

Terms of use of the SuperMemo.com Service

Thank you for choosing SuperMemo. Welcome to the terms of use for the Service – please read them carefully.

§ 1. Definitions

1. **SuperMemo** – the SuperMemo World sp. z o.o. company located at ul. Grunwaldzka 104, 60-307 Poznań, Poland, registered in the register of entrepreneurs maintained by the District Court of Poznań Nowe Miasto and Wilda in Poznań, 8th Economic Division of the National Court Register, under the number KRS 0000027598, VAT no: PL7822216681, share capital: PLN 70,000.00.
2. **Service** – the SuperMemo.com webservice, provided by SuperMemo, available online at www.supermemo.com (hereinafter: **Webservice**) and its connected applications (hereinafter: **Applications**), listed at www.supermemo.com/apps, made available to the Users based on the provisions in these terms of use (hereinafter: **Terms of Use**).
3. **User** – person registered in the Service who uses it via an Account.
4. **Account** – User account, created when registering to the Service, for the use of one person only.
5. **Courses** – all educational materials available in the Service including free Courses and paid Courses.
6. **Private courses** – courses prepared by Users for their own needs or made available to other Users based on the provisions in these Terms of Use.
7. **Services** – all services provided by SuperMemo in the Service including free Services and paid Services.

§ 2. Using the Service

1. In order to use the Service and its features, as well as download the Applications, it is necessary to use an Internet-connected device equipped with a web browser, subject to clause 7 herein.
2. Registration. Using the Service and providing information in the registration form is entirely voluntary. Registration in the Service is free of charge. By registering in the Service, the User acknowledges that they have read the Terms of Use and consents to all of its provisions. The User has the right to use the Service in accordance with these Terms of Use and the relevant rules of law in Poland. The personal data obtained by SuperMemo in the process of registering in the Service come under the Policy of personal data protection. Detailed information in this respect is included in the [Privacy Policy](#).
3. Learning. Learning in the Service is personalized. This means that the learning process and monitoring of the learning progress are assigned to one person identified by the system based on the Account. Services provided to the User cannot be transferred to third parties.
4. Content. All materials contained in the Service are subject to copyright and are protected under the Law on copyright and related rights of 4 February 1994 (Journal of Laws of 1994, No. 24, item 83, as amended).
5. Technical and marketing information may be displayed to the User of the Service.
6. Children. SuperMemo does not collect any personal data of children and minors. A parent or legal guardian can make a course at SuperMemo.com available to a child or minor; however, the parent or legal guardian use their data when creating an account. If an account is created by a child or minor, it is done exclusively upon their parent or guardian's consent and using their data.
7. Technical requirements. SuperMemo makes reasonable efforts, but does not guarantee that the Service will work on all types of devices, browsers and operating systems. The currently supported systems are available at www.supermemo.com/apps.

§ 3. Rules for the provision of services

1. Within the Service, SuperMemo provides free and paid Services and Courses. They can also be offered, handed over or sold by authorized agents, including App Store, for example.
2. The prices for paid Services and Courses may differ among countries, depending on the local taxes, currency exchange rates or other factors. The exact prices and their respective currencies are available in the Service in the Course catalogue.
3. When the User purchases a Service or a Course for a limited time, SuperMemo guarantees that the User will have access to the SuperMemo.com Service, Service or Course during this time.
4. When the User purchases a Course for an unlimited time:
 - a. SuperMemo guarantees that the User will have time-unlimited access to the Course downloaded to Applications in the version current on the day of purchase and in their updates subject to § 7 clause 2 of the Terms of Use;
 - b. SuperMemo grants the User a free-of-charge access to the Course in the Webservice, including the functionalities of learning and synchronizing the progress in Course among Applications, but it does not guarantee that this access will be provided for an unlimited time. In such case, access to the Course in the Webservice is subject to the provisions in § 4 clause A of the Terms of Use.

§ 4. Types of services provided

A. Free Services and Courses

1. The User can access free Services and Courses in the Service free of charge.
2. Free Services and Courses in the Service may be accompanied by advertisements.
3. SuperMemo may at any time, without notice and at its sole discretion change the mode and scope of providing free Services and Courses in the Service, including, but not limited to, cease to make them available, and the User shall not be entitled to claim any damages for any loss caused due to the access being ceased or limited.

B. Paid Services and Courses (one-off payments)

In the Service, it is possible to purchase time-unlimited or time-limited access to selected Services and Courses via one-off transactions.

