

TERMS AND CONDITIONS OF USE OF THE [WWW.INTERNATIONALSPEDE.COM](http://WWW.INTERNATIONALSPEDE.COM) WEBSITE

## § 1.

## GENERAL PROVISIONS

1. The definitions used within the Terms and Conditions have the following meanings:
  - 1) SPED - SPED sp. z o.o. address: ul. Legionów 6, 43-300 Bielsko-Biała; NIP: 937 272 94 46; REGON: 386 635 222, registered in the Register of Entrepreneurs of the National Court Register under the number 0000850128,
  - 2) **Terms and Conditions** - these Terms and Conditions for the provision of services by SPED;
  - 3) **Service** - the website located at [internationalsped.com](http://internationalsped.com), using which SPED provides Services;
  - 4) **Customer** - Consumer, Entrepreneur with the rights of a Consumer or Entrepreneur;
  - 5) **Consumer** - a natural person, registered at [www.internationalsped.com](http://www.internationalsped.com), who requests to use one of the services provided for a fee by SPED and purchase it for a purpose not directly related to their business or professional activity (in accordance with Article 221 of the Act of April 23, 1964 - Civil Code);
  - 6) **Subscriber** - a person who is a Consumer or an Entrepreneur with the rights of a Consumer, having a User Account, who has entered into an Agreement with SPED for the provision of the Newsletter or has taken steps to enter into such an Agreement;
  - 7) **User** - an individual using [www.internationalsped.com](http://www.internationalsped.com) regardless of its purpose;
  - 8) **Entrepreneur with the rights of the Consumer** - a natural person conducting a business or professional activity on their own behalf, who has entered into an agreement with SPED directly related to their business activity but which does not have a professional character for this person, arising in particular from the nature of the business activity;
  - 9) **Entrepreneur** - a legal person or an organizational unit that is not a legal person, to which a separate law grants legal capacity, performing business activities and concluding a agreement with the Seller directly related to its business or professional activities;
  - 10) **User Account** - means an individual panel for each User, activated for their benefit by SPED at the User's request during registration. The User's Account allows the use of the functionality of the Website, after its activation;
  - 11) **Services** - services offered by SPED, described in detail in the Terms and Conditions;
  - 12) **International Journal of Special Education**, hereinafter also referred to as IJSE - a scientific journal with ISSN number 0827-3383, owned by SPED...;
  - 13) **Personal data** - shall mean any information relating to an identified or identifiable natural person, under Article 4(1) of the GDPR;
  - 14) **Agreement for the provision of the User's Account Service** - an agreement for the provision of a digital service as defined in the Consumer Rights Act, under which SPED agrees to provide the Account Service to the User free of charge for the duration of the Account's validity, and the User agrees to provide SPED with the personal data necessary for the performance of this service;
  - 15) **Newsletter Delivery Agreement** - an agreement for the delivery of digital content within the meaning of the Consumer Rights Act, under which SPED agrees to deliver the Newsletter to the Subscriber free of charge for an indefinite period, and the Subscriber agrees to provide SPED with the personal data necessary to perform this service;

