

Terms and Conditions

General Information

This section describes Terms and Conditions of using my Services and obtaining Products by Visitors, Users and Customers of my website www.presentations-plus.com. Presentations-Plus is a trademark of

Praktyka Lekarska Oskar Zgraj

Czysta 10/5

31-215 Kraków

Poland

NIP (TIN) PL6812066239

REGON 366726986

email: oskarzgraj@gmail.com, oskar@presentations-plus.com

I, Oskar Zgraj, am the owner of the above mentioned enterprise.

Website is run by the above mentioned business entity.

These Terms and Conditions set forth the terms and conditions under which you may use my website and services as offered by me. This website offers visitors both paid and free-of-charge educational Services and Products. By accessing or using the website of my service, you approve that you have read, understood, and agree to be bound by these Terms.

Definitions

Every mention of each of following terms starting with a capital letter refers to definitions provided

1. **Website** - website www.presentations-plus.com and all its related subpages, links, documents, images (with descriptions), videos (with descriptions) and other materials
2. **Services** - all educational, coaching and advisory services provided by me under the brand Presentations-Plus be the means of Website or other
3. **Products** - electronic products offered on the Website and through its means
4. **Terms and Conditions** - this document
5. **Owner** - Oskar Zgraj, owner of Praktyka Lekarska Oskar Zgraj; Czysła 10/5; 31-215 Kraków; Poland

6. **Visitor** - any person, company or company representative who decides to visit the Website
7. **User** - any Visitor who decides to interact with the Website and use its features
8. **Client** - any Visitor or User who buys or orders paid Services and/or Products
9. **Order** - an act of will of any person or company to obtain paid Services and/or Products
10. **Agreement** - sales agreement between me and any Client when they buy a Service and/or a Product

Terms of use

1. The Website offers a number of ways you can interact with it. Some of them are free and available to all Visitors. Some require to register with the Website thus becoming a User. The main purpose is to deliver Presentations-Plus Video Course.
2. In order to use my website and/or receive my Products or Services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. Otherwise you must have a consent of your parent or guardian and be supervised by him or her while using the Website. The Website does not contain any materials that are considered inappropriate for minors. It does have access to purchasing tools that should not be used without supervision unless you are an adult. You are not allowed to use this website and/or receive Products and/or Services if doing so is prohibited in your country or under any law or regulation applicable to you.
3. Obtaining the Course requires payment. By clicking on a pricing plan of your choice, filling the billing and payment information and proceeding with a payment you will be granted access to course materials. If you have previously registered with the Website this process should take place automatically. Else you will receive your instructions via email provided during registration or checkout process.
4. Depending on the type of membership you choose certain areas will be available. Description of benefits and Services available with each plan is available in the [Plans & Pricing](#) section.
5. All course materials, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, documents, music and all Intellectual Property Rights related thereto are property of me, Oskar Zgraj, and are protected by intellectual property laws (including copyright) and cannot be used for marketing purposes or presented by any medium without a written consent from the Owner. You agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof without my written consent.
6. Access to Course materials as well as other Products and Services will be maintained for the time stated on the [Plans & Pricing](#) or [Book Private Training Here](#). Time limited offers or subscriptions give you access for the time stated. "Life-long access" is provided with once-off payments for the unlimited period of time pending my business will be operational. If for any

reason I will cease to operate the Website in the future, course materials will be made available to you on a free access public platform (like Youtube or Vimeo).

7. Every access to the Website that requires registration or login is password protected. It is User's and Client's responsibility to protect their password from access of other people and/or institutions. Access of people other than Clients to paid materials will be considered copyright infringement with all its financial and legal consequences.
8. Data provided during the Order will be used to proceed with your order and deliver Products and Services. This also allows me to issue a tax invoice with correct details. It is Clients responsibility to assure that details are correct. If you make a mistake and notice it after the Order is placed please use the [Contact Section](#) to let me know.

