

TERMS OF USE

E-Development Piotr Nadulny is service provider which operates BeeAbroad.com Service. BeeAbroad.com is a social networking (on-line) service that allows Users to create unique personal profiles in order to find and communicate with students from all universities in the world as well as with the Coordinators and Student organizations from those universities and other persons. The services offered by BeeAbroad.com Services include any BeeAbroad-branded URL, messaging services (including, without limitation, instant messaging, private messaging, and email services), mobile services, and any other features, content, or applications offered from time to time by BeeAbroad.com Services in connection with E-Development's business. The BeeAbroad.com is hosted in Poland.

I. Introduction.

1. This Terms of Use set forth terms and conditions of use of social networking platform BeeAbroad.com, including, without the limitation, the rights and obligations of User of BeeAbroad.com.
2. Using BeeAbroad.com is free of charge. Services offered by BeeAbroad.com Services may be remunerated according to the price list placed under each description.
3. User acknowledges and agrees that under Article 3 of Directive 2000/31/EC of the European Parliament and of the Council of 8th June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market ('Directive on electronic commerce') the provision of information society services is subject to law of the country in which the service provider has established its registered office, except for norms of competence and services enclosed in Exhibit no 2 to the Directive.
4. Having regard to the above, User acknowledges that this Terms of Use is governed and shall be construed in accordance with the laws of Poland, including, without the limitation:
 - 1) Civil Code – Act of 23rd April 1964 (Official Journal of Laws of 1964, No 16 item 93 as amendment);
 - 2) Act of 18th July 2002 - on the services provided by electronic means (Official Journal of Laws of 2002, No 144 item 104);
 - 3) Act of 2nd March 2000 on the protection of certain consumer rights and on the liability for damage caused by a dangerous product (Official Journal of Laws of 2000, No 22 item 271);
 - 4) Act of 29th August 1997 on the protection of Personal Data (unified text - Official Journal of Laws of 2002, No 101 item 926).

II. Definitions.

For the purposes of this Terms of Use, the following terms shall have the following respective meanings:

1. **User** – means a natural person (consumer) or organization who, under this Terms of Use, is registered on BeeAbroa.com. The term User refers to Student, Coordinator and to Student Organization and other registered person.
2. **Student** – means any register on BeeAbroa.com natural person who is student or a former student of an university as well as a person who would like to become a student and for this purpose is searching the information on BeeAbroa.com or using BeeAbroa.com Services. Student is entitled to set up a Profile. Regardless of the above Student who is using BeeAbroa.com Services is also a consumer within the meaning of article 22¹ of Civil Code.
3. **Coordinator** – means a person who is acting on behalf of university (its representative), entitled to set up a Profile.

4. **Groups** - consists of discussions and mailing list functionality enabling groups of Users to communicate with one another Users through the BeeAbroad.com. Content for each Group is stored by BeeAbroad.com and made searchable and browsable on the BeeAbroad.com website.
5. **Student Organization** – means an organization or other association, operated by students at a university, whose membership normally consists only of students. Student Organizations often aim to facilitate a particular activity or promote a belief system, although some (explicitly) require nothing more than that a member is a (former) student. Some are not affiliated with a specific university and/or accept non-university students.
6. **BeeAbroad.com** – the social networking service on which there are provided on-line services under the brand BeeAbroad.com Services, by means of electronic equipment for the processing (including digital compression) and storage of data. The owner of BeeAbroad.com is **E-Development Piotr Nadulny** with its registered office in Poland, 05- 820 Piastów, Złotej Jesieni 23 street, Tax Identification Number (NIP) 534 215 09 00 and the State Statistical Number (REGON141045074) Registered in Record of Economic Activity under no. 7280/2009;
7. **BeeAbroad.com Services** – means a range of on-line services, provided by Companies on BeeAbroad.com, including without limitation, covers any services provided for remuneration or without remuneration, at a distance, by means of electronic equipment for the processing (including digital compression) and storage of data, and at the individual request of a User, consisting, in particular, of selling goods on-line such as tickets, mobile equipment; providing services which concerning conclusion of lease contract, contract for the provision of telecommunications services and other services;.
8. **Companies** – means a natural person, a legal person or an unincorporated organizational unit, granted legal capacity by a separate law, conducting in its own name an economic or professional activity.
9. **Registration** – means an activity consisting in the submission the Personal data of User after granting a consent to this Terms of Use and Private Policy by which User set up its Profile.
10. **Profile** – means an individual account which is set up only for User after Registration.
11. **Collector** – means an entity which collects and processing Personal data.
12. **Terms of Use** – this Terms of Use which governs relationship between BeeAbroad.com. and Users and others who interact on BeeAbroad.com. Service. By using or accessing on BeeAbroad.com User agrees to this Terms of Use.