- 16) **Article Publication Service Agreement** - an agreement to provide electronically a paid service for the procedure and publication of a scientific article in IJSE by SPED for the benefit of Customers, with the content established by the Terms and Conditions;
  - 17) **Conference Participation Service Agreement** - an agreement for the provision of paid passive (listener) or active (with a speech and/or publication of a scientific article in IJSE) participation in a scientific conference organized by SPED for the benefit of Customers, with the content established by the Terms and Conditions;
  - 18) **Law on Consumer Rights** - Law of May 30, 2014, on consumer rights, Journal of Laws. 2014 item 827.
  - 19) **Act on Providing Services by Electronic Means** - Act of July 18, 2002 on Providing Services by Electronic Means, Journal of Laws. 2002 No. 144 item 1204
  - 20) **Non-compliance** - is understood as:
    - a. Non-compliance of the Digital service within the Agreement for its provision (the criteria for assessing the compliance of the Digital service with the Agreement for its provision are set forth in Article 43k, paragraphs 1-2 of the Consumer Rights Law);
  - 21) **Subject of digital provision** - Account service or Newsletter.
2. These Terms and Conditions define the terms, conditions, and scope of use of the Service.
  3. The Terms and Conditions are the rules and Terms and Conditions referred to in Article 8 of the Law on Providing Electronic Services.
  4. The owner, Controller, and operator of the Site is SPED sp. z o.o. (ul. Legionów 6, 43-300 Bielsko-Biała; NIP 937 272 94 46; REGON 386 635 222) (hereinafter: Controller or Service Provider). Contact with the Controller: e-mail [admin@speducat.com](mailto:admin@speducat.com), phone +48 508 915 375.
  5. SPED can be contacted through:
    - 1) e-mail - at: [admin@speducat.com](mailto:admin@speducat.com);
    - 2) phone: +48 508 915 375.
  6. As part of its activities, SPED provides the following services described in the Terms and Conditions, which may be used by the User under the terms of the Terms and Conditions;
    - 1) provides the User Account Service;
    - 2) provides the Newsletter Service;
    - 3) provides the Article Publication Service;
    - 4) delivers the Conference Participation Service.
  7. Browsing the content of the Website by the User is voluntary and does not require registration. Newsletter Service, Scientific Article Publication Service, and Conference Participation Service by the User are possible only after prior registration and after creating an Account.
  8. The User, using the Website, is obliged to use it following the provisions of the Terms and Conditions, applicable Terms and Conditions, and with respect for good morals and personal rights of others.
  9. The User is obliged to use the Website in a manner that is not disruptive to other Users and SPED.
  10. It is forbidden for the User to provide unlawful content and to act by sending or posting unsolicited commercial information (spam) on the Website, to conduct any commercial, advertising, or promotional activity on the Website.

11. It is forbidden for the User to use the Website in a way that interferes with its functioning, in particular by using certain devices or software.
12. SPED is entitled to exclusive copyrights, and the right to the content posted on the Website, especially photos, graphics, or layout. Exceptions are scientific articles published in IJSE and made available in Open Access format on the Website, which is subject to the terms of the Creative Commons 2022 license.
13. The content and materials developed by SPED, as part of the provision of Services, are individual in nature, constitute a work within the meaning of the Act of February 4, 1994, on Copyright and Related Rights, and are subject to the protection provided for in the aforementioned Act.
14. Acceptance of the Terms and Conditions is voluntary but necessary to use the Service.
15. By accepting the Terms and Conditions, the User enters into an agreement with SPED for the provision of services electronically using the Website and to the extent and on the terms and conditions set out in the Terms and Conditions.
16. The prices of the Paid Services available on the Site are expressed in United States dollars (USD) and are net.
17. Services will be provided in English. English shall be the governing language for the Terms and Conditions, the Agreement, and statements made.

## § 2.

### TERMS OF USE

1. The user is obliged to use the Service:
  - 1) in a manner consistent with applicable law and the Terms and Conditions, which the Service has been made available,
  - 2) in a manner consistent with the rules of social intercourse, including the general rules of Internet use,
  - 3) In a manner that does not interfere with its operation,
  - 4) in a manner that is not burdensome to other Users and the operator of the Internet access service,
  - 5) with respect for the personal rights of third parties (including the right to privacy) and any other rights they may have.
2. The user is obliged to use all information and materials made available through the Service only within the scope of permitted use.
3. The User uses the Service voluntarily, at their own risk, and should ensure that the Service can function properly to the extent that it depends on the User.
4. Using the Service with false data or impersonating a third party is prohibited by law, under penalty of civil and criminal liability.
5. The User is obliged to immediately notify SPED of any violation of rights in connection with the use of the Service.
6. If it is determined that the User is committing actions that are prohibited by law or the Terms and Conditions, or that violate the rules of social coexistence or harm a legitimate interest, the Administrator may take any action provided for by law, including restricting the User's ability to use the Service provided.
7. Use of the Service:

- 1) is possible after granting all necessary consents, marked as "necessary", for the use of the Site or Services. Failure to provide the aforementioned consents prevents the use of the Site or the Services offered by it.
- 2) signifies acceptance of the content of these Terms and Conditions by the User. Acceptance of the Terms and Conditions means that the User has read and understands the contents of the Terms and Conditions and will apply them. In addition, it means that the User agrees to provide only truthful personal data and information, as well as that the User agrees to pay the required fee for the use of the Services.

