

ONLINE ORDER AND PAYMENT TERMS AND CONDITIONS

1. Definitions

For the purposes of these Terms and Conditions, the following terms have the following meaning:

- 1.1. **Customer** – a natural or legal person who purchases a Service from ASW;
- 1.2. **Consumer** - a Customer who is a natural person and who purchases a Service for purposes not directly related to their business or professional activity;
- 1.3. **Order** – a declaration submitted by the Customer online, aimed at conclusion of a Service purchase contract with ASW;
- 1.4. **Site** – the website of ASW available at: [American School of Warsaw | ASW \(aswarsaw.org\)](http://American School of Warsaw | ASW (aswarsaw.org)), or any other website at which ASW offers its Services;
- 1.5. **Service** – a service provided by ASW to Customers, including trips for children, events organized by ASW;
- 1.6. **T&C** – these Terms and Conditions;
- 1.7. **ASW**– American School of Warsaw based in Bielawa, ul. Warszawska 202, 05-520 Konstancin-Jeziorna NIP 5212980170 REGON 016045616-00034;
- 1.8. **TPay** –payment system of Krajowy Integrator Płatności S.A. based in Poznań, plac Andersa 3, 17th floor, 61-894 Poznań, entered into the register of entrepreneurs kept by the District Court Poznań – Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register under number 0000412357, NIP 7773061579, REGON 300878437, with a share capital of PLN 5,494,980 paid in full .

2. General Provisions

- 2.1. The T&C govern the online purchase of selected ASW Services and/or electronic payment for Services purchased offline.
- 2.2. American School of Warsaw based in Bielawa is the provider of the Services.
- 2.3. You can contact ASW by:
 - a) telephone: +48 22 702 8500
 - b) e-mail: aswbusinessoffice@aswarsaw.org
 - c) post: Bielawa, ul. Warszawska 202, 05-520 Konstancin-Jeziorna
- 2.4. If you wish to purchase Services online or make an electronic payment for such Services, you must agree to be bound by the T&C.

3. Technical Requirements

- 3.1. In order to purchase Services online or make electronic payments for Services purchased offline, you will need:
 - a) access to the Internet;

- b) an active e-mail account;
- c) mobile device operating system: Android version 5.0. or higher or iOS version 10.0 or higher.

4. Online Orders

- 4.1. This section 4 applies only if the Customer places online Orders for Services via the interactive form available on the Site or in the Power School system.
- 4.2. The Customer completes the mandatory fields of the interactive form, including the Customer's details (name, surname, e-mail address) and delivery address.
- 4.3. All prices of Services are indicated in the Order form and are expressed in Polish zlotys and include all components, including goods and services tax at the applicable rate.
- 4.4. An order is placed when the "Proceed to payment" option is selected by the Customer under a correctly completed Order form. If the completed form contains errors making it impossible to complete the Order, an error message will appear on the screen. In such a situation, placing an Order will be possible after the Customer corrects the incorrect data in the form and selects the "Proceed to payment" command again.
- 4.5. Each time before the Customer clicks "I accept the order with the obligation to pay", information about the total price for the Services and any additional costs that the Customer is obliged to incur in connection with the Order appear on the screen (for example, costs of delivery (if applicable)).
- 4.6. Before placing an Order, the Customer is obliged to accept these T&C and the Privacy Policy by ticking a box under the Order form.
- 4.7. The Order completion date is always indicated in the Order form for a given Service.
- 4.8. Placing an Order, on the terms described herein, is tantamount to concluding a contract for the provision of Services.
- 4.9. After an Order is placed, ASW confirms to the Customer the terms of the Order on a durable medium by via e-mail sent to the address indicated in the Order Form.
- 4.10. ASW provides the Customer with a sales document in the form of a fiscal receipt for the Consumer or a VAT invoice for a non-Consumer. The sales document confirms the content of the Order placed.

5. Online Payment for Selected Services

- 5.1. ASW also enables Customers to pay online for selected Services, by activating a link or a QR code on the invoice. In such a case:
 - a) the Customer concludes a contract with ASW via Power School, by exchanging document scans by e-mail or on paper;
 - b) ASW issues an invoice to the Customer;
 - c) ASW includes an electronic payment link or QR code on the invoice;

- d) the Customer clicks on the link on the invoice received from ASW online or scans the QR code;
- e) the Customer accepts the T&C;
- f) the Customer is redirected to the TPay website where they pay for the purchased Services.

6. Payment Service Provider

- 6.1. The following payment methods are available: electronic payments, bank transfer to the appropriate account as described on the invoice.
- 6.2. Electronic payments for Services are processed in the TPay payment system.
- 6.3. TPay is a payment service provider and personal data controller independent of ASW, so payments are made based on TPay regulations, which the Customer accepts by submitting a payment instruction. TPay Regulations are available at: https://tpay.com/user/assets/files_for_download/regulamin.pdf.

7. Cancellation

- 7.1. A Customer who is a Consumer may cancel an Order placed online (section 4 above) in accordance with the rules set out in Appendix 1 hereto – “Information on the Right to Cancel” within 14 days from placing the Order.
- 7.2. The Consumer’s right to cancel shall not apply in situations stipulated in Art. 38 of the Act of 30 May 2014 on consumer rights, i.e., i.a., to:
 - a) service contracts whereunder the consumer is obliged to pay the price for the services, if the entrepreneur has performed the service in full, with the express and prior consent of the consumer, who was informed before the start of the performance that after the performance by the entrepreneur they will lose the right to cancel, and has accepted it;
 - b) service contracts relating to accommodation, other than for residential purposes, transportation of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract specifies the day or period of the service –;
- 7.3. The exceptions from section 7.2. above may apply to Services ordered under the T&C.
- 7.4. The Consumer’s right to cancel shall not apply if the Customer concludes a contract with ASW offline (ie. In a paper form), but the payment is made online by activating a link or a QR code on the invoice (section 5 above).

