

# REGULATIONS GOVERNING THE PROVISION OF SERVICES

as of 3<sup>th</sup> November 2020

## Article 1 General Provisions and Definitions

1. The Regulations shall govern the conditions of conclusion and performance of contracts, including agreements on the provision of trainings services by INPROGRESS as well as the mode of the complaint procedure and rules for the provision of services by electronic means and use of the Website.
2. The notions used in the Regulations shall be understood as:
  - 1) Regulations - shall refer to this document,
  - 2) INPROGRESS – shall mean:
    - a) In a case of contracts concluded with Consumers: INPROGRESS Skills Sp. z o.o. with its registered office in Kraków at Balicka 93A street, 30 – 149 Cracow entered into the Register of Companies kept by District Court Kraków- Śródmieście, XI Comercial Department of the National Court Register under KRS No. 0000454088, NIP: 679-309-06-03, e-mail: szkolenia@inprogress.pl; phone: (48) 12 357 95 79, fax: (48) 12 378 33 24
    - b) In case of contracts concluded with entities and units other than indicated in Article 1 (2) (2 a) or entities which fund the Training in at least 70% from public funds mentioned in Article 5 91) of the Public Finance Act: INPROGRESS sp. z o.o. with its registered office in Kraków at Balicka 95 street, 30 – 149 Cracow, entered into the Register of Companies kept by District Court Kraków - Śródmieście, XI Comercial Department of the National Court Register under KRS No. 0000384161, NIP: 677-235-70-01, e-mail: szkolenia@inprogress.pl; phone: (48) 12 357 95 79, fax: (48) 12 378 33 24
      - However, the information which entity shall be a contractual party is given to the Ordering party prior the conclusion of an agreement.
  - 3) Website – shall mean [www.inprogress.pl](http://www.inprogress.pl) presenting the information on the Trainings as well as enables communication between the User and INPROGRESS with use of functionality thereof, including a possibility of sending applications,
  - 4) Website Administrator - shall mean jointly: INPROGRESS Skills Sp. z o.o. with its registered office in Cracow at Balicka 93A, 30 – 149 Cracow, entered into the Register of Companies kept by District Court Krakow - Śródmieście, XI Comercial Department of the National Court Register under KRS No. 0000454088, NIP: 679-309-06-03, e-mail: szkolenia@inprogress.pl; phone: (48) 12 357 95 79, fax: (48) 12 378 33 24, as well as INPROGRESS sp. z o.o. With its registered office in Cracow at Balicka 95 street, 30 – 149 Cracow, entered into the Register of Companies kept by District Court Krakow - Śródmieście, XI Comercial Department of the National Court Register under KRS No. 0000384161, NIP: 677-235-70-01, e-mail: szkolenia@inprogress.pl; phone: (48) 12 357 95 79, fax: (48) 12 378 33 24
  - 5) The User - shall mean a natural person, a legal person or an organisational unit without the legal personality who uses the Website.
  - 6) Training - shall mean a trainings service performed as the Open Training or the Closed Training, however the Open Training - shall mean the Training which everyone can order within the Website or beyond thereof, whereas the Closed Training - shall mean the Training provided for a group of Participants at the Ordering party's request; the provisions included in the Regulations referring to the Training notion shall concern both the Open Training and Closed Training, unless expressed explicitly otherwise; in case of the Training ordered outside the Website, the provisions of the Regulations shall apply respectively, in cases indicated on the Website or the Offer the Training also includes an Exam. The Training may be realized as a classroom Training or as an virtual classroom/online Training, the provisions contained in the Regulations relating to the concept of Training apply to both classroom Training and virtual classroom/online Training, unless the Regulations provide otherwise. Training is not online material made available free of charge for information through the Website, even access to them required registration or providing personal data.
  - 7) The Ordering Party - shall mean a natural person, a legal person or an organisational unit without legal personality who registers a person or persons (themselves and third parties) to participate in the Training or Exam,
  - 8) The Participant - shall mean a person participating in the Training or the Exam,
  - 9) The Consumer - shall mean the User, the Participant or the Ordering Party who is a natural person and uses the Website or orders the Trainings that is not related to the business or professional activity directly.
  - 10) Inquiry - shall mean enquiries about the Closed Training, Open Training or the Offer sent to INPROGRESS in any form.
  - 11) Registration - shall mean the Ordering Party's declaration of will submitted through the Website and functionality thereof or in a written or oral form or by e-mail or fax, including the Ordering Party's declaration that registers himself or third parties for the Open Training or orders additional services or training materials.
  - 12) Order Form - shall mean a document in accordance with a specimen transferred and agreed on with INPROGRESS, filled in by the Ordering Party and signed by persons authorized to enter into commitments on behalf of the Ordering Party which shall be the basis for the Registration,
  - 13) A confirmation of the application form receipt - shall mean an e-mail sent to the Ordering Party which constitutes

Confirmation of receipt of application by INPROGRESS and shall not be meant as an agreement on the provision of training services yet.

