confirm that consent has been obtained)(1) and (2) or Article 21(1) of the Consumer Rights Act.

14. In matters not covered by these Regulations, the provisions shall apply:

a) the Act on Provision of Electronic Services of 18 July 2002,

b) Consumer Rights Act of 30 May 2014,

- c) Law on out-of-court resolution of consumer disputes of 23 September 2016,
- d) Civil Code Act of 23 April 1964 and other relevant provisions of Polish law.

§6 [Technical requirements for using the Website].

1. For the proper operation of the Website and the Reservation System provided therein, it is necessary to have a computer and an Internet connection with the parameters specified below:

a. A broadband Internet connection (when using some wireless networks, there may be a situation where the speed of your Internet connection drops significantly, which may result in an incorrect display of the Website)

b. Operating system: Windows® XP/Vista/7/8 (latest service pack), Mac OSX 10.7.5 (Mac OS X Lion), iOS version 5 and higher, Android version 2.3.3 and higher, Windows Phone version 7.0 and higher.

c. Processor (minimum requirements): Intel Pentium® D 2.8 GHz or AMD Athlon™ 64 X2 4400+

d. Operating memory (minimum requirements): 1GB RAM (Windows XP), 2GB (Windows Vista/7), 4GB Windows® 8

e. Minimum screen resolution: 1024×768

2. The Operator of the Website recommends the use of the following web browsers for its correct use:

a. Microsoft Internet Explorer version 10.0 or higher

b. Mozilla Firefox version 3.6 or later

c. Google Chrome version 16.0.x or later

d. Safari version 5.1 or later

3. The Operator requires the search and booking process to be carried out in a single browser tab. The Operator shall not be liable for any malfunction of the User's computer, operating system or browser. This includes, in particular, any extensions, add-ons or programmes installed on the User's operating system or browser.

4. The Operator shall not be liable for losses incurred by the User in connection with the use of the Website in a situation where the User used computer equipment or software which did not comply with the requirements specified in subsections 1 and 2.

5. A technical condition for the User to use the services provided by the Operator via e-mail is that the User must have an e-mail account with which to receive and send e-mail messages.

6. The technical condition for the User to use the services provided via SMS is that the User must have a mobile phone or other technical device capable of sending and receiving SMS messages.

§7 [Terms of use and the User's responsibility for using the Reservation System].

1. In order to use the Reservation System, the User must be at least 18 years of age and have full legal capacity.
2. The User confirms that they have full legal capacity and by accepting the Terms and Conditions they assume full financial responsibility for the use of the Reservation System.
3. The user is not entitled to send requests to Customer Service, make a booking or make any changes to a booking using false data or the data of another person for this purpose. This also applies to the use of a false or someone else's credit card for this purpose without the prior consent of the cardholder. Any unauthorised activity of this kind will be reported to the relevant law enforcement authorities.
4. The provision of the User's email address is a prerequisite for the purchase of the conference package and for further contact for its fulfilment.
5. The User provides the Operator with the details of an electronic payment instrument (payment card) in order to purchase the conference package using the details of this instrument and to issue all documents authorising the use of the Providers' services.

§8 [Conditions for the conclusion and termination of Contracts].

1. In order to conclude a Sales Contract for a conference package, it is necessary that the Customer first places an Order on the Booking Service.
2. By sending the Order and the order to purchase a conference package to the Operator, the User must confirm that he or she understands and accepts the provisions of the Terms and Conditions. In the Reservation System, the User is required to declare that he/she has read and accepts the provisions of the Terms and Conditions by ticking the relevant option box.
3. The purchase of a conference package is initiated when the Order is sent and the Operator orders the sale of a specific conference package by clicking on the RESERVE SELECTED SERVICES button. The purchase is completed once payment for the selected conference package has been made.
4. Once an Order has been placed, the Seller immediately confirms its receipt by sending an email to the address provided by the User.
5. The confirmation of acceptance of the Order referred to in paragraph 4 of this section binds the User to his/her Order.
6. Confirmation of receipt of the Order includes:
confirmation of all essential elements of the Order,
withdrawal form,
these Terms and Conditions, including instructions on the right of withdrawal.
7. As soon as the Customer receives the e-mail message referred to in point 4 of this paragraph, a Sales Contract is concluded between the Customer and the Seller.

