

## TERMS AND CONDITIONS OF CONTENTFORYOU.CO ONLINE SERVICE

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Thank you for visiting our online service, available in a browser version at the following address: <https://contentforyou.co> (hereinafter referred to as the "Online Service" or "Service").

The structure of these terms and conditions is designed to set out the general rules and conditions for using the Online Service, in particular the rules and conditions under which the functionalities of the Online Service will be used, orders placed, and contracts concluded and performed through the Online Service.

These terms and conditions, in case you decide to use the Online Service, govern in particular the rules for using the Online Service and its functionalities, including matters of our liability.

Please familiarize yourself with the terms and conditions.  
The Contentforyou.co team

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### 1)GENERAL PROVISIONS

1. The owner of the Online Service is Anna Gabryszak, conducting business under the name ANNA GABRYSZAK BE SOCIAL MARKETING AGENCY, entered in the Central Register and

Information on Business Activity of the Republic of Poland, maintained by the minister responsible for the economy, with the following details:

Business address and address for service: Olęderska 38, 87-100 Toruń, Poland

Tax Identification Number (NIP): 9562379311

National Business Registry Number (REGON): 523592470

Email address: contentforyou.info@gmail.com

Phone number: +48880362504 (hereinafter referred to as the "Service Provider").

2. These terms and conditions are addressed to all entities using the Online Service unless a specific provision states otherwise. The provisions of these terms and conditions are not intended to exclude or limit any consumer rights or rights of firms with consumer rights granted to them by mandatory provisions of law. If any provision of these terms and conditions conflicts with such laws, these laws shall prevail.

3. The terms used in these Terms and Conditions, which start with a capital letter, shall have the following meanings:

- **ACT ON DIGITAL SERVICES** – Regulation of the European Parliament and the Council (EU) 2022/2065 of 19 October 2022 on the Single Market for Digital Services and amending Directive 2000/31/EC (Digital Services Act) (OJ L 277 of 27.10.2022, pp. 1–102).
- **PRICE LIST** – the price list of Subscription plans available on the pages of the Online Service.
- **BUSINESS DAY** – one day from Monday to Friday, excluding public holidays.
- **FIRM WITH CONSUMER RIGHTS** – a natural person for whom the use of Electronic Services (including the purchase of a Subscription) is directly related to their business activity, where it follows from the circumstances that it does not have a professional character for this person, in particular due to the nature of the business activity carried out by them, as provided in the Central Register and Information on Business Activity.
- **ORDER FORM** – an Electronic Service, an interactive form available in the Online Service that allows for the purchase of a Subscription.
- **CIVIL CODE** – the Civil Code Act of 23 April 1964 (Journal of Laws No. 16, item 93, as amended).
- **USER ACCOUNT (ACCOUNT)** – a collection of resources in the Online Service's IT system, identified by the Client's email address (login) and password, through which the Client has access to Digital Products under a Subscription, and where the Client's data, selected Subscription plan, and other activities within the Online Service are stored.
- **CONSUMER** – a natural person for whom the use of Electronic Services (including the purchase of a Subscription) is not directly related to their business or professional activity.
- **NEWSLETTER** – an electronic distribution service provided by the Service Provider via email, allowing all Users who subscribe to it to automatically receive periodic content from the Service Provider, including information on Digital Products, news, and promotions in the Online Service.
- **ILLEGAL CONTENT** – information that, by itself or in connection with an action, including the sale of Products or provision of Electronic Services, is not in compliance with the law of the European Union or the law of any member state consistent with EU law, regardless of the specific subject or nature of that law.
- **COPYRIGHT LAW** – the Act on Copyright and Related Rights of February 4, 1994 (Journal of Laws No. 24, item 83, as amended).
- **DIGITAL PRODUCT** – digital content (short films and/or photos) made available through the Online Service in electronic form to be read on an appropriate electronic device.
- **TERMS AND CONDITIONS** – these terms and conditions of the Online Service.
- **ONLINE SERVICE (SERVICE)** – the online service run by the Service Provider and available in a browser version at the internet address <https://contentforyou.co>.
- **SUBSCRIPTION** – an agreement concluded and performed between the Client and the Service Provider through the Online Service, the subject of which is access to Digital Products in exchange for a cyclical fee paid by the Client according to the selected billing period.

- **ELECTRONIC SERVICES (SERVICES)** – services provided by the Service Provider to the User via the Online Service in accordance with the Terms and Conditions, including in particular services provided electronically (e.g., Newsletter, Account) as well as digital services enabling the User to store or access data in digital form, including Digital Products, or another form of interaction using such data.
- **USER (CLIENT)** – any entity using the Electronic Services, including those purchasing a Subscription, namely: (1) a natural person with full legal capacity, and in cases provided by generally applicable laws, also a natural person with limited legal capacity; (2) a legal person; and (3) an organizational unit without legal personality, to which legal capacity is granted by law.
- **SERVICE PROVIDER** – Anna Gabryszak, conducting business under the name ANNA GABRYSZAK BE SOCIAL MARKETING AGENCY, entered in the Central Register and Information on Business Activity of the Republic of Poland, maintained by the minister responsible for the economy, with the following details: business address and address for service: Olęderska 38, 87-100 Toruń, NIP 9562379311, REGON 523592470, email: contentforyou.info@gmail.com.
- **CONSUMER RIGHTS ACT** – the Consumer Rights Act of May 30, 2014 (Journal of Laws 2014, item 827, as amended).

