

# TERMS AND CONDITIONS

[Terms and Conditions in the form of a PDF file \(downloadable\)](#).

Welcome!

My name is Krystian Karczynski and I am a producer of digital content, access to which I sell through my store available at <https://mathkiwi.com>. I am very pleased that you have placed your trust in me and are interested in shopping in my store.

In the interest of formality, my full registration details are:

“eTrapez” E-Learning Services

Krystian Karczynski

Street: Piaskowa 101/4, Postcode: 72-010 City: Police

Poland

NIP/VAT-EU number: 851-255-28-82, REG number: 812724471

I run a sole proprietorship as an individual, I issue VAT invoices.

Below you will find the Terms and Conditions, which include information such as. about how to place an order leading to the conclusion of an agreement, details on the execution of the concluded agreement, the rules of providing digital content and services and types of payment available on the Website, the procedure for withdrawal from the agreement or the complaint procedure.

If you have any questions, we are at your service at e-mail: [contact@mathkiwi.com](mailto:contact@mathkiwi.com) or phone number: +48 603 088 274. Customer inquiries are answered on business days.

Greetings and best wishes for a successful shopping experience  
Mathkiwi website team

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# § 1

## Definitions

For the purposes of these Terms and Conditions, the following meanings of the following terms are adopted:

1. **Update** – an update that the Seller has agreed to provide and that is necessary for the Digital Content to comply with the Agreement;
  
2. **Price** – the value expressed in monetary units that the Buyer is obliged to pay to the Seller for the Digital Content;
  
3. **E-payment** – payment of the Price for Digital Content by means of a digital representation of value, in particular by means of electronic vouchers, e-coupons, virtual currencies, etc;
  
4. **Buyer** – a natural person, legal entity or organizational unit equipped with legal capacity, in particular a Consumer or EOCR (see further);
  
5. **Consumer** – a natural person who enters into an Agreement with the Seller not directly related to his business or professional activity;
  
6. **Entrepreneur on Consumer Rights (EOCR)**. – a natural person entering into an Agreement with the Seller directly related to his/her business activity, when the content of the Agreement shows that it does not have a professional character for this person, resulting in particular from the subject of his/her business activity.
  
7. **Terms and Conditions** – the rules and regulations of the Mathkiwi Website, available at <https://mathkiwi.com/regulamin> ;
  
8. **Website** – the website operating at <https://mathkiwi.com> and its subdomains and extensions;

9. **Seller** – Krystian Karczynski, conducting business under the name “eTrapez Educational Services E-Learning Krystian Karczynski”, street: Piaskowa 101/4 postcode: 72-010 city: Police, NIP/VAT-UE number: 851-255-28-82, REGON number: 812724471;

10. **Digital Content** – data produced and delivered in digital form;

11. **User Content** – content that is provided or produced by the Consumer or EOCR in the course of using the Digital Content;

12. **Agreement** – an agreement concluded between the Seller and the Buyer, the subject of which is the sale of Digital Content or the provision of Electronic Services to the Buyer;

13. **Digital Services** – services that allow the Buyer to:

– Production, processing, storage or access to data in digital form;

– Shared use of digital data that has been uploaded or created by the Buyer or other users of the Digital Service;

– other forms of interaction through digital data;

14. **Electronic Services** – any electronic services provided by the Seller to the Buyer via the Website.

15. **Application** – Digital Content sold by the Seller on a monthly subscription basis, accessible to the Buyer via the Internet and a web browser.

## § 2

# Preliminary provisions

(1) The Seller shall sell Digital Content through the Website. The Buyer may purchase the Digital Content indicated on the pages of the Website.

(2) This Terms and Conditions set out the terms and conditions for the use of the Website, as well as the rights and obligations of the Seller and Buyers.

(3) In order to use the Website (in particular, to place an order), it is not necessary for the Buyer's computer hardware or software to meet special technical conditions. Sufficient are:

- Internet access,
  
- standard, up-to-date operating system,
  
- a standard, up-to-date web browser,
  
- having an active e-mail address.

