



TERMS AND CONDITIONS OF THE WEBSITEwww.scandinavianmethod.com**and social networking on Facebook, Instagram, YouTube channel****§ 1. General terms**

[the paragraph explains the meaning of words which are used in this Terms and Conditions, indicates by whom the regulations have been issued, for what purpose, where and on what terms they are shared]

1. The following terms used in these Terms and Conditions, shall have the following meanings:
 - 1) **GDPR** - General Data Protection Regulation; 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,
 - 2) **Scandinavian Method®** – administrator of Website and Social Media, who provides service of sharing Website and Social Media resources for Visitors: Katrin Beata Śliwińska Flaumenhaft Scandinavian Method Metoda Skandynawska, ul. Czechowicka 17/22, 04-218 Warszawa (17/22 Czechowicka Street, 04-218 Warsaw, Poland), NIP 6792988414, REGON 120436486, phone 690 009 896, email address info@scandinavianmethod.com,
 - 3) **Social Media** – common name to the SCANDINAVIAN METHOD®:
 - a) social profiles on Facebook under the name *Scandinavian Method: FUN WAY to LEARN English from TV*, on Instagram under the name *scandinavian.method_learn.eng* and
 - b) YouTube channel under the name *METODA SKANDYNAWSKA: ANGIELSKI z SERIALI & FILMÓW*,through which the Scandinavian Method® provides the Services listed in § 3 of the Terms and Conditions to Visitors,
 - 4) **Visitor** – a person, who visits and reviews the content of the Website and Social Media,
 - 5) **Offer** – a description of services provided by Scandinavian Method® to promote them,
 - 6) **Terms and Conditions** – this document which describes the rules of providing Services electronically by the Scandinavian Method®,
 - 7) **Website** – web platform operated at <http://scandinavianmethod.com/>, by which Scandinavian Method® provides Services for Visitors; this Services are listed in § 3 of Terms and Conditions,
 - 8) **Service** – any information society service, provided at a distance, by electronic means and at the individual request of the recipient of services in order to perform the tasks referred to in § 3 item 1.
2. Terms and Conditions were issued by the Scandinavian Method®.
3. Terms and Conditions define the rules of providing Services, functioning of the Website and of the Social Media, in particular:
 - 1) the conditions under which the Scandinavian Method® provides the Website and the Social Media for the use of Visitors and provides Services through them,
 - 2) the conditions of using the Website and Social Media resources.
4. The Scandinavian Method® shares the Terms and Conditions at any time and free of charge to all Website's and Social Media's Visitors, who visit and use the Services. The Terms and Conditions are made available on the Website in such a way that it is possible to obtain, play and record them via the Internet. |
5. The application of the Terms and Conditions is excluded to those functionalities of the Website, Social Media and Services provided by Scandinavian Method®, which are expressly regulated by separate rules or agreements, such as Facebook/Instagram or YouTube rules.



§ 2. Terms of use of the Website and Social Media and provision of Services

[the paragraph explains who can use the Services provided by the Website and Social Media and what technical requirements the User has to fulfill to be able to take full advantage of the Website's functionality and Social Media]

