

Part I - TalkNative Terms & Conditions

Effective date: 18 September 2026

§1. Service Provider and Definitions

1. The website <https://talknative.pl> (the “Website”) and the services offered through it are operated by Fundacja Rozwoju Przedsiębiorczości “Twój StartUp”, with its registered office at ul. Żurawia 6/12, lok. 766, 00-503 Warszawa, Poland, KRS 0000442857, NIP 521-364-12-11, REGON 146433467, correspondence address: Atlas Tower, Aleje Jerozolimskie 123A, 18th floor, 02-017 Warszawa, acting through the organised part of the enterprise operating under the name TalkNative.
2. The person designated for operational contact in connection with TalkNative is Patrick O'Sullivan, email: office@talknative.pl, telephone: +48 727 702 000.
3. “Client” means a person using the Website, booking a consultation, purchasing or booking a lesson or lesson package, or otherwise entering into an agreement for a TalkNative service.
4. “Consumer” means a consumer within the meaning of applicable Polish law.
5. “Service” means an English-language teaching or related educational service offered through TalkNative.
6. “Contract” means a contract for a Service concluded between the Client and Fundacja Rozwoju Przedsiębiorczości “Twój StartUp”, acting through TalkNative.

§2. Scope of Services

7. TalkNative provides English-language teaching and related educational services, including individual online lessons, lesson packages, conversation lessons, Business English and specialist English lessons, examination preparation, free introductory consultations, an online English-level assessment, learning materials and other services described on the Website.
8. The current description, duration, availability and price of each paid Service are shown on the Website or otherwise communicated to the Client before the Contract is concluded.
9. Unless expressly stated otherwise, TalkNative does not provide accredited examinations and does not issue officially recognised language certificates.

§3. Free 25-Minute Consultation

10. TalkNative may offer prospective students one free 25-minute online consultation.
11. The consultation is intended to discuss the prospective student’s English-learning goals, approximate current level, previous learning experience, preferred type of lessons, availability and suitable TalkNative services.
12. The consultation is introductory and does not constitute a formal language examination or certified assessment.
13. Booking or attending a free consultation does not create any obligation for the prospective student to purchase paid lessons or enrol on a course, nor does it create any obligation for TalkNative to provide additional lessons or services free of charge.
14. The free consultation is normally available once per prospective student, regardless of whether that person subsequently purchases a paid Service. Any additional free consultation is provided only at TalkNative’s discretion.
15. If a prospective student cannot attend, they should cancel or reschedule as early as reasonably possible. TalkNative may decline further free-consultation bookings following non-attendance or repeated booking/cancellation.

§4. English-Level Assessment

16. The Website may provide an English-level assessment designed to give a general indication of a participant’s current English level.
17. The result is approximate only and may not fully reflect all language skills, including speaking, listening, writing, pronunciation and real-time communicative ability.
18. The assessment is not an official examination, does not constitute an official CEFR qualification, does not lead to the issue of a certificate and should not be treated as equivalent to an examination administered by an accredited examination body.
19. Where appropriate, the assessment may be supplemented by a conversation with the teacher before a recommended course or lesson level is determined.
20. TalkNative does not guarantee that the assessment result will correspond exactly with a result obtained in an external examination.

§5. Booking and Availability

21. Lessons are booked using the booking facilities made available through the Website or another method agreed with TalkNative.
22. Available appointment times are subject to availability. A time displayed as available is not guaranteed until the booking process has been completed and confirmed.
23. Booking and availability information may be synchronised with Google Calendar and other systems used to provide the booking service.
24. The Client must provide accurate information, including a working email address, and is responsible for checking booking confirmations and messages relating to the Service.
25. TalkNative may make reasonable changes to availability and may withdraw individual time slots that are no longer available.

§6. Prices, Orders and Payment

26. Prices are displayed before the Client places an order and are stated in Polish złoty (PLN) unless another currency is expressly indicated.
27. The total amount payable is shown before the order is submitted.
28. Online payments may be processed by Stripe. Where Stripe processes a payment, TalkNative does not ordinarily receive or store the Client's complete payment-card number.
29. The final order control used for a paid Service must make clear that submitting the order creates an obligation to pay.
30. A Contract is concluded when the Client's order is accepted and confirmation is provided, normally electronically.
31. Unless expressly stated otherwise in the relevant offer, lesson packages do not renew automatically.
32. Any validity period or special conditions applying to a lesson package will be displayed before purchase or stated in the order confirmation.

§7. Lesson Packages

33. Where a Client purchases a package containing more than one lesson, lessons may be booked separately from the available appointment times.
34. The number, duration and any validity period of lessons included in the package will be stated before purchase.
35. Clients are responsible for booking lessons sufficiently early to use them within any stated validity period.
36. A lesson package is intended for the person for whom it was purchased and may not be transferred to another person without TalkNative's agreement.
37. Nothing in this section limits statutory Consumer rights.

