

Terms of Use of my.beyond.pl

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Welcome! As part of our commitment to you, we have prepared these Terms to ensure the smooth and satisfactory use of our services. Please read these Terms carefully, as they contain important information and limitations regarding the use of our services. These Terms constitute a binding agreement between us, Beyond Solutions Sp. z o.o., based in Poland (referred to as “Beyond Solutions”, “we”, “us”, or the “Company”) and you, the Entrepreneur, whether you are acting as a natural person, on behalf of a legal entity, or on behalf of an organizational unit (referred to as “User”, “Client”, or “you”).

Each time you use the services provided through the website my.beyond.pl and related platforms (hereinafter collectively referred to as the “Services”), you are subject to these Terms of Use, including

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any additional terms, notices, and policies, as well as all other binding documents applicable between the parties (collectively referred to as the “Terms” or the “Agreement”).

YOUR CONTINUED USE OF THE SERVICES IS CONDITIONED UPON YOUR ACCEPTANCE OF AND COMPLIANCE WITH THESE TERMS.

By accessing or using the Services in any way, including but not limited to visiting or browsing the websites, creating an account, or submitting content or other materials to the Services, you expressly understand, acknowledge, and agree to be bound by these Terms. In addition to these Terms, our Privacy Policy governs how the Company collects, stores, and protects your personal data in connection with the use of the Services.

Through my.beyond.pl, you will be able to order selected Services from the offer provided either by us or by Beyond.pl Sp. z o.o., based in Poznań.

If you select services from our offer, the Terms of Service, Acceptable Use Policy, Privacy Policy, and Licensing Terms constitute an integral part of these Terms and are incorporated herein by reference as if fully stated herein.

If you select services from the offer of Beyond.pl Sp. z o.o., the respective Terms of Service, Acceptable Use Policy, Privacy Policy, and Licensing Terms constitute a separate agreement concluded directly between you and Beyond.pl Sp. z o.o. These Terms form an integral part of such an agreement as its appendix.

1. OUR ELECTRONIC SERVICES

Under these Terms, we provide the following Services:

1.1 ACCOUNT

The Account service becomes available upon registration under the rules set out in these Terms and consists of providing you with a dedicated panel, allowing you to, among other things: order Services offered by us, order Services offered by Beyond.pl, browse available offers, view the billing history with a given entity, communicate with us, participate in marketing campaigns including contests and promotions defined in separate documents, and use other available functionalities provided by us or Beyond.pl.

To create an Account, you must:

- (a) Access the website at <https://my.beyond.pl>;
- (b) Provide an active phone number for verification and to receive a code required for Account registration;
- (c) Complete the registration form by entering the code received by phone (as per point b above), choosing a login, and creating a password;
- (d) Accept the Terms — this is a required condition for Account creation, which is confirmed by checking the appropriate acceptance boxes;

(e) Confirm the data you have entered.

Successful completion of all the above steps, followed by our verification and approval, will result in the sending of an email with an activation link for the Account. The Account is considered created only upon successful activation via the link mentioned above.

During the registration process, you are required to provide truthful information. Providing false, incomplete, or third-party information is strictly prohibited. Neither we nor Beyond.pl are liable for any incomplete or false data you submit.

By creating an Account and using the Services provided by us or Beyond.pl, you represent and warrant that:

- (i) You are an Entrepreneur, meaning a natural person, legal entity, or organizational unit without legal personality granted legal capacity by law, conducting business or professional activity and performing legal acts directly related to such activity;
- (ii) The information provided by you is accurate and truthful;
- (iii) Your use of the Services does not violate any applicable laws or regulations;
- (iv) You have full legal capacity or other legal authorization to enter into this Agreement.

Once logged in, you are obliged to update your data in the event of any changes. Editable data may be modified after logging into your Account.

To ensure the security of our Services, we require you to keep your login credentials confidential and secure. You may not share your login information with third parties. You are solely responsible for all actions taken through your Account. If you detect or suspect a security breach or unauthorized use of your Account, you must immediately notify Beyond.pl.

The Account service is provided free of charge and for an indefinite period.