### § 3.

#### TERMS OF SERVICE

1. For Users to properly use the Website, it is necessary to collectively:
  - 1) Internet connection;
  - 2) Having devices that allow the use of Internet resources;
  - 3) The use of a web browser that allows hypertext documents to be displayed on the device's screen, linked on the Internet via a networked web service, and that supports the JavaScript programming language, in addition to accepting cookies;
  - 4) having an active e-mail account.
2. SPED is not a provider of data transmission services. The cost of data transmission required for the download, installation, launch, and use of the Service shall be charged to the User under the applicable tariff under the agreement the User has concluded with their telecommunications carrier or Internet service provider. In this regard, SPED is not responsible for the amount of fees that will be charged for the use of data transmission necessary for the operation, functioning, and use of the Service.
3. SPED informs that it uses cryptographic protection of electronic transfer and digital content through the use of appropriate logical, organizational, and technical measures, in particular, to prevent third-party access to data, including through SSL encryption, the use of passwords for access and anti-virus or anti-wanted software programs.
4. SPED informs that, despite the use of safeguards referred to above, the use of the Internet and services provided electronically may be at risk of malicious software entering the (Information and Communications Technology) ICT system and the Customer's device, or gaining access to the data located on this device by third parties. To minimize the referenced threat, SPED recommends the use of anti-virus software or means of protecting identification on the Internet.

### § 4.

#### SPED LIABILITY

1. SPED shall be liable for non-performance or improper performance of the Agreement in accordance with applicable laws and Terms and Conditions.
2. SPED is entitled at any time to change the functionalities of the Website, as well as to extend them. The User acknowledges that the Website is a system subject to a process of technical and technological development, and the Administrator strives for its continuous and systematic improvement, which involves making updates and software changes.
3. SPED provides continuous access to the Service but reserves the right to apply interruptions or limitations in their functionality due to technical reasons. Restrictions or technical interruptions

may also occur in the systems/applications that the Service uses, which may result in the temporary unavailability of certain offers or the inability to make a reservation or login. SPED will make every effort to ensure that restrictions on the use of the Service or technical interruptions last as short a time as possible.

4. SPED shall not be liable for incorrect operation of the Service or interruptions in operation when the interruption in operation occurred for reasons beyond SPED's control. SPED shall use its best efforts to ensure that the Website operates continuously without error and in a manner that allows you to use the Services to their fullest extent.
5. SPED shall not be responsible for limitations or technical interruptions in the ICT systems used by Users' mobile devices, which prevent or restrict Users from using the Services.
6. SPED is not responsible for the correctness of operation of the Service on a device belonging to the User, nor for its lack of operation.
7. SPED shall not be liable for any damages incurred by the User as a result of the use of the Service in a manner inconsistent with its intended use and contrary to the provisions of the Terms and Conditions.
8. SPED shall not be liable for any loss or damage incurred by the User or a third party as a result of using the Site. In particular, SPED shall not be liable for any events influenced by the User or a third party.