- 14) Training confirmation - shall mean a message sent to the Ordering Party or the Participant by INPROGRESS which shall be confirmation of accepting the order for organisation of the Training, additional services or training materials; Confirmation of the Open Training shall be made electronically, whereas the Confirmation of the Closed Training shall be made electronically or in other form agreed on with the Ordering Party,
- 15) Offer - shall mean a document in which INPROGRESS offered the scope and conditions of the Closed Training which shall not constitute an offer to sell within the meaning of the Civil Code,
- 16) Training Information - shall mean the data concerning the Open Training placed on the website; Training Information shall not constitute an offer to sell within the meaning of the Civil Code,
- 17) Agreement on the provision of training services - shall mean a contract within the meaning of the Civil Code which determines the conditions of performance of the Training (including particularly the subject matter of the Training, place and date of the Training, the value of payment for the Training) recorded in a document or documents; the conditions of the Agreement on the provision of trainings services shall be included in the Regulations, Application, Application Receipt Confirmation as well as Training Confirmation and may be included in other documents, e.g. electronic correspondence.
- 18) Additional agreement - shall mean ordering training materials, textbooks or Exam repetition, recorded in a document or documents under the Agreement on the provision of training services; excluding Article 6 of the Regulations, whenever the Regulations stipulations mention the Agreement on the provision of training services it shall be understood also as the Additional Agreement; to ordering training materials or textbooks under the Agreement on the provision of the training services, the of the Agreement on the provision of training services shall apply respectively.
- 19) A certificate of completion of the Training - shall mean a document confirming the participation in the Training which the Participant gets after the completion of the Training.
- 20) Exam – shall mean an examination service – offered as part of the Training, and in cases indicated on the Website or Offer also a service offered outside the Training.

#### **Article 2 Conclusion and performance of agreements on the provision of training services**

1. The conclusion of the Agreement on the provision of training services shall be effective when the Training in relation to the Application or organisation of the Training is confirmed. The conclusion of the Agreement on the provision of trainings services may be preceded by sending the Inquiry, Application, Order Form, Offer or agreement between the Ordering Party and INPROGRESS on the conditions of the Training.
2. The provision of personal data of the Ordering Party and Participant is voluntary, however necessary for the conclusion and performance of the Agreement on the provision of training services.
3. The Training is carried out by coaches selected by INPROGRESS in accordance with the Training programme and detailed agenda. The detailed agenda of the Open Training shall be sent to the Ordering Party or the Participant 2 days prior the date of the Open Training (unless the Agreement on the provision of training services is concluded later) at latest. Amendment in the agenda shall not change the Agreement and may be made at the requests of all Participants of the Training or on the initiative of the Coach carrying out the Training in order to increase effectiveness of the Training or adjust thereof to the needs of the training group.
4. If the Training Programme includes training materials (e.g. Textbooks), the Participant receives the training materials upon making payments by the Ordering Party in accordance with the Agreement on the provision of training services.
5. In exceptional circumstances when the selected coach or place of the Training are not available, INPROGRESS may offer other place of the Training, schedule, date or coach thereof which shall not influence on the consumers rights. The amendments shall not concern the following: The Training Programme, number of training hours, the cost of the Training or other significant components of the Agreement on the provision of training services.
6. Upon completion of the Training, the Participant shall receive the Certificate confirming the completion of the Training. In case of Trainings including an Exam or Exams, the Participant shall receive the certificate within 6 weeks from the Exam date, provided that the result of the Exam is positive and the Ordering Party pays all payments under the Agreement on the provision of training services.
7. The Agreement on the provision of trainings services shall be performed by INPROGRESS, including employees, partners and subcontractors thereof and INPROGRESS is liable for their actions and omissions as for its own.
8. The Website allows you to book training or other training things and services under the “Book” option (hereinafter referred to as the Booking) under the conditions indicated on the Website, including for a period of up to 7 days before the start of the Training. Booking are the initial will to conclude a Contract for the provision of training services or and additional agreement. Cancellation Booking is free of charge.

#### **Article 3 Resignation from and cancellation of the Training**

1. provisions of the Article 3 shall not concern the agreements on the provision of training services concluded between INPROGRESS and the Consumer; the conditions of withdrawal from the agreement by the Consumer shall be covered by Article 6 of the Regulations.