You may cancel the Account service at any time and without giving a reason, which will result in the deletion of all data stored in the Account. You may do so by sending a request to us via email at: help.desk@beyond.pl. **However, deletion of the Account is only possible if there are no active paid Services ordered via the Account provided under this Agreement.**

If no such Services remain active, submitting the request will constitute termination of this Agreement, deletion of the Account, and removal of all data stored therein.

We also reserve the right to terminate and cease providing the Account service with a 7-day notice period in the event of:

- (a) Your breach of the Terms;
- (b) Submission of false, fictitious, or outdated information during registration;
- (c) Use of the Account for purposes inconsistent with its intended use or detrimental to third parties.

Our termination notice will be sent to the email address you provided during registration. The Agreement for the Account service will terminate at the end of the notice period. After the termination of this Agreement, the Company may, without obligation (unless otherwise required by law), delete any of your Content or data in our possession, including file systems, memory blocks, virtual machines, and usage data related to the Account, without any liability. However, we may retain a copy of such data in accordance with our internal data retention policies and Privacy Policy.

1.2 NEWSLETTER

Both we and Beyond.pl may provide a Newsletter Service, which involves sending information via email regarding goods, services, promotions, offers, campaigns, and events. To use the Newsletter Service, you must provide an email address to which the newsletter will be sent.

Any User may subscribe to the Newsletter by entering their email address using the registration form. After creating an Account, you may subscribe to the Newsletter at any time by selecting the appropriate consents in your Account panel. At that moment, an agreement for the provision of the Newsletter Service by electronic means is concluded.

You will only receive the Newsletter if you have subscribed to it.

The Newsletter Service is provided free of charge and for an indefinite period.

You may unsubscribe from the Newsletter at any time by clicking the unsubscribe link included in every email sent as part of the Newsletter Service or by disabling the appropriate option in your Account panel.

Similarly, both we and Beyond.pl reserve the right to suspend or terminate the Newsletter Service at any time, at our sole discretion, with or without reason, and with or without prior notice.

1.3 LEAD MAGNETS

Both we and Beyond.pl may provide the LM Service, which consists of free Digital Content such as e-books, online courses, webinars, as well as Digital Content in the form of a Newsletter.

The conclusion of the Lead Magnet Agreement involves the delivery of free Digital Content by us or Beyond.pl, as described, for an indefinite period until the LM Agreement is terminated.

The Lead Magnet will be delivered immediately upon the conclusion of the LM Agreement, i.e., after personal data has been provided and the checkbox has been accepted.

A Lead Magnet in the form of an e-book will be delivered as a PDF file accessible on computers, tablets, and smartphones. A Lead Magnet in the form of an email course will be sent to the email address provided during subscription. The Newsletter will be delivered electronically by email to the address provided upon subscription. If a specific Lead Magnet requires special software for proper operation, this information will be clearly stated in its description.

You may terminate the Lead Magnet Agreement at any time by clicking the unsubscribe link provided in any email. Personal data submitted for the purpose of concluding the Lead Magnet Agreement will

be processed for the duration of the service and stored for archival purposes to enable proof of your prior agreement.

If the Lead Magnet is not in conformity with the LM Agreement, the User may request that it be brought into conformity.

A Lead Magnet is considered non-conforming with the LM Agreement if:

- (a) its description, type, quantity, quality, completeness, functionality, compatibility, or interoperability does not match what is specified in the LM Agreement;
- (b) it is not provided in the specified quantity or lacks durability, continuity, security, functionality, compatibility, or availability that is typical for this type of Lead Magnet and which the User may reasonably expect, taking into account its nature;
- (c) it is not suitable for its usual intended purpose, in accordance with legal requirements, technical standards, or good practice;
- (d) it is not delivered with accessories and instructions that could reasonably be expected.

In such cases, we will bring the Lead Magnet into conformity with the LM Agreement within a reasonable time after being informed by you of the lack of conformity, taking into account the nature and intended use of the Lead Magnet.

You may withdraw from the LM Agreement if:

- (a) we or Beyond.pl refuse to bring the Lead Magnet into conformity;
- (b) the Lead Magnet is not brought into conformity;
- (c) the lack of conformity persists despite attempts to remedy it.