(4) You may be required to use Digital Content, depending on its type:

- Internet access,
  
- standard, up-to-date operating system,
  
- a standard, up-to-date web browser,
  
- a standard .pdf viewer (such as AdobeReader),
  
- a standard video player that allows you to play AVI, MP4 files (such as WindowsMediaPlayer).

If the use of Digital Content requires additional technical requirements, such information is presented on the Website in a way that is visible to the Buyer and allows him to make a decision regarding the purchase of Digital Content.

(5) The conclusion of the Agreement for the provision of Digital Content shall not be made anonymously or under a pseudonym. The Buyer should indicate true and complete personal information in order to enter into such an Agreement.

(6) It is prohibited during the use of the Website to provide content of an unlawful nature, in particular, by sending such content through the forms available on the Website.

(7) Depending on the type of Digital Content or Electronic Services selected, a Agreement of a certain type is concluded between the Seller and the Buyer:

- in the case of Digital Content, a agreement for the provision of digital content is concluded;
- in the case of Electronic Services, a agreement for the provision of electronic services is concluded.

(8) For the avoidance of doubt, the Seller indicates that:

- Agreements that involve Digital Content are agreements for the provision of Digital Content, to which the provisions of Chapter 5b of the Law of May 30, 2014 on consumer rights apply;
- The provisions of Chapter 5b of the Law on consumer rights of May 30, 2014 shall not apply to Agreements that do not involve Digital Content .

## § 3

# Electronic Services relating to the Site

(1) The Seller shall provide the Buyer with certain Electronic Services related to the use of the Website.

(2) The basic Electronic Service provided to the Buyer by the Seller is to enable the Buyer to place an order on the Website, which leads to the enter into an Agreement with the Seller for the delivery of Digital Content. In order to place an order for the Application, it is necessary to create an account on the Website, because it is necessary for the implementation of the service.

(3) If the Buyer chooses to create an account on the Website, the Seller shall also provide the Buyer with an Electronic Service consisting of creating and maintaining an account on the Website. The account stores the Buyer's data and the history of orders placed by the Buyer on the Website. The Buyer logs into the Account using his e-mail address and a password defined by him. The Buyer is obliged to secure access to his User account against unauthorized access, and is also obliged not to share the login and password with any third party.

(4) Creating an account on the Website is done in the process of placing an order. The buyer can delete the account at any time from the account management panel or by sending the appropriate request to the Seller. Deletion of the account will not delete information about orders placed using the account, which information the Seller will keep until the expiration of the statute of limitations for claims under the agreement concluded through the Store, unless the Buyer objects earlier to the storage of this information and the Seller has no overriding interest in storing it.

Deletion of the account will result in the Buyer losing access to the purchased Application.

(5) Electronic Services are provided to the Buyer free of charge. However, Digital Content Agreements that are concluded through the Website are chargeable.

(6) In order to ensure the security of the Buyer and the transmission of data in connection with the use of the Website, the Seller shall take technical and organizational measures appropriate to the degree of security risk of the Electronic Services provided, in particular measures to prevent the acquisition and modification of personal data by unauthorized persons.

(7) The Seller shall take measures to ensure the fully correct functioning of the Website. The Buyer should inform the Seller of any irregularities or interruptions in the functioning of the Website.

(8) Since the Site is an ICT system managed by the Seller, the Seller may carry out technical and IT work to develop the Site and provide Electronic Services at the highest possible level.

(9) As part of the development of the Website, the Seller may, in particular:

- (a) add new features and change or delete existing features within the Website;
- (b) bring the Website to other types of devices, such as mobile devices;
- (c) provide an application related to the Website.

## § 4

# Placing an order

(1) The buyer can place an order for the Application only as a registered customer.

(2) A registered customer is a Buyer who has an account on the Website.