III. General Terms and Conditions of provision On-line services.

1. Use or access on BeeAbroad.com may any User.
2. User acknowledges and consent to enter into agreement on provision on-line services by Registration. BeeAbroad.com Services covers any services provided for remuneration or without remuneration, at a distance, by means of electronic equipment for the processing (including digital compression) and storage of data, and at the individual request of a User.
3. Using of BeeAbroad.com and BeeAbroad.com Service is authorized only to the extent allowed by the provisions of this Terms of Use.
4. Registration shall be deemed as a knowledge and acceptance of this Terms of Use and Private Policy which constitutes an integral part hereof.
5. BeeAbroad.com does not claim any ownership rights in the text, files, images, photos, video, sounds, applications or any other materials (content) that User transmit, submit, display or publish (post) on, through or in connection with the BeeAbroad.com Services.
6. User acknowledges that opinions expressed on BeeAbroad.com are transmitted by User. BeeAbroad.com reserves the right to investigate and take appropriate legal action against any User who, in BeeAbroad.com's sole discretion, violates this Terms of Use, including, without limitation, removing the offending content from the BeeAbroad.com, terminating the Profile of such User and/or reporting such content or activities to law enforcement authorities.
7. Prohibited content includes, but is not limited to:
 - 1) content which is discriminatory as to appearance, race, religion, gender, culture, origin or which can otherwise be called offensive;

- 2) content which incites to violence against and/or harassment of another person or other persons;
- 3) content which leads to or is the result of exploitation or abuse of others;
- 4) content which is contrary to public morality or good taste, is violent or includes a link to pornographic material or pornographic websites, or includes pornographic or erotic material;
- 5) content which asks for personal data of minors and/or makes available personal data of other persons;
- 6) content which encourages or commits the performance of illegal activities;
- 7) content which infringes intellectual property rights, privacy rights or any other rights of BeeAbroad.com or third parties;
- 8) content which involves chain letters, junk mail or spamming and/or which asks for passwords or other information leading back to persons for commercial or illegal purposes;
- 9) content which, without the prior written consent of BeeAbroad.com, involves commercial activity such as advertising, lotteries, contests or pyramid games;
- 10) content which includes a photograph or likeness of another person without that person's consent;
- 11) content which infringes any law, regulation, other bye-law, or this Terms of Use.

IV. Registration, set up a Profile.

1. In order to be able to use BeeAbroad.com and BeeAbroad.com Services User apply for its own Profile in the manner described below.
2. The Profile may be set up if User:
 - 1) accept this Terms of Use;
 - 2) file on BeeAbroad.com registration form;
3. In registration form User is obliged to give a Personal data required to provide On-line Services, in particular:
 - 1) first name
 - 2) second name;
 - 3) e-mail address.
 - 4) password
 - 5) gender
 - 6) date of birth
 - 7) city
 - 8) country
4. In registration form User may give an additional Personal data, in particular:
 - 1) zip code
 - 2) address
5. User may not create a Profile in the name of another person, unless that other person has granted to User a consent to do so.
6. User may register on BeeAbroad.com with the use of an account/ a profile on Facebook.com (social network platform).
7. The fulfillment of a registration form is deemed as a statement that User:
 - 1) presented true its Personal data,
 - 2) presented its Personal data consistent with the actual status and,
 - 3) has 18 years of age or over or has 13 years and has a consent of parents or guardian to create a Profile;
 - 4) has taken knowledge of the Terms of Use and Private Policy which constitutes an integral part hereof;
 - 5) undertakes to comply with thereof.
8. After Registration User on its e-mail address shall receive confirmation that its individual Profile has been (was) set up. From this moment User access on its Profile by log-in with the use of created by its own password.