## 2) GENERAL TERMS OF USE OF THE ONLINE SERVICE

1. Any User may use the Online Service under the conditions specified in these Terms and Conditions.
2. The User is obliged to use the Online Service in accordance with its purpose and these Terms and Conditions, in a lawful manner, respecting the personal rights, intellectual property, and copyright of the Service Provider, other Users, and third parties. The User is required to enter data in accordance with the actual state. The User is prohibited from providing unlawful content. Users are prohibited from using the Online Service to send unsolicited commercial information (spam).
3. To use the Online Service correctly, the following technical requirements must be met:
  - A computer, laptop, tablet, smartphone, or other multimedia device with Internet access;
  - Access to email;
  - An up-to-date web browser such as Mozilla Firefox, Opera, Google Chrome, Safari, or Microsoft Edge;
  - Enabled Cookies and JavaScript in the web browser;
  - A recommended screen resolution of 1024x1080 (computer) or 768px (mobile device).
4. Using the Online Service involves standard risks associated with using the Internet. The primary threat for any internet user, including users of Electronic Services, is the possibility of their system being "infected" by malicious software created primarily to cause damage or gain unauthorized access to the User's data. To avoid these risks, the Service Provider recommends that Users equip their devices used to connect to the Internet with antivirus software and update it regularly, as well as regularly updating their web browser and operating system.
5. The Service Provider complies with Article 14(1) of the Act on the Provision of Electronic Services of July 18, 2002 (Journal of Laws 2002 No. 144, item 1204, as amended), under which: a provider who makes resources of the IT system available to store data provided by the User is not liable for the stored data if they do not know about its unlawful nature or if, after receiving official notice or gaining reliable knowledge about the illegal nature of the data or related activity, they immediately prevent access to such data.
6. The Service Provider is the data controller of personal data processed in the Online Service in connection with the implementation of the provisions of these Terms and Conditions. Personal data is processed for purposes, for the period, and on the basis of the grounds and rules specified in the privacy policy published on the Online Service's website. The privacy policy mainly contains rules regarding the processing of personal data by the Controller within the Online Service, including the grounds, purposes, and period of personal data processing, and the rights of the individuals whose data is processed, as well as information on the use of cookies and analytical tools in the Online Service. The use of the Online Service is voluntary. Similarly, providing personal data by users of the Online Service is voluntary, with the exception of the cases specified in the privacy policy (e.g., purchasing a Subscription and legal obligations of the Controller).

### 3) SUBSCRIPTION PURCHASE CONDITIONS

1. Detailed information about the available Subscription plans, including their prices and billing periods, can be found in the Price List. The Service Provider reserves the right to make changes to the Price List, for example, due to changes in billing periods, prices, or the scope of paid Electronic Services. Changes to the Price List will not affect the acquired rights of Clients, in particular, they will not affect services already ordered, performed, or in progress, or the current billing period of a Subscription.
2. Prices displayed on the Online Service pages are in Polish zlotys and include taxes. The total price, including taxes, as well as any other costs (or, if these costs cannot be determined, the obligation to pay them), will be communicated to the Client on the Online Service pages, including in the Price List and during payment for the Subscription. The Service Provider will also indicate the total price or compensation, covering all payments for the billing period, and if the agreement provides for a fixed rate – the total monthly payments under that agreement.
3. The purchase of a Subscription by the Client requires (i) selecting a Subscription plan from the Price List, (ii) completing the mandatory fields in the Order Form, and (iii) clicking on the “Buy” button – at which point a paid contract for access to Digital Products is concluded between the Client and the Service Provider.
4. The activation of the Subscription and the processing of the Client's payment is carried out according to the Client's choice:
  - via card,
  - via Link.
5. Upon payment for the selected Subscription plan, the Service Provider immediately confirms the receipt of payment and activates the Subscription. The confirmation of the payment and activation of the Subscription is sent to the Client via an email to the email address provided within their Account, and this message includes at least confirmation of the activation and a summary of the details of the selected Subscription plan. Upon receiving this email, the contract between the Client and the Service Provider is concluded.
6. The Subscription is activated immediately, but no later than 48 hours from the moment the Client makes the payment. The payment is deemed completed once the Service Provider's bank account or settlement account is credited.
7. The Client can cancel the subscribed plan or change it to another plan at any time and without providing a reason – the cancellation or change takes effect at the end of the current billing period. If the Client does not cancel the Subscription by the last day of the billing period, it will automatically renew for the next period under the current plan.
8. Subscription payments are processed automatically by charging the Client's debit or credit card at the beginning of each billing period. To maintain continuity of the Subscription, the Client must ensure the card's authorization remains valid. Otherwise, the payment cannot be processed, and the Subscription will be deactivated until the Client reactivates it.
9. If the Client cancels the Subscription during the billing period, the cancellation becomes effective at the end of the current billing period. The Client is not entitled to a refund for the unused portion of the Subscription, which does not exclude or limit the Client's statutory rights as a Consumer or a Firm with Consumer Rights.
10. The content of the contract is stored, secured, and made available to the Client through (1) making these Terms and Conditions available on the Online Service's website, (2) sending the Client the email mentioned in section 5 above, and (3) recording the transaction in the payment history available within the User Account.