(3) If the Buyer has an account on the Website, he should log in to it before placing an order. Logging in is also possible when placing an order.

(4) Any descriptions of Digital Content available on the Website do not constitute an offer within the meaning of the relevant provisions of civil law, but an invitation to conclude an Agreement.

(5) Placing an order for the Application is done by completing the order form. In the form, it is necessary to provide the data necessary to complete the order. At the stage of placing the order, the payment method for the order is selected.

The condition for placing an order is acceptance of the Terms and Conditions, with which the Buyer should first familiarize himself. If there is any doubt about the Terms and Conditions, the Buyer may contact the Seller.

(6) In the order form, the buyer must provide true personal information. The buyer is responsible for providing false personal information. The Seller reserves the right to suspend the execution of an order in a situation where the Buyer has provided false data or where the data raises reasonable doubts about the accuracy of the Seller. In this case, the Buyer will be informed via e-mail of the Seller's concerns. In such a situation, the buyer has the right to explain any circumstances related to the verification of the veracity of the data provided. In the absence of data allowing the Seller to undertake contact with the Buyer, the Seller will provide any clarification after the Buyer has undertaken contact.

(7) The Buyer declares that all data provided by him in the order form are true, while the Seller is not obliged to verify their truthfulness and correctness, although he has such a right in accordance with paragraph. 6.

(8) The ordering process is completed by clicking on the order finalization button. Clicking on the order finalization button constitutes an offer by the Buyer to purchase the selected Digital Content from the Seller, under the terms and conditions specified in the order form.

## **§ 5**

# **Price and payments**

(1) The payment options available in the Store are payment by credit/debit card, electronic payment through various payment gates, PayPal, as well as through Apple Pay and Google Pay.

(2) Prices quoted on the Website may be in different currencies, depending on the choice of the Buyer, or his location. The default currency is USD dollar. If the Buyer wants to make a purchase in a different currency, the Seller converts the price in USD dollars to the currency selected by the Buyer.

(3) All prices quoted on the Service are gross prices. They include value-added tax (VAT). If the Buyer is not required to pay VAT tax (for example, he lives outside the European Union), he should contact the Seller before placing the order, in order to calculate the correct VAT rate, or to check the possibility of selling to the Buyer's country.

(4) Upon completion of the transaction, the Seller sends the Buyer a VAT invoice electronically, to the email indicated by the Buyer in the order form. Acceptance by the Buyer of such a form of receipt of an invoice is a prerequisite for his purchase. The Buyer is responsible for the accuracy and completeness of the data for the VAT invoice, as well as for the correctness of the email address to which the invoice will be sent.

(5) The Seller shall be entitled to give Buyers discounts, rebates or other preferences related to the Price at its own discretion, in particular, for example, as part of an organized promotional campaign. Details of promotional actions are defined in separate terms of promotional actions. The Buyer is not entitled to claim discounts, rebates or other preferences.

(6) Whenever a reduction in the Price of Digital Content is announced, the Seller shall, in addition to the information on the reduced Price, also include information on the lowest Price of such Digital Content that was in effect during the 30 days prior to the introduction of the reduction. If the Digital Content in question is offered for sale for a period of less than 30 days, in addition to the information about the reduced Price, the Seller shall also include information about the lowest Price of such Digital Content that was in effect during the period from the date of commencement of offering such Digital Content for sale until the date of introduction of the reduction.