1. The Website and Social Media can be visited by persons, who are at least 16 years old. Visitors can also be under 16 but then, if using the Website or Social Media is connected with a consent to personal data processing, such use is legal only, when the consent is given by a person who is the parent or legal guardian of the child.
In accordance to paragraph 8, article 2 of GDPR, Scandinavian Method®), as the data controller, reserves the right and takes reasonable actions to verify, if a person who is the parent or legal guardian of the child, gave consent or approved to use the Website. These actions shall be undertaken taking into account available technologies.
In case of Social Media Visitors, the verification of the age of the Visitor, and the consent to use the resources of Facebook/Instagram or YouTube by a person under 16 years of age is carried out in accordance with the rules set by providers of social media services.
2. When the Visitor uses the Website, Social Media or instant messengers, she or he is obligated to give required and correct data. The Visitor is responsible for the correctness, the contents and the form of every given data and information. Providing false data or information, especially third person's data or fictitious data is forbidden. The Visitor providing false data/information or data of third parties is exclusively responsible for such data/information with respect to the Scandinavian Method®).
3. To use the Website and/or Services, the Visitor has to fulfil following technical conditions:
 - 1) Internet access,
 - 2) web browser (one of the following): Firefox, Chrome, Safari, Internet Explorer, Opera, updated to the latest version, with Javascript enabled,
 - 3) device which technical parameters enable the operation of the abovementioned browsers,
 - 4) active email account or an active phone number, if the Visitor wants to use a contact form available on the Website,
 - 5) active email account in case the Visitor wishes to conduct email correspondence with the Scandinavian Method®),
 - 6) when using anti-virus, anti-spam or firewall software ('firewall software') which, due to its settings, blocks access to certain websites, including the Website, or prevents the use of certain functions, it is necessary to configure the software accordingly, in particular by adding the Website address to trusted addresses,
 - 7) meeting technical conditions determined by Facebook, Instagram, YouTube (available directly on websites of listed services); active account on these services, if Visitor wants to like, comment, share or subscribe social profiles and shared content, including images and videos of the Scandinavian Method®),
 - 8) if the Visitor uses Skype, Messenger or WhatsApp instant messengers, the Visitor should meet the technical conditions specified for these applications by their manufacturers or distributors. Those specific conditions are made available to the user at the time of installation on the user devices or on the distributors websites.
In order to communicate efficiently with the Scandinavian Method®) through the mentioned communicators, the Visitor shall:
 - a) have the latest version of one of the listed applications installed on the device and, when using instant messaging via a website, the latest version of the browser,
 - b) have a registered account,
 - c) for audio/video connections:(i) have a built-in webcam, loudspeakers and microphone, or have external devices that are compatible with the Visitor's device, and (ii) configure them to transmit and receive video and/or audio and (iii) authorize webcam and microphone to access, record and transmit the image and sound.



4. The Scandinavian Method® makes every effort to make use of the Service possible from all common types of computers, operating systems and web browsers. However, the Scandinavian Method® does not guarantee the possibility and efficiency of using the Service in whole or in part using tools other than those mentioned in item 3 of these Terms.
5. The Scandinavian Method® is not responsible for the ability and effectiveness of the Visitor's use of all or part of Social Media and instant messengers, if the Visitor does not meet the technical conditions set out by Facebook/Instagram, YouTube and Skype, Messenger, WhatsApp which the Visitor can find directly on the pages of the mentioned services and applications.

§ 3. Types and scope of Services provided electronically

[the paragraph explains what is to be understood by 'services provided by electronic means' under these Terms and Conditions and what is their scope]

1. Within the framework of services provided by electronic means, the Scandinavian Method®:
 - 1) shares the Website under which the Visitor is entitled to:
 - a) browse the content of the Website,
 - b) search and browse the Scandinavian Method® Offers,
 - c) contact via the provided contact form,
 - d) subscribe to the Newsletter,
 - 2) provides Visitors with an email address for contact (at the initiative of the Visitor) between the Visitor and the Scandinavian Method®; the email address is available on the Scandinavian Method®'s Website,
 - 3) shares the social profiles in the Social Media; when Visitor visits this social profiles, she/he is entitled to:
 - a) view a profile content,
 - b) search and browse in the Scandinavian Method®'s Offers,
 - c) contact via the instant messengers made available by the Social Media,
 - d) comment on, like and share content (including images and videos) on profiles,
 - 4) shares its YouTube channel, under which the Visitor is entitled to:
 - (i) watch video materials and images, (ii) like, comment and subscribe it,
 - 5) gives the Visitors the possibility to contact with Scandinavian Method® via chat or real-time video call via Skype, Messenger, WhatsApp.
2. The service consisting in the contact services between the Visitor and the Scandinavian Method® is provided according to the following rules:
 - 1) for communication based on the contact form:
 - a) after correctly completing the contact form, i.e. indicating all the required data and sending a message to the Scandinavian Method®, the Visitor receives an email confirmation of the sent message and the information required by law, e.g. an information clause or a link to the website containing this information,
 - b) visitor receives a reply to a sent message within 48 hours of receiving confirmation of sending the message to the Scandinavian Method®,
 - c) if the Visitor does not receive a response to the message sent by him/her within given time limit, the SPAM/Junk folder in the Visitor's inbox should be verified. If a Visitor does not find an email in the indicated folder, he/she should contact the Scandinavian Method® using another available form of contact, e.g. email address or the telephone number indicated on the Website,
 - 2) for communication conducted through instant messengers provided by social networking sites where the Scandinavian Method® has its social profiles:
 - a) messaging via instant messengers is based on applications: Messenger, WhatsApp, Skype and in accordance with the rules and regulations of these applications, independent of these Terms and Conditions,
 - a) Visitor shall receive a reply to a sent message within 48 hours from the message is received by the Scandinavian Method®,