### 4) TERMS OF USE OF DIGITAL PRODUCTS

1. The Online Service provides Users with access to photos and short films (Digital Products).
2. Downloading Digital Products by the Client is only possible for the duration of the Subscription plan.
3. Access to Digital Products is provided through the User's Account in the Online Service. The User can download and save Digital Products to the memory of their device.

4. The Service Provider reserves the right to modify the available Digital Product database. The Service Provider may add, remove, or update Digital Products available in the Online Service, for example, to correct errors, due to the expiration of licenses for their distribution, or due to the publication of new Digital Products in the Service Provider's offering.
5. All rights to the Digital Product, including copyrights in the case of digital content that constitutes a work under Copyright Law, belong to the Service Provider or other authorized third parties.
6. The Client does not acquire ownership of any copyrights to the Digital Product and its components. The Client's use of the Digital Product is allowed exclusively for their personal use within the scope outlined in these Terms and Conditions and in compliance with Copyright Law. Based on the Subscription, the Client is only entitled to use the Digital Product in a manner consistent with its intended purpose and topic, within the scope necessary to use it according to the purchased Subscription plan.
7. The Client is authorized to publish the Digital Product on their social media profiles, blog, or website. Subject to exceptions provided by generally applicable laws and different conditions of the selected Subscription plan: (1) the Client is not entitled to resell Digital Products or grant any licenses to use Digital Products, including paid licenses; (2) the Client is not entitled to make Digital Products available to third parties for further use; (3) the Client is not entitled to introduce the Digital Product into commerce in any form or by any technique; (4) the Client is not entitled to sublicense or authorize other persons to use the Digital Product; (5) the Client is not entitled to adapt, translate, decode, decompile, disassemble, or otherwise attempt to interfere with the Digital Product, User Account, or Online Service unless it is necessary to ensure the proper use of the Digital Product in accordance with its theme, purpose, Subscription, and these Terms and Conditions.

## 5) ELECTRONIC SERVICES AVAILABLE IN THE ONLINE SERVICE

1. The Online Service offers the following Electronic Services in particular: Order Form, User Account, and Newsletter.
2. The Order Form is governed by section 4 of these Terms and Conditions.
3. **User Account** – Access to the Account is possible after purchasing a Subscription. When the Client purchases a Subscription, an Account is automatically created to allow the Client access to Digital Products within the purchased Subscription.
4. The User is obliged to keep their login credentials for the Online Service confidential and to update the information provided in their Account if it changes. Users are prohibited from granting access to their Account to third parties, including by renting or lending it.
5. A User may only have one Account in the Online Service at a time.
6. The Service Provider reserves the right to suspend or, as a last resort, delete the User's Account in the following cases:
  - a) If the User grossly or persistently violates these Terms and Conditions;
  - b) If the User uses the Online Service in a manner inconsistent with its purpose and theme, particularly by violating the licensing terms concerning the prohibition on distributing, copying, or commercializing Digital Products;
  - c) If the User is delinquent on any payments due to the Service Provider;
  - d) If the User's actions unlawfully harm the reputation of the Service Provider or the Online Service;
  - e) If the User's actions pose a threat to the security of the Service Provider's IT system, the Online Service, or other Users;
  - f) If the User provides unlawful content, vulgar or offensive content, content infringing on others' personal rights, copyrights, or other intellectual property rights, or content contrary to good morals and social norms, including content that directly or indirectly promotes competing websites, companies, products, and services.
7. Suspension of the Account entails disabling the ability to log in and use its resources and functionalities. Suspension may be for a specified period or until the reason for the suspension ceases. During the suspension, the User must take actions to eliminate the reasons for the suspension and immediately notify the Service Provider once they have been addressed. The Service Provider will reactivate the Account immediately after the cause of the suspension ceases, no later than 7 Business Days from the date of receiving such information.