# § 6

## Virtual Teacher Kiwi (ChatGPT)

1. MathKiwi provides in its Application the functionality of the Kiwi virtual teacher, which allows Users to ask questions and obtain hints and solutions via artificial intelligence (AI) technology.
2. This functionality is delivered through integration with an external AI service provider – OpenAI (ChatGPT model).
3. The answers generated by the Kiwi virtual teacher (ChatGPT) are for educational and informational purposes only.
4. Despite efforts to ensure that the provided hints are correct, the AI model may make errors or provide incomplete information.
5. MathKiwi does not guarantee the complete accuracy or completeness of the content generated by ChatGPT.
6. MathKiwi is not liable for any consequences of decisions or actions taken on the basis of answers generated by the Kiwi virtual teacher.
7. The Buyer should treat the hints obtained within the Application as auxiliary material and independently verify the answers received.
8. As part of providing educational services, MathKiwi transmits the content of queries (mathematical problems) to the external API service provided by OpenAI, in order to generate answers using the ChatGPT model.
9. The Buyer acknowledges that OpenAI processes the submitted queries and is subject to its own terms and privacy policy, available at [openai.com](https://openai.com).
10. MathKiwi makes every effort not to send any personal data or other information that would allow User identification to OpenAI; however, the User should refrain from including such data in the content of the queries.
11. The MathKiwi Application, including the Kiwi virtual teacher, is intended for educational purposes only. Any hints or suggestions regarding the solutions to tasks or other topics do not constitute professional advice and should not replace independent verification or consultation with a qualified teacher.
12. To the fullest extent permitted by law, MathKiwi shall not be liable for any damages arising from the use or inability to use the Application, including content generated by the Kiwi virtual teacher, whether such damages are direct, indirect, or consequential.
13. MathKiwi shall not be liable for the consequences of using the provided solutions or interpreting the hints generated by ChatGPT during exams, tests, assignments, or other forms of knowledge verification.
14. The content generated by the Kiwi virtual teacher may be subject to change, depending on updates to the AI model or other improvements.
15. MathKiwi does not guarantee continuous availability of the virtual teacher feature, especially in the event of planned technical work or failures beyond MathKiwi's control (e.g., interruptions in OpenAI's services).

# § 7

## Implementation of the



# Digital Content Order

(1) The fulfillment of an order for Digital Content consists in the transfer of the ordered Digital Content to the Buyer.

(2) The Seller shall make the Digital Content available to the Buyer no sooner than after positive authorization of payment or posting of payment on its bank account. The Digital Content may be transferred to the Buyer immediately after the conclusion of the Agreement and payment of the order or within the timeframes specified by the Seller, depending on the type of Digital Content that the Buyer has purchased.

(3) The Buyer, accesses the Digital Content by:

- user account to which the purchased Digital Content will be assigned,
- dedicated page of the Website.

(4) The Seller shall provide Updates to the extent necessary to keep the Digital Content in compliance with the Agreement, in addition to Updates consisting of substantive corrections in the Digital Content.

(5) Z zastrzeżeniem przepisów o dozwolonym użytku, Kupujący może wykorzystywać Treści Cyfrowe wyłącznie na potrzeby własne. Under no circumstances shall the Buyer have the right to make available or sell the Digital Content or any developments thereof under its own label, to incorporate the Digital Content or any parts thereof into its own products or services that it makes available or sells, and other similar profit-making activities using the Digital Content.

(6) If the Buyer wishes to use the Digital Content in his/her business or professional activity, he/she is obliged to apply to the Seller for a license for the Digital Content in question by sending a message to the Seller's e-mail address. In order to conclude such an agreement, the Buyer should apply to the Seller with a proposal to conclude a license agreement, informing the Seller, in particular, about the purposes for which he intends to use the Digital Content and the assumed time of use. Upon receipt of such a proposal, the Seller will make an offer in accordance with its own licensing policy.

(7) Prohibited:

- (a) sharing a user account with others or sharing user account access data with others,
- (b) attempting unauthorized access to Digital Content that was not assigned to your account as a result of its purchase,
- (c) taking actions that adversely affect the operation of the information and communication system under which the user's account operates, in particular through various hacking techniques, malware, etc.
- (d) attempting to download Digital Content to its own medium, while the Seller does not provide such an opportunity,
- (e) use of your account for marketing activities,
- (f) using the functions available within the user account in a way that violates the personal rights of others or violates good morals.

