

# GENERAL TERMS AND CONDITIONS OF USE OF CLASTIFY PLATFORM

*Version effective as of March 3rd, 2022*

These General Terms and Conditions of Using the CLASTIFY Platform (hereinafter also referred to as: **GT&C**) have been drawn up by CLASTIFY Spółka z ograniczoną odpowiedzialnością based in Warsaw, Poland (hereinafter also: **CLASTIFY**) pursuant to Article 8 (1), (3) and (4) of the Act of 18 July 2002 on Providing Services by Electronic Means (Journal of Laws of 2020, item 344 as amended).

CLASTIFY publishes the GT&C in order to set out the terms and conditions of use for users of the on-line platform available at: <https://www.clastify.com/> (hereinafter also: **Clastify Platform** or **Platform**), through which CLASTIFY enables users to publish and download study materials for the International Baccalaureate (IB).

**By using the Clastify Platform and the services provided by CLASTIFY, Users acknowledge that they have read and agree to be bound by these GT&C.**

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## §1. GENERAL PRINCIPLES

1. The Clastify Platform is run by CLASTIFY Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw, at 16 William Heerlein Lindley Street, 02-013 Warsaw, Poland, KRS [National Court Register Number]: 0000945920, REGON [Statistical Identification Number]: 521036109, NIP [Taxpayer Identification] Number: 7011069370 (hereinafter also: CLASTIFY).
2. The Clastify Platform works according to the principles set out in these GT&C, which in particular define the rights and obligations of Clastify Platform users in relation to mutual sharing of study materials for the International Baccalaureate (IB).
3. Before starting to use the Clastify Platform and before using the services provided through the Platform, the user must carefully read and comply with the provisions of these GT&C and other documents presented by CLASTIFY through the Platform.
4. Beginning to use the Clastify Platform is equivalent to confirmation that the User has read these GT&C and commits to observe them.

## §2. DEFINITIONS

Whenever the following terms are used in the GT&C, they shall be understood as follows:

- a. **CLASTIFY** - CLASTIFY Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw, at 16 William Heerlein Lindley Street, 02-013 Warsaw, Poland, KRS [National Court Register Number]: 0000945920, REGON [Statistical Identification Number]: 521036109, NIP [Taxpayer Identification] Number: 7011069370;
- b. **Clastify PREMIUM** - a type of membership to the Clastify Platform where paid subscription enables the use of additional functionalities of the Platform for a specific period of time, i.e. in particular access to PREMIUM Materials;
- c. **PREMIUM Materials** - learning materials published by Users via the Clastify Platform, which have been granted the status of PREMIUM materials and, therefore, are available only to Users who have purchased the Clastify PREMIUM subscription;
- d. **Platform/Clastify Platform** - a website that allows its Users to share study materials for the International Baccalaureate (IB) with each other, operated by CLASTIFY at: <https://www.clastify.com/>;
- e. **Clastify PREMIUM Subscriber** - a Registered User who has purchased the Clastify PREMIUM subscription;
- f. **User** - any natural person who uses the web-based Platform operated by CLASTIFY;
- g. **Registered User** - a User who has registered on the Clastify Platform and uses it through the account that was created.

## §3. PRELIMINARY CONDITIONS

1. The Clastify Platform makes it possible for the Users to publish and download learning materials for the International Baccalaureate Diploma (IB).
2. Learning materials are made available by the Users free of charge, in an electronic form.
3. Users have the right to use the provided materials only for their own, private purposes (personal use).

#### **§4. TERMS AND CONDITIONS OF USE OF THE PLATFORM**

1. The Clastify Platform is intended for adults, yet persons under age may also view the content of the Clastify Platform.
2. Use of the Platform is free of charge (except the payment of a Clastify PREMIUM subscription fee), voluntary and available to all Internet users.
3. Active connection between the User's tool and the Internet is required in order to use the Platform. The requirements for network connection vary for each tool, however, in each case it is necessary to use a properly installed web browser.
4. The User is obliged to use the Clastify Platform in accordance with its intended purpose, in a manner consistent with the content of these GT&C, the provisions of commonly applicable law and the rules of social coexistence.
5. When using the Clastify Platform, it is specifically prohibited to:
  - a. provide content of an unlawful nature,
  - b. violate in any way the personal rights of other users, CLASTIFY and its employees and related persons,
  - c. in places intended for posting personal data, it is prohibited to provide false personal data, including, in particular, entering someone else's personal data,
  - d. take any actions aimed at interfering in any way with the functioning and software of the Clastify Platform, including, in particular, undertaking hacking activities aimed at breaking the security of the website, uploading any files, applications or programs negatively affecting other users, CLASTIFY, or the Platform (so-called viruses, Trojans, worms, backdoors, malware),
  - e. use the material made available through the Platform other than for personal use.
6. The use of the Clastify Platform may be temporarily impeded or prevented in the event of technical problems or temporary disabling of access to the Platform due to its modernization or improvement of its functionality.

