LearnPython.com

Terms of Service

PLEASE READ ALL OF THE FOLLOWING TERMS OF SERVICE BEFORE USING THIS WEBSITE

A. General Terms

1. These Terms of Service ("ToS") govern users access to and use of the LearnPython.com website available at http://learnpython.com and any information, text, graphics, photos, films or other materials downloaded or appearing on the LearnPython.com website ("WebSite") and LearnPython.com service available in the WebSite (collectively referred to as "Service").
2. These ToS (and documents mentioned below) are the entire and exclusive agreement between Vertabelo SA and and the entity that uses the Service (the "User") regarding the Service, unless a separate agreement in writing regarding the Service was made. In the event of a discrepancy between the agreement and these ToS, the agreement shall prevail the ToS.
3. The Service is intended solely for entity and all rights are granted under these conditions only for entity, who is not consumer within the meaning of Article 22^1 civil code. If User is a consumer, please stop using the Services.
4. These Service is operated and provided by Vertabelo SA, ul. Filona 16, 02-658 Warsaw, Poland, registered in the register of entrepreneurs maintained by the District Court for the Capital City Warsaw, XIII Commercial Division of the National Court Register under the number 0000804757, NIP 5213728840. If you have any questions regarding the Service, please contact us (contact@learnpython.com).
5. Any complaints regarding the use of the Service User should report via email to the address contact@learnpython.com. Vertabelo SA will consider complaints within 14 days of receipt.

B. Using of Service

1. The WebSite can be used by viewing its content anonymously. Please read the information on the Privacy Policy [https://learnpython.com/files/privacy-policy].
2. The using all features of the Service require setting up and maintenance of an active User account.
3. Certain part of the Service is provided to you free of charge (e.g. creating account and looking at free of charge courses). Other part of the Service require payment before you can access them. Vertabelo SA reserves the right, in its absolute discretion, to determine which part of the Service is

free of charge or require payment. All information about payment are available on the WebSite.

4. Vertabelo SA may offer trials of paid content (or its part) of the Service for a specified period without payment or at a reduced rate (a "Trial"). Vertabelo SA reserves the right, in its absolute discretion, to determine your eligibility for a Trial, and, subject to applicable laws, to withdraw or to modify a Trial at any time without prior notice and with no liability, to the greatest extent permitted under the law.
5. LearnPython.com is the educational Service which allows you to look at courses or series of interactive exercises for the Python programming language.
6. User has the right to use the Service in accordance with its intended purpose described in paragraph 5 above, provided that the action does not affect the general provisions of law and the rights of third parties.

C. Intellectual property

1. This Service is protected by copyrights, industrial property, international treaties, and/or other proprietary rights and laws of the Republic of Poland and other countries. Using the Services User agrees to abide by all applicable copyright and other laws including copyright and industrial property law.
2. The Service has been developed, compiled, prepared, revised, selected, and arranged by Vertabelo SA and constitutes valuable intellectual property of Vertabelo SA. All present and future rights in and title to the Service are reserved to Vertabelo SA for its exclusive use.
3. Except as specifically permitted by the ToS or the Website, User can not copy, download or make any use of the Service or any portion thereof. Except as specifically permitted herein, you shall not use the Service for any purpose, without Vertabelo SA prior written approval.
4. User can not use any content from WebSite in any other way than by WebSite.
5. User do not acquire any rights to the Service or its features, except as expressly set out in these ToS or in the content of the WebSite.

D. Restriction of Use

1. User can not use the Service for any illegal purpose or in any manner inconsistent with this ToS.
2. User has no right to use the Service for providing any illegal or protected by copyright third person content.

3. User of Service agrees that:
    a. any materials whether created or entered itself in the Service (including but not limited to exercise or courses comments and posts) ("Content") or on the basis of Content of other user can be publicly available via Internet for non-limited numbers of users and User of Service hereby grants to Vertabelo SA non-paid, non-exclusive, non-revocable license to publish and share Content as a part of Service.
    b. any Internet user can access, use or modify publicly available Content and User Service hereby grants to each user and to the public a worldwide, non-paid, non-exclusive, non-revocable license to access, view, modify and publicly share, perform or publish Content whether created itself or on the basis of Content of other user.
    c. user name will be publicly available as the author of Content.
4. User that is not a natural person grants Vertabelo SA royalty-free, perpetual, non-exclusive, worldwide right to use their name and trademark on LearnPython.com website for promotional purposes. While using the trademark Vertabelo SA shall comply with User's trademark usage guidelines, provided that such guidelines are delivered to Vertabelo SA. User may withdraw the consent to use their trademark at any time, in writing or by e-mail to the address indicated in section A.4.