## § 5.

### TERMS AND CONDITIONS OF SERVICE

1. Users can use the following features of the Service:
  - 1) **viewing content on the Website**  
As part of this service, the User may freely read the content available on the Website, including scientific articles published in the "Open access" formula, which do not require the creation of a Registered User account. The service is free of charge unless it is clear from the content of the information on the website that it is necessary to purchase access to the given content on the Service.
  - 2) **sending messages via the contact form**  
As part of this service, the User may send messages to the Administrator via the contact form available on the Site. The service is free of charge.
  - 3) **registration of User Account**  
You may create an account that, in addition to viewing content on the Site, will allow you to use, such capabilities as:
    - a. **conference registration**  
As part of this service, the User can sign up to participate in an online conference via <https://internationalsped.com/ijse/about/conference>. Participation may involve payment of a fee, of which the User is informed each time before signing up for conferences.
    - b. **submission of a manuscript of a scientific article for publication**  
A registered User may submit a manuscript along with the applicable attachments for IJSE proceedings via the form available at <https://internationalsped.com/ijse/submission/wizard>. Articles must meet the requirements indicated at <https://internationalsped.com/ijse/about/submissionGuidelines>. The service of publication in the journal by the Registered User is payable, however, the Registered User may be exempted

from the fee if they meet the required conditions specified at <https://internationalsped.com/ijse/about/submissionGuidelines>.

2. The Service Provider processes payments via Przelewy24 (<https://www.przelewy24.pl/.W> to make a payment to the User, a payment link is sent to the e-mail address indicated by the User.
3. Completion of the Service shall commence upon SPED's receipt of full payment or, in the case of payments handled by a Payment Processor, upon confirmation by such payment processor of the correct execution of full payment.
4. The user is obliged to pay for the ordered Service after acceptance of the article for printing by the responsible editor of IJSE.

## § 6.

### SERVICE AGREEMENT

1. To conclude a agreement for the provision of specific services, the User should perform the following steps:
  - 1) Enter the website of the Service;
  - 2) select the Register tab
  - 3) enter or select the following data in the form that appears:
    - a. First name,
    - b. Surname,
    - c. affiliation,
    - d. country to affiliate,
    - e. e-mail address,
    - f. username,
    - g. password,
  - 4) dutifully accept the statement that you have read the Terms and Conditions and Privacy Policy and their provisions;
  - 5) Optionally accept consent to receive the Newsletter;
  - 6) Optionally accept permission to be contacted regarding article reviews.
2. After creating a User Account, the User will receive a confirmation of its creation to the e-mail address provided by the User.

## § 7.

### WITHDRAWAL FROM A DISTANCE AGREEMENT

1. A Consumer and an Entrepreneur with the rights of a Consumer who has concluded a remote agreement may withdraw from the agreement within 14 days without stating any reason and without incurring costs, subject to the provisions of paragraph 5 below.
2. To withdraw from the Agreement, the Consumer and Entrepreneur on the rights of the Consumer shall submit a statement of withdrawal to SPED. The Consumer and Entrepreneur on the rights of the Consumer may inform SPED about the withdrawal from the Agreement in any form provided by law, in particular, he may send a written statement via e-mail to [info@speducat.com](mailto:info@speducat.com).
3. Declaration of withdrawal from the agreement Consumer and Entrepreneur on the rights of the Consumer may also submit using the form of withdrawal from the agreement, the model of which is attached as **Appendix No. 1** to these Terms and Conditions, but the use of the form

is arbitrary. A statement of the right to withdraw is attached as **Appendix No. 2** to these Terms and Conditions.

4. Sending information on the exercise of the right of withdrawal before the end of the withdrawal period is sufficient to comply with the withdrawal period.
5. The right to withdraw from a agreement concluded at a distance by the Consumer and Entrepreneur on the rights of the Consumer is excluded in the cases specified in Article 38 of the Law of May 30, 2014. on consumer rights, in particular, the right to withdraw from a agreement concluded off-premises or at a distance does not apply to the Consumer / Entrepreneur on the rights of the Consumer regarding agreements for the provision of services if the entrepreneur (SPED) has fully performed the service with the express consent of the Consumer / Entrepreneur on the rights of the Consumer, who was informed before the start of the service that after the performance by the entrepreneur (SPED) will lose the right to withdraw from the agreement.