9. Subject to above, BeeAbroad.com may at its own discretion decide whether or not to provide User a Profile.
10. By Registration User consent to processing its Personal data presented during Registration process. Lack of consent to processing Personal data means that User is not able to use BeeAbroad.com Service.
11. BeeAbroad.com processing User's Personal data solely in purpose of provision BeeAbroad.com Services and, upon prior consent expressed by User during Registration, Service Provider may processing User's Personal data in commercial purpose.
12. User has a right to control the processing of its personal data, in particular User has the right to demand the data to be completed, updated, rectified, temporarily or permanently suspended or erased, in case they are not complete, outdated, untrue or collected with the violation of the provisions of law, or in case they are no longer required for the purpose for which they have been collected, as well as has right to object to the processing of its Personal data for the commercial purpose.
13. User is entitled to make a amendments in its Personal data by sending to Service Provider an e-mail contact@beeabroad.com with a statements covers the scope of amendments.
14. The Controller of User's Personal data is BeeAbroad.com.
15. The Controller declares that he collects and processing User's Personal data in accordance with Act of 29th August 1997 on the protection of Personal Data (unified text - Official Journal of Laws of 2002, No 101 item 926) and he implement all technical and organizational measures to protect the Personal data being processed, appropriate to the risks and category of data being protected, and in particular to protect data against their unauthorized disclosure, takeover by an unauthorized person, any change, loss, damage or destruction.
16. By registration User consent to receive by e-mail a commercial information in accordance with an act of 18th July 2002 - on the services provided by electronic means (Official Journal of Laws of 2002, No 144 item 104).

V. Profile.

1. By possessing a Profile User is entitled, including, without limitation, to:
 - 1) create and edit its own Profile, in particular, by placing a photos, information about itself;
 - 2) create its own list of contacts;
 - 3) "post" on forum, express its opinion, in particular, about cities, countries, universities, other User's Profiles;
 - 4) send and receive an e-mails, private e-mails;
 - 5) join to cities, countries, universities, semesters, Groups, Student organizations;
 - 6) download files by remuneration or without remuneration (free);
 - 7) use (benefit) a BeeAbroad.com Services.
 - 8) do other activities.
2. User is entitled to terminate its Profile at any required time using setting on its Profile. Profiles of Companies shall be deleted.
3. BeeAbroad.com, upon User's prior consent, may associated with commercial or sponsored content User Profile (name or picture). User may limit this activity by using its private settings.

VI. BeeAbroad.com. Services

1. With the use of BeeAbroad.com the Companies may offered range of services, under the brand BeeAbroad.com, provided for remuneration or without remuneration, at a distance, by means of electronic equipment for the processing (including digital compression) and storage of data.
2. Each of BeeAbroad.com Services is provided at the individual request of User upon applicable law.
3. User acknowledges that BeeAbroad.com act as an agent in concluding contracts with Companies. Each contracts is concluded between User and Company. BeeAbroad.com shall endeavour to

ensure that contracts concluded at distance between User and Company shall be pursuant to applicable regulations, in particular, pursuant to the consumer protection regulations.

4. With the use of BeeAbroad.com the Companies offer, in particular, services consisting in:
 - 1) transactions, such as financial transactions, real estate transactions (lease);
 - 2) Communications such as ;
 - 3) information.
5. User acknowledges that services available on BeeAbroad.com Services may be provided by remuneration.
6. All payments shall be made by credit card, transfer or other form of payment. In order to perform payment in the manner indicated above User is using electronic system available on BeeAbroad.com Services provided by service carrying out non-cash settlements. For the avoidance of doubts BeeAbroad.com is not a party of the contract between the User and the service carrying out non-cash settlements as well as is not a party of the contract between User and Company.
7. Hence, BeeAbroad.com is not responsible for delays resulting after placement of the transfer order with the bank nor for non-completion of the payment or delay in payment as a result of the User providing incorrect or incomplete information which make impossible the bank transfer. BeeAbroad.com is also not responsible for other delays that result from situations beyond the control (force majeure).
8. User acknowledges that prices or fees stated on BeeAbroad.com Services website may, without prior announcement, be changed. Only the price or fees stated on BeeAbroad.com Services website when the contract between User and Company is concluded shall be binding.
9. User acknowledges that additional Personal data may be requested by Company in order to perform a contract concluded with it. In the case above-mentioned the collector of User's additional Personal data is Company.