8. Before deciding to suspend the Account, the Service Provider will, if possible, request the User to stop the violations, and only if this is unsuccessful or impossible will the Service Provider suspend the Account. Immediately after deciding to suspend the Account, the Service Provider will send a message to the User's assigned email address informing them of the suspension and the reason for it.
9. If the suspension lasts more than 30 calendar days and the reason for the suspension has not been resolved, the Service Provider has the right to terminate the User's Account agreement with 7 days' notice.
10. The User Account service is provided free of charge for an indefinite period. The User may delete the Account at any time and without giving a reason by submitting a request to the Service Provider, in particular via email to [contentforyou.info@gmail.com](mailto:contentforyou.info@gmail.com). If the User has an active Subscription, the Account will be deleted after the current billing period ends unless the User and the Service Provider agree to terminate the agreement and delete the Account earlier.
11. Deleting the Account in any way does not affect the Service Provider's right to retain the User's data for the period necessary to achieve the remaining processing purposes (other than Account management) under the Online Service's privacy policy. Once the Account is deleted, it will no longer be possible to log in or use its resources and functionalities.
12. Deleting the Account due to a violation by the User does not entitle the User to a refund for the unused Subscription period, nor does it relieve the User of the obligation to pay for the already commenced period. This reservation does not exclude or limit any statutory rights of Consumers or Firms with Consumer Rights.
13. **Newsletter** – Subscribing to the Newsletter requires completing two consecutive steps by the User: (1) providing their name and email address in the "Newsletter" section on the Online Service's website where the Newsletter editions will be sent, and (2) clicking the "Sign up" button – at which point the User's email address will be added to the Service Provider's mailing list. You can also sign up for the Newsletter by checking the appropriate checkbox when creating an Account or directly after logging into your Account in its settings.
14. The Newsletter service is provided free of charge for an indefinite period. The User may unsubscribe from the Newsletter at any time and without giving a reason by sending a request to the Service Provider, particularly via email to [contentforyou.info@gmail.com](mailto:contentforyou.info@gmail.com).

## 6) CONTACT WITH THE SERVICE PROVIDER

1. The primary form of ongoing communication with the Service Provider is via email (email: [contentforyou.info@gmail.com](mailto:contentforyou.info@gmail.com)), through which information related to the use of the Online Service can be exchanged, and technical support can be requested in case of problems with Digital Products or other Electronic Services. Users can also contact the Service Provider using other legally permissible means, using the contact details provided at the beginning of these Terms and Conditions.

## 7) COMPLAINT HANDLING PROCEDURE

1. This section 7 of the Terms and Conditions defines the complaint procedure applicable to all complaints submitted to the Service Provider, in particular complaints concerning Digital Products, Subscriptions, Electronic Services, and other complaints related to the operation of the Service Provider or the Online Service.
2. A complaint can be submitted, for example, electronically via email to [contentforyou.info@gmail.com](mailto:contentforyou.info@gmail.com).
3. It is recommended to provide the following in the complaint description:
  - a) Information and circumstances regarding the subject of the complaint, in particular, the type and date of the irregularity or lack of compliance with the contract;
  - b) A request for a way to bring the product into compliance with the contract, a statement about a price reduction, contract withdrawal, or another claim;
  - c) Contact details of the complainant – to facilitate and expedite the complaint processing. These recommendations are not mandatory, and their absence does not affect the effectiveness of the complaint.
4. If the complainant's contact details change during the complaint handling process, they are obliged to notify the Service Provider.



5. The complainant may attach evidence (e.g., photos, screenshots, documents) related to the subject of the complaint. The Service Provider may also request additional information or evidence (e.g., screenshots) if it would facilitate and expedite the complaint resolution.
6. The Service Provider will respond to the complaint without undue delay, but no later than 14 calendar days from the day it is received.
7. The basis and scope of the Service Provider's statutory liability are defined by generally applicable laws, including the Civil Code, the Consumer Rights Act, and the Act on the Provision of Electronic Services of July 18, 2002 (Journal of Laws No. 144, item 1204, as amended).  
Additional information on the statutory liability of the Service Provider for the conformity of Digital Products with the contract: complaints regarding Digital Products are subject to Articles 43h-43q of the Consumer Rights Act, which define the basis and scope of the Service Provider's liability towards Consumers or Firms with Consumer Rights in case of non-conformity of the Digital Product with the contract.