## § 8

### ACCOUNT SERVICE DELIVERY AGREEMENT

1. To conclude a Agreement for the provision of User Account Services, the User should register.
2. When registering an Account, the Customer completes the registration form.
3. The condition for registering a User Account is providing personal data marked as mandatory and agreeing to the content of the Terms and Conditions. This is necessary for the establishment of a User Account, the execution and handling of orders placed through the User Account, as well as the proper implementation of services provided electronically. Providing data marked as obligatory is voluntary, however, it is necessary to set up a User Account.
4. At the e-mail address provided by the User, SPED confirms the registration of the User Account. At this moment, the agreement for the provision of electronic services in terms of enabling the User to establish and use the User Account on the Website is concluded.
5. Logging into the User's Account is done by providing *the Login and Password*. The User's Account is protected by a password individually assigned by the User. The password should contain at least 12 (twelve) characters. To make it stronger, use lowercase and uppercase letters, numbers, and special characters such as: ! " ? \$ % ^ & )
6. SPED informs you, and you acknowledge, that maintaining the compliance of your Account Service with the Agreement for the provision of the Account Service does not require you to install its updates.
7. If the User fails to provide the User with access to the User Account immediately after the conclusion of the Agreement for the provision of the User Account Service, the User shall summon SPED to provide access to the Account immediately. The summons referred to in the preceding sentence may be sent by e-mail, to [admin@speducat.com](mailto:admin@speducat.com).
8. If SPED fails to provide the User with access to the Account immediately after receiving the summons referred to in the preceding sentence, the User may withdraw from the Agreement for the provision of User Account Services.
9. Notwithstanding the provisions of paragraph 7 above, in the event of failure to provide the User with access to the User Account, the User may withdraw from the Agreement for the provision of User Account Services without calling SPED to provide access to the Account, if at least one of the cases indicated in Article 43j, paragraph 5 of the Law on Consumer Rights occurs.

10. Notwithstanding the provisions of paragraphs 7-8 above, the User may terminate the Agreement for the provision of the Account Service with immediate effect at any time and without giving any reason. In such case, the Service may not be provided by SPED. In addition, under Article 27 et seq. Consumer Rights Act, the User may withdraw from the Agreement for the provision of the User Account Service without stating a reason, at any time.
11. Withdrawal from or termination of the Agreement for the provision of the User Account Service, regardless of the basis for such action, shall be made by the User's submission to SPED of a statement on withdrawal from or termination of the Agreement for the provision of the User Account Service. The statement referred to in the preceding sentence may be sent by e-mail, to [admin@speducat.com](mailto:admin@speducat.com).
12. SPED shall delete the Account immediately upon receipt of the statement referred to in the preceding sentence.
13. In the case of use of the User's Account in a manner contrary to the provisions of commonly applicable law, the provisions of the Terms and Conditions or good morals, as well as the provision by the User of unlawful content, SPED may block the User's Account, which is tantamount to termination by the User of the Agreement for the provision of the User's Account Service with a notice period of 7 (seven) days. After the expiration of the notice period indicated in the preceding sentence, the Account shall be permanently deleted.
14. SPED may block a User's Account in particular when the User has provided false data during registration or when placing an order or has violated the rights of third parties, has engaged in behavior contrary to the law or generally accepted rules of social coexistence, in particular, has violated the good name of other Customers or SPED, has not complied with the provisions of the Terms and Conditions, has used the Website in a manner that interferes with its operation, has sent or posted unsolicited commercial information (spam) within the Website.
15. Blocking or deletion of the User's Account affects the performance of Service Agreements and Newsletter Delivery Agreements entered into by the User by blocking or deleting the Account. The blocking or deletion of the Account does not affect already published articles that remain on the Website.

## § 9.

### COMPLAINT PROCEDURE REGARDING SERVICES PROVIDED

1. SPED is obliged to provide the Services in accordance with the concluded Agreement.
2. The Customer may submit a complaint to SPED in particular in the case of, Non-compliance of the Service within the Agreement, as well as in the case when the actions taken by SPED are carried out inappropriately or not following the provisions of the Terms and Conditions.
3. In case of disclosure of Non-compliance, the Customer may file a complaint
4. The complaint is submitted by e-mail to the address specified in § 1.5(1) of the Terms and Conditions.
5. The complaint should include:
  - 1) Customer's name;
  - 2) e-mail address;
  - 3) order number;
  - 4) description of the Non-compliance disclosed;
  - 5) demand in connection with the disclosed Non-compliance.



