

MyLearningDay Terms of Service

These Terms of Service set out the rules governing the provision of services related to the MyLearningDay platform, including the terms for entering into and performing the Agreement, obtaining access to the Platform, using its features, settlements, and the rights and obligations of the Customer, Users and 2BITS.

These Terms of Service are intended exclusively for businesses, organisational units, public institutions and other entities using MyLearningDay in connection with their professional or organisational activities.

1. Definitions

For the purposes of these Terms of Service, the following terms have the meanings set out below:

- **2BITS** – 2BITS Spółka z ograniczoną odpowiedzialnością, with its registered office in Katowice at ul. Ligocka 103, 40-568 Katowice, Poland, entered in the register of entrepreneurs of the National Court Register under KRS number 0000293324, NIP 634-26-60-412, REGON 240792140, which is the provider of the Platform.
- **Customer Administrator** – a User authorised by the Customer to manage the Platform, configure the Customer Environment, manage User accounts, Customer Content and permissions. The Customer may appoint one or more Customer Administrators.
- **Service Activation** – the date on which 2BITS makes the Platform available to the Customer in a manner enabling the Customer to begin using the Services in accordance with the Agreement. The Service Activation date marks the beginning of the first Subscription Period.
- **Documentation** – instructions, feature descriptions, help materials and other information concerning the use of the Platform made available by 2BITS.
- **DPA** – a separate data processing agreement entered into between 2BITS and the Customer, applicable to the extent that 2BITS processes personal data on behalf of the Customer.
- **EULA** – an end-user licence agreement setting out the rules governing the use of the Platform, the licence granted, technical support and service levels, where incorporated into the Agreement.
- **Customer** – a business, institution, organisational unit or other entity that has entered into an Agreement with 2BITS concerning the use of the Platform.
- **Subscription Period** – a period of 12 consecutive months calculated from the Service Activation date or from the beginning of a subsequent term of the Agreement.
- **On-Premises** – a model in which the Platform is installed or operated within the Customer's infrastructure or infrastructure designated by the Customer.
- **Platform** – the MyLearningDay platform provided by 2BITS, including the software, modules, features, interfaces, integrations and related Services made available under the Agreement.
- **Privacy Policy** – the document setting out the rules governing the processing of personal data by 2BITS as a data controller and the fulfilment of information obligations arising under data protection laws.
- **SaaS** – a model in which the Platform is made available to the Customer as a service hosted by 2BITS or providers acting on its behalf.
- **Customer Environment** – a separate instance of the Platform or IT resources designated for the provision of Services to a specific Customer, irrespective of the deployment model.
- **Customer Content** – data, training materials, documents, files, recordings, communications, statements, configurations and other content entered into the Platform by the Customer or Users.
- **Agreement** – the agreement entered into between 2BITS and the Customer, including in particular the Order, these Terms of Service, the EULA, the DPA where applicable, and any other documents expressly incorporated into the Agreement.
- **Services** – services provided by 2BITS to the Customer in connection with making available, maintaining, developing, implementing or supporting the Platform in accordance with the Agreement.

- **User** – a natural person using the Platform under an authorisation granted by the Customer.
- **Order** – a document setting out the individual terms of cooperation, in particular the scope of the Services, deployment model, modules, limits, number of Users, fees and other agreed commercial terms.

2. Service Provider Information

2BITS is the service provider and provider of the Platform.

For matters relating to the use of the Platform, 2BITS may be contacted at the following addresses:

General enquiries

Email: biuro@2bits.pl

Technical support

Email: support@2bits.pl

2BITS provides the Services in accordance with the Agreement, the Documentation and applicable law.

3. Scope of the Terms of Service and Order of Precedence

These Terms of Service apply to all Services related to the Platform unless the Agreement expressly provides otherwise.

The detailed scope of the Services, selected modules, number of Users, limits, fees, deployment model and implementation terms are set out in the Order or another document agreed with the Customer.

In the event of any inconsistency between the documents comprising the Agreement, the following order of precedence applies:

1. the Order;
2. these Terms of Service;
3. the EULA;
4. the DPA, with respect to the processing of personal data on behalf of the Customer;
5. any other documents expressly incorporated into the Agreement.

Where data protection laws require a particular matter to be regulated differently, the provisions of the DPA take precedence with respect to the processing of personal data on behalf of the Customer.

The Privacy Policy is provided for information purposes and does not form part of the Agreement.

Any general terms and conditions of purchase, policies or other standard terms used by the Customer do not apply unless expressly accepted by 2BITS in documentary or written form.