§9 [Limitation of Operator's liability].

1. The Operator does not guarantee that as soon as the User searches for and displays a service proposal, other (different from the displayed) conference package proposals will not appear in the Reservation System or other reservation systems used by the Reservation System.
2. The display of a search result, unless completed with the entry of all data for the purchase of a conference package in an operational and properly functioning Reservation System, does not create a claim for the conclusion of a contract.
3. The Operator provides a diligent service consisting of making the Reservation System available to the Users and handling the purchase of booking packages through it. The Operator shall issue documents entitling the User to use the purchased conference package in accordance with its type selected by the User. The User is not entitled to change the purchased conference package.
4. The operator shall not be liable, in particular, for:
 - a. interruption or disruption of the Internet,
 - b. incorrect input of data by the User on the purchase form,
 - c. the User's selection of the conference package, as well as the User's fulfilment of the conditions for using this package, including meeting the formal conditions for participation in the conference or using the services included in , visas, health for travel.

§10 [Personal data protection and privacy policy].

1. The administrator of the personal data of the Website is the operator WhyNotTravel Załoga Nasternak sp. k. with its seat in Kielnarowa. Address: Kielnarowa 108a, 36-020 Tyczyn, tel: +48 517 949 166, email: rodo@whynottravel.pl.
2. In relation to the personal data of Users and Travellers provided to the Website and the Reservation System, the Operator shall act on the basis of the applicable data protection legislation, including in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (RODO).
3. Your personal data processed by the Administrator is:
 - a. collected for specific, explicit and legitimate purposes (principle of minimising personal data to the necessary content),
 - b. processed in a manner that ensures adequate security of personal data,
 - c. protected by appropriate technical, physical or organisational measures against unauthorised, unlawful processing, accidental loss, destruction, disfigurement or damage,
 - d. processed lawfully in a transparent, clear and comprehensible manner for the data subject,
 - e. not processed in a manner incompatible with the purpose for which they were collected,

- f. limited to what is necessary for the purposes for which they are processed,
- g. correct and updated or reduced as necessary,
- h. kept for no longer than is necessary for the purposes for which the data are processed,
- i. stored in a form which allows the data subject to be identified.

4. The processing of your personal data is only possible if at least one of the listed prerequisites is met:

- a. processing is necessary for the fulfilment of a legal obligation incumbent on the Operator,
- b. processing is necessary for the performance of a task carried out in the public interest,
- c. the data subject has consented to the processing of personal data for one or more specified purposes,
- d. processing is necessary to take steps at the request of the data subject prior to entering into a contract,
- e. the processing is necessary for the performance of a contract to which the data subject is a party,
- f. the processing is necessary to protect the vital interests of the data subject or of another natural person,
- g. processing is necessary for the purposes of the legitimate interests pursued by the Controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject.

5. If the basis for the processing of your personal data is consent, you have the right to withdraw your consent at any time.

6. The withdrawal of consent does not affect the lawfulness of the processing of your data carried out on the basis of the consent given before its withdrawal. Consent is independent of the duration of your use of the services, and is valid until revoked.

7. Provision of personal data is voluntary but necessary to participate in the purchasing procedure organised by the Operator, and refusal to provide personal data may result in the Operator's inability to provide services requiring data on the Website and the Reservation System.

8. The personal data of Users and Travellers provided to the Reservation System shall not be made available to other businesses or organisations, except in the situation and to the extent necessary for the correct establishment of a reservation, the issuing of an air ticket or any other document related to the travel service.

9. The Order data is transferred to the computer systems of the Suppliers for the purpose of issuing documents authorising the use of their services. The User using the Booking System agrees to such processing and transfer of personal data.

