

GENERAL TERMS AND CONDITIONS FOR TRAINING SERVICES

§1

General provisions

1. These Regulations (hereinafter referred to as the "**Regulations**") set forth the types, scope and conditions for provision by Asseco Data Systems S.A. of Training Services, conditions of concluding Contracts for the provision of such services and the complaint procedure.
2. The Training Services Organizer is Asseco Data Systems S.A. seated in Gdynia, ul. Podolska 21, entered into the National Court Register of Entrepreneurs kept by the District Court Gdańsk-Północ in Gdańsk, 8th Commercial Department of the National Court Register, under the KRS number: 0000421310, NIP: 517-035-94-58, REGON 180853177, holding share capital of 120,002,940.00 (hereinafter referred to as the "**Organizer**").
3. By ordering the service, the Ordering Party confirms that he/she has read the service description, terms and conditions for services and the Regulations and accept all provisions of the Regulations.

§2

Definitions

1. Consumer – a natural person who performs with the Organizer a legal transaction not directly related to his/her business or professional activity.
2. Traditional training – training provided in a stationary form in training rooms, in accordance with the following conditions:
 - 1 lesson = 45 minutes of clock time,
 - 1 training day lasts no longer than 8 lesson hours, in exceptional cases, training courses lasting 10 lesson hours per day are provided,
 - 1 full training day includes at least 2 15-minute breaks and 1 longer break of 30 to 60 minutes.
3. E-learning trainings – trainings in the form of multimedia materials for self-education made available using the electronic training management system.
4. Virtual classroom – online training conducted by trainers using dedicated software for voice and video communication between the trainer and participants.
5. Remote classroom – training sessions conducted in a stationary form in training rooms, to which some participants are connected on-line from training rooms located in other training centers or from any other location using dedicated software for voice and video communication between the trainer and participants.
6. Trainings on demand – recorded training sessions carried out in the form of a virtual classroom for self-education made available using the electronic training management system.
7. Trainings – services including Traditional Trainings, e-Learning Trainings, Virtual Classrooms, Remote Classrooms and On-Demand Trainings.

8. Participant – an Ordering Party being a natural person participating in the Training or a natural person signed up by an Ordering Party being a legal person participating in the Training.
9. Contract – a civil law contract concluded between the Ordering Party and the Organizer, the subject of which is the provision of training services by the Organizer
10. Training services – all activities related to the preparation and implementation of training. The training courses are organized in an open (so-called 'open training') and closed (so-called 'closed training') form and are conducted in a stationary or remote mode. Detailed information on individual training courses is available on the Organizer's website www.academy.asseco.com.
11. Ordering Party – an adult natural person or legal entity that has submitted an application for participation in the Training,
12. GDPR – Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation – OJ EU L. of 2016 No. 119, page 1)

§3

Application for participation in the training

1. The Organizer organizes trainings in the scope and on dates described in detail in the training offer available on the Organizer's website www.academy.asseco.com.
2. The contract for participation in the Training is concluded after the Organizer accepts the application for participation in the Training submitted by the Ordering Party. Acceptance of the application for participation in the Training as a confirmation of the participation of the registered Participants or refusal to carry it out will be sent by the Organizer to the Ordering Party's contact address given in the application no later than within 2 working days from the date of receipt of the application by the Organizer.
3. Application for participation in the Training should be sent to the Organizer using the on-line form available on the Organizer's website www.academy.asseco.com or using the model form available on the Organizer's website by e-mail to the following address academy@asseccods.pl, or by mail to the Organizer's seat or by fax to +48 58 550 95 51.
4. The Ordering Party's details given in the application for participation in the training shall constitute the billing data.

§4

Resignation from training

1. The Ordering Party may resign from participation in the Training up to 10 working days before the date of commencement of the Training without the obligation to incur any costs (the date of receipt of the statement of withdrawal from the Contract by the Organizer shall be decisive).