§8. Client Cancellation, Rescheduling and Non-Attendance

38. A Client may cancel or reschedule a paid lesson without losing the lesson credit where notice is given at least 24 hours before the scheduled starting time.
39. If a Client cancels less than 24 hours before the scheduled starting time, or fails to attend without prior notice, the lesson may be treated as used and, where applicable, deducted from the Client's remaining lesson balance.
40. The late-cancellation rule reflects the fact that the appointment time has been reserved for that Client and may no longer reasonably be available to another student.
41. TalkNative may waive the late-cancellation rule in exceptional circumstances at its discretion.
42. These cancellation provisions do not restrict mandatory statutory rights, including any applicable right to withdraw from a distance contract.

§9. Cancellation or Rescheduling by TalkNative

43. A lesson may occasionally need to be cancelled or rescheduled because of illness, emergency, technical failure or circumstances outside TalkNative's reasonable control.
44. Where TalkNative cancels a paid lesson before it has been provided, the Client will not lose that lesson. A replacement appointment or restoration of the relevant lesson credit will normally be offered.
45. Where provision becomes impossible and a reasonable alternative cannot be provided, the Client is entitled to any refund required by applicable law for the unprovided Service.
46. TalkNative does not guarantee that every originally requested appointment time will always remain available.

§10. Attendance and Lateness

- 47. The Client should join an online lesson at the agreed time.
- 48. If the Client arrives late, the lesson will normally finish at the originally scheduled finishing time.
- 49. If the teacher is late, the lost teaching time will, where reasonably possible, be added to the lesson or otherwise restored.
- 50. If a lesson cannot take place because of a technical or scheduling error attributable to TalkNative, the lesson will be rearranged or the relevant credit restored.

§11. Technical Requirements

- 51. Online Services require a reasonably reliable internet connection, a compatible computer/tablet/device, current browser or relevant communication application, and functioning audio equipment. A microphone and camera may be required for some lessons.
- 52. The Client is responsible for the proper operation of their own equipment, internet connection and local network.
- 53. TalkNative is not responsible for interruptions caused solely by the Client's equipment, internet service, network configuration or third-party device failure.
- 54. Where a significant technical problem originating from TalkNative prevents the lesson from being provided, the lesson will be rescheduled or the relevant credit restored.
- 55. Temporary interruptions caused by hosting, payment, calendar, communications or other external infrastructure may occur. Nothing in this section excludes liability that cannot legally be excluded.

§12. Educational Outcomes and External Examinations

- 56. TalkNative provides educational Services with reasonable professional care, but language-learning results depend on factors including attendance, previous knowledge, practice, individual learning ability, completion of assigned work and time spent learning.
- 57. TalkNative does not guarantee achievement of a particular CEFR level, passing an external examination, a specific examination score, admission to an institution, obtaining employment or promotion, or reaching a particular level within a specified number of lessons.
- 58. TalkNative may provide preparation for Cambridge English or other external examinations. Unless expressly stated otherwise, TalkNative is independent of those examination organisations and is not an examination centre or their representative.
- 59. Names and trademarks relating to external examinations belong to their respective owners.

§13. Students Under 18

- 60. Where Services are provided to a person under 18, the booking or purchase must be made or authorised by a parent or legal guardian where required by law.
- 61. The parent or legal guardian is responsible for providing appropriate contact information and agreeing the organisational arrangements relating to the lessons.
- 62. TalkNative may communicate directly with a minor student where reasonably necessary for delivery of the lessons and appropriately agreed with the parent or legal guardian.

§14. Behaviour and Appropriate Use

- 63. Clients must use TalkNative Services lawfully and respectfully.
- 64. Clients must not harass or threaten the teacher or another participant; deliberately disrupt lessons; attempt unauthorised access to systems; upload malicious content; impersonate another person; or use the Service in a way that seriously infringes another person's rights.
- 65. In cases of serious or repeated misconduct, TalkNative may suspend or terminate access where legally permitted. Any unused prepaid Services will be handled in accordance with applicable law and the circumstances of the case.

§15. Recordings

- 66. Online lessons are not routinely recorded.
- 67. A lesson may be recorded only where participants have been appropriately informed and the necessary consent or other lawful basis exists.
- 68. A Client must not secretly record, publish or distribute a lesson involving the teacher or another participant.

69. Where a recording is created for an agreed educational purpose, the relevant purpose and handling arrangements will be communicated to the Client.

§16. Learning Materials and Intellectual Property

70. Worksheets, exercises, lesson notes, presentations, recordings, website content and other educational materials may be protected by copyright or other intellectual-property rights.
71. Unless otherwise stated, materials supplied to a Client may be used for that Client's personal educational purposes.
72. Without permission, materials may not be sold, commercially redistributed, uploaded to public file-sharing services, republished as the Client's own work or used to create a competing commercial product.
73. These restrictions do not limit uses permitted by mandatory copyright law.