## 8) STATUTORY RIGHT OF WITHDRAWAL

1. The following applies to paid Subscriptions: The right of withdrawal from a distance contract does not apply to the Consumer, among others, in the case of (1) contracts for the supply of digital content not provided on a tangible medium, for which the Consumer is obliged to pay the price, if the Service Provider has started the performance with the express and prior consent of the Consumer, who has been informed before the performance that after the Service Provider has fulfilled the contract, they will lose the right to withdraw, and the Service Provider has provided confirmation as referred to in Article 15(1) and (2) or Article 21(1) of the Consumer Rights Act; (2) contracts for the provision of services for which the Consumer is obliged to pay the price, if the Service Provider has fully performed the service with the express and prior consent of the Consumer, who was informed before the performance that after the Service Provider has fulfilled the service, they will lose the right to withdraw, and acknowledged this.
2. For ordered but unpaid Subscriptions (i.e., where the Consumer has not yet gained access to Digital Products under the Subscription) and other cases permitted by law (e.g., free Electronic Services such as the Newsletter), the following applies: Subject to the exceptions mentioned in section 8.1, a Consumer who has concluded a distance contract may withdraw from it within 14 calendar days without giving any reason and without incurring any costs, subject to the costs specified in section 8.4 of the Terms and Conditions. This applies, for example, to the contract for the provision of an Electronic Service. To meet the withdrawal deadline, it is sufficient to send a statement of withdrawal to the Service Provider before the deadline, for example, via email to [contentforyou.info@gmail.com](mailto:contentforyou.info@gmail.com). The Consumer may use the withdrawal form template, which is attached as Appendix 2 to the Consumer Rights Act, but it is not mandatory. Effects and costs related to the exercise of the right of withdrawal: In the case of withdrawal from a contract for access to Digital Products – i.e., digital content or a digital service, the Consumer is required to stop using the digital content or service and refrain from sharing it with third parties. In the case of withdrawal from a contract to which none of the exclusions listed in section 8.1 apply, the Service Provider is obliged to promptly, but no later than 14 calendar days from the day of receiving the Consumer's withdrawal statement, refund all payments made by the Consumer. The Service Provider will refund the payments using the same payment method that the Consumer used, unless the Consumer explicitly agrees to another method of refund that does not involve any costs for them. The withdrawal period starts on the day of concluding the contract.
3. The provisions of this section 8 of the Terms and Conditions concerning the Consumer also apply to Firms with Consumer Rights.

## 9) OUT-OF-COURT COMPLAINT AND REDRESS PROCEDURES AND ACCESS TO THESE PROCEDURES

1. Methods for resolving disputes without court involvement include, among others: (1) facilitating the alignment of positions between the parties, e.g., through mediation; (2) proposing a resolution to the dispute, e.g., through conciliation; and (3) resolving the dispute and imposing a resolution on the parties, e.g., through arbitration (arbitration court). Detailed information on the possibility for Clients who are Consumers to use out-of-court complaint and redress procedures, access to these procedures, and a friendly search engine for entities dealing with out-of-court dispute resolution is available on the website of the Office of Competition and Consumer Protection (UOKiK) at: <https://polubowne.uokik.gov.pl/>.
2. The President of the Office of Competition and Consumer Protection has established a contact point responsible for providing Consumers with information on out-of-court consumer dispute resolution. The contact point can be reached: (1) by phone at +48 22 55 60 332 or +48 22 55 60 333; (2) by email at [kontakt.adr@uokik.gov.pl](mailto:kontakt.adr@uokik.gov.pl); or (3) by mail or in person at the Office's headquarters at Plac Powstańców Warszawy 1, Warsaw (00-030), Poland.
3. Consumers have the following examples of options for using out-of-court complaint and redress procedures: (1) submitting a request to a permanent consumer arbitration court; (2) submitting a request for out-of-court dispute resolution to a provincial inspector of the Trade Inspection; or (3) obtaining assistance from a county (municipal) consumer ombudsman or a social organization that aims to protect consumers (e.g., Federation of Consumers, Polish Consumer Association). Advice is also provided via email at [porady@dlakonsumentow.pl](mailto:porady@dlakonsumentow.pl) and through the consumer helpline at +48 801 440 220 (helpline available on Business Days from 8:00 AM to 6:00 PM, call charges according to operator rates).
4. At <http://ec.europa.eu/odr>, a platform for online dispute resolution between Consumers and businesses at the EU level (ODR platform) is available. The ODR platform is an interactive and multilingual website that provides a single point of contact for Consumers and businesses seeking to resolve disputes related to online sales or service contracts out-of-court. More information is available on the platform or on the website of the Office of Competition and Consumer Protection: <https://polubowne.uokik.gov.pl/platforma-odr161pl.html>.

## 10) PROVISIONS RELATING TO ENTREPRENEURS

1. This section 10 of the Terms and Conditions and all provisions contained herein are addressed solely to Clients or Users who are not Consumers or Firms with Consumer Rights.
2. The Service Provider has the right to withdraw from a contract concluded with the Client/User within 14 calendar days of its conclusion. The Service Provider may withdraw from the contract without providing a reason, and this withdrawal does not give rise to any claims on the part of the Client/User against the Service Provider.
3. The Service Provider's liability under warranty for a Digital Product or lack of conformity of a Digital Product with the contract is hereby excluded.
4. The Service Provider may terminate the Electronic Service agreement with immediate effect and without providing a reason by sending the User an appropriate statement.
5. Any delays or failures to fulfill the terms of the contract by the Service Provider shall not entitle the Client/User to withdraw from the contract or to claim compensation for damages or other equivalent payments if the failure or improper performance was caused by factors beyond the Service Provider's control or to which the Service Provider did not contribute.
6. The Service Provider shall not be liable to the Client/User for any damages or failure to fulfill obligations resulting from force majeure events (e.g., hacking attacks, natural disasters, epidemics, wars, riots, floods, fires) or other causes beyond the reasonable control of the Service Provider.
7. The Service Provider's liability towards the Client/User, regardless of the legal basis, is limited – both in the case of a single claim and for all claims combined – to the amount of fees paid for the Subscription, but not more than 500 PLN. The monetary limit mentioned in the previous sentence applies to all claims directed by the Client/User towards the Service Provider, including those related to the lack of a Subscription purchase or unrelated to it. The Service Provider is only liable to the