A complaint regarding the non-conformity of the Lead Magnet with the LM Agreement may be submitted in any form. You will receive a response regarding the outcome of your complaint within 14 days from the day following its receipt.

For Lead Magnets that allow you to create, process, store, or access data in digital form—or to share such data generated by you or other users—if you withdraw from the LM Agreement due to non-conformity, neither we nor Beyond.pl will use any data other than the personal data provided or generated by you while using the Lead Magnet, except for content that:

- (a) is useful only in connection with the digital content that constituted the Lead Magnet and was the subject of the LM Agreement;
- (b) relates solely to your activity during the use of the Lead Magnet and was the subject of the LM Agreement;
- (c) has been combined by us or Beyond.pl with other data and cannot be separated without undue effort;
- (d) was jointly generated by you and others who may still use it.

You may terminate the Lead Magnet Agreement at any time without notice. To do so, simply send us a statement (in any form to our contact information) or click the unsubscribe link found in the footer of every email sent as part of the Newsletter.

2. TERMS OF SERVICE USE

To use the Service, including cooperation with our IT system, you are required to have: (i) a device that enables access to the Internet, (ii) a computer with software that allows Internet browsing, (iii) Internet access, (iv) an Internet browser such as Firefox 133 or newer, Microsoft Edge 121 or newer, Chrome 131 or newer, or Opera 107 or newer or Safari 17 or newer, (v) an active email account, (vi) the use of certain applications or functionalities provided by us or by Beyond.pl may require the installation of software such as Java or JavaScript.

If you use hardware or software that does not meet the technical requirements set out in these Terms, we do not guarantee the proper functioning of the Account or the performance of the Agreement.

Costs arising from your use of the Internet depend on the price list of your telecommunications operator or Internet service provider. These costs, along with any other expenses associated with meeting the technical requirements set out in these Terms, are solely your responsibility.

You have access to your Account 24 hours a day, every day of the year. However, we reserve the right to temporarily suspend Account functionality for maintenance purposes or due to necessary updates or technical infrastructure upgrades.

Due to the public nature of the Internet and the use of services provided electronically, there is a risk of unauthorized access to and modification of your personal data. Therefore, you should use technical measures that mitigate such risks. In particular, you should use antivirus and identity protection software, apply multi-factor authentication protocols, and choose strong passwords (i.e., passwords consisting of at least 12 characters, including uppercase and lowercase letters, digits, and special characters [e.g., !, @, #, %, &], excluding obvious words, personal data, or usernames, and avoid reusing passwords across multiple accounts or services).

3. YOUR CONTENT

You are solely responsible for any Content that you post, store, or otherwise share on our Services. You represent and warrant that all Content submitted through our Services is truthful, accurate, not misleading, and that you have the right to share it. Your Content must not be misleading, violate any applicable laws, regulations, or these Terms, nor infringe upon or misappropriate the rights of any third parties or other entities. We may, but are not obligated to, at our sole discretion, remove or edit any Content (including comments or reviews), especially if it violates the Acceptable Use Policy.

If any Content includes information about a commonly recognized license (e.g., an open-source license), such Content remains subject to that license even during subsequent access, distribution, or use. Neither party is authorized to remove references to such licenses.

Any Content that you download, access, or use via the Services or from other users is used at your own risk and is subject to these Terms as well as any additional conditions applicable to that Content.

4. THIRD PARTY LINKS AND TOOLS

Some content, products, services, and tools available through our Services may include materials from third parties, provided for your convenience.

Third-party links included in the Services may direct you to websites operated by entities that are not affiliated with the Company. We are not responsible for examining or evaluating the content or its accuracy, and we do not warrant or assume any responsibility or liability for any third-party materials, websites, products, services, or other resources.

We are not liable for any damages or losses resulting from your purchase or use of goods, services, resources, content, or any other transactions made in connection with third-party websites. We strongly recommend that you carefully review the policies and practices of the relevant third-party provider before making any purchase or engaging in any transaction. Any complaints, claims, concerns, or questions regarding third-party products or services should be directed to those third parties, unless we explicitly state otherwise.

