

## **Terms and conditions of Service <https://xpower.space/>**

These Regulations have been published on 24.08.2021

### **I. General provisions**

1. These Terms and conditions set out the rules of operation and terms of use of the "xPower UX mentoring space" Service. Terms and conditions define the rights and obligations of the Users using it and of the controller of the Service with regard to the provision of services electronically.
2. "Service" means the website located at <https://xpower.space/> together with any subpages thereof.
3. The Controller of the Service is E-UX.PRO LTD with its registered seat at Craven House, Uxbridge Road, London, England, W5 2BS, registered in the Companies House under number 12828926.
4. "User" is any person who visits websites gathered within the Service.
5. The Controller reserves the right to restrict access to certain content or functions of the Service according to the criteria adopted by him and other circumstances indicated by him.
6. The Controller reserves the right to make changes to the content of the Terms and conditions, as well as to introduce new provisions, in particular if these changes are caused by actual or legal circumstances.
7. At the same time the Controller is obliged to inform the Users of any changes made to the Terms and conditions in the form of publication in the Service, displaying a relevant message or in any other form enabling the Users to learn about the changes, e.g. by modifying the date indicating the time of the last update of the Terms and conditions.
8. All legal relations arising from these Terms and conditions shall be governed under Polish law. All disputes arising out of Terms and conditions or using the Service shall be settled by the Polish courts.
9. All matters not covered by these Terms and conditions shall be governed by Polish law, in particular the Civil Code and other laws.
10. The Service Terms and conditions are available to all Users at any time freely at the following address: <https://xpower.space/>

### **II. Technical conditions of use**

1. In order to use the Service it is necessary to have an electronic device (e.g. computer, phone, tablet, TV set and others) equipped with a possibly up-to-date Internet browser. The Service is not responsible if the User's device is not able to properly emit content.
2. Access to certain functions of the Service may be dependent on the installation of additional external plug-ins to support standards such as Flash, Silverlight, Java, JavaScript and others.
3. The Service may display advertisements.

### **III. Copyrights**

1. All content published within the Service is subject to copyright protection, in particular: articles, used photos and films. Copyright belongs to the Service Controller and/or to the authors.
2. It is forbidden to copy and distribute the content of the Service to an extent exceeding the so-called permitted use as defined by the Act on Copyright and Related Rights of 4 February 1994. Linking directly to articles of the Service is permitted.
3. The Users declare that they accept full responsibility for any copyright infringement resulting from their publication in the Service.
4. Controller declares that he is not responsible for possible infringement of copyright by its Users, while offering full cooperation in eliminating such content, in accordance with the disposition of Article 14 of the Act on Provision of Electronic Services of 18 July 2002.

### **IV. Rights and obligations of the Users**

1. Users acquire the status of a User as soon as he/she starts any of the subpages of the Service in the Internet browser.
2. Users of the Service are obliged to comply with these Terms and conditions and the provisions of the Polish law.
3. Users have the right to use the Service by browsing and reading its resources, excluding the content to which the Controller restricts access according to its own criteria.
4. Users undertake to comply with the provisions of the law and good manners, inter alia, by refraining from publishing content that violates the personal rights or feelings of other Users, content generally regarded as vulgar, discriminatory, obscene, confidential, violating the limits of good taste and other content that, in the opinion of the Controller, will be considered inappropriate.
5. Users undertake to refrain from any practices that could compromise the technical and content-related aspects of the functioning of the Service, in particular from spamming, unsolicited advertising activities, behaviours that may be considered as deliberate attempts to destabilise the technical background of the Service (DDoS attacks).

6. The Controller reserves the right to remove the content that will violate these Terms and conditions of the Service, as well as the commonly held social values not included in it.

7. The Controller reserves the right to block the access to the Service or specified functions of the Service to Users who repeatedly violate the provisions of the Terms and conditions, in particular by removing or blocking the Users, as well as specific IP addresses.

8. In case of violation of the law by Users or acting to the detriment of the Service, the Controller reserves the right to take the appropriate legal action, as well as making the necessary data available to the law enforcement authorities concerned.

9. The Controller reserves the right to apply the sanctions indicated in item. 8 of this section at its own discretion and without the need to argue its decisions.

#### **V. Limitation of liability**

1. The Controller reserves the right to interrupt and disrupt the operation of the Service, introducing territorial or age restrictions in access, as well as closing the Service without prior notice.

2. The Controller shall not be held liable for the actions of Users and third parties in the scope of infringing the law in the Service by publishing content. Full and personal liability in this regard shall be borne by the User.

3. The Controller is not responsible for actions of third parties resulting from illegal access to all personal data or data of individual Users, attempts to take over accounts, etc.

4. The Controller shall not be held liable for the use of the content published in the Service and does not guarantee its correctness.

#### **VI. The types and extent of services provided by electronic means**

1. The electronic services provided in the Service include: presentation of information, graphics, videos, including marketing data of Controller, interactive form to sign up to trainings and challenges provided by Controller and mentors, contact form and redirection link to join Controller's group at discord.com for live chat.

2. The electronic contract covering the use of electronic services in the Service is from the moment of start of its use by the User. Each User may terminate the contract for receiving information presented in the Service by leaving the website. Each User may terminate the electronic contract for receiving training and challenges details by sending e-mail to [contact@xpower.space](mailto:contact@xpower.space)

3. To get access to trainings and challenges, the User is obligated to provide Controller with the required details e.g. identity, phone number, e-mail address accurately in the interactive form. Users must keep their personal information up-to-date for the duration of the contract.

4. Occasionally Controller sends important messages concerning the Service or for marketing purposes. The User will receive these, as a rule, via e-mail at the e-mail address specified by the User.

#### **VII. Complaints**

1. All complaints concerning the manner of providing electronic services within the Service may be submitted by e-mail to Controller's address [contact@xpower.space](mailto:contact@xpower.space)

2. Complaints should indicate the return e-mail address to which a reply is to be sent.

3. Complaints shall be considered by the Controller within 14 days from the date of their receipt.

4. User should indicate the reason for the complaint, contents of the demand and description of circumstances justifying the complaint.

#### **VIII. Final provisions**

1. These Terms of Use shall become effective upon posting on the Service.

2. Use of the Service, both by the User is tantamount to acceptance of the Terms and conditions.