- 3) for correspondence by email:
 - b) an email shall be sent to the email address provided on the Website,
 - c) Visitor shall receive a reply to a sent message within 48 hours from the moment the message is received by the Scandinavian Method®,
 - d) if the Visitor does not receive a response to the message sent by him/her within a given time limit, the SPAM/Junk folder in the Visitor's inbox should be verified. If a Visitor does not find an email in the indicated folder, he/she should contact the Scandinavian Method® using another available form of contact, e.g. the telephone number indicated on the Website,
- 4) access to the correspondence exchanged between the Visitor and the Scandinavian Method® - regardless of the form of contact chosen by the Visitor - shall be granted to Scandinavian Method®, persons authorised by it and other entities participating in the provision of electronic services to the Visitor, e.g. Internet service providers, telecommunication companies, etc. These entities have access to this data, on the basis of entrustment agreements concluded between the Scandinavian Method® and those entities.

In case of correspondence exchanged via instant messengers (Messenger, WhatsApp, Skype), access to the content, within the framework of the regulations applicable to these applications, may also be provided by the entities providing these tools. The action is undertaken by these entities, regardless of the Scandinavian Method® and these Terms and Conditions.

3. In accordance with this Terms and Conditions, the Scandinavian Method® provides Services that enable the Visitors:
 - 1) access to the Website or using certain Website functionalities,
 - 2) access to the email address in order to contact with the Scandinavian Method® by email,
 - 3) access to Social Media or using certain functionalities of such media, including the use of instant messengers,
 - 4) access to the YouTube channel or using certain channel functions.

However, the Scandinavian Method® does not provide services which are provided to Visitors in connection with access to the Service by other entities. The Scandinavian Method® also reserves that access to Social Media is regulated by separate regulations, which a Visitor should read before visiting profiles located on Facebook, Instagram and before visiting the channel on YouTube.

§ 4. Conclusion and termination of the Agreement for the provision of services by electronic means

[the paragraph indicates how and when the contract for the provision of services by electronic means is concluded and what actions may result in its termination]

1. The agreement for the provision of services by electronic means under the regulations of these Terms and Conditions is concluded for the period of use of the Services, at:
 - 1) the beginning of using the Service by the Visitor,
 - 2) visiting the Social Media by the Visitor, including the initiation of contact with the Scandinavian Method® via instant messengers,
 - 3) visiting the YouTube channel of the Scandinavian Method®,
 - 4) contacting with the Scandinavian Method® by email.
2. The agreement for the provision of services by electronic means is terminated at the moment the Visitor leaves the Website, leaves the Social Media, obtains answers to questions asked via email, ends a chat or video call in the Skype application or other in instant messengers, excluding:
 - 1) Services for which leaving the Website is not connected with the end of their provision, e.g. answering questions asked by a Visitor via the contact form,
 - 2) Services for which leaving the Social Media is not connected with the end of their provision, e.g. answering questions asked by a Visitor via instant messenger,



- 3) the Scandinavian Method®'s obligations under the law relating to the processing of personal data,
 - 4) the decision of the Scandinavian Method® to discontinue the provision of selected Services to a Visitor, e.g. the decision to discontinue the provision of Services to a Visitor may result from failure to answer questions asked via the contact form, if these questions are not related to the activities of the Scandinavian Method® or bear the signs of spam.
3. The decision of the Scandinavian Method® to discontinue the provision of Services to the Visitor may also result from:
- 1) breach of the provisions of the Terms and Conditions, in particular, when Visitor gives incorrect data and statements (e.g. concerning the consent of a person under 16 years of age to the processing of his/her personal data in connection with the use of the contact form),
 - 2) discontinuation of the Services provided by the Scandinavian Method® in whole or in part.