#### **§5. SERVICES PROVIDED WITHIN THE CLASTIFY PLATFORM**

1. Through its Platform, CLASTIFY delivers electronic service to the Users by providing them with tools and IT solutions that make it possible to publish and download learning materials (in particular: text, graphics, video and other).
2. The Clastify Platform enables its Users (depending on the type of membership) in particular to:
  - a. publish materials - the possibility of uploading original learning materials in the form of electronic files to the Platform server in order to store them by CLASTIFY and distribute them to other Users,
  - b. access the materials - the possibility of browsing the content of materials published by Users,
  - c. download materials - the possibility of permanent downloading of shared materials in electronic form to User's tool,
  - d. copy material content - the possibility of copying the content of shared materials by marking a specific part of the content and using the functionality of the User's tool,
  - e. evaluate materials - the possibility of posting electronic comments and evaluations of materials and reviewing them,

- f. *feature requests* - a possibility to submit requests to CLASTIFY in order to introduce new/additional solutions/functionality of the Platform and evaluation of the already existing ones,
  - g. *newsletter* subscription - possibility to receive electronic commercial information about current events, activities and promotions related to the Clastify Platform or about the activities undertaken by CLASTIFY.
3. Depending on the level of membership, the Clastify Platform differentiates and limits a User's access to the services provided by CLASTIFY.
  4. The following types of membership are available:

	<b>UNREGISTERED USER</b>		<b>REGISTERED USER</b>		<b>CLASTIFY PREMIUM SUBSCRIBER</b>	
<b>Publishing materials</b>			✓		✓	
<b>Access to BASIC materials</b>	✓	partial	✓	limited	✓	
<b>Downloading BASIC materials</b>					✓	limited
<b>Access to PREMIUM materials</b>					✓	
<b>Downloading PREMIUM materials</b>					✓	limited
<b>Copying the material content</b>					✓	
<b>Evaluation of materials</b>			✓		✓	
<b>Feature requests</b>			✓		✓	
<b>Newsletter subscription</b>			✓		✓	

## **§6. ACCOUNT REGISTRATION, CLASTIFY MEMBERSHIP**

1. In order to register a User on the Clastify Platform, the User fills in an interactive registration form, in which the User should:
  - a. provide personal information necessary for account registration, i.e. user name, email address and user status related to the International Baccalaureate (IB),
  - b. truthfully - confirm to have read all of the provisions of these GT&C and the Privacy Policy and you accept them,
  - c. /optionally/ agree to subscribe to the newsletter.
2. After filling in the registration form, the User's e-mail address is verified by e-mail. Once this is done, the User receives the status of a Registered User of the Clastify Platform.
3. Upon verification of the User's email address, an agreement for the provision of services by electronic means is concluded between the User

and CLASTIFY for an indefinite period of time, the content of which constitutes in particular the present GT&C.

4. A registered User of the Platform has the possibility to personalize the user's profile and may use the functionalities of the Clastify Platform, according to the table available in §5 (4) of the present GT&C.
5. The User is required to keep their account and password confidential.