(8) The Seller shall be entitled to make changes to the Digital Content during the term of the Contract. Changes to Digital Content that have been acquired by the Consumer or EOCR may be made subject to the following requirements:

- a) changes to the Digital Content may be made only for legitimate reasons, in particular, such as removal of defects, adaptation of the Digital Content to the needs of Buyers, adaptation of the Digital Content to legal changes or decisions of courts and authorities;
- (b) changes to the Digital Content may not incur costs on the part of the Consumer or EOCR;
- (c) The Seller shall inform the Consumer or EOCR in a clear and understandable manner about the change being made;
- (d) if a change in the Digital Content materially and adversely affects the Buyer's access to or use of the Digital Content, the Seller shall be obliged to inform the Consumer or EOCR well in advance, not less than 7 days, on a durable medium, about the features and date of the change, as well as the rights associated with such changes;
- (e) if a change in the Digital Content materially and adversely affects the Buyer's access to or use of the Digital Content, the Consumer or EOCR may terminate the Agreement without notice within 30 days from the date of the change in the Digital Content or the notification of the change in the Digital Content, if the notification was later than the change. This entitlement does not apply to the Buyer when the Seller provides the Consumer or EOCR, at no additional cost, with the right to keep the Digital Content in accordance with the Agreement in an unaltered state.

(9) If the Buyer violates the rules on the use of Digital Content, the Seller may block the Buyer's access to the Digital Content. The Buyer will receive a message with the reasons for the blockade. The Buyer may appeal the blockade within 14 days of receiving the message. The Seller shall consider appeals within 14 days. Blocking access to the Digital Content does not constitute a breach of the Agreement by the Seller and cannot be the basis for a claim by the Buyer for breach of the Agreement.

## § 8

# **Withdrawal from the Consumer or EOCR Agreement without giving any reason.**

# **Withdrawal of the Consumer from the contract for the purchase of the Application**

(1) The Consumer or EOCR has the right to withdraw from the Agreement, which was concluded through the Webstie, without giving any reason within 14 days from the date of conclusion of the Agreement.

(2) To withdraw from the Agreement, the Consumer or EOCR must inform the Seller of its decision to withdraw from the Agreement by an unequivocal statement – for example, by a letter sent by mail or e-mail.

(3) The consumer or EOCR may use the model withdrawal form, available at:

[Withdrawal form](#)

However, it is not mandatory.

(4) In order to comply with the deadline for withdrawal from the Agreement, it is sufficient for the Agreement or EOCR to send information on the exercise of the Consumer's or EOCR's right to withdraw from the Agreement before the expiry of the deadline for withdrawal from the Agreement.

(6) In the event of withdrawal from the Agreement, the Seller shall return to the Consumer or EOCR all payments received from the Consumer or EOCR, immediately, and in any case no later than 14 days from the date on which the Seller was informed of the decision to exercise the right to withdraw from the Agreement.

(7) Refund shall be made using the same means of payment used in the original transaction, unless the Consumer or EOCR expressly agreed otherwise. In any case, the Consumer or EOCR shall not incur any fees in connection with this return.

## § 9

# Responsibility for the compliance of the Digital Content with the Agreement.

(1) The provisions on liability for the conformity of Digital Content with the Agreement, which are contained in the Consumer Rights Act, shall apply to the Agreements, which are concluded by the Consumer or EOCR, taking into account the provisions of the Terms and Conditions.

(2) The Seller shall be responsible to the Consumer and the EOCR for the compliance of the Digital Content with the Agreement. Compliance of the Digital Content with the Agreement shall be assessed in accordance with the provisions of the Consumer Rights Act.

(3) For Digital Content:

a) delivered at one time or in parts – the Seller shall be liable for the lack of compliance of the Digital Content with the Agreement, which existed at the time of delivery and became apparent within two years from that time;

b) delivered on a continuous basis – the Seller shall be liable for the lack of compliance of the Digital Content with the Agreement, which occurred or became apparent at the time when, in accordance with the Agreement, they were to be delivered.