4. Entering into the Agreement and Service Activation

The Agreement may be entered into, in particular, by:

- both Parties signing the Agreement or Order;
- the Customer accepting an offer made by 2BITS;
- the Customer submitting an Order and 2BITS confirming it;
- launching a paid Service at the Customer's express request;

- accepting these Terms of Service through an electronic process, where such a method of entering into the Agreement has been made available.

A person entering into the Agreement on behalf of the Customer represents that they are duly authorised to represent the Customer and incur obligations on its behalf.

2BITS may make the commencement of the Services conditional upon:

- receipt of a signed Agreement or Order;
- receipt of the agreed payment;
- provision of the information required to configure the Customer Environment;
- performance by the Customer of the agreed implementation obligations;
- satisfaction of any other conditions specified in the Order.

Service Activation takes place once the conditions set out in the Agreement have been satisfied and 2BITS has confirmed that the Customer Environment is ready for the Customer to begin using the Platform.

Making a demo, test or trial version available does not oblige 2BITS to enter into a paid Agreement.

5. Nature and Scope of the Services

The Platform is a Learning Management System designed for creating, making available, organising, selling and monitoring training and other development processes.

Depending on the selected plan, the Platform may include, among other things:

- management of User accounts and permissions;
- creation and publication of training content;
- organisation of courses, programmes and learning paths;
- support for in-person, remote and blended training;
- tests, assignments, surveys and acknowledgements that materials have been reviewed;
- certificates and training completion history;
- reporting and analytics;
- communications, forums and social features;
- competency management;
- the sale of training and support for B2B customers;
- integrations with third-party services and systems;
- features using automation or artificial intelligence mechanisms.

The Customer receives access only to the features, modules and limits specified in the Agreement.

2BITS may develop and update the Platform, in particular by adding new features, modifying the user interface, improving performance and security, replacing technical solutions with solutions serving a similar purpose, and withdrawing features that have become obsolete, insecure or impossible to maintain.

Changes should not result in a material reduction of the core features purchased by the Customer during a paid Subscription Period, unless they are necessary for legal, security or technological reasons or result from the discontinuation of services by an external provider.

The detailed rules governing the use of the Platform, the licence granted, technical support and guaranteed service levels are set out in the EULA, where incorporated into the Agreement.

6. Use of the Platform and Customer Content

The Customer is responsible for the use of the Platform by Users, including granting and revoking permissions, the security of access credentials and activities undertaken within the Customer Environment.

The Customer must ensure that Users use the Platform in accordance with the Agreement, the Documentation and applicable law.

The Customer is responsible for all Customer Content published, stored, made available or processed through the Platform by the Customer or Users.

The Customer represents that it holds all rights, licences, consents and authorisations necessary to use Customer Content and make it available through the Platform.

The Customer undertakes not to use the Platform to publish, store or distribute content that:

- violates applicable law;
- infringes intellectual property rights, personal rights or other third-party rights;
- contains malware or threatens the security of the Platform;
- violates privacy or data protection rules;
- is used to circumvent safeguards, obtain unauthorised access or disrupt the operation of the Platform;
- may give rise to liability on the part of 2BITS.

2BITS is not required to continuously monitor, moderate or verify Customer Content unless such an obligation arises under applicable law or individual arrangements with the Customer.

2BITS is not liable for Customer Content or for its lawfulness, completeness, accuracy, quality or fitness for a particular purpose.

2BITS may restrict access to or remove Customer Content where there are reasonable grounds to suspect that it violates applicable law, the Agreement, third-party rights or the security of the Platform. Where possible and legally permissible, 2BITS will inform the Customer of such action.

The Customer undertakes to indemnify and hold 2BITS harmless against third-party liability and to cover reasonable costs and losses incurred by 2BITS where they result from a violation of applicable law, the Agreement or third-party rights by the Customer or Users in connection with the use of the Platform.

7. Term and Renewal of the Agreement

The Agreement is entered into for a fixed term covering the first Subscription Period, calculated from the Service Activation date.

At the end of the current Subscription Period, the Agreement automatically renews for a further 12-month Subscription Period unless either Party gives the other Party notice of non-renewal no later than 30 days before the end of the current Subscription Period.

A notice of non-renewal must be given in documentary form and sent to the address specified in the Agreement or the address designated for legal matters.

Non-renewal takes effect at the end of the current Subscription Period and does not release the Customer from the obligation to pay the fees due for that period.

8. Fees and Settlements

The Customer undertakes to pay the fees specified in the Order or another commercial document forming part of the Agreement.

The subscription fee is payable in advance for each full 12-month Subscription Period.

2BITS issues an invoice for the first Subscription Period in accordance with the terms specified in the Order. An invoice for a subsequent Subscription Period may be issued before that period begins.