5. INTELLECTUAL PROPERTY RIGHTS

Beyond.pl or Beyond Solutions, as applicable, retains full intellectual property rights to the Services and Platforms, including any improvements thereto. All materials developed by Beyond.pl or Beyond Solutions, including the Platforms, designs, code, graphics, interfaces, trademarks, and logos, remain the exclusive property of Beyond.pl or Beyond Solutions. Neither we nor Beyond Solutions grant permission to modify, reproduce, publish, sublicense, or otherwise use our materials without prior express written consent. All rights not expressly granted in these Terms are reserved and belong to us or Beyond Solutions.

If you provide us with comments, suggestions, or feedback regarding the use, performance, functionality, or operation of the Platforms or Services ("Feedback"), you grant us an irrevocable, worldwide, royalty-free, and non-exclusive license to use and commercialize such Feedback for any purpose. These rights shall remain the exclusive property of the Company. You are not entitled to any compensation or reimbursement for providing Feedback unless explicitly agreed otherwise in writing and signed by both parties.

6. TERMINATION OF THE AGREEMENT

You have the right to delete your Account at any time and for any reason, provided that at the time of such deletion no paid Services ordered through the Account are active. This right applies exclusively to free Services made available under these Terms.

Similarly, the Company reserves the right to suspend or terminate your access to the free Services governed by these Terms at any time, at its sole discretion, with or without cause, and with or without prior notice.

Upon termination of this Agreement, the Company may, without obligation to act (unless otherwise required by applicable law), delete any of your Content or data in our possession, including file systems, memory blocks, virtual machines, and usage data associated with your Account, without incurring any liability. However, we may retain a copy of such data in accordance with our internal data retention policies and Privacy Policy.

7. ERRORS AND OMISSIONS

In some cases, the information available within the Services may contain errors, including but not limited to typographical mistakes, inaccuracies, or omissions. Both we and Beyond.pl reserve the right to correct any such errors, inaccuracies, or omissions, and to change or update information or cancel orders if any inaccuracies are identified (including after you have placed an order), at any time and without prior notice.

If a given Service is mistakenly listed at an incorrect price or with inaccurate information due to an error, we and Beyond.pl reserve the right, at our sole discretion, to reject or cancel any orders related to that product.

8. DISCLAIMER OF WARRANTIES

UNLESS EXPRESSLY AGREED OTHERWISE AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES—INCLUDING, WITHOUT LIMITATION, ALL SERVICES, CONTENT, FEATURES, AND MATERIALS—ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. THIS INCLUDES, BUT IS NOT LIMITED TO, WARRANTIES REGARDING INFORMATION, DATA, DATA PROCESSING SERVICES, AVAILABILITY OR UNINTERRUPTED ACCESS, ACCURACY, USEFULNESS OR CONTENT OF INFORMATION, TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE.

WE DO NOT WARRANT THAT THE PLATFORM, SERVICES, CONTENT, FEATURES, OR MATERIALS CONTAINED THEREIN WILL BE TIMELY, SECURE, UNINTERRUPTED, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. WE DO NOT WARRANT THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS. NO ADVICE, RESULTS, OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BEYOND.PL OR BEYOND SOLUTIONS OR THROUGH THE PLATFORM SHALL CONSTITUTE ANY WARRANTY UNLESS EXPRESSLY STATED IN THESE TERMS.

NEITHER WE NOR BEYOND.PL SHALL BE HELD LIABLE FOR ANY DAMAGES OR VIRUSES OR OTHER HARMFUL COMPONENTS THAT MAY INFECT OR DAMAGE YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY DUE TO YOUR ACCESS TO, USE OF, OR BROWSING ON THE PLATFORM, OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO, OR AUDIO FROM IT.

IF YOU ARE DISSATISFIED WITH THE PLATFORM, YOUR SOLE REMEDY IS TO STOP USING IT.