#### **§7. CLASTIFY PREMIUM**

1. A User who wishes to use the functionalities of the Platform provided by the Clastify PREMIUM subscription may purchase a monthly/semi-annual/annual subscription as per the price list provided on the Clastify Platform.
2. Depending on the type of subscription selected by the User, the subscription is granted for a monthly/semi-annual/annual period. After the end of a given subscription period, each subsequent Clastify PREMIUM subscription is renewed automatically, unless the User opts out of the subscription renewal through the User's account or by sending the appropriate information to: [support@clastify.com](mailto:support@clastify.com), which can be done by the User any time before the end of the ongoing subscription period. The subscription renewal is for an indefinite period and is charged on a monthly basis, with the option to terminate the subscription at any time.
3. Payment processing of Clastify PREMIUM subscription is done by a third party payment transaction processor, and CLASTIFY does not collect the User's payment card data - this information is transferred directly to the third party payment processor.
4. Due to the nature of the digital service, which is Clastify PREMIUM subscription, at the moment of ordering the subscription it is necessary for the User to agree for immediate performance of the service (before the expiry of the 14-day period for withdrawal from the agreement concluded remotely), which involves the loss of the User's right to withdraw from the agreement concluded with CLASTIFY.
5. The above is based on Article 38 (13) of the Consumer Rights Act, according to which the right to withdraw from an agreement concluded off-premises or remotely is not granted to the consumer in relation to agreements for the supply of digital content which is not recorded on a tangible medium, if delivery of the service began with the consumer's explicit consent before the expiry of the deadline for withdrawal from the agreement and after the entrepreneur has informed the consumer about the loss of the right to withdraw from the agreement.
6. The Clastify PREMIUM Subscriber may use the functionalities of the Clastify Platform in accordance with the table indicated in §5 (4) of these GT&C.
7. CLASTIFY may change the subscription fees at any time, but the Clastify PREMIUM Subscribers will not have their fees changed until the end of the current subscription (in which case the fees will change from the moment of any renewal of the next subscription).
8. For the avoidance of doubt, it is indicated that the subscription fees that have been paid are non-refundable, except as provided for in generally applicable regulations.

#### **§8. PUBLICATION OF LEARNING MATERIALS**

1. The Clastify Platform is intended for publication of materials that are helpful in studying for the International Baccalaureate (IB).
2. Each User is allowed to publish at the Clastify Platform only such materials to which he/she has full personal and economic copyright. This means that

- a Registered User is allowed to publish only materials of which he/she is the sole author.
3. Materials containing personal data, image, trademarks or other information subject to special legal protection may be published via the Clastify Platform only if the User has obtained all legally required permissions.
  4. Shared materials and comments may not contain any content:
    - a. of an unlawful nature,
    - b. of an offensive nature,
    - c. inciting hatred on the grounds of national, ethnic, racial or religious differences or on the grounds of the lack of religious beliefs,
    - d. inciting to commit a crime or a criminal offence,
    - e. offending religious feelings,
    - f. violating any rights of third parties.
  5. By publishing materials on the Clastify Platform, the User confirms that the material complies with the requirements set out in these GT&C.
  6. The User takes full responsibility for the nature and legality of the material provided and the comments made.
  7. CLASTIFY is not responsible for the content of materials made available by the Users, subject to the provision of Article 14 of the Act on Provision of Services by Electronic Means.
  8. The User shall not be entitled to any remuneration for publishing the materials, subject to §14 of these GT&C.

#### **§9. LICENSE FOR SHARED MATERIALS**

By publishing materials, a User:

- a. grants CLASTIFY a free, non-exclusive, territorially and temporally unlimited license to disseminate the provided materials via the Clastify Platform (public display) and to use them, i.e. in particular to read their content and modify them in order to qualify them as BASIC or PREMIUM materials and to evaluate them if necessary,
- b. grants other Users a free, non-exclusive, territorially and temporarily unlimited license for private use of learning materials, i.e. in particular to read their content and download them to the User's own tool,

subject to §12 and §14 (7) of these GT&C.

#### **§10. USING THE LEARNING MATERIALS**

1. Each User shall only be entitled to make private use of materials accessed through the Clastify Platform.
2. Each User is obliged to respect the author's copyrights to the work, and in particular, does not have the right to further distribute, resell or make any commercial use of materials of which he or she is not the author.
3. Any use by the User, for any purpose other than his/her private one, of any of the elements comprising the content and contents of the provided learning materials constitutes an infringement of the copyright vested in the providing User and may result in civil (both with respect to the creator and CLASTIFY) and criminal liability.

#### **§11. UNLAWFUL MATERIALS**

1. CLASTIFY shall react to all reported unlawful content of materials made available on the Platform, in particular to reports of infringement of copyright or other intellectual property rights.
2. In the event that CLASTIFY becomes aware of any unlawful content of materials made available on the Platform, CLASTIFY shall immediately

remove the materials in question from the Platform, and the User may be held liable under generally applicable regulations both to CLASTIFY and to any third party(parties).