(4) The buyer can use the complaint form, available at:

[Complaint Form \(Word\)](#).

However, it is not mandatory.

(5) If the Seller delivers Digital Content on a continuous basis, the Digital Content shall be compliant for the duration of its delivery in accordance with the Agreement.

## § 10

# Bringing the Digital Content into compliance with the Agreement

(1) If the Digital Content does not conform to the Agreement, the Consumer or EOCR may demand that the Digital Content be brought into conformity with the Agreement.

(2) If bringing the Digital Content into compliance with the Agreement is impossible or would require excessive costs for the Seller, the Seller may refuse to bring the Digital Content into compliance with the Agreement.

(3) The Seller shall bring the Digital Content into conformity with the Agreement within a reasonable period of time, not exceeding 21 days, from the moment the Seller is informed by the Consumer or the EOCR of the Digital Content's non-conformity with the Agreement, and without undue inconvenience to the Consumer or the EOCR, taking into account its nature and the purpose for which it is used.

(4) The cost of bringing the Digital Content into compliance with the Agreement shall be borne by the Seller.

# § 11

## **Reduction of the Price or cancellation of the Agreement in case of non-compliance of the Digital Content with the Agreement.**

(1) If the Digital Content is not in compliance with the Agreement, the Consumer or EOCR may submit a statement to reduce the Price or withdraw from the Agreement when:

- (a) The Seller has refused to bring the Digital Content into compliance with the Agreement in accordance with § 9
- (b) The Seller has not brought the Digital Content into compliance with the Agreement;
- (c) the lack of compliance of the Digital Content with the Agreement continues even though the Seller has attempted to bring the Digital Content into compliance with the Agreement;
- (d) the lack of compliance of the Digital Content with the Agreement is so significant that it justifies a reduction of the Price or withdrawal from the Agreement without first resorting to the measures referred to in § 9 Paragraph. 1;
- (e) it is clear from the Seller's statement or circumstances that it will not bring the Digital Content into conformity with the Agreement within a reasonable time or without undue inconvenience to the Consumer or EOCR.

(2) The reduced Price must remain in such proportion to the Agreement Price as the value of the non-conforming Digital Content remains to the value of the conforming Digital Content. If the Digital Content is provided in parts or continuously, the reduction of the Price shall take into account the time during which the Digital Content remained inconsistent with the Agreement.

(3) The Seller shall be obliged to return the Price due to the Consumer or EOCR immediately, no later than within 14 days from the date of receipt of the Consumer's or EOCR's statement on the reduction of the Price.

(4) The consumer or the EOCR may not withdraw from the Agreement if the Digital Content is provided in exchange for payment of a price, and the lack of conformity of the Digital Content with

the Agreement is immaterial. Non-compliance of the Digital Content with the Agreement is presumed to be material.

## **§ 12**

# **Settlement with the Consumer or EOCR in case of withdrawal from the Agreement**

(1) In a situation where the Buyer who is a Consumer or EOCR withdraws from the Agreement:  
(a) under consumer warranty rights for the non-conformity of the Digital Content with the Agreement;  
(b) in the event of the Seller's failure to deliver the Digital Content, despite a request from the Buyer,  
The provisions of this paragraph shall apply to settlements between the Parties.

(2) The Seller shall be obliged to refund the Price only in the part corresponding to the Digital Content that does not comply with the Agreement or the Digital Content in respect of which the obligation to provide it has fallen off as a result of withdrawal from the Agreement. At the same time, the Seller shall not be entitled to demand payment for the time during which the Digital Content was not in compliance with the Agreement, even if the Consumer or EOCR actually used it before withdrawal from the Agreement.

(3) The Seller shall be obliged to return the Price due to the Consumer or EOCR immediately, no later than within 14 days from the date of receipt of the Consumer's or EOCR's statement of withdrawal from the Agreement.