Terms of purchase

9. Before order is placed you will be informed by the Webpage about the Product's and/or Service's main features, the length of time you may access Products and/or Services, price or cost of Products and/or Services and period of "Money-Back Guarantee" should you change your mind about the purchase for any reason.
10. All prices are in Euro's and include VAT if applicable.
11. Prices shown at the time of placing your Order are binding.
12. I reserve the right to change the prices on the Website, add new Products and Services to the Website, introduce and cancel discounts, provide individuals with promotional codes available outside the Website. This right does not change the binding price you agree by placing an Order.
13. Products and Services are sold with a one person licence and for educational use of this person. This means that only the person that bought the Product and/or Service is licensed to use it. I allow the usage by immediate family members meaning your parents, spouse and children. Any other family members or friends should obtain their own licence.
14. By placing an Order (by clicking on "Buy Now" button) the Client indicates their will to enter the Agreement and makes an offer. It is not considered a valid Agreement yet.
15. The payment is processed either by [PayPal \(PayPal Inc.\)](#)® or [PayU \(PayU S.A.\)](#)®. Card payments are also processed by [Braintree](#)®, which is a [PayPal Inc.](#)® service
16. The Agreement is considered signed by both sides and valid once you receive the confirmation email after your purchase.
17. I will start processing your order once the money is registered in my account or confirmed by the payment mode provider.
18. Should some products be unavailable during the time of your purchase you will be notified by email. In this case your order will be processed partially or cancelled.
19. I reserve the right to limit the amount of Products and/or Services available at any given time. Some of them include interacting with me online and occupying my time. This rule should ensure timely delivery of those private/personal Services in a timely manner to all interested Clients.

20. Your Services and/or Products will be delivered electronically. The delivery is free of charge.
21. As a delivery you will receive a Product electronically or you will be sent an email with the instruction how to access the Product and/or Service you purchased.
22. The delivery will be performed without undue delay no later than 5 working days from the time of purchase.
23. You will receive your invoice electronically via email. Should you require a hard copy sent by traditional post, please, let me know using the Contact Section and I will provide you with one.

Online Sessions

24. If your pricing plan includes a One on One Training Online session/sessions you will receive an access to "Book Private Training Here" page. When there, choose the "package" option to use sessions included in your pricing plan.
25. If your pricing plan does not include this training or you have exhausted your package sessions you may purchase additional hours on the same subpage.
26. You can automatically book a session when I am available.
27. You can reschedule your session up to 24h prior commencement time without giving a reason and without losing your money / package hours. Similarly - I can reschedule the session up to 24h prior its commencement without giving a reason.
28. If you reschedule in less than 24h prior to commencement you will lose your spot / session. If I reschedule the session within 24h of commencement you will receive your session on another date and one more free of charge as a compensation. This rule allows mutual respect for our time and appointments.
29. The Client has no right to withdraw the service of One on One Online Session in case The Owner has performed that Service

Terms of Withdrawal / Refund policy

30. Most jurisdictions nowadays allow 14-30 day time to change your mind and withdraw from the Agreement for electronic Products and/or Services and also for Agreements signed outside the Seller's premises - for all private buyers some small companies. I guarantee a 45-day Money Back should you wish to withdraw.
31. Should you wish to withdraw your order or purchase please use the Contact Section or write an email to oskar@presentations-plus.com or send your written request to:

Praktyka Lekarska Oskar Zgraj

Czysta 10/5

31-215 Kraków

Poland

or use the [Withdrawal Form](#).

You do not need to use a Withdrawal Form for your request to be processed.

32. While within this period of time you do not need to give any reason for withdrawal. I will return your money to you using same instrument you paid it with (PayPal ® / PayU ®)
33. For quality purposes I may send you an email asking for your reasons to withdraw. This is to ensure I correct any elements of Products and/or Services that are not meeting my Clients' expectations. This in no way will stand in the way of you receiving back your money.
34. Your access to Products and/or Services your Withdrawal concerns will be blocked the moment I send back the money.
35. The return of your money will be done within 14 days of receiving your request to withdraw.
36. Processing your withdrawal is free of charge.
37. Once your access has been retracted you are not allowed to save and/or hold any parts of Products and/or Services you received before in any form.