The payment term is 14 days from the invoice date unless the Order provides otherwise.

The fees specified in the Agreement are net amounts and will be increased by value added tax in accordance with the laws applicable in the Republic of Poland at the rate in force on the invoice date.

The Customer authorises 2BITS to issue and send invoices electronically to the address specified by the Customer.

Fees for a Subscription Period that has already commenced are non-refundable unless the Agreement expressly provides otherwise or a refund is required by mandatory law.

Where the use of the Platform exceeds the limits specified in the Order, 2BITS may charge additional fees in accordance with the applicable price list or propose a change to the Service plan.

In the event of late payment, 2BITS may charge statutory interest for late payment in commercial transactions and seek recovery costs in accordance with applicable law.

9. Suspension of the Services

2BITS may suspend the provision of all or part of the Services where:

- the Customer is late with payment despite having received a demand for payment setting an additional deadline of no fewer than 7 days;
- the Customer or a User violates the Agreement, applicable law, the security of the Platform or third-party rights;
- use of the Platform creates or may create a risk to the Platform, infrastructure, other customers or third parties;
- suspension is required by a competent authority or applicable law;
- urgent technical work must be carried out or a security threat must be remedied.

Where possible and provided that doing so does not increase the risk, 2BITS will inform the Customer of the reason for and anticipated scope of the suspension.

A suspension for reasons attributable to the Customer does not release the Customer from the obligation to pay the fees due for the suspension period.

2BITS will restore the Services once the reason for the suspension has ceased to apply, unless the Agreement has already been terminated.

10. Termination of the Agreement

Either Party may terminate the Agreement with immediate effect in the event of a material breach of the Agreement by the other Party, provided that the breach is not remedied within 14 days after receipt of a notice requiring it to be remedied.

2BITS may terminate the Agreement with immediate effect where:

- the Customer remains late with payment despite having received a demand for payment and the expiry of an additional deadline;
- the Customer or Users use the Platform unlawfully, in a manner that threatens security or infringes third-party rights;
- the Customer attempts to obtain unauthorised access, circumvent safeguards, copy or interfere with the Platform;
- the continued provision of the Services is impossible or prohibited for legal, regulatory or security reasons;
- the Customer has entered liquidation, has been declared bankrupt or circumstances indicate permanent insolvency, to the extent permitted by law.

The Customer may terminate the Agreement with immediate effect where 2BITS materially and repeatedly fails to provide the Services in accordance with the Agreement and fails to remedy the breach within 14 days after receiving written notice.

Termination of the Agreement must be made in documentary form unless the Agreement requires a stricter form.

11. Consequences of Expiry or Termination of the Agreement

Upon expiry or termination of the Agreement, the Customer's and Users' right to use the Platform ceases unless the Parties agree otherwise.

The Customer must settle all amounts due under the Agreement no later than the date on which the Agreement ends.

Under the SaaS model, 2BITS may allow the Customer to export Customer Content for 30 days following the end of the Agreement, unless the Order, DPA or individual arrangements between the Parties provide otherwise.

After the export period, 2BITS may delete or anonymise Customer Content, subject to obligations arising under applicable law, the DPA, backup retention and legitimate needs related to the establishment, exercise or defence of legal claims.

The export of data in a non-standard format, data migration or additional assistance after the Agreement ends may be subject to a separate fee.

Provisions which by their nature should survive the end of the Agreement, in particular those concerning confidentiality, intellectual property, liability, settlements and data protection, remain in force.

12. Confidentiality

Each Party undertakes to keep confidential any technical, commercial, organisational and other information having economic value that it obtains in connection with entering into or performing the Agreement and that is not publicly available.

Confidential information may be used solely for the purpose of entering into and performing the Agreement and may be disclosed to a Party's employees, contractors, advisers and subcontractors only to the extent necessary for that purpose and provided that they are bound by confidentiality obligations.

The confidentiality obligation does not apply to information that:

- is publicly available without breach of the Agreement;
- was lawfully known to the Party before its disclosure;
- was lawfully obtained from a third party;
- must be disclosed under applicable law or at the request of a competent authority.

The confidentiality obligation applies throughout the term of the Agreement and for 5 years after it ends, and, in the case of information constituting a trade secret, for as long as it retains that status.

13. Liability

Each Party is liable for non-performance or improper performance of the Agreement in accordance with the Agreement and applicable law.

2BITS is not liable for:

- acts or omissions of the Customer, Users, the Customer's providers or third parties;
- Customer Content or decisions made on the basis thereof;
- malfunction of devices, software, connections, networks or services outside the control of 2BITS;
- the consequences of using the Platform contrary to the Agreement, the Documentation or its intended purpose;
- loss of data caused by the Customer, a User, an external integration or the absence of required configuration;
- interruptions and restrictions resulting from force majeure, urgent security work or actions of competent authorities.