C. Renewable Subscription in the Service and Trial Period

1. The User may use paid Services and paid Courses in the Service in a subscription model renewed in a monthly billing cycle (hereinafter: **Subscription**).
2. The Subscription gives the User access to all the Courses covered by the Subscription, which are marked as "Premium".
3. Purchasing the Subscription means entering a fixed-term contract period, where one billing cycle is the minimum period of commitment for the User.
4. The first month of the Subscription (hereinafter: **Trial Period**) is free of charge. The Trial Period can be started on condition that the data necessary for completing payments after the Trial Period has finished are provided by the User.
5. SuperMemo may at its own discretion define the User's right to use the Trial Period, as well as withdraw or modify it at any time, without notice and without liability, to the maximum extent permitted by law.
6. The Subscription fee is charged for one billing cycle, where the billing cycle starts on the day of purchasing the Service. The Subscription fee is charged automatically.
7. The Subscription may be cancelled at least 24 hours prior to the end of the current billing cycle of the Subscription. Otherwise the Subscription is automatically renewed for the next billing cycle, and the User is charged with a fee for its renewal. In order to cancel a Subscription purchased through an agent, including App Store and PayPal, the User needs to use the cancellation mechanisms provided by such an agent.
8. When the Subscription expires, the User loses access to the Services and Courses covered by the Subscription, including access to repetitions, unless such access results from one-off transactions concluded.
9. SuperMemo may at any time change the price of the Subscription. The changed price must be accepted by the User. The changed price applies to billing cycles not yet paid for and goes in

effect at the beginning of the next billing cycle following the date of the price change. If User does not accept the new price, it is tantamount to cancelling the Subscription.

D. Private courses

1. SuperMemo makes it possible for the Users to create private Courses and learn from them within free Services in the Service.
2. The User who creates a private Course (hereinafter: **Author**) agrees to abide by the Law of 4 February 1994 on copyright and related rights (Journal of Laws of 1994, No. 24, item 83, as amended), in particular the User agrees not to include any content that might infringe upon anyone's rights in the User's private Course.
3. The Author owns full copyright to the private Course they create. These rights are not transferred to SuperMemo.
4. By publishing a private Course, the Author agrees at the same time that it will be made available free of charge and for an unlimited time to other Users using the Service.
5. In the Service, it is forbidden to create or publish materials including content that:
 - a. Violates the law, including, but not limited to, pornographic and racist content;
 - b. Violates the reputation of third parties or SuperMemo;
 - c. Is indecent, vulgar, offensive;
 - d. Is of commercial and promotional nature;
 - e. Is untrue or misleading;
 - f. Is outdated.
6. SuperMemo may block access to a private Course or delete it from the Service in case of a suspicion that publishing and sharing the content of a given private Course violates the law, rules of the Terms of Use or third parties' rights.
7. SuperMemo may change the category of a published private Course selected by the Author.
8. SuperMemo is not involved in the process of creating private Courses and has no liability for the authenticity and reliability of the information provided by the Authors. SuperMemo does not provide support as far as the content of private Courses is concerned. SuperMemo merely lends the technical resources necessary for creating and sharing private Courses.
9. By publishing a private Course, i.e. by granting access to it to other Users, the Author declares that they are the creator of the materials that they published, take full legal responsibility for the published content and agree to share the private Course with other Users in all its versions and forms, including through possible partners of the Service. This consent is for an indefinite term and cannot be withdrawn in case of Users who began to use the private Course during the period when it was shared.
10. In case of any claims directed to SuperMemo by third parties with respect to their rights to the content of a User's private Course, the User who shared this private Course within the Service agrees to indemnify and hold SuperMemo harmless from and against any responsibility, and cover all expenses, including, but not limited to, losses and legal costs and fees, that SuperMemo may be obliged to incur arising out of such claim.

§ 5. Payments and forms of settlement of accounts

1. Fees for access to Services and Courses in the Service may be paid by electronic payments.
2. In special cases, the paid access service agreement shall be concluded by activating an access code distributed by SuperMemo or by its authorized distributors.
3. When handling transactions, SuperMemo uses services provided by intermediary companies, who may define their conditions for completing a payment.
4. The agreement for the provision of paid access to the Service shall be concluded at the time of placing the order and completing the payment by the User.
5. Access to paid Services and Courses in the Service starts as of the moment of:
 - a. Confirming the payment being completed in the Service;
 - b. Activating an access code.
6. SuperMemo shall not be liable for problems caused by payment delays at third parties, including, but not limited to, banks and intermediary companies.
7. The termination of the agreement for reasons attributable to the User before the end of the paid period that a paid Service or Course was purchased for will not result in a refund of the fees.

§ 6. User's rights and obligations

1. The User has no right to reproduce, modify, distribute, rent, lease, compile, decompile, adapt, or translate the Service or Services and Courses, and private Courses made available in the Service.
2. The User agrees to use their Account in accordance with the Polish law, social and custom norms, and the provisions of these Terms of Use, in particular:
 - a. To act in a way that does not violate the rights of SuperMemo or third parties;
 - b. Not to take action aimed at hindering or preventing the operation of the Service;
 - c. Not to transfer the right to use their Account to third parties.
3. Removing personal data. The User's request for removal by SuperMemo of the personal data provided in the registration form will cause the User account to be deleted subject to clause 4 herein.
4. Deleting an Account. The User may at any time delete their Account. To do that, the User either sends a declaration to this end via a contact form after logging in to their Account or via email to the address: support@supermemo.com. Deleting an Account is irreversible and involves deleting the full content of the Account. After deleting an Account, the User will lose all the access not only to the Account, but also to the history of their Courses, repetitions and orders.
5. The User understands and agrees that they use the Services at their own risk.
6. The User should use their own antivirus software and is responsible for configuring their information technologies, computer and mobile phone programs, and platform to access all the Services provided by SuperMemo.