§ 5. Basic rights and obligations of the Scandinavian Method® and Visitors

[the paragraph describes what are the rights and obligations of the Scandinavian Method® and Visitors in connection with the agreement for the provision of services by electronic means]

I. Scandinavian Method®'s rights and obligations

1. The Scandinavian Method® undertakes to provide Services to Visitors.
2. The Scandinavian Method® makes every effort to ensure that the content of the Website and the Social Media is available all the time.
3. The Scandinavian Method® is not responsible:
 - 1) for the Visitor's behavior on the Website and in the Social Media,
 - 2) for the consequences of actions taken by the Visitors and third parties, which breach the provisions of the Terms and Conditions,
 - 3) for disturbances in the proper functioning of the Website, resulting from:
 - a) acts of third parties or force majeure,
 - b) the use of the Website in a manner inconsistent with generally applicable law or the Terms and Conditions,
 - c) the shutdown or failure of the information and communication system,
 - d) power grid failure,
 - e) inability to use the Service caused, in particular, by the quality of connection, failure of the ICT system or power network, incorrect software configuration of the person using the Website,
 - 4) for disruptions in the proper functioning of Social Media and Skype applications, including lack of access to them, resulting from malfunctions of Facebook/Instagram, YouTube and Skype applications,
 - 5) for the truthfulness and reliability of the information and other content provided by Visitors on the Website, in Social Media and in Skype application.
4. Scandinavian Method® reserves the right to temporarily discontinue the Services in connection with the modernization or reconstruction of the Website, including the modernization or reconstruction of social media profiles or maintenance work. The Scandinavian Method® will make every effort to ensure that breaks in the provision of the Services take place at night, are not inconvenient for Visitors and that they are informed in advance of the planned service work.

II. Visitor's rights and obligations



1. All activities undertaken by the Visitors on the Scandinavian Method®'s Website and in its Social Media should be in accordance with good manners and applicable laws. Visitors are obliged to refrain from actions that affect the safety of the functioning of the Website and Social Media or that could harm other Visitors.
2. Visitors are fully responsible for the actions and omissions associated with the use of the Website and Social Media and may be liable for damages to the Scandinavian Method® or other Visitors.
3. Each Visitor declares that she/he has read the text of the Terms and Conditions and accepts all provisions. If Visitor does not accept even one of the provisions of these Terms and Conditions, he/she is obliged to refrain from further use of the Scandinavian Method®'s Website and Social Media.
4. Visitors accept the need to provide the data necessary to use the Services, especially those related to sending messages via the contact form such as an active email address or an active telephone number.
5. Visitors using the Services are required to refrain from:
 - 1) use the Website and Social Media in a manner inconsistent with the Terms and Conditions,
 - 2) take any actions that may complicate or disturb the functioning of the Website and Social Media,
 - 3) using the Website and Social Media in a manner burdensome for other Visitors,
 - 4) use the Services in a manner inconsistent with the law, good morals, violating the personal rights of third parties or the legitimate interests of the Scandinavian Method®.

§ 6. Protection of intellectual property rights on the Website and in the Social Media

[the paragraph indicates the protection of the content of the Website and the Social Media and the forbidden activities]

1. All materials, including graphics, layout and composition of these elements and other information, available on the Website and in the Social Media are the property of the Scandinavian Method®. Navigation solutions, the selection and arrangement of content and graphics, compilations and databases, classifications, rankings, compilations and reports are the subject of rights on non-material property to the works or databases of the Scandinavian Method® or third parties. The elements listed above are the subject of copyrights, industrial property rights and rights to databases and as such enjoy statutory legal protection.
2. Visitors are not allowed to use the materials indicated in the second sentence of item 1 to an extent that goes beyond the use permitted by applicable law. In particular, it is prohibited:
 - 1) to modify or multiply these materials and place them on other websites or make them available to third parties in another way in whole or in part,
 - 2) placing references to the Website and Social Media in such a way that it is difficult or impossible to know the source of materials,
 - 3) the multiplication of material on carriers and the distribution and marketing of copies so produced,
 - 4) to distribute the designs of the materials or the graphic design for whatever reason or purpose.