To the extent permitted by law, 2BITS is not liable for loss of profit, revenue, reputation, contracts or anticipated savings, or for indirect or consequential loss.

The total aggregate liability of 2BITS for all claims related to the Agreement is limited to the net fees paid by the Customer to 2BITS for the Services during the 12 months preceding the event giving rise to the claim.

The limitations of liability do not apply to the extent that their exclusion is not permitted under mandatory law, in particular in the event of damage caused intentionally.

The Customer must promptly notify 2BITS of any event that may give rise to liability and cooperate in mitigating its consequences.

14. Intellectual Property

2BITS and its licensors retain all intellectual property rights in the Platform, Documentation, updates, modifications, technical solutions, designations and materials made available by 2BITS.

Entering into the Agreement does not transfer any intellectual property rights to the Customer, except for rights expressly granted under the Agreement or the EULA.

The Customer retains the rights to Customer Content. The Customer grants 2BITS a non-exclusive right, limited to the term of the Agreement, to use Customer Content solely to the extent necessary to provide the Services, ensure security, comply with legal obligations and support the Customer.

The Customer may not remove any copyright notices, trademarks or other proprietary notices displayed in the Platform or Documentation.

15. Personal Data Protection

Each Party processes personal data as an independent controller to the extent that it independently determines the purposes and means of processing.

The rules governing the processing of personal data by 2BITS as a data controller are set out in the Privacy Policy.

To the extent that 2BITS processes personal data on behalf of the Customer, the DPA entered into between the Parties applies.

The Customer is responsible for the lawfulness of personal data entered into the Platform, including ensuring an appropriate legal basis, fulfilling information obligations and granting permissions to Users.

16. Force Majeure

A Party is not liable for any failure or delay in performing the Agreement to the extent caused by an event beyond its reasonable control that it could not have foreseen or prevented, including in particular a failure of telecommunications or power infrastructure, a large-scale cyberattack, an act of public authorities, war, civil unrest, a natural disaster, epidemic, fire or widespread strike.

The Party affected by force majeure will inform the other Party of its occurrence without undue delay and take reasonable measures to mitigate its consequences.

Where force majeure prevents the provision of a material part of the Services for more than 60 days, either Party may terminate the Agreement with prospective effect without any obligation to pay compensation on that account.

17. Changes to the Terms of Service

2BITS may amend these Terms of Service for valid reasons, in particular in connection with changes in applicable law, changes in the scope or manner in which the Services are provided, development of the Platform, security requirements or the need to remove ambiguities or errors.

2BITS will notify the Customer of an amendment to the Terms of Service in documentary form at least 30 days before it takes effect, unless earlier application is required by law, a public authority or the need to remedy a material security threat.

Amendments do not affect the individual commercial terms specified in the Order unless the Parties expressly agree otherwise.

Where an amendment to the Terms of Service materially and adversely affects the Customer's rights during the current Subscription Period, the Customer may object before the amendment takes effect. The Parties will then attempt to agree on the terms of their continued cooperation. If no agreement is reached, the Customer may terminate the Agreement with effect from the date on which the amendment takes effect.

18. Communications and Notices

The Parties may make statements and provide information relating to the Agreement by email to the addresses specified in the Agreement, the Order or a subsequent notice.

The Customer is responsible for keeping its contact details up to date. Information sent to the most recent email address provided by the Customer is deemed effectively delivered unless 2BITS receives a notice of permanent delivery failure.

Notices of termination or non-renewal of the Agreement must be sent at least in documentary form unless the Agreement requires written form.

19. Final Provisions

The Customer may not assign any rights or obligations under the Agreement to a third party without the prior consent of 2BITS given at least in documentary form. The requirement to obtain consent also applies to a transfer as part of the sale of an enterprise or an organised part of an enterprise.

2BITS may assign the Agreement to an affiliate or legal successor in connection with a reorganisation, merger, demerger, sale of an enterprise or an organised part of an enterprise, provided that this does not materially worsen the Customer's position.

If any provision of the Agreement is found to be invalid or ineffective, the remaining provisions remain in force. The Parties will replace that provision with a valid provision that reflects its economic purpose as closely as possible.

A failure or delay in exercising a right under the Agreement does not constitute a waiver of that right.

The Agreement is governed by Polish law.

Any disputes arising out of or in connection with the Agreement will be resolved by the court having jurisdiction over the registered office of 2BITS unless mandatory law provides otherwise.

These Terms of Service enter into force on the date specified in the Document Information.

Document Information

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