8. Complaints

- 8.1. ASW shall be responsible for the compliance of the performance with the Order.
- 8.2. Complaints regarding Services provided under the T&C should be submitted by e-mail to the following address: aswbusinessoffice@aswarsaw.org or in writing to the following address Bielawa, ul. Warszawska 202, 05-520 Konstancin-Jeziorna . ASW shall consider the complaint and reply within 14 (fourteen) days from the date of its receipt.

- 8.3. A reply to a complaint shall be sent to the Customer's address indicated in the complaint, and you may also provide us with another address to which a reply to the complaint should be sent.
- 8.4. If you are a Consumer, you can also access dispute resolution tools to facilitate the resolution of consumer disputes by electronic means. The European Online Dispute Resolution ("ODR") platform is available at <https://ec.europa.eu/consumers/odr>.

9. Privacy

- 9.1. The American School of Warsaw based in Bielawa is the controller of data provided by Customers during the ordering process on the Site or in the Power School System.
- 9.2. We store all information you enter on the Site/in the Power School System during the ordering process, along with your IP address. We do not store your credit/debit card or any bank details as these are entered in the TPay payment system. TPay is a separate data controller for the online payment service.
- 9.3. If you contact us about your Order, we may also store brief notes with your Order regarding the outcome of this communication, to allow us to complete the Order successfully.
- 9.4. If you email us about your Order, account or any other matter, we will retain this email correspondence in our email system. As noted above, we may also record brief notes about the outcome of the email correspondence with your Order to allow us to complete the Order.
- 9.5. More details about ASW's privacy practices are outlined in our Privacy Policy, available on our Site. .
- 9.6. If you have any questions or require any clarification, or further details regarding our Privacy Policy or our processing of your personal information, please email us at dpo@aswarsaw.org.

10. Intellectual Property Rights

- 10.1. All intellectual property rights, including economic copyrights to the Site, the content posted on it (word and graphic) and the ASW trademark are vested in ASW and are in no way transferred to the Customer nor is a license to use them granted.
- 10.2. Unauthorized use, copying, reproduction, modification, publication, republication, uploading, framing, downloading, posting, transmitting, distributing, duplicating or any other misuse of any of the material placed on the Site is strictly prohibited.
- 10.3. The Customer shall not post any illegal content on the Site or transmit, post, send, upload, distribute, submit or otherwise make available on the Site any content that is false, harmful, threatening, abusive, tortious, defamatory, libelous, disparaging (including disparaging of ASW), vulgar, obscene, pornographic or that promotes violence, racial hatred, terrorism or illegal acts.

11. Modifications

11.1. ASW reserves the right to change the T&C for important technical, legal or organizational reasons.

11.2. For changes to the T&C (except for changes that clearly do not affect your rights and obligations), ASW shall place a notice on the Site by revising the link on the homepage to read substantially as “Updated T&C” for a reasonable amount of time. The changes shall not apply to Services provided or Orders placed before such change. The most current version of the T&C shall be available on the Site and shall supersede all previous versions of the T&C.

12. Governing Law

12.1. The T&C and Orders placed under the T&C shall be exclusively governed by and construed in accordance with the laws of Poland.

12.2. Any and all disputes and claims arising out of or in connection with the T&C shall be settled by Polish courts.

13. Contact Information

For any inquiries regarding the T&C or our Services, please contact us at aswbusinessoffice@aswarsaw.org.

Appendix 1

INFORMATION ON THE RIGHT TO CANCEL

Consumer's Right to Cancel

1. The right of the Customer to cancel an Order: the Consumer may cancel an Order within 14 days of placing the Order.
2. The Consumer may cancel an Order by letter sent to: American School of Warsaw, Bielawa, ul. Warszawska 202, 05-520 Konstancin-Jeziorna or by email sent to aswbusinessoffice@aswarsaw.org. The Consumer may use the cancellation notice form attached as Appendix 2, but this is not obligatory.
3. In order to comply with the cancellation period, it is sufficient to send information concerning the exercise of the Consumer's right to cancel the Order before the cancellation period has expired (14 days from placing the Order).
4. Consequences of cancellation of the Order by the Consumer:
 - a. The exercise of the right to cancel the Order shall render the Order deemed not to have been placed;
 - b. In case of cancellation of the Order, ASW shall refund to the Consumer all payments received, including the costs of delivery under the Order (except for the additional costs resulting from the delivery method chosen by the Consumer other than the cheapest ordinary delivery method offered by ASW);
 - c. The Consumer shall be obliged to return the products ordered (if applicable) and ASW shall be obliged to reimburse the payments made (the reimbursement of the delivery costs shall follow the same rules as for the order). In this case, the Consumer shall receive a refund of all payments, including the costs of delivery of the items (if applicable), immediately and, in any event, no later than 14 days from the date on which they inform ASW of their decision to exercise the right to cancel;
 - d. ASW shall refund the payment using the same payment method that the Consumer used when placing the Order, unless the Consumer has expressly agreed otherwise;

Appendix 2

ORDER CANCELLATION FORM

(fill in and send back, only if you wish to cancel)

I _____ hereby inform that I cancel the order of the following Services

- Service: _____
- Date of the order : _____
- Name and surname of the Customer _____
- Address of the Customer _____
- Signature of the Customer (only if the cancellation form is sent in paper form):

- Date: _____

*delete as appropriate

Last Updated: February 2024