VII. Copyright

1. BeeAbroad.com does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, applications, or any other materials, here and after referred as "Content", that User transmit, submit or publish, here and after referred as "post", on, through or in connection with the BeeAbroad.com.
2. After posting your Content on, through or in connection with BeeAbroad.com User continue to retain any such rights that you may have in User's Content, subject to the limited license herein.
3. By posting any Content on, through or in connection with BeeAbroad.com User hereby grant to BeeAbroad.com a limited license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content solely on, through or in connection with BeeAbroad.com, including, without limitation, through the websites or other services which are linked with BeeAbroad.com, except that Content marked "private" shall not be distributed by BeeAbroad.com outside BeeAbroad.com and linked services.
4. This limited license does not grant BeeAbroad.com the right to sell or otherwise distribute User's Content outside of the BeeAbroad.com or linked services.
5. Notwithstanding the foregoing, User acknowledges and agrees that once Content is distributed to a linked service or incorporated into other aspects of BeeAbroad.com, BeeAbroad.com is under no obligation to delete or ask other Users or a linked service to delete that Content, and therefore it may continue to appear and be used indefinitely.
6. User represent and warrant that:
 - 1) is owner of the Content posted by you on, through or in connection with BeeAbroad.com, or otherwise has the right to grant the license set forth in this point 3 above, and
 - 2) Content posted on, through or in connection with the BeeAbroad.com and/or linked services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity.

VIII.Liabilities

1. BeeAbroad.com is not responsible for any damage to the User resulting in the loss of data or the delay in receiving or sending information as a result of a lack transmission, incorrect transmission, incorrect transmission, delay of interruption in service beyond the control of the BeeAbroad.com, particularly as the result of war, hurricane, fire, flood, earthquake, strike, legal proceedings, and veto of governmental institutions, national or international agreements, damage to all or a part of the Internet network, electricity network and others that interfere with the functioning of the BeeAbroad.com.
2. User is responsible for keeping the password of its account confidential to others and User shall not grant others access to BeeAbroad.com by using its Profile. User are liable for everything that happens because of others using its Profile with or without your consent or knowledge in the period prior to the time that you inform us of any unauthorized use.
3. BeeAbroad.com is not responsible for a User's misuse or misappropriation of any content or information posted in any BeeAbroad.com Groups or forums.

X. Final Provisions

1. User may terminate its Profile, for any or no reason, at any time, with notice to BeeAbroad.com . This notice will be effective upon processing User notice.
2. BeeAbroad.com may terminate the User's Profile for any reason or no reason, at any time, with or without notice. This cancellation shall be effective immediately or as may be specified in the notice.
3. Termination of Profile includes disabling access to Profile on BeeAbroad.com and may also bar User from any future use of BeeAbroad.com.
4. User has the right to submit a written complain within 14 days from the occurrence of the event that caused the complain, to the following address: office@beeabroad.com The complain should contain: the name and surname and exact address for the person placing the complain (User) along with an exact description and reason for the complain.
5. BeeAbroad.com has 30 working days in which to respond, from the date the complain is received.
6. All disputes that are not resolved in a amicable manner, shall be
7. To all matters not explicitly covered herein, Polish law, particularly the provisions of the Civil Code, shall apply as well as the acts referred in Section I point 4.
8. All the disputes resulting from or related to this Terms of Use shall be settled by appropriate for BeeAbroat.com the Polish court.
9. This Terms of Use is available in electronic way on www.beeabroad.com
10. The Private Policy constitute an integral part hereof. Acceptance of this Terms of Use is deemed as acceptance of the Private Policy. Lack of acceptance of this Terms of Use and/or of the Private Policy prevent using BeeAbroad.com and BeeAbroad.com Services.
11. BeeAbroad.com reserves its right to modify this Terms of Use at any time and from time to time, and each such modification shall be effective upon posting on www.beeabroad.com.