§17. Classroom Comments and Client Content

74. Where TalkNative provides a classroom, comment function or other interactive feature, the Client is responsible for content they submit.
75. Clients should not submit unnecessary sensitive personal information through classroom comments or messages.
76. Clients must not submit illegal, abusive, defamatory or otherwise unlawful content.
77. TalkNative may remove content where reasonably necessary to operate the Service safely, protect rights or comply with law.

§18. Personal Data, Cookies and Third-Party Systems

78. Personal data are processed in accordance with the TalkNative Privacy Policy.
79. The Website uses necessary technologies and may, subject to applicable consent requirements, use analytics technologies as explained in the Cookie Policy.
80. TalkNative uses third-party systems which may include Vercel, Google Analytics 4, Google Firebase, Google Calendar, Google Workspace and Stripe.
81. Availability of individual third-party systems may occasionally affect Website, booking, payment or lesson functionality. This does not remove legal responsibility that TalkNative or the Service Provider may have for the contracted Service.

§19. Consumer Right of Withdrawal

82. A Consumer who concludes a distance contract, including through the Website, generally has 14 days to withdraw from the Contract without giving a reason, subject to statutory exceptions.
83. For a contract for Services, the withdrawal period normally begins on the date the Contract is concluded.
84. The Consumer may withdraw by sending a clear statement to office@talknative.pl or to the Service Provider's postal address. Sending the statement before the deadline is sufficient to meet the deadline.
85. If a Consumer wants a paid Service to begin before the 14-day withdrawal period expires, TalkNative may require the Consumer to expressly request commencement during that period and to acknowledge the statutory consequences.
86. If performance begins at the Consumer's express request and the Consumer later withdraws before the Service has been fully performed, the Consumer may be required to pay an amount proportionate to the Service already provided, in accordance with applicable law.
87. Where a paid Service has been fully performed before expiry of the withdrawal period, the Consumer may lose the right to withdraw from that Service if the Service was fully performed with the Consumer's prior express consent/request and after the Consumer was informed and acknowledged that full performance would result in loss of the right to withdraw, as required by law.
88. Nothing in these Terms removes or restricts a statutory withdrawal right where it applies.

§20. Refunds

89. Where a refund is due under applicable law or these Terms, it will normally be made using the same payment method used for the original transaction unless another method is expressly agreed and does not impose additional costs on the Client.
90. Statutory refunds will be processed within the time limits required by law.
91. Where only part of a prepaid Service has lawfully been provided before withdrawal or termination, the value of the part already provided may be accounted for where permitted by law.

§21. Complaints

92. A Client may submit a complaint concerning the provision of a Service by email to office@talknative.pl.
93. The complaint should, where possible, include the Client's name, information identifying the booking or Service, a description of the issue and the remedy requested.
94. Complaints will be considered within the period required by applicable law. Where justified, the remedy may include correction of the Service, restoration of a lesson credit, a replacement lesson, price reduction or refund as appropriate.
95. These Terms do not restrict statutory Consumer complaint rights.

§22. Sensitive Information Shared During Lessons

96. Students may voluntarily disclose personal information when discussing their lives, work, education or experiences during English lessons.
97. TalkNative does not require students, as a normal condition of receiving lessons, to disclose medical information, political opinions, religious beliefs or other special-category personal data.
98. Clients are encouraged not to provide sensitive information unless genuinely relevant. Where such information is voluntarily disclosed and retained, it will be handled in accordance with applicable data-protection law.

§23. Website Security and Changes

99. Use of internet services involves inherent technical and security risks. Clients should use current software, protect passwords and devices, and avoid sharing booking or access links with unauthorised persons.
100. TalkNative may carry out maintenance, security updates, improvements or changes to the Website. Temporary Website unavailability may occur during maintenance or because of circumstances outside reasonable control.
101. Where a change materially affects an existing paid Contract, the Client's statutory and contractual rights remain protected.

§24. Applicable Law and Final Provisions

102. These Terms are governed by applicable Polish law.
103. Nothing in these Terms deprives a Consumer of mandatory protections which apply under applicable law, including protections that may apply under the law of the Consumer's habitual residence.
104. The version of the Terms applicable to an order is normally the version made available when that order was placed.
105. TalkNative may update these Terms where reasonably necessary because of changes in law, Services, security, technology providers or Website functionality. Changes will not retrospectively remove rights acquired under an existing Contract.
106. The Terms are made available free of charge in a form enabling them to be saved and reproduced.

§25. Contact

TalkNative / Fundacja Rozwoju Przedsiębiorczości "Twój StartUp"

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