2. If the Ordering Party gives up the Open Training less than 7 days prior the training, the payments made shall not be refunded and if the payment was not made yet, then the Ordering Party is obliged to pay the fees in accordance with the Agreement on the provision of personal data, unless the Parties agree on other form of settlement. Resignation from the Open Training shall be made in writing or documented under pain of nullity.
3. If INPROGRESS cancels the training, the Ordering Party has the right to select other term or pace of the Training among the ones offered by INPROGRESS or the reimbursement of the payment made due to cancellation of the Training – without any further claims for compensation. The information on the cancellation of the Training shall be sent to the Ordering Party or the Participant by e-mail, fax or on the phone confirmed in writing.
4. A failure to participate in the Training provided by INPROGRESS shall not exempt the Ordering Party from the payment under the Agreement on the provision of trainings services nor shall be the basis for the reimbursement thereof.
5. The reimbursement of payment for the Training mentioned in Section 2 and 3 shall be made only in a form that the payment for the Training was made, unless the Parties agree on another form of settlement. The reimbursement of the payment for the textbook shall be carried out upon return of the textbook in undamaged and unused condition. The textbook cost reimbursement shall be made at the Ordering Party's or Participant's sole expense.

#### **Article 4 Payment terms**

1. Payments under the Agreement on the provision of training services shall be made 1) by a bank transfer in accordance with a pro-forma invoice to the bank account number indicated therein, 2) through online payments (przelewy24), 3) by a payment card. Except as otherwise agreed, the Ordering Party who is not the Consumer shall receive an invoice after the Training with the payment term of at least 7 days.
2. The payments covered by agreements concluded between INPROGRESS and the Consumers, including the Agreement on the provision of training services shall be made within the time limit indicated in invoices or pro-forma invoices, however not later than before the start of the Training (an earlier deadline shall prevail), unless the Parties agree otherwise. The payments covered by agreements concluded between INPROGRESS and entities other than the Consumers, including the Agreement on the provision of trainings services shall be made within time limit indicate din invoices or pro-forma invoices, unless the Parties agree otherwise. In case of any delay in payments mentioned in the preceding sentence, INPROGRESS has the right to withhold the provision of services.
3. The payment cards operator is PayPro S.A. Agent Rozliczeniowy, ul. Kanclerska 15, 60-327 Poznań, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court Poznań Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register under KRS No. 0000347935, NIP 7792369887, REGON 301345068.
4. The payment shall be made through on-line payments (przelewy24) or by payment cards (PayPro S.A. Agent Rozliczeniowy) and transferred to the bank account of INPROGRESS Skills Sp. z o.o.
5. The payment for the Open Training shall include the participation in the Training, training materials, a certificate confirming completion of the Training received in paper version after classroom Training and in electronic version after online/virtual classroom Training. The classroom Open Training also includes coffee breaks and lunch every training day. The payment for textbooks, certificates in a paper form after the accredited Exam passed, Exam and benefits from promotional packages shall be made additionally. Information on the payments for the Exam (without the Training) shall be provided at the User's request.
6. INPROGRESS shall not cover any costs related to transport, parking or accommodation of the Participants.

#### **Article 5 Protection of training materials and other data**

1. The training materials and textbooks handed over to the Ordering Party or Participants shall constitute works as defined by the Act on Copyright and Related Rights. The transfer of training materials or textbooks by INPROGRESS shall not be meant as transferring the copyright or granting any licence for the use of training materials or the textbook. The use of training materials or the textbook in the extended scope other than laid down in in the regulations on allowed use of protected works requires separate consent of the entitled entity. The transfer of training materials or the textbook allows to use the training materials or the textbook in order to carry out the Training or the Exam. Exercise of the right to quotation shall require provision of information on the author and source of the training materials and the textbook.
2. INPROGRESS informs that 1) using personal data of other Participants shall require the consent thereof, 2) disclosure of the data constituting trade secret by the Participants shall be the subject to protection and further sue thereof requires consent of the subject data as well as 3) information, data and training materials transferred to the Participants by INPROGRESS shall be protected, whereas the use thereof for other purpose than the contractual one shall require the consent of INPROGRESS.
3. All information published on the website constitute the property of INPROGRESS and is protected by copyright.
4. PRINCE2®, PRINCE2 Agile®, MSP®, MoP®, P3O®, P3M3®, ITIL®, M\_o\_R®, MoV® are

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#### **Article 6 Withdrawal from the Agreement by the Consumer**