6. The notification of a complaint should contain data identifying the order and information about the subject of the complaint, in particular, the type and date of the occurrence of Non-compliance; specify the request for the manner of removal of Non-compliance, and provide contact information of the complainant. Providing the above information will expedite the processing of the complaint. Failure to provide the data specified in paragraph 5 above shall in no way affect the effectiveness of complaints submitted without providing the recommended information.
7. In the event of any deficiencies that prevent proper consideration of the complaint, SPED will ask the Customer to complete them at the address details indicated in the complaint.
8. SPED will consider and respond to the complaint immediately, no later than within 14 days from the date of filing the complaint. The customer will be informed of the method of complaint consideration for the data indicated in the complaint notification by e-mail.
9. SPED informs the Customer about the possibility of using out-of-court ways of dealing with complaints, including, submission by the Customer after the complaint procedure of an application for mediation or an application for consideration of the case before an arbitration court (the application can be downloaded at <http://www.uokik.gov.pl/download.php?plik=6223>).
10. The list of Permanent Consumer Arbitration Courts operating at Provincial Inspectorates of Trade Inspection is available at: [http://www.uokik.gov.pl/wazne\\_adresy.php#faq596](http://www.uokik.gov.pl/wazne_adresy.php#faq596).
11. Out-of-court redress after the complaint procedure is free of charge. In the case of a customer wishing to use the out-of-court method of claim redress, there is additionally the possibility of filing a complaint through the EU Online Disputes Resolution (ODR) platform, available at <http://ec.europa.eu/consumers/odr/>

#### § 10.

##### PERSONAL DATA PROTECTION

For detailed information on data protection, please refer to the [Privacy Policy](#).

#### § 11

##### AGREEMENT FOR THE SUPPLY OF A NEWSLETTER

1. The User may subscribe to the Newsletter provided by SPED.
2. The Newsletter is sent only to Subscribers who have ordered the Newsletter by checking the appropriate box in the registration form or order form and have agreed to receive commercial information to the e-mail address provided, within the meaning of the Act of July 18, 2002, on the provision of electronic services.
3. As part of the Newsletter delivery service, information is sent via e-mail to the e-mail address provided by the User. The Newsletter contains, in particular, information about the offer of services, new issues and already published articles in IJSE, and other information about services offered by SPED. The newsletter is sent free of charge.
4. The newsletter is not subject to updates.
5. SPED informs that the frequency and dates of delivery of the Newsletter are not predetermined and depend on the current situation of SPED, but not more often than one month

6. The Subscriber may at any time, without giving any reason, change the e-mail address to which the Newsletter is sent, or at any time and without giving any reason, terminate the Newsletter Delivery Agreement with immediate effect by clicking on the activation link.
7. In addition, under Art. 27 et seq. Consumer Rights Act, a Subscriber who is a Consumer or an Entrepreneur on the rights of a Consumer may withdraw from the Newsletter Delivery Agreement without giving any reason, within 14 (fourteen) days from the date of its conclusion.
8. Withdrawal from or termination of the Newsletter Delivery Agreement, regardless of the basis for such action, shall require the Subscriber to submit an appropriate statement to SPED. The statement referred to in the preceding sentence may be made by:
  - 1) Clicking by the Subscriber on the link allowing to unsubscribe from the Newsletter, which is sent with each Newsletter;
  - 2) sending to SPED by the Subscriber a statement on withdrawal from the Newsletter Delivery Agreement or its termination by e-mail.
9. SPED shall stop delivery of the Subscribers' Newsletter immediately after the Subscriber performs one of the actions indicated in paragraph 7 above.
10. For details on giving and revoking consent to receive the Newsletter, please refer to the [Privacy Policy](#).