Client/User for typical damages foreseeable at the time the contract is concluded and is not liable for lost profits.

8. All disputes arising between the Service Provider and the Client/User shall be submitted to the court with jurisdiction over the Service Provider's registered office.

## **11) TECHNICAL INTERRUPTIONS AND FAILURES**

1. The Service Provider makes every effort to ensure the proper and uninterrupted functioning of the Online Service. However, due to the complexity and nature of the Online Service and Electronic Services, as well as external factors beyond the Service Provider's control (e.g., DDOS attacks – distributed denial of service), errors and technical failures may occur that prevent or limit the functionality of the Online Service. In such cases, the Service Provider will take all reasonable and appropriate actions to minimize the negative effects of these incidents to the greatest extent possible.
2. In addition to interruptions caused by errors and technical failures, other planned technical interruptions may occur during which the Service Provider takes actions aimed at developing the Online Service and ensuring its security against errors and technical failures.
3. The Service Provider is obliged to plan technical interruptions in such a way as to minimize inconvenience to Users, in particular by scheduling them during periods of reduced traffic on the Online Service (e.g., night hours) and only for the time necessary to perform the required actions by the Service Provider. The Service Provider is obliged to inform Users in advance of planned technical interruptions.
4. The Service Provider shall not be liable to the User for any damages or failure to fulfill obligations resulting from errors, technical failures, or technical interruptions as mentioned in this section 11 of the Terms and Conditions. This section does not exclude or limit the rights of a User who is a Consumer or a Firm with Consumer Rights as provided by mandatory provisions of law.

## **12) COPYRIGHTS OF THE WEBSITE**

1. Copyrights and intellectual property rights to the Website as a whole and their individual elements, including content, graphics, works, designs and signs available therein belong to the Service Provider or other authorized third parties and are protected by the Copyright Law and other provisions of generally applicable law. The protection granted to the Website covers all forms of their expression.
2. The trademarks of the Service Provider and third parties shall be used in accordance with applicable laws.
3. The Website, as well as the content therein, including Digital Products, shall be treated like any other work subject to copyright protection. The recipient is not entitled to copy the Website except as permitted by mandatory provisions of law. The Service Recipient also agrees not to modify, adapt, translate, decode, decompile, disassemble or otherwise attempt to determine the source code of the Service except as permitted by mandatory laws.
4. The Service Recipient using the Site does not receive ownership of any copyright in the Site and the content posted therein, including Digital Products. The Service Recipient is granted only, under the terms and conditions indicated in the Terms and Conditions, a non-transferable, non-transferable and non-sublicenseable, valid worldwide and non-exclusive license entitling him to use the Site in a manner consistent with its purpose, with these Terms and Conditions, and in a manner consistent with the law and good morals, bearing in mind respect for the personal rights, personal data and copyrights and intellectual property of the Service Provider and third parties.

### 13) ILLEGAL CONTENT AND OTHER CONTENT THAT DOES NOT COMPLY WITH THE REGULATIONS

1. This Section 13 of the Terms and Conditions contains provisions under the Digital Services Act as it relates to the Website and the Service Provider. As a rule, the Service Recipient is not obliged to provide content when using the Website, unless the Regulations require the provision of certain data (e.g., data for the purchase of a Subscription). In any case of providing content by the Customer is obliged to comply with the rules contained in the Regulations.

2. CONTACT POINT - The Service Provider designates the email address [contentforyou.info@gmail.com](mailto:contentforyou.info@gmail.com) as a single point of contact. The point of contact shall enable the Service Provider to communicate directly with the authorities of the Member States, the European Commission and the Digital Services Council, and at the same time shall enable the recipients of the service (including Customers / Customers) to communicate directly, quickly and in a friendly manner with the Service Provider electronically, for the purpose of applying the Digital Services Act. The Service Provider shall indicate the Polish language and the English language for communication with its point of contact.