10. Your data may be transferred to the following entities:

- a. processors in connection with the performance of the services purchased by Users and Travellers,

- b. to cooperating entities and contractors,
- c. law firms to which the Administrator may conduct proceedings,
- d. to entities or bodies authorised by law,
- e. to the entities responsible for operating the respective product or website,
- f. to third parties for payment processing.

11. Your personal data obtained in connection with the use of the Website and the Booking System will be processed for the following purposes:

- a. conclusion and performance of a contract (provision of services),
- b. to take action at the request of the data subject prior to entering into a contract on the basis of Article 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council,
- c. mediating the conclusion or performance of a contract (provision of services),
- d. archiving,
- e. conducting analyses and statistics,
- f. to carry out marketing activities alone or in cooperation with others.
- g. responding to your letters and requests,
- h. should the conclusion of the contract and the provision of the service not take place in accordance with the Terms and Conditions, the data will be archived and not used except for the purpose of the investigation, defence or establishment of counterclaims.

12. The duration of the processing of your personal data depends on the purpose for which the data is processed and will be calculated based on the following criteria:

- a. legal provisions that may impose data processing or archiving for a certain period of time,
- b. the period for which the services are provided,
- c. period until the statute of limitations or expiry of claims,
- d. period which is necessary to defend the interests of the controller,
- e. the period for which consent is given,

13. Furthermore, we would like to inform you that you have the following entitlements:

- a. right of access to data,
- b. The Data Controller can be contacted in writing, by snail mail as well as by email, and by telephone as follows:
 - 1. the right to be informed,
 - 2. the right to rectification of data,
 - 3. The right to restrict data processing,
 - 4. The right to erasure (“right to be forgotten”),

5. the right to data portability,

6. the right to object.

14. If you have doubts about the correctness of the processing of your personal data, you have the right to lodge a complaint with a supervisory authority.

15. All data provided by the User during the process of placing an Order in the Reservation System is transmitted via a secure SSL protocol, encrypted with at least a 256-bit key. All personal data provided during the Ordering process is protected from unauthorised access.

16. Personal data may only be transferred outside the EU if the conference package includes a transport service requiring the purchase of tickets for the purpose of purchasing these tickets or if the conference is held online for the purpose of providing streaming services to conference participants, and only with appropriate safeguards.

17. When using the website and the booking system, relevant cookies are stored on the user's computer in order to improve the functioning of the website and to adapt its content to the user's expectations. Cookies are IT data, in particular text files, stored on the users' terminal equipment for the purpose of using the website. These cookies allow the website to recognise the user's device and display the website accordingly, tailored to the user's individual preferences. "Cookies" usually contain the name of the website they come from, the time they are stored on the end device and a unique number. Cookies are used to collect information related to the User's use of the Website. Cookies allow, among other things:

a) maintaining a session of the Service User (after logging in), thanks to which the User does not have to re-enter his/her login and password on each sub-page of the Service;

b) adapting the content of the Website pages to the User's preferences and optimising the use of the websites; in particular, these files allow for recognition of the Website User's device and appropriate display of the website, adapted to his individual needs and the device used by him.

c) to collect anonymous aggregate statistical data which helps to better understand how Users use the Website. This makes it possible to improve the Website, its structure and content in accordance with the expectations of Users.

18. The Operator uses, in principle, two types of "cookies" – "session" and "permanent". The former are temporary files that remain on the user's device until logging off from the website or switching off the software (web browser). "Permanent" files remain on the user's device for the time specified in the parameters of "cookies" or until they are manually deleted by the user. "Cookies" used by the website operator's partners, including in particular website users, are subject to their own privacy policies.

19. Each user can decide whether or not to allow cookies to be stored on his or her computer. In addition, he or she can delete already stored files at any time.

§10 [Methods and time limits for payment].

1. Payment can be made in one of the following ways:

a. Payment by bank transfer (not initiated by the Reservation System, made by the User himself)

b. Online payment (electronic payment initiated by the Reservation System)

c. Payment by electronic payment instrument (payment/credit card)

2. To change your payment method, please contact Customer Service.

a. The Customer Service consultant has the right to verify the identity of the person contacting for payment.

b. A change in the form of payment can only be made before the Supplier's authorisation document is issued.