#### § 12.

##### AGREEMENT FOR THE PUBLICATION OF A SCIENTIFIC ARTICLE OR PARTICIPATION IN A CONFERENCE

1. The subject of the Agreement for the publication of a scientific sales article is the online procedure and online publication of the article in the scientific journal IJSE. Rules for submitting articles for publication can be found on the Submission Guidelines subpage. (<https://www.internationalsped.com/ijse/about/submissionGuidelines>). Details of participation in conferences are published on the sub-page of the specific conference.
2. The publication service applies only to those articles that receive at least two positive ratings in the review process and are accepted for publication by the managing editor. For more information on the process, visit the website: Ethics and Publishing Policies (<https://www.internationalsped.com/ijse/about/ethicsAndPublishingPolicies>).
3. Submission of an article for publishing is free of charge. The author of an article that passes the review process is asked to pay the publication fee when the article is accepted for publication by the lead editor. SPED undertakes to publish the article up to 30 days after receipt of the publication fee.
4. The publication fee for an article is:
  - a) For Users who are Consumers - USD 250.
  - b) **For other Non-Consumers - USD 250 plus value-added tax (VAT)**
5. If a published article violates the rules of the journal (<https://internationalsped.com/ijse/about/ethicsAndPublishingPolicies>), it will be removed from the journal website without refunding the publication fee.

#### § 13.

##### CHANGE OF USER ACCOUNT SERVICE

1. SPED may change the User Account Service in the event of:

- 1) SPED's decision to improve the User Account Service by adding new functionalities to it or modifying existing functionalities;
  - 2) the need to adapt the User Account Service to newly emerging devices or software used by Users to use the User Account Service;
  - 3) legal obligation to make changes, including the obligation to adapt the User Account Service to the current legal status.
2. Changing the User's Account Service does not involve any costs on the part of the User.
  3. SPED shall inform Users of the change made to the User Account Service by posting a message on the Account informing them of the changes. Information about the change made may additionally be sent to Users via e-mail to the User's e-mail address assigned to the Account.
  4. If a change to the User Account Service will materially and adversely affect the User's access to the User Account Service, SPED shall inform the User of:
    - 1) the characteristics and timing of the change, and
    - 2) The User's right to terminate the Agreement for the provision of Account Services with immediate effect within 30 (thirty) days of the change.
  5. The information referred to in paragraph 4 above shall be sent by SPED to Users by e-mail, no later than 7 (seven) days before the change is made.
  6. Termination by the User of the Agreement for the provision of the User's Account Service under paragraph 4(2) above shall be effected by submitting to SPED a statement of termination of the Agreement for the provision of the Account Service. The statement referred to in the preceding sentence may be sent by e-mail to the address indicated in § 1.5(1) of the Terms and Conditions. SPED shall delete the Account immediately upon receipt of the notice of termination.

#### § 14.

##### AMENDMENT TO THE BYLAWS

1. SPED may amend the Terms and Conditions in the event of:
  - 1) changes in the object of activities provided by SPED;
  - 2) the commencement of SPED's provision of new services, changes and modifications to services previously provided, or the discontinuation of their provision;
  - 3) to make technical modifications to the Service requiring adaptation of the provisions of the Terms of Service to them;
  - 4) legal obligation to make changes, including the obligation to adapt the Terms and Conditions to the current state of the law.
2. Users will be informed of changes to the Terms and Conditions by publishing the amended version on the Website at least 7 (seven) days before the effective date of the changes. Within the period referred to in the preceding sentence, the amended version of the Rules and Terms and Conditions will be sent to Users and Subscribers by e-mail.
3. In the event of an amendment to these Terms and Conditions, all agreements concluded and orders placed before the effective date of the amendment to the Terms and Conditions shall be executed following the Terms and Conditions as in effect on the date of conclusion of the agreement and placement of the order by the User.
4. A User Account Holder who does not agree to the change in the Terms and Conditions may terminate the User Account Service Delivery Agreement or Newsletter Delivery Agreement

with immediate effect until the effective date of the change in the Terms and Conditions. Failure to terminate shall be deemed to be consent to the amendment of the Terms and Conditions.