E. Disclaimer and Limitation of Liability in the case using the Service by User who is not consumer within the meaning of Article 22[1] civil code.

1. User accesses to and uses of the Services is at your own risk. Services is provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, VERTABELO DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security or reliability of the Services or any content thereon. Vertabelo SA will not be responsible or liable for any harm to User computer system, loss of data, or other harm that results from User accesses to or use of the Services. We make no warranty that the Services will meet User requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from Vertabelo SA or through the Services, will create any warranty not expressly made herein.
2. Vertabelo SA does not warrant that the Service is compatible with your equipment or that the Service, or e-mail sent by Vertabelo SA or its representative, is free of errors or viruses, worms or "Trojan horses," or any other harmful, invasive, or corrupted files, and is not liable for any

damage User may suffer as a result of such destructive features. Vertabelo SA directors, officers, employees, representatives shall have no responsibility or liability for: (i) any injury or damages, whether caused by the negligence of Vertabelo SA or its directors, officers, employees, representatives or otherwise arising in connection with the Service and shall not be liable for any lost profits, losses, punitive, incidental or consequential damages, or any claim against Vertabelo SA by any other party; or (ii) any fault, inaccuracy, omission, delay, or any other failure in the Service caused by User computer equipment or arising from your use of the Service on such equipment. The content of other websites, services, goods, or advertisements that may be linked to the Service is not maintained or controlled by Vertabelo SA. Vertabelo SA is therefore not responsible for the availability, content, or accuracy of other websites, services, or goods that may be linked to, or advertised on, the Service.

F. Suspending and closing User account

1. Vertabelo SA has the right to suspend or close User account in any time without prior notice, especially in the case of breach by User of these ToS or applicable law.
2. Vertabelo SA will try to let User know in advance about suspending or closing User account and help him retrieve data, though there may be some cases where Vertabelo SA may suspend User account immediately.
3. User may close its account at any time.
4. Closing User account means that all data associated with User account are automatically deleted, except for data collected by the system backup, which data will be gradually overwritten by new data until it is completely blurred.

G. User personal data

The data controller of your personal data is Vertabelo SA (Filona 16 Warsaw 02-658 Warsaw, Poland (further on Vertabelo).

For what purpose and on what basis we process your personal data?

Your personal data will be processed for purposes related to the conclusion and performance of the contract and for Vertabelo marketing purposes. The legal basis for the processing of your personal data above goals is art. 6 par. 1 lit. b) and art. 6 par. 1 lit. f) GDPR. The legitimate interest of Vertabelo is the marketing of own products or services. Providing your personal data is not mandatory, but necessary for the implementation of the above purposes.

Vertabelo will entrust your personal data to other recipients entrusted with the processing of personal data on behalf of and for Vertabelo. In addition, Vertabelo

will share your personal data with other recipients, if such an obligation will result from the law.

Your data will be transferred to third countries and international organizations as long as they meet adequate safeguards.

How long will we process your data?

Your personal data will be processed during the period of cooperation and after its completion for the period provided for by law, including the provisions of the Polisch Civil Code and the Polish Accounting Act.

What rights do you have?

You have the right to:

- access to your personal data and receipt of copies of personal data being processed;
- rectification of incorrect data;
- request for deletion of data (right to be forgotten) in case of circumstances provided for in art. 17 GDPR;
- requests to limit data processing in cases specified in art. 18 GDPR;
- raising objections to data processing in the cases specified in art. 21 GDPR;
- transfer of supplied data, processed in an automated manner.

If you feel that your personal data is being processed unlawfully, you can file a complaint with the supervisory body (UODO, 2 Stawki Street, Warsaw, Poland).

If you need additional information related to the protection of personal data or you want to exercise your rights, contact us at iod@vertabelo.com

H. Modifications

1. Vertabelo SA has the right to revise this ToS at any time. The most current version of this ToS will always be posted on WebSite. Vertabelo SA encourage User to review the actual ToS whenever User visits WebSite.

2. Vertabelo SA will try to let User know in advance via e-mail about new version od ToS.

3. By continuing to access or use the Services after revisions become effective, User agree to be bound by the revised Terms. If User does not agree to the new ToS, please stop using the Services.

I. Governing Law

In case of dispute between Vertabelo SA and User the law of the Republic of Poland is applicable.

J. Privacy Policy

Any information that User provide to Vertabelo SA is subject to our Privacy Policy (*https://learnpython.com/files/privacy-policy*) which governs our collection and use of User's information.