3. In the case of payment by bank transfer, the date and time when the funds are credited to the Operator's account shall be deemed to be the date of payment.

4. Payment may only be made by the forms of payment defined in the Terms and Conditions. The choice of payment method is made by the User in the process of placing the Order.

5. The invoice for the sale of the package shall be sent to the User in accordance with the invoice details indicated by the User, to the e-mail address provided by the User.

6. The transfer must be made in accordance with the instructions and by the deadline given by the Reservation System.

7. Incorrect or erroneous entry of the title of the payment and the User's details as the payer may make it difficult or impossible to identify and consequently to credit the payment.

8. The Operator shall not be responsible for the inability to identify payments made contrary to the instructions given and the consequent cancellation of bookings deemed unpaid for this reason before the Redemption Deadline indicated in the Reservation System.

9. The User is obliged to send confirmation of the payment to the Operator immediately after the payment has been made, to the email address or fax number specified in the booking confirmation. Irrespective of this, a credit to the Operator's or Supplier's bank account is necessary to confirm the payment.

10. The User shall make a bank transfer at a payment point (bank branch) that will ensure that the bank account of the Operator or Provider is credited and the transfer is credited before the Redemption Deadline. In order to avoid unnecessary delays, we kindly request our Customers (Reservation System Users) to make only bank transfers and not postal account deposits.

11. Execution of Payment by Online Payment

12. Any Online Payment in the form of a bank transfer shall take place in accordance with the terms and conditions set out by the User's bank.

13. In the event of cancellation of a bank transfer, the User is obliged to immediately inform Customer Service of the situation as proof of cancellation of the Order sent.

14. In the absence of information on the cancellation of the transfer, the Operator reserves the right to charge the user for the costs incurred to date for booking the Providers' services.

15. Online Payment involves an additional cost for the User, of which the User is informed each time before the Order is sent to the Operator. The additional cost is due to the fees charged by external Providers for the processing of Online Payments.

16. When the User sends in the Order the details of an electronic payment instrument for payment purposes, he/she agrees to its immediate use for the purchase of the Supplier's ordered services.

17. In order to carry out a correct authorisation of the User's credit card, the following data is required:

the name of the cardholder,

type of credit card,

credit card number,

credit card expiry date (month, year),

CVV2/CVC2 code (the last 3 digits on the back of the card on the signature strip).

18. A positive authorisation of the credit card is equivalent to the blocking of funds on the User's account.

19. The Operator shall contact the User by telephone or e-mail in order to clarify or, if necessary, arrange for another form of payment in the case of:

– rejection of the credit card by the Operator's booking system,

– it is not possible to block sufficient funds in the User's account,

– when the Operator does not accept credit card payments of a particular type.

20. Aiming above all at the security of payment or credit card transactions, the Operator reserves the right to verify the veracity and accuracy of the information entered.

21. By submitting an Order via the Reservation System, which includes payment or credit card details, the User agrees to allow authorised employees of the Operator to take actions necessary to verify the identity of the payment or credit card owner. If the owner of the card is different from the User or persons entitled to use the conference package, the User shall be obliged to fill in a personally signed transaction authorisation form and send it together with a scanned payment or credit card to the email address of the Customer Service, specifying the Order number in the body of the email.

22. Failure to verify the accuracy of the User's personal details and the payment or credit card used, or failure to authorise the card issuer's bank will result in cancellation being treated as withdrawal from the Agreement by the User.

23. Given the different forms and methods of card settlement by banks, a situation may occur where the User's bank account is debited in a foreign currency.

24. The Operator shall not be liable for the costs of converting foreign currencies into Polish zlotys or the bank fees charged by the User's bank.

§11 [Complaints procedure].