(4) The Seller shall refund the Price due using the same method of payment used by the Consumer or the EOCR, unless the Consumer or the EOCR expressly agreed to a different method of refund that does not involve any costs for the Consumer or the EOCR.

## **§ 13**

# **Return of User Content**

(1) After withdrawal from the Agreement, the Seller may not use User Content, except for User Content that:

- (a) are useful only in connection with Digital Content;
- (b) relate solely to the activity of the Consumer or EOCR in the course of using the Digital Content;
- (c) have been linked by the Seller with other data and cannot be disconnected without undue difficulty;
- (d) were produced jointly with other Consumers or EOCR, who may still use them.

(2) At the request of the Consumer or EOCR, the Seller shall make available to such Buyer, at its expense, within a reasonable time and in a commonly used machine-readable format, the User Content that was created or provided in the course of using the Digital Content. This obligation does not apply to the return of User Content referred to in paragraph. 1 points a) – c).

## § 14

# Personal data and cookies

- (1) The administrator of the Buyer's personal data is the Seller.
- (2) The Website uses cookie technology.
- (3) Details related to personal data and cookies are described in the privacy policy available at: <https://mathkiwi.com/polityka-prywatnosci/>.

## § 15

# Intellectual property rights

(1) The Seller instructs the Buyer that all content available on the Website, Digital Content and elements of Digital Content (e.g. graphic designs) may constitute works within the meaning of the Act of February 4, 1994. on copyright and related rights, the copyrights of which are held by the Seller or other authorized entities, as well as databases protected under the provisions on the protection of databases.

(2) The Seller instructs the Buyer that the exploitation of copyrighted content or the use of databases by the Buyer without the consent of the Seller or other authorized entity, except for use within the framework of permitted use, constitutes a violation of intellectual property rights and may result in civil or criminal liability.

(3) The Seller may enter into a separate license agreement with the Buyer related to the Buyer's use of content or databases belonging to the Seller (e.g., through the use of product photographs, use of descriptions of Digital Content, etc.). In order to conclude such an agreement, the Buyer should apply to the Seller with a proposal to conclude a license agreement, informing the Seller in particular of the purposes for which he intends to use content or databases belonging to the Seller, as well as the assumed time of use. Upon receipt of such a proposal, the Seller will make an offer in accordance with its own licensing policy.

(4) The User acknowledges that all trademarks, trade names, and other intellectual property rights related to the “OpenAI” and “ChatGPT” brands belong to OpenAI and are legally protected.

(5) MathKiwi provides the Kiwi virtual teacher (ChatGPT) in compliance with OpenAI’s license terms and policies.

(6) By placing any content in the Application (including mathematical tasks or queries), the Buyer declares that no third-party rights are infringed and accepts responsibility in this regard.

(7) MathKiwi has the right to remove or block any content that violates the law or these Terms.

## § 16

# Feedback

(1) Seller shall make available to Buyers the possibility of posting reviews about the Webstie, Seller or Goods within the Website. In this case, the provisions of this paragraph shall apply to the posting of reviews.

(2) It is possible to post a review after using the Website, in particular after the conclusion of the Agreement, and it is possible to post a review at any time.

(3) The buyer should formulate reviews in a fair, honest and factual manner, as far as possible linguistically correct and without using vulgarisms and other words commonly considered offensive.

(4) posting of reviews is prohibited:

- (a) without prior use of the Website;
- (b) on Digital Content that the Buyer has not used or purchased,
- (c) fulfilling the elements of an act of unfair competition within the meaning of Article. 3 of the Law of April 16, 1993. on combating unfair competition;
- d) violating the personal rights of the Seller or a third party;
- (e) by paid users, in particular to artificially increase the rating of Digital Content.

(5) The Seller may verify at any time whether the posted reviews comply with the Terms and Conditions and, in particular, whether they come from Buyers who actually used the Digital Content or purchased the Digital Content. In addition to this, if the Buyer has any doubts about the posted reviews, the Buyer may submit the review to the Seller for verification. Upon receipt of a notification from the Buyer, the Seller will take action, appropriate to its capabilities, to verify the posted review.