3. In the case referred to in item 2 above, CLASTIFY shall also have the right to remove the User's account from the Clastify Platform.

## **§12. REMOVAL OF USER'S ACCOUNT AND MATERIALS**

1. Removal of the User's materials or account (and with it all of their materials) from the Clastify Platform may be accomplished by emailing CLASTIFY individually with such intent by the User.
2. The notification may also be made by using a dedicated interactive form available on the Platform.
3. Immediately upon receipt of the request CLASTIFY will remove the material in question or the User's account (including all of their materials) from the Platform, excluding the materials published against remuneration.
4. By deleting the User's account from the Clastify Platform, the agreement for the provision of electronic services concluded between CLASTIFY and the User is terminated.
5. Deletion of materials from the Clastify Platform has the effect that, as of the date of their deletion, the license granted to them expires for the future - this means that as of this date CLASTIFY cannot distribute and use the originally published materials, and the Users do not have access to these materials.
6. Deletion of an account from the Clastify Platform has the effect that, as of the date of deletion, the license granted to all materials expires for the future - this means that as of this date CLASTIFY shall not distribute or use the originally published materials, and the Users shall not have access to these materials.

## **§ 13. NEWSLETTER SUBSCRIPTION**

1. CLASTIFY allows Users to subscribe to a newsletter, which is a service that sends the User commercial information about current events, activities and promotions related to CLASTIFY's business or activities carried out by CLASTIFY.
2. In order to use the newsletter service all of the following are required:
  - a. indication of the User's electronic mail address (e-mail address) in the place intended for this purpose or by expressing such an intention in a different way, i.e., in particular, by sending the appropriate information to the following address: [support@clastify.com](mailto:support@clastify.com)
  - b. agree to receive commercial information and to process personal data related to the provision of this service.
3. The provision of the newsletter service starts when the User effectively performs the actions specified in item 2.
4. Resignation from the newsletter service may take place at any time, by using the unsubscribe link or by sending such information to the following address: [support@clastify.com](mailto:support@clastify.com)

## **§14. PUBLICATION OF MATERIALS AGAINST REMUNERATION**

1. CLASTIFY allows the Users who are International Baccalaureate (IB) graduates to publish essays on the Clastify Platform for a fee of \$7/essay provided the following requirements are met:
  - a. The essay shall be exclusively authored by an International Baccalaureate (IB) graduate,

- b. The User will acknowledge to have read these GT&C and the Privacy Policy and accept all their provisions,
  - c. The User will submit the essay to CLASTIFY using the dedicated "Earn By Uploading Your IAs" form, together with a scan of the results confirming the grade received and all the necessary data in the form,
  - d. after formal and content-related verification of the essay by specialists appointed by CLASTIFY, CLASTIFY will either confirm that the essay meets the requirements for publication against remuneration or will rejected it (without the right to remuneration).
2. CLASTIFY stipulates that formal and content-related verification of submitted essays will be solely discretionary, which means that CLASTIFY and its appointed specialists will make a subjective (dependent only on them) assessment of each submitted essay. In particular, the grade (degree) received by the User will not affect the verification by CLASTIFY.
3. The essay is verified within 3 days of its receipt by CLASTIFY.
4. Once the essay is verified, the User will receive an email containing information about the decision made by CLASTIFY regarding the granting (or not - in case the essay is rejected for publication) of remuneration for publishing the essay on the Clastify Platform.
5. If the User wishes to receive the remuneration granted, he/she must confirm this wish using the dedicated button in the email. By accepting the remuneration granted, the User:
  - a. grants CLASTIFY a paid, non-exclusive, territorially unlimited license for a period of 10 years to disseminate the provided materials via the Clastify Platform (public display) and to use them, i.e. in particular to read their content, modify them and add comments in order to evaluate them,
  - b. grants other Users a free, non-exclusive, territorially unlimited license for a period of 10 years for private use of learning materials, i.e. in particular to read their content and download them to the User's own tool,
6. If the remuneration for publication of an essay is awarded and upon acceptance by the User, CLASTIFY will transfer the amount of \$7 to the User's account indicated in the "Earn By Uploading Your IAs" form within 7 days of receiving the acceptance. CLASTIFY informs that the amount of \$7 may be reduced for reasons beyond the CLASTIFY's control, i.e. as a result of deducting any bank charges for making an international transfer.
7. Once the transfer has been made, CLASTIFY publishes the essay on the Platform under the terms of these GT&C, unless they contradict the provisions of this paragraph.
8. In the case of a refusal to grant remuneration for the publication of an essay (rejection), the User may decide to publish the material without remuneration, in accordance with the provisions of these GT&C.