§ 7. Liability of SuperMemo

1. SuperMemo makes reasonable efforts to provide the User with content that is up-to-date, complete and devoid of defects, but does not guarantee that. The User is entitled to provide feedback on the Service, using the ways of contact as defined in § 9 of the Terms of Use. The evaluation of the legitimacy of the feedback and the final decision on introducing changes within the scope described by the User rest with SuperMemo.
2. SuperMemo makes reasonable efforts to update the Service for a wide selection of devices and operating systems, but does not guarantee its compatibility and update availability for every device and system. SuperMemo bears no responsibility for situations when the Applications or Webservice cease to work due to external reasons, for example as a result of an update of the operating system on a device, change of technical conditions required by agents or partners (e.g. Apple, Google, Microsoft, Facebook) as far as cooperation with the Service is concerned, an update being blocked or limited by update agents.
3. SuperMemo does not guarantee that the Service, Services and Courses will always be available, continued and error-free. Access to the Service may be slow, limited or suspended, for example during periods of peak demand, system upgrades, scheduled or unscheduled maintenance.
4. SuperMemo shall give the Users reasonable notice of planned breaks in the Service operation whenever the length of such breaks might considerably affect the quality of using the Service.
5. SuperMemo may change the functionalities and content of the Service, suspend, withdraw or restrict the availability of the entire Service, Services or Courses, or a part of them. In case this might considerably limit the functionality of the Service, SuperMemo shall give the Users who purchased a paid Service or Course reasonable notice, for example by email, a notice within the Webservice or in Users' Accounts, quoting the reason.
6. To the maximum extent permitted by law, SuperMemo shall not be held responsible for:
 - a. Indirect losses;
 - b. Any loss of use, data, business or profits (whether direct or indirect), in all cases arising out of the use or inability to use the Service, regardless of legal grounds, without regard to whether SuperMemo has been warned of the possibility of those damages.
7. In case of Users who are entrepreneurs, the maximum total liability of SuperMemo with respect to all claims referring to the Service is limited to the amount paid to SuperMemo by the User within the 12 months preceding such claim.

8. SuperMemo is not liable for the results expected by the User or the aim for using the Services, including, but not limited to, the effectiveness of learning with the use of the Service.
9. SuperMemo has the right to cease to provide the services, block or delete an Account of a User who violates the Terms of Use.
10. SuperMemo protects Users' personal data in accordance with the Privacy Policy, available at www.supermemo.com/privacy-policy.

§ 8. Withdrawing from the purchase agreement (hereinafter: Agreement) and complaints

1. The User who is a consumer that purchased paid Services or Courses in the Service directly from SuperMemo has the right to withdraw from the Agreement without quoting the reason by written notice sent subject to § 9 within 14 days from the conclusion of the Agreement.
2. In case of termination of the Agreement, the Agreement shall be null and void.
3. In case the termination of the Agreement involves a return of the payment completed, SuperMemo returns to the User the payment received from them no later than within 14 days from the date on which the notice of withdrawal from the Agreement has been delivered to SuperMemo.
4. In case of Users who are consumers, SuperMemo is liable for physical and legal defects of the services provided in accordance with the provisions of the Polish Civil Code (warranty).
5. When providing services or selling between entrepreneurs the provisions concerning warranty shall be excluded.
6. In order to make the processing of complaints more efficient, SuperMemo recommends that they should be submitted in writing subject to § 9 of the Terms of Use.
7. The complaint processing period is 14 days from the date of receiving the complaint by SuperMemo.

§ 9. Contact

The Users may contact SuperMemo via the contact form available in the Service at www.supermemo.com/contact or via email at support@supermemo.com.

§ 10. Final provisions

1. These Terms of Use shall be governed by and construed in accordance with the laws of Poland.
2. SuperMemo may change the Terms of Use from time to time. When making substantial changes to the Terms of Use, SuperMemo will provide the User with prominent notice as appropriate under the circumstances, e.g. by displaying a prominent notice within the Service or by sending the User an email. In cases indicated in the Terms of Use, SuperMemo shall notify the User in advance, and the User's continued use of the Service after the changes have been made will constitute the User's acceptance of the changes. The User who does not wish to continue using the Service under the new version of the Terms of Use may terminate the Agreement by contacting SuperMemo via the contact form as described in § 9 of the Terms of Use.

Poznań, 22 May 2018

Thank you for reading the SuperMemo.com Terms of Use. We hope you are satisfied with our services. If you have any questions, please contact us at: support@supermemo.com.