(6) In the case of posting a review that does not meet the requirements provided in the Rules, the Seller may refuse to publish the review or remove it.

## § 17

# Out-of-court ways of dealing with complaints and redress of grievances

(1) The consumer has the opportunity to use out-of-court means of handling complaints and claims. Among other things, the consumer has the option:

- (a) to apply to a permanent amicable consumer court to resolve a dispute arising from the Agreement,
- (b) to apply to the provincial inspector of the Commercial Inspection to initiate mediation proceedings for an amicable settlement of the dispute between the Buyer and the Seller,
- (c) use the assistance of a district (city) consumer ombudsman or a social organization whose statutory tasks include consumer protection.

(2) For more detailed information on out-of-court ways of handling complaints and redress, the Consumer can look for at <https://polubowne.uokik.gov.pl>.

(3) The consumer may also use the ODR platform, which is available at <https://ec.europa.eu/consumers/odr>. The platform serves to resolve disputes between consumers and businesses seeking out-of-court settlement of disputes regarding contractual obligations arising from an online sales agreement or service agreement.

## § 18

# Complaints and summons

(1) Each Buyer shall have the right to file a complaint on matters related to the operation of the Website or performance of the Agreement. In order to make it easier for the Consumer or EOCR to exercise their rights related to the Seller's liability for the compliance of the Digital Content with the Agreement, the Seller has prepared a model complaint form, which the Consumer or EOCR may use.

The template is available at: <https://mathkiwi.com/wp-content/uploads/2023/08/complaint-form.doc> .

(2) Complaints should be reported to the Seller at [contact@mathkiwi.com](mailto:contact@mathkiwi.com).

(3) Complaints of Buyers will be considered on an ongoing basis, but no later than within 14 days from the date of receipt by the Seller of the complaint.

(4) The response to the complaint will be sent to the Buyer to the contact provided by the Buyer when submitting the complaint.

(5) If the Seller has not delivered the Digital Content in accordance with the Agreement, the Buyer may file a complaint requesting the Seller to deliver the Digital Content. If, despite this request, the Seller fails to deliver the Digital Content immediately or within an additional period agreed between the Parties, the Buyer may cancel the Agreement. The Buyer may withdraw from the Agreement without calling the Seller to deliver the Digital Content when:

(a) it will be clear from the Seller's statement or circumstances that the Seller will not provide Digital Content;

(b) The Parties have agreed, or it is clear from the circumstances of the conclusion of the Agreement, that the specified date of delivery of the Digital Content was of material importance to the Buyer, and the Seller failed to deliver the Digital Content by that date.

(6) starting from 31.08.2023, all archived versions of the Terms and Conditions are available for download in .pdf format – links are provided below.

## § 19

# Final provisions

(1) The applicable law is polish law.

(2) The mandatory regulations of the Buyer's country of origin shall be observed by the Seller (i.e. you) regardless of the choice of applicable law.

(3) The Seller reserves the right to introduce and cancel offers, promotions and to change the Prices on the Website without prejudice to the Buyer's acquired rights, including in particular the terms and conditions of the Agreements concluded before the change.

(4) The seller reserves the right to make changes to the Terms and Conditions for important reasons such as changes in laws, technological changes, business changes.

(5) The Terms and Conditions in effect at the time of conclusion of the Agreement shall apply to Agreements for Digital Content delivered on a one-time basis.

(6) Any disputes related to Agreements concluded through the Website shall be considered by the Polish common court having jurisdiction over the Seller's place of permanent business. This provision does not apply to Consumers and EOCR, for which the jurisdiction of the court is determined by general rules.

(7) these Terms and Conditions are effective as of 20.02.2025.

(8) All archived versions of the Terms and Conditions are available for download in .pdf format – links are provided below:

[Archived version of the Terms and Conditions from 01.09.2023 \(PDF\)](#).