The above provisions apply to the graphic design of the Scandinavian Method®'s Website and Social Media.

3. The downloading or use of any of the materials available on the Website and in the Social Media requires the consent of the Scandinavian Method® and may not violate:
 - 1) the provisions of the Terms and Conditions and generally applicable law,
 - 2) the interests of the Scandinavian Method®.

§ 7. Security, privacy and confidentiality on the Website and in the Social Media



[the paragraph describes how the safety of the Visitors is guaranteed on the Website and in the Social Media, as well as the protection of the data collected on the Website and in the Social Media]

I. Security on the Website and in the Social Media

1. The main objective of the Scandinavian Method®[®], as the data controller, is to ensure that all Visitors to the Website and Social Media have a protection of their privacy, data and documents used in the course of using the Website and Social Media at a level corresponding to the standards set out in current legislation. These legal provisions concern in particular the provision of electronic services, personal data protection and telecommunications law. The Scandinavian Method®[®] makes every effort to protect the Visitor from unauthorized access, unauthorized modification, disclosure and destruction of data used through or with the Website and Social Media.
2. To protect the data of the Visitors to the Website:
 - 1) the Scandinavian Method®[®] uses SSL encryption and firewalls,
 - 2) data on the servers of the Website are periodically archived (so-called backup),
 - 3) the data stored on the Website are protected by an antivirus program that scans the stored data for viruses. The database of antivirus program signatures is updated regularly,
 - 4) The Scandinavian Method®[®] controls its own methods of collecting, storing and processing information, including physical security measures, to protect against unauthorised access to processed data,
 - 5) personal data is processed by employees and contractors of the Scandinavian Method®[®], to the extent necessary to process them for the purposes of the Scandinavian Method®[®] or in connection with the provision of Services. In addition, under the agreement, these entities are obliged to maintain confidentiality and may suffer appropriate legal consequences if they fail to meet these obligations.
3. In order to protect the data of the Visitors to the profile of the Scandinavian Method®[®] on Facebook/Instagram, in accordance with Article 26 of 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, has concluded an agreement with Facebook called 'joint controllership'. Details of this agreement are available here: https://www.facebook.com/legal/terms/page_controller_addendum. This agreement follows the judgment of the European Court of Justice of 5 June 2018. (C-210/16).

The technical security features of the Visitor's data on Scandinavian Method®[®] Facebook's and Instagram's profile have been specified on Facebook and Instagram pages respectively.

In case of data protection of Visitors to the channel of the Scandinavian Method®[®] on YouTube, the Scandinavian Method®[®] does not take protective measures as it does not have any impact on the purpose, scope and manner in which Google/YouTube processes the data of users viewing videos posted by Scandinavian Method®[®].

The technical safeguards for the data of Visitors to the channel of the Scandinavian Method®[®] on YouTube applied by Google/YouTube are set out on Google's websites.

II. Privacy and confidentiality on the Website and in the Social Media

1. The personal data provided by the Visitors in the places designated for this purpose are processed by the Scandinavian Method®[®] in accordance with applicable laws and in accordance with the GDPR information clause available on the Website. The Scandinavian Method®[®] also collects the data of the Visitors to the Website through the use of "cookies" in order to collect statistical data, in accordance with the rules set out in the "cookies" policy available on the pages of the Website. Facebook, however, uses the "Site Statistics" tool to provide the Scandinavian Method®[®] with information about the range



and interaction rates on the fans' site. Detailed information about the "Site Statistics" function can be found here: https://www.facebook.com/legal/terms/information_about_page_insights_data.

2. The Scandinavian Method® reserves the right to filter and stop messages sent by the Visitors using tools available on the Website, e.g. the contact form or in Social Media, e.g. instant messenger, especially if they are spam, contain content that violates these Terms and Conditions or otherwise threaten security.