Responsibility for flaws and defects

38. The Owner is responsible for delivering Products and/or Services free of flaws and defects. I waive the responsibility should delivery of Service be dependent on a third-party provider (for example your Internet Provider or web conferencing provider or other).
39. Should the Product and/or Service have a flaw or defect that disables you from using it you have the right to utilise Warranty that is valid 1 year from the date of purchase. When you execute this right I will firstly try to repair the defect or the flaw and should that prove impossible either provide you with a new Product or Service or return your money.
40. You can register your claim to execute the Warranty right by using the [Contact Section](#) or writing an email to: oskar@presentations-plus.com
41. Processing of your request will be undertaken without delay and no later than 14 working days from the date of the claim.
42. You will receive my reply by email.

Technical requirements, features, provision of electronic Services and Products

43. To use Products and Services provided by Presentations-Plus you will be required to register with the website. Each use usually requires a login.
44. To get access to the Website, Products and Services you will require:

- an active email account (for registration, login, purchase and usage)
- a personal computer, pad or other mobile device with access to the Internet
- an up-to-date web browser
- access to essential cookies turned on (or allowed) in your web browser
- App or other software to read .pdf files and image files
- ability of your software and hardware to play videos from online sources

45. I waive the responsibility should you have trouble accessing your Products and/or Services due to malfunction of your hardware or software or if it's obsolete and/or no longer supported by the services I use.

Data protection and cookies

46. Data protection procedures and the use of cookies are delineated in [Privacy Policy](#).

Rules of comments

47. Should you want to leave a comment on the blog you will be asked to Log-in. Please be respectful. I reserve the right to delete comments that do not follow the respect rule in any way and/or block the author from commenting any further.

48. I reserve the right to decide whether the comment brakes that rule arbitrarily and I have the final word in that matter. I am happy to discuss the issue with you but I do not offer nor entertain any appeal procedure.

Waivers and limitation of liability

49. The Owner waives the responsibility for any consequences of your use of knowledge and skills taught in Products or Services.

50. The Owner also waives the responsibility of any economical, financial, employment or health issues or losses connected to your usage of the Products and/or Services and the knowledge taught in them.

51. You agree to indemnify and hold me, Oskar Zgraj, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against me by any third party due to, or arising out of, or in connection with your use of the website or any of the Products and/or Services offered on the Website.

52. To the maximum extent permitted by applicable law, in no event I, Oskar Zgraj, shall be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Services and/or Products.

53. To the maximum extent permitted by applicable law, I, Oskar Zgraj, assume no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of my Products and/or Service; and (iii) any unauthorized access to or use of secure servers supporting the Website and/or any and all personal information stored therein.

Newsletter terms

54. Should you give Explicit Consent (by ticking a box “I want to subscribe for a newsletter” I will send you from time to time emails with new features, blog posts, video materials etc. which is considered informational material.
55. In that situation I may also contact you with new offers, promotions, gifts giveaways and others which constitute marketing material.
56. You may cancel your subscription at any time by clicking a link in the title line or at the bottom of each email message.

Other terms and conditions

57. None of the statements in this document limits in any way your Consumer’s rights that are legally binding at your location.
58. These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of the Republic of Poland, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Kraków, Poland. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.
59. Any dispute between the Owner and the Client and/or User and/or Visitor will first be settled in voluntary means. Should that fail the dispute can be brought in from of a Public Court covering the Owners location (Kraków, Poland).
60. I may permanently or temporarily terminate or suspend your access to the Service or Product without notice and liability for any reason, including if in my sole determination you violate any provision of these Terms or any applicable law or regulations. This is especially valid if I find you in breach of my Intellectual Property rights.
61. You may discontinue use and request to cancel your account and/or any Services and/or Products at any time. Notwithstanding anything to the contrary in the foregoing, with respect to automatically-renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment

62. Terms and Conditions are valid from the 27th of September 2021 until further notice. All previous versions of the Terms and Conditions are superseded by the current version.
63. I reserve the right to change those Terms and Conditions at any time without giving a reason. Please check this site frequently for updates. Users and Clients who registered for Newsletter and made their email address available will receive an email with changes prior to publishing them on the Website. All Clients will be asked to agree to new Terms and Conditions. All new Orders will fall under new versions of the Terms and Conditions from the date they are published. Clients who send Orders prior publication of the new Terms and Conditions have right to be served according to previous version of this document. Should that prove impossible they have the right to a full refund.

Terms and Conditions of Presentations-Plus.com website. Version 1.3
22nd September 2021