## **§ 15 PERSONAL DATA PROCESSING AND COOKIES**

1. The processing of personal data provided by users as part of the use of the Clastify Platform is carried out in accordance with the provisions of generally applicable law, i.e. in particular in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April



2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) - the so-called "GDPR", the Polish Data Protection Act and the Polish Act on the Provision of Electronic Services.

2. The controller of Personal Data submitted via the Clastify Platform is CLASTIFY Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw, at 16 William Heerlein Lindley Street, 02-013 Warsaw, Poland, KRS [National Court Register Number]: 0000945920, REGON [Statistical Identification Number]: 521036109, NIP [Taxpayer Identification] Number: 7011069370, e-mail: [support@clastify.com](mailto:support@clastify.com).
3. The detailed rules governing the processing of personal data, including in particular a number of rights held by the User in this respect, as well as the basis for data processing are made available to the User at the moment of submitting personal data (e.g. during account registration) and are subsequently available at any time in the privacy policy of CLASTIFY at: <https://d2oe9foggkc3hl.cloudfront.net/static/legal/privacy-policy.pdf>
4. During the operation of the Clastify Platform, information contained in users' cookies is collected automatically to ensure proper operation of the Platform, to maintain and enhance its functionality, and to enable external advertising campaigns. For more information please refer to CLASTIFY's Privacy Policy available at: <https://d2oe9foggkc3hl.cloudfront.net/static/legal/privacy-policy.pdf>

#### **§16. PROTECTION OF CLASTIFY'S INTELLECTUAL PROPERTY**

1. The Clastify platform and its original content (excluding content provided by Users) is owned by CLASTIFY and is subject to the copyright protection belonging to CLASTIFY and its licensors.
2. CLASTIFY's trademarks and graphic design may not be used by others in connection with any product or service without CLASTIFY's prior written consent.

#### **§17. COMPLAINTS PROCEDURE**

1. Any complaints concerning the services that are provided may be filed at CLASTIFY in electronic form by email sent to: [support@clastify.com](mailto:support@clastify.com)
2. A complaint shall contain contact details of the complainant, which shall allow to provide a reply to the complaint, as well as a detailed description of the problem, i.e. in particular it shall include reasons for the complaint and the User's expectations towards CLASTIFY.
3. Complaints shall be examined within 14 days of the date of receipt of a complaint containing all the elements specified in item 2.

#### **§18. FINAL PROVISIONS**

1. In matters not regulated by these GT&C, generally applicable Polish regulations shall apply.
2. For matters arising in connection with the provision of electronic services covered by these GT&C, the applicable law is Polish law. However, if the provisions that apply in the consumer's state are more favourable to the consumer and if they cannot be excluded by agreement, they will apply in the agreement concluded through the Clastify Platform.
3. The Parties shall attempt to resolve any disputes arising out of these GT&C amicably.
4. Should any provisions of these GT&C be or become invalid, the remaining provisions of these GT&C shall continue to be valid, unless the

circumstances indicate that without the invalid provisions the action would not have been performed. The parties undertake to immediately begin negotiations in order to replace the invalid provisions with a regulation that is as close as possible to the economic purpose of the invalid provision.

5. CLASTIFY may change or update these GT&C, in particular to:
  - a. take into account changes in the services or the way of carrying out business activities (e.g. new services, features, technologies, prices or benefits),
  - b. take into account changes resulting from legal or security regulations,
  - c. prevent fraud or damage.

If CLASTIFY makes changes to the GT&C, the Registered Users will be notified by email of the change with the option to terminate the agreement for provision of electronic services.

6. Archived versions of these GT&C are available at any time at a request of the User.
7. These GT&C have been prepared in two language versions: Polish and English. In case of doubts concerning interpretation, the Polish version shall be binding.
8. Please find below the contact details of CLASTIFY:

CLASTIFY Spółka z ograniczoną odpowiedzialnością  
ul. Williama Heerleina Lindleya 16  
02-013 Warsaw  
e-mail: [support@clastify.com](mailto:support@clastify.com)