§ 8. Contact, objections and complaints procedure

[the paragraph specifies possible ways of communication between the Scandinavian Method® and the Visitors and specifies how and when the Visitor may raise objections concerning the functioning of the Website and Social Media, as well as complaints relating to services provided electronically by the Scandinavian Method®]

I. Contact

1. Contact with the Scandinavian Method® regarding Services provided electronically on the basis of these Terms and Conditions may be made in one of following forms:
 - 1) in written form to the address: Katrin Beata Śliwińska Flaumenhaft Scandinavian Method® Metoda Skandynawska, ul. Czechowicka 17/22, 04-218 Warszawa (17/22 Czechowicka Street, 04-218 Warsaw),
 - 2) in electronic form to the following email address: info@scandinavianmethod.com or using a contact form available on the Website www.scandinavianmethod.com
2. The Scandinavian Method® can contact the Visitor:
 - 1) in electronic form to the email address indicated by the Visitor or via instant messengers,
 - 2) by phone to the telephone number indicated by the Visitor,

provided that these contact details are indicated by the Visitor via email, functionality of the contact form placed on the Website, functionality of the instant messengers or by phone.

II. Procedure for raising objections and complaints

1. The Scandinavian Method® makes every effort to properly provide the Services electronically, ensure the proper functioning of the Website and Social Media (to the extent that it is dependent on the Scandinavian Method®), and provides assistance in solving problems related to their functioning.
2. If, in the opinion of the Visitors, the Services provided under the Terms and Conditions are not carried out by the Website and Social Media or are not carried out in accordance with the provisions of the Terms and Conditions, they have the right to make an objection / complaint in the manner specified below:
 - 1) a complaint can be submitted in writing or electronically form to the addresses indicated in point I.1.1 above,
 - 2) the complaint shall contain a description of the objections raised and a proposal on how to resolve the complaint.
3. The Visitor has also the right to make comments on the functioning of the Website, Social Media or the Scandinavian Method® and available content or tools. The submission in question should be in written or electronically form and, depending on the chosen form of contact, should be sent to the addresses indicated in point I.1 above.



4. The Scandinavian Method® will respond to the complaint in writing or electronically form, without undue delay, but no later than 30 days from the date of receipt of the complaint. In justified cases, the deadline for response may be extended to a maximum of 90 days, after the Scandinavian Method® will explain the reasons for the delay and indicate the circumstances that require additional determination.
5. The Visitor has the right to appeal against the decision taken by the Scandinavian Method® within the complaint (appeal). Then the provisions of § 8, point II, items 2-4 apply accordingly.
6. The Scandinavian Method® reserves the right to leave the complaint without consideration if it results from ignorance of these Terms and Conditions or the law. Complaints containing content that is vulgar or offensive to the Scandinavian Method® will not be considered.
7. The Scandinavian Method® reserves that complaints relating to the technical aspects of the functioning of the Social Media of the Scandinavian Method®, the Visitor should address directly to the entities responsible for their proper functioning, i.e. in case of social profiles on Facebook and Instagram to Facebook, and in case of YouTube channel to Google.

§ 9. Final provisions

[the paragraph describes the procedure for amendments of Terms and Conditions and specifies the law applicable to the Terms and Conditions and the resulting contracts for the provision of electronic services]

I. Changes to the Terms and Conditions

1. The Scandinavian Method® reserves the right to amend the Terms and Conditions, in particular in the event of a change in the functionality of the Website, change the rules of operation of Facebook/Instagram, YouTube or change the law.
2. Current Terms and Conditions will always be available on the Website, and the use of the Website and visiting the Scandinavian Method® Social Media will be tantamount to acceptance of its content.

II. Application of the Terms and Conditions

These Terms and Conditions apply to the Scandinavian Method®'s Website and Social Media (including instant messengers) and to email correspondence between the Visitor and the Scandinavian Method® (at the initiative of the Visitor) without using the contact form available on the Website.

III. Applicable law and disputes

1. The law applicable to these Terms and Conditions and to the contract for the provision of services by electronic means is Polish law.
2. In matters not regulated in the Terms and Conditions, the provisions of the Act on the provision of services by electronic means, the Act on Copyright and Related Rights and the Civil Code apply.
3. Any disputes arising from the use of the Services provided by electronic means and the use of the Website and Social Media, not resolved amicably, are resolved by the court specified in the provisions of the Polish Code of Civil Procedure.



The Terms and Conditions enter into force on.....