2. In the case of later resignation, but up to 6 working days before the date of commencement of the Training, the Ordering Party agrees to be charged by the Organizer with costs amounting to 50% of the remuneration for a given Training.
3. If the Ordering Party fails to notify about resignation up to 6 working days before the date of commencement of the Training and fails to participate in the Training, the Organizer will charge the Ordering Party with costs amounting to 100% of remuneration for a given Training.
4. The Organizer reserves the right to determine different rules of resignation from participation in the closed trainings in the offer placed on the Organizer's website www.academy.asseco.com or in a proposal to conclude the Contract addressed the Ordering Party. Such rules shall prevail over the provisions of sec. 1-3 of this paragraph.
5. A consumer who has concluded the Contract at distance or off-premises may withdraw from it within 14 days from the date of the Contract. The consumer may exercise the right of withdrawal by submitting a statement of withdrawal to the Organizer, without giving any reason, using the model form attached to the Regulations or in any other way. To meet the 14-day deadline, it is sufficient to send a statement before that date. In case of withdrawal from the Contract by the Consumer, the Organizer shall return all payments received from the Consumer no later than within 14 days from the day on which the Organizer was informed about the Consumer's decision to exercise the right to withdraw from the Contract. The refund will be made using the same payment methods as those used by the Consumer in the original transaction, without any costs being charged to the Consumer for the refund. If the Consumer has demanded the commencement of the provision of training services before the expiry of the deadline for withdrawal from the Contract, he/she shall be obliged to pay the Organizer an amount proportional to the scope of services provided until the moment when he/she has informed the Organizer about withdrawal from the Contract.
6. The statement of withdrawal from the Contract should be sent to the Organizer in writing by traditional mail to the address of the Organizer's registered office or by fax to +48 58 550 95 51 or electronically to the following e-mail address academy@assecods.pl.
7. If it is impossible to participate in the Training for reasons beyond the control of the Participant, the Organizer may allow another Participant indicated by the Ordering Party to participate in the Training. A new Participant must be registered, subject to prior consent of the Organizer, in writing by traditional mail to the address of the Organizer's registered office or by fax to +48 58 550 95 51 or electronically to the following e-mail address academy@assecods.pl.
8. The Organizer reserves the right to change the date of the Training or cancel it and to inform the Ordering Party of this fact by phone, fax or e-mail before the date of commencement of the Training in the situation of serious organizational and/or technical problems which make it impossible to carry out the Training and which were unforeseeable on the date of the Contract. Any amounts paid by the Ordering Party will be returned to the Ordering Party not later than

within 14 days from the date on which the Organizer informed about the change of date or cancellation of the Training, to the bank account indicated by the Ordering Party or, with the consent of the Ordering Party, applied towards the costs of participation in the same Training in a new, mutually accepted date.

§5

Training prices and payment conditions

1. The Organizer is entitled to remuneration for conducting the Training in accordance with the current price list available on the Organizer's website www.academy.asseco.com or provided to the Ordering Party in a dedicated offer together with a proposal to conclude the Contract.
2. The price of the training does not include the costs of accommodation and the Participant's travel to the place of training.
3. The invoice for the Training will be delivered to the Ordering Party after the Training is completed.
4. Pursuant to the provisions of § 5 sec. 1, the Ordering Party is obliged to pay the amount due under the invoice received from the Organizer or a pro forma invoice.
5. The Purchaser is obliged to pay the amounts due under the invoice received within 21 days from the date of its receipt. The amounts due under the received pro forma invoice should be paid on the date indicated on the pro forma invoice, but not later than before the starting date of the Training.

§ 6

Complaint procedure

1. The Ordering Party has the right to submit complaints regarding the Training Services within 15 working days from the date of training.
2. Complaints about Training Services should be submitted in writing by traditional mail to the address of the Organizer's registered office or by fax to +48 58 550 95 51 or electronically to the e-mail address academy@assecods.pl.
3. The complaint should contain:
 - a) name / first name and surname of the Ordering Party,
 - b) the address of the Ordering Party's seat/residence,
 - c) the subject of the complaint (name of the service, date and place of its execution),
 - d) substantive and formal justification of the complaint,
 - e) the Ordering Party's expectations towards the Organizer.
4. The complaint will be considered immediately, but not later than within 15 working days from the date of its receipt by the Organizer.
5. The Organizer reserves the right to leave the complaint unprocessed if the complaint is submitted after the deadline referred to in sec. 1 or if the comments and claims contained therein result from ignorance of the provisions of these Regulations.

§ 7

Copyright

The content of all training materials made available by the Organizer is subject to protection in accordance with the Act of 4 February 1994 on Copyright and Related Rights (i.e. Journal of Laws of 2006, No. 90, item 631 as amended), and their reproduction, distribution, modification or distribution is prohibited.

§ 8

Final provisions

1. The Organizer's liability towards the Ordering Party for failure to perform or improper performance of Training Services is limited to the amount of remuneration for the Training to which the damage relates. The Organizer's liability for lost profits is excluded.
2. The Organizer reserves the right to introduce changes to the content of the Regulations, which become effective upon their publication on the Organizer's website www.academy.asseco.com. Contracts concluded prior to the amendment of the Regulations under the above procedure shall be executed on the basis of the provisions in force on the date of the Contract.
3. The Regulations shall enter into force on the day of their publication on the Organizer's website www.academy.asseco.com and is introduced for an indefinite period.

**Attachment
to the General Terms and Conditions for Training Services**

MODEL WITHDRAWAL FORM

(this form must be completed and returned only if you wish to withdraw from the Contract)

- Addressee _____
[the Consumer should enter here the name of the Organizer, its full postal address and, if available, fax number and e-mail address]

I hereby inform you of my withdrawal from the training services Contract.

- Date of the Contract _____
- Consumer's full name _____
- Consumer's address _____
- Consumer's signature (only if the form is sent on paper)

- Date _____