Kulturka Hub Platform Subscription Terms

These Terms set out the rules for using the Kulturka Hub platform, operated by Made in Kulturka Aleksandra Charabin, with its registered office at ul. Monte Cassino 27/25, 65-561 Zielona Góra, Poland, entered in the business register, NIP: 9291768850, REGON: 081175819, email: madeinkulturka@gmail.com, phone: +48 530 858 015. Kulturka Hub is an online educational and artistic community that provides Users with access to teaching materials, lesson plans, artistic projects, video courses, live sessions with experts, group chats, masterminds, and creative challenges. The platform's purpose is to support teachers, educators, artists, and parents in developing creativity and delivering high-quality arts education.

Acceptance of these Terms is a condition for using the platform.

2. Definitions and Scope of Services

Service Provider – Made in Kulturka Aleksandra Charabin, ul. Monte Cassino 27/25, 65-561 Zielona Góra, Poland, NIP: 9291768850, REGON: 081175819, email: madeinkulturka@gmail.com, phone: +48 530 858 015, operating the website at www.madeinkulturka.art.

Platform / **Kulturka Hub** – the online educational—artistic platform available at www.madeinkulturka.art, enabling Users to access teaching materials, lesson plans, artistic projects, video courses, live sessions, group chats, masterminds, creative challenges, and an online community of teachers, educators, and artists worldwide.

User – a natural person with full legal capacity, or a legal entity, that has purchased a subscription and uses the services provided by Kulturka Hub.

Subscription – paid access to the services and content made available on the Platform, provided in billing periods according to the selected pricing option.

Materials – any educational and artistic content, including lesson plans, curricula, video recordings, graphics, checklists, templates, event reports, and other works prepared by the Service Provider or collaborating experts.

Community – the interactive part of the platform including group chats, topic forums, masterminds, and online events, enabling Users to exchange experience.

3. Subscription Types and Pricing

Use of the Kulturka Hub Platform is based on a subscription that entitles the User to access all materials and features available under the chosen plan.

The subscription is available in the following pricing options:

- a) **Monthly subscription USD 47**, payable in advance for each commenced month of access.
- b) **Semi-annual subscription USD 40 per month** (payable upfront in a single payment for the entire 6-month period),
- c) **Annual subscription USD 30 per month** (payable upfront in a single payment for the entire 12-month period).

As the Platform develops, subscription prices may change for new Users. Users who start a subscription before new prices are introduced and maintain continuous participation benefit from a **price guarantee** (price lock).

All prices are stated in **US dollars** (**USD**) and include any applicable taxes in accordance with the law.

The Service Provider reserves the right to introduce promotional offers and discounts for selected subscription plans for a specified period.

4. Payment Terms

Subscription fees are paid **in advance** for the selected billing period according to the plan chosen by the User.

Available payment methods include electronic payments, in particular payment card, online transfer, or **PayPal**. The Service Provider may introduce other methods, which will be communicated on www.madeinkulturka.art.

For semi-annual and annual subscriptions, the full amount due for the entire billing period is charged **once upfront**.

The User consents to **automatic renewal** of the subscription upon expiry of each billing period unless the subscription is cancelled in accordance with these Terms.

In the event of payment issues (e.g., insufficient funds, declined transaction), the Service Provider reserves the right to **suspend access** to the Platform until the subscription is successfully paid.

All payments are processed in **USD**. For payments made from other countries, additional transaction or currency conversion fees may apply according to the User's bank or payment operator.

5. Rules for Using the Platform

The User gains access to the Platform after registration and successful payment of the selected subscription plan.

A User account is **personal** and may not be shared with third parties. The User undertakes to keep login credentials (login and password) confidential.

Materials provided within Kulturka Hub are intended solely for the User's personal use within their educational and creative practice. It is prohibited to:

- a) copy and distribute Materials to third parties,
- b) resell Materials in any form,
- c) use Materials for commercial purposes other than conducting educational or artistic activities consistent with the User's professional profile.

The User undertakes to use the Platform in a manner consistent with the law, good practice, and these Terms.

The Platform Community (chats, forums, masterminds, live sessions) is intended for exchanging experience, inspiration, and knowledge. It is prohibited to post content that is offensive, unlawful, promotional/advertising in nature, or that infringes third-party rights.

The Service Provider reserves the right to **temporarily block** or **permanently remove** a User's account that violates these Terms.

6. Price Guarantee

The Service Provider ensures that the User's subscription **price at the time of entering into the subscription** will be honored, provided the User maintains **continuous participation** in the chosen plan.

This means that if subscription prices are later increased for new Users, existing Users who **continuously** pay for their subscription retain the right to use the Platform under the **pricing in effect at their initial registration**.

If continuity of the subscription is interrupted and the User later rejoins Kulturka Hub, the **current prices** will apply.

The Service Provider may introduce new subscription plans and promotional offers differing from existing pricing, without affecting the **acquired rights** of current Users under the price guarantee.

7. Cancellation and Refunds

The User may cancel the subscription **at any time** via the Platform account settings or by contacting the Service Provider at **madeinkulturka@gmail.com**.

For the **monthly subscription**, cancellation prevents the next charge after the current billing period ends. Access remains active until the end of the paid month.

For **semi-annual** or **annual** subscriptions, cancellation **does not** entitle the User to a refund for the unused portion of the period. The User retains access until the end of the paid billing period.

The Service Provider does **not** provide refunds for billing periods already commenced, unless required by mandatory provisions of law.

The Service Provider reserves the right to terminate the subscription with immediate **effect** in the event of a gross breach of these Terms by the User, without the right to a refund of fees paid.

8. Liability and Disclaimers

The Service Provider exercises due care to ensure that the materials and content provided on the Kulturka Hub Platform are up-to-date, reliable, and prepared to the highest substantive and artistic standards.

Materials available on the Platform are **educational and artistic** in nature. The Service Provider is not responsible for the manner in which the User applies them or for outcomes achieved in the User's educational, artistic, or business activities.

The Service Provider does **not** guarantee that the User will achieve specific results, including increased client numbers, career advancement, or particular artistic or marketing effects.

The Service Provider is not liable for interruptions in access to the Platform resulting from causes beyond its control, including but not limited to hardware failures, force majeure, technical problems on the side of internet operators, or other third parties.

The Service Provider is not responsible for content posted by Users within the Platform Community (chats, forums, masterminds). **Only the User** who posts such content is responsible for it.

The Service Provider reserves the right to temporarily suspend access to the Platform to perform maintenance or updates, and will inform Users in advance where reasonably possible.

9. Final Provisions

These Terms are effective from the date of their publication on www.madeinkulturka.art and form an integral part of the subscription agreement between the Service Provider and the User.

The Service Provider reserves the right to amend these Terms. Users will be notified in advance of any changes by publication of a new version on the website or by email.

If the User does not accept the changes to the Terms, the User has the right to cancel the subscription in accordance with these Terms.

Matters not regulated herein are governed by **Polish law**, in particular the **Civil Code** and the **Consumer Rights Act**.

Any disputes arising from the use of the Kulturka Hub Platform will be resolved by the competent common courts having jurisdiction over the Service Provider's registered office, subject to mandatory legal provisions on court jurisdiction for consumers.

The Terms are available free of charge to all Users on the Service Provider's website in a form that allows them to be downloaded, stored, and printed.