9. LIMITATION OF LIABILITY

BY USING THE SERVICES COVERED BY THESE TERMS, YOU ACKNOWLEDGE THAT NEITHER WE NOR BEYOND.PL SHALL BE LIABLE FOR ANY DAMAGES ARISING FROM THE USE OR INABILITY TO USE OUR SERVICES. THIS INCLUDES, WITHOUT LIMITATION, FAILURES, ERRORS, OMISSIONS, SERVICE INTERRUPTIONS, COMPUTER VIRUSES, NETWORK OR INTERNET OUTAGES, AS WELL AS DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, OR LOSS OR DAMAGE TO PROPERTY—REGARDLESS OF WHETHER LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF BEYOND.PL OR BEYOND SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY RELATED TO THE SERVICES EXCEED PLN 1,000.

SINCE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE COMPANY'S LIABILITY—including that of its affiliates, agents, licensors, and suppliers—in such jurisdictions shall be limited to the maximum extent permitted by law.

10. INDEMNIFICATION

You are solely and entirely responsible for your use of the Services. You agree to defend, indemnify, and hold harmless the Company and Beyond.pl, as well as their board members, directors, employees, agents, and service providers from and against any and all claims, liabilities, costs, and expenses — including reasonable legal fees — that arise directly or indirectly from:

- (i) your breach of any provision of these Terms;
- (ii) your actions in connection with the use of the Services; or
- (iii) any Content or other information submitted by you through the Services.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In such a case, you agree to cooperate with us in defending against such a claim.

11. COMPLAINTS

Any concerns regarding the functioning of the Service may be reported by submitting a complaint. A complaint must be submitted within 2 days of identifying a suspected defect in the Service.

Complaints should be submitted by completing the form available within your Account.

The complaint should include a description of the issue and a justification for the complaint. If you do not provide sufficient information to allow for proper handling of the complaint, we may request additional necessary details. If you fail to provide the requested additional information, the complaint will be reviewed based on the information available.

You agree to cooperate with us and, where applicable, with Beyond.pl in the processing of your complaint, particularly by providing information necessary for its resolution.

Complaints will be reviewed within 14 calendar days from the date of submission.

You will be notified of the outcome of the complaint either via your Account or through the provided email address.

12. GOVERNING LAW

You agree that the governing law for these Terms, as well as for any disputes that may arise between you and us, shall be the law of the Republic of Poland, excluding its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

13. DISPUTES AND LANGUAGE

In the event of a dispute arising out of or in connection with this agreement, the parties shall seek to resolve it through mediation in accordance with the Mediation Rules of the Mediation Centre at the Polish Chamber of Commerce in Warsaw. If such resolution proves impossible, the dispute shall be finally settled by an arbitral tribunal in accordance with the Arbitration Rules of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw, in force on the date the proceedings are initiated.

The language of the proceedings shall be English.

The place of the proceedings shall be Warsaw.

All communication and notices under this Agreement shall be made in English. If we provide a translation, the Polish version shall be for reference only.

14. PRIVACY POLICY

As part of our Privacy Policy, we explain in a clear and accessible way how we protect your personal data when using the my.beyond.pl platform and the services offered by Beyond.pl Solutions or Beyond.pl. We want you to feel safe and informed about what happens to your data.

15. CHANGES AND SEVERABILITY

We may modify these Terms at any time by publishing an updated version on the my.beyond.pl website or by sending you a notification. Changes become effective upon publication or—if we notify you by email—in accordance with the content of that message. By continuing to use the Services or Company Content after the effective date of any changes, you agree to be bound by the revised Terms. Please make sure to check the my.beyond.pl website regularly for any updates. The date of the latest update to this Agreement shall be provided at the beginning of the document.

We reserve the right to make changes to our Site, policies, and these Terms at any time. If any provision of these Terms is found to be invalid, unenforceable, or ineffective, that provision shall be excluded, and the remaining provisions shall remain in full force and effect.

16. ASSIGNMENT

You may not assign or transfer any of your rights or obligations under this Agreement, in whole or in part, to any other person or entity without our prior written consent, which must be given in writing to be valid.

17. Beyond.pl CONTACT DETAILS

Beyond.pl Sp. z o.o.
ul. A. Kręglewskiego 11
61-248 Poznań, Polska
<https://www.beyond.pl>

18. OUR CONTACT DETAILS

Beyond Solutions Sp. z o.o.
ul. A. Kręglewskiego 11
61-248 Poznań, Polska
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