1. Complaints regarding the sale of a conference package via the Reservation System and the performance of the Agreement by the Operator must be made in writing by sending a letter to the

address of the Customer Service or by sending an e-mail to info@whynottravel.pl within 7 days of the delivery of the confirmation of the Order received or of the User becoming aware of the grounds for the complaint at the latest.

2. A properly made complaint should include at least: the User's designation, i.e. name, surname, address of residence (it may also include the e-mail address and contact telephone number to facilitate contact with the User), number of the Order being complained about and a detailed description of the complaint with possible attachments confirming the allegations made.

3. Complaints must be submitted in Polish.

4. The operator shall handle complaints as soon as possible, but no later than within 30 days, starting from the acknowledgement of receipt.

5. The Operator shall inform the User of the manner in which the complaint was made in the same manner as the complaint.

6. The basis and scope of the Operator's liability to the User who is a Consumer for the non-conformity of the conference package with the contract are set out in the Consumer Rights Act of 30 May 2014.

7. The basis and scope of the Operator's liability towards the User, who is an Entrepreneur, under warranty are set out in the Civil Code Act of 23 April 1964.

8. The Operator shall be liable to the User who is a Consumer for the lack of conformity of the conference package with the contract existing at the time of execution of the Contract and disclosed within 2 years from that time.

9. In connection with a legitimate complaint from a User who is a Consumer, the Operator shall, in accordance with the factual situation:

a) reduce the price of the conference package (the reduced price must be in the ratio of the price of the contractual conference package to the non-contractual conference package) and reimburse the Consumer the value of the reduced price no later than 14 days after receipt of the declaration of price reduction from the Consumer,

b) in the event of withdrawal from the contract by the consumer – the Seller shall refund the price of the conference package to the consumer within 14 days of receipt of the withdrawal declaration at the latest, to the bank account from which the payment for the conference package in question was made.

10. The response to the complaint is provided on paper or by e-mail.

§12 [Final provisions].

1. The contract shall be concluded in the Polish language.

2. In matters not regulated by these Terms and Conditions, the provisions of the Civil Code and other laws generally applicable in the Republic of Poland shall apply.

3. All disputes relating to the provision of electronic services by the Reservation System shall be settled by a common court of law with material and local jurisdiction.

4. The Operator of the Website reserves the right to unilaterally amend these Terms and Conditions. In relation to agreements concluded before the new provisions came into force, the provisions of the Terms and Conditions in force at the time of the transaction shall apply.

5. In order to reproduce the provisions of the Terms and Conditions in force on the date of submission of the Application, the User should find the relevant version of the Terms and Conditions at: <https://issy38.com.pl/>

6. The bylaws shall be effective from 27.12.2023 until revoked and shall abolish all provisions previously in force, although the bylaws are subject to change during the term of the bylaws.

7. If any part of these Terms and Conditions is inconsistent with applicable law, the relevant provisions of Polish law shall apply in place of the challenged provision.

8. Any disputes arising from Sales Agreements between the Operator and Consumers shall be resolved in the first instance by negotiation, with the intention of settling the dispute amicably, taking into account the Act on out-of-court settlement of consumer disputes. However, if this would not be possible, or would be unsatisfactory to either party, disputes will be resolved by the competent common court.

9. The User who is a Consumer also has the right to use out-of-court dispute resolution methods, in particular by submitting, after the complaint procedure, an application for mediation or an application for consideration of the case by an arbitration court (the application can be downloaded at <http://www.uokik.gov.pl/download.php?plik=6223>). The list of Permanent Consumer Arbitration Courts operating at Voivodship Inspectorates of Trade Inspection is available at: http://www.uokik.gov.pl/wazne_adresy.php#faq596. A consumer may also use the free assistance of a county (municipal) consumer ombudsman or a social organisation whose statutory tasks include consumer protection. Out-of-court settlement of claims after the complaint procedure is free of charge.

10. In order to resolve the dispute amicably, the consumer may in particular submit a complaint via the ODR (Online Dispute Resolution) platform, available at: <http://ec.europa.eu/consumers/odr/>.