3. Procedure for reporting Illegal Content and acting in accordance with Article 16 of the Digital Services Act:

- a) At the email address [contentforyou.info@gmail.com](mailto:contentforyou.info@gmail.com), any person or any entity may report to the Service Provider the presence of certain information that the person or entity considers to be Illegal Content.
- b) The notification should be sufficiently precise and adequately justified. To this end, Service Provider shall allow and facilitate submissions to the email address provided above that contain all of the following: (1) a sufficiently substantiated explanation of the reasons why the person or entity alleges that the reported information constitutes Illegal Content; (2) a clear indication of the exact electronic location of the information, such as the exact URL(s), and, where applicable, additional information to identify the Illegal Content, as appropriate to the type of content and the specific type of service; (3) the name and email address of the person or entity making the report, except for a report concerning information deemed to be related to one of the offenses referred to in Art. 3-7 of Directive 2011/93/EU; and (4) a statement confirming the bona fide belief of the person or entity making the notification that the information and allegations contained therein are correct and complete.
- c) The notification referred to above shall be deemed to give rise to actual knowledge or knowledge for purposes of Article 6 of the Digital Services Act with respect to the information to which it relates if it enables the Service Provider acting with due diligence to determine, without detailed legal analysis, the illegal nature of the activity or information in question.
- d) If the notification contains electronic contact information of the person or entity that made the notification, the Service Provider shall without undue delay send such person or entity an acknowledgement of receipt of the notification. The Service Provider shall also, without undue delay, notify such person or such entity of its decision with respect to the reported information, providing information on how to appeal the decision.
- e) The Service Provider shall consider all notifications it receives under the mechanism referred to above and make decisions with respect to the information to which the notifications relate in a timely, non-arbitrary and objective manner and with due diligence. If the Service Provider uses automated means for the purpose of such processing or decision-making, it shall include information about this in the notification referred to in the preceding paragraph.

4. Information on the restrictions that the Service Provider imposes in connection with the use of the Website, with respect to the information provided by the Customer:

- a) The Service Recipient is bound by the following rules when providing any content on the Website:

- the obligation to use the Website, including for posting content (e.g., within the framework of Orders or Accounts), in accordance with its purpose, these Regulations and in a manner consistent with the law and good morals, bearing in mind respect for the personal rights and copyrights and intellectual property rights of the Service Provider and third parties;
- the obligation to provide content in accordance with the facts and in a manner that is not misleading;
- the prohibition of providing content of an unlawful nature, including the prohibition of providing Illegal Content;
- prohibition of sending unsolicited commercial information (spam) via the Website;
- prohibition of providing content that violates generally accepted rules of netiquette, including content that is vulgar or offensive;
- the obligation to have, where necessary, all required rights and permissions to provide such content on the Website, in particular copyright or required licenses, permissions and consents to use, distribute, share, or publish it, especially the right to publish and distribute it on the Website and the right to use and distribute the image or personal data in the case of content that includes the image or personal data of third parties.

vii. the obligation to use the Website in a manner that does not pose a security risk to the Service Provider's ICT system, the Website or third parties.

b) The Service Provider reserves the right to moderate the content provided by Service Recipients on the Website. Moderation shall be carried out in good faith and with due diligence and on the Service Provider's own initiative or upon notification received in order to detect, identify and remove Illegal Content or other content that does not comply with the Terms and Conditions, or to prevent access to it or to take the necessary measures to comply with the requirements of European Union law and national law consistent with European Union law, including the requirements set forth in the Digital Services Act, or the requirements contained in the Terms and Conditions.

c) Any comments, complaints, complaints, appeals or objections regarding decisions or other actions or lack of action taken by the Service Provider on the basis of a notification received or a decision of the Service Provider taken in accordance with the provisions of these Regulations may be submitted in a manner analogous to the complaint procedure indicated in Section 7. of the Regulations. The use of this procedure is free of charge and allows the submission of complaints electronically to the e-mail address provided. The use of the procedure for filing and processing complaints is without prejudice to the right of the person or entity in question to initiate proceedings before a court and does not affect his other rights.

d) The Service Provider shall consider all comments, complaints, complaints, appeals or objections to decisions or other actions or inaction taken by the Service Provider on the basis of a notification received or decision made in a timely, non-discriminatory, objective and non-arbitrary manner. If the complaint or other notification contains sufficient reasons for the Service Provider to conclude that its decision not to take action in response to the notification is unjustified, or that the information complained of is not illegal and in violation of the Regulations, or contains information indicating that the complainant's action does not justify the measure taken, the Service Provider shall, without undue delay, rescind or modify its decision as to whether to remove or prevent access to the content or otherwise limit its visibility, or take such other action as it deems necessary.

e) Service Recipients or other persons or entities who have reported Illegal Content to whom the Service Provider's decisions regarding Illegal Content or content that does not comply with the Terms of Service are directed shall have the right to choose any out-of-court dispute resolution body certified by the Digital Services Coordinator of the Member State to resolve disputes regarding these decisions, including with respect to complaints that have not been resolved through the Service Provider's internal complaint handling system.