5. Termination of the User Account Service Agreement or Newsletter Delivery Agreement shall be effected by submitting to SPED by the User or Subscriber a statement of termination of such Agreement. The statement referred to in the preceding sentence may be sent by e-mail to the address indicated in § 1.5(1) of the Terms and Conditions.
6. Immediately upon receipt of the statement referred to in paragraph 5 above, SPED shall delete the User's Account and/or stop delivery of the Newsletter.

#### § 15.

##### FINAL PROVISIONS

1. Agreements concluded through the Service are in English.
2. The law applicable to the conclusion of the Agreement shall be the law of the Republic of Poland, and the courts shall be common courts in the Republic of Poland unless otherwise provided by mandatory provisions of law. Any disputes between SPED and a Customer who is not also a Consumer shall be submitted to the court having jurisdiction over the seat of SPED.
3. SPED makes every effort to ensure that the services provided on the Site are of the highest quality, but does not exclude the possibility of temporary suspension of the availability of the Site in the event of the need for maintenance, inspection, replacement of equipment, or in connection with the need to upgrade or expand the Site.
4. The Terms and Conditions shall be governed by the laws generally applicable in the Republic of Poland.
5. The user can access the Terms and Conditions at <https://www.internationalsped.com/index.php/ijse/about/sitePolicy>, download the terms and conditions, and make a printout.
6. These Terms and Conditions enter into force on 21.06.2024.

Appendix 1 to the Terms and Conditions  
Model withdrawal form.

(This form must be completed and returned only if you wish to withdraw from the Agreement)

-----/-----  
place date

SPED LIMITED LIABILITY COMPANY  
6 Legionów Street, 43-300 Bielsko-Biała

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-----  
-----  
Data (name, address, contact e-mail)

WITHDRAWAL

I/We ----- hereby inform(\*) of my/our withdrawal from the Agreement for the provision of Services:

- a) -----,
- b) -----,
- c) -----,
- d) -----,

Information regarding the service purchased (please mark the appropriate):

- Order number: -----
- Proof of payment of the fee (e.g., transfer receipt): -----
- Other: -----

Bank account number for reimbursement:

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Name of bank account holder: -----

Date	Signature(s) (only if the form is sent in hard copy)

**Annex No. 2 to the Terms and Conditions  
Informing about the right to withdraw from the Agreement.**

You have the right to withdraw from this agreement within 14 days without giving any reason.

The deadline for withdrawal from the Agreement expires after 14 days from the date of conclusion of the agreement.

To exercise your right of withdrawal, you must inform us of your decision to withdraw from this agreement by an unequivocal statement (for example, a letter sent by mail or e-mail).

You can use the model withdrawal form, but it is not mandatory.

To comply with the withdrawal period, it is sufficient for you to send information regarding the exercise of your right of withdrawal before the expiry of the withdrawal period.

In the event of withdrawal from this agreement, we will return to you all payments received from you, including the costs of delivery (except for the additional costs resulting from your choice of a delivery method other than the cheapest ordinary delivery method offered by us), immediately and in any event no later than 14 days from the day on which we are informed of your decision to exercise your right of withdrawal from this agreement. We will refund the payment using the same means of payment that you used in the original transaction unless you have expressly agreed otherwise; in any case, you will not incur any fees in connection with this refund.

The right of withdrawal from an agreement concluded at a distance by a Consumer and Entrepreneur with the rights of a Consumer is excluded in the cases specified in Article 38 of the Law of May 30, 2014. with consumer rights, in particular, the right to withdraw from a agreement concluded off-premises or at a distance does not apply to a Consumer / Entrepreneur with the rights of a Consumer regarding agreements for the provision of services, if the entrepreneur (SPED) has fully performed the service with the express consent of the Consumer / Entrepreneur with the rights of the Consumer, who was informed before the start of the service, that after the performance by the entrepreneur (SPED) will lose the right to withdraw from the agreement.