## 14) AFFILIATE PROGRAM

- 1) The Service Provider offers the opportunity to participate in the Affiliate Program, the purpose of which is to promote the services offered by the Service Provider in exchange for commission-based remuneration.
- 2) Participation in the Affiliate Program is free of charge and does not require an active subscription.
- 3) Joining the Affiliate Program is possible after prior registration in the affiliate system and acceptance of this Terms and Conditions and the rules described in this section.
- 4) Person who joined the Affiliate Program becomes an Affiliate.
- 5) Upon approval of the registration, the Affiliate receives a personalized affiliate link, which may be used for promotional activities in a lawful manner and in accordance with good practices.
- 5) The Affiliate receives a commission of **40%** of the regular price of the first subscription purchased by a customer who used the Affiliate's link. No commission is granted for automatic subscription renewals.
- 6) The commission is paid in the calendar month following the month in which the qualifying transaction took place.
- 7) It is prohibited to use the affiliate link in a manner that is unlawful, violates good practices, or infringes the rights of third parties, as well as to use the link to make purchases for personal use with the intention of earning a commission.
- 8) The Service Provider reserves the right to verify transactions and to withhold commission payments or exclude the Affiliate from the Affiliate Program in case of any abuse or actions contrary to this Terms and Conditions.
- 9) Affiliates participating in the Affiliate Program are required to act with due diligence when promoting the Service Provider's services and to refrain from any actions that may harm the reputation or good name of the Service Provider.
- 10) The detailed rules regarding the processing of personal data of Users participating in the Affiliate Program are set out in the Privacy Policy available on the Service Provider's website.
- 11) The Service Provider reserves the right to terminate, suspend, or modify the terms of the Affiliate Program at any time, without the obligation to provide a reason, provided that commissions for approved transactions completed prior to the termination of the program will be paid in accordance with the provisions of this Terms and Conditions.

## 15) FINAL PROVISIONS

1) The Service Provider reserves the right to amend the Terms and Conditions for important reasons, that is: changes in the law; changes in the type and form of Electronic Services provided or Digital Products offered, Subscriptions; addition or deletion of Electronic Services, Digital Products, Subscriptions; changes in the methods and terms of payment or provision of Digital Products; the need to counteract unforeseen and imminent threats related to the protection of the Website, including the Electronic Services and Service Recipients/Customers from fraud, malware, spam, data breaches or other cyber security threats - to the extent that these changes affect the implementation of these Terms and Conditions.

- a) Notification of proposed changes is sent in advance at least 15 days before the date of entry into force of these changes, provided that a change may be introduced without the 15-day

notice period if the Service Provider: (1) is subject to a legal or regulatory obligation, under which he is obliged to amend the Regulations in a way that makes it impossible for him to comply with the 15-day notice period; or (2) must, by way of exception, amend its Regulations to counteract an unforeseen and direct threat related to the protection of the Website, including Electronic Services and Service Recipients/Customers against fraud, malware, spam, data breaches or other cybersecurity threats. In the last two cases referred to in the previous sentence, changes are introduced with immediate effect, unless it is possible or necessary to apply a longer deadline for introducing changes, which is each time notified by the Service Provider.

- b) In the case of continuous contracts (e.g. provision of Electronic Services - Account), the Service User has the right to terminate the contract with the Service Provider before the expiry of the notification period about the proposed changes. Such solution becomes effective within 15 days from the date of receipt of the notification. In the event of concluding a continuous contract, the amended Regulations are binding on the Service Recipient if he was properly notified about the changes in accordance with the notification period before their introduction and did not terminate the contract during this period. Additionally, at any time after receiving notification of changes, the Service User may accept the changes and thus waive the further duration of the notification period. In the event of concluding a contract of a different nature than continuous contracts, changes to the Regulations will not in any way violate the rights acquired by the Service User before the date of entry into force of the changes to the Regulations.
- c) If a change to the Regulations results in the introduction of any new fees or an increase in existing ones, the Customer/Service Recipient who is a Consumer or Entrepreneur with Consumer Rights has the right to withdraw from the contract.

2. In matters not regulated by these Regulations, generally applicable provisions of Polish law shall apply, in particular: the Civil Code; Act on the provision of electronic services of July 18, 2002 (Journal of Laws 2002, No. 144, item 1204, as amended); Consumer Rights Act; Copyright and other relevant provisions of generally applicable law.

3. In matters not regulated by these Regulations, generally applicable provisions of Polish law shall apply, in particular: the Civil Code; Act on the provision of electronic services of July 18, 2002 (Journal of Laws 2002, No. 144, item 1204, as amended); Consumer Rights Act; Copyright and other relevant provisions of generally applicable law.

4. These Regulations do not exclude the provisions in force in the country of habitual residence of the consumer concluding a contract with the Service Provider, which cannot be excluded by contract. In such a case, the service provider guarantees the consumer the protection granted to him under provisions that cannot be excluded by contract.

**Thank you for reading carefully!**

**If you have any questions, we are always at your disposal - please contact us using the details provided at the beginning.**

**We invite you to use our services,**

**contentforyou.co team**