1. The Consumer who concluded distance or off-premises contract with INPROGRESS (hereinafter referred to as the Agreement) may withdraw therefrom within 14 days without giving a reason and free of charge. The period for bringing withdrawal shall start: 1) for the Agreement under which INPROGRESS provides an item for which it is obliged to transfer the ownership – from the date of taking possession of the item by the Consumer or a person appointed thereby other than a carrier and in case the Agreement which: a) covers several items which shall be delivered separately, in batches or in parts – from the moment of taking the first item in the possession; 2) for the remainder of the Agreements – from the date of the conclusion of the Agreement, i.e. with the receipt of the Training Confirmation. Withdrawal from the Agreement on the provision of training services shall result in termination of additional Agreements.
2. The Consumer may withdraw from the Agreement through submitting a declaration on the withdrawal from the Agreement to INPROGRESS. The declaration may be submitted in a form whose specimen is attached hereto as Annex 1 to the Regulations. In order to meet the deadline it is sufficient to send the declaration prior the time limit to the address [szkolenia@inprogress.pl](mailto:szkolenia@inprogress.pl) or by registered mail to the address INPROGRESS Skills Sp. z o.o. Balicka 93A street, 30 – 149 Cracow.
3. INPROGRESS sends to the Consumer a confirmation of receipt of the declaration of will on the withdrawal from the Agreement immediately to the address or e-mail indicated by the Consumer.
4. The Consumer has no right to withdraw from the Agreement in relations to the Agreement on the provision of services if INPROGRESS performed the service following the Consumer's explicit consent and the Consumer was informed prior the service that after fulfillment thereof by an entrepreneur, the right to withdraw from the Agreement is excluded, whereas in relation to agreements on the delivery of digital content not recorded on tangible medium it is so, provided that the fulfillment of the service began with the Consumer's explicit consent prior the deadline for withdrawal from the Agreement and upon informing thereof by INPROGRESS about losing the right to withdraw from the Agreement.
5. In case of exercising the right to withdraw from the Agreement by the Consumer, the Consumer is obliged to return the textbook received to the registered office of INPROGRESS within maximum 14 days from the withdrawal date. the Consumer may also return the textbook by handing it over to a person authorized by INPROGRESS.
6. Without delay and within 14 days at the latest since the date of receipt of the Consumer's declaration on the withdrawal from the Agreement, INPROGRESS shall reimburse payment with use of the same payment method used by the Consumer, unless the Consumer agreed explicitly to another method of reimbursement free of additional costs. If INPROGRESS has not offered receipt the items from the Consumer on its own, INPROGRESS may withhold the reimbursement of payment received from the Consumer until the day of receipt of the items back and delivery a proof of sending them by the Consumer depending on which of them happens earlier.
7. The Consumer shall bear responsibility for lowered value of the items due to use thereof exceeding the usual level to find the nature, features and functionalities of the items.
8. If the Consumer exercises the right to withdraw from the Agreement upon making a request in accordance with Article 15 (3) and Article 21 (2) of the Act on Consumers Rights (i.e. in situations defined in Section 4), the Consumer is obliged to pay for the services fulfilled until the withdrawal from the Agreement. The payment shall be calculated proportionally to the scope of the service fulfilled, taking into account the agreed contractual price or remuneration.
9. The Consumer shall bear direct costs related to the return of the goods (shipment costs).
10. INPROGRESS shall not accept consignments to be paid on delivery.

#### **Article 7 Agreement on the of electronically supplied services**

1. The User subscribing for the Newsletter shall conclude an agreement on the of electronically supplied services with INPROGRESS for an unspecified period of time.
2. Under the agreement on the of electronically supplied services, INPROGRESS shall send trade information including information on the current offer, promotions, discounts offered by INPROGRESS to the e-mail address provided by the User.
3. The service of INPROGRESS under the agreement on the of electronically supplied services is free of charge, however the user shall give consent to send trade information as well as provide e-mail address for sending the messages.
4. INPROGRESS may terminate the agreement on the of electronically supplied services if 1) the manner of using

the Website by the User is in contrary to the principles and objective of the functionality thereof, 2) The User's activity is in contrary to the applicable social norms, incites to violence or to commit offences or infringes the rights of third parties, 3) the User sends unordered trade information or 4) the User violates the provisions of the Regulations grossly and persistently.

5. The User may terminate the agreement on the of electronically supplied services at any time with immediate effect.
6. The declaration on termination of the agreement on the of electronically supplied services shall be sent electronically to the e-mail address of INPROGRESS and the User. The termination of the agreement on the of electronically supplied services results in permanent removal of the User's e-mail address form the newsletter database.

### **Article 8 Complaints**

1. Complaints of the Consumers related hereto, agreements or services may be submitted for example in writing in the electronic correspondence sent to INPROGRESS to the e-mail szkolenia@inprogress.pl or by registered mail to INPROGRESS Skills Sp. z o.o. Balicka 93A, 30 – 149 Cracow or orally in the registered office of INPROGRESS at Balicka 93A, 30 – 149 Cracow. The complaint may be submitted in a form attached hereto as Annex 2.
2. Processing complaints may be related to the processing of personal data included in the complaint form as well as an agreement or a service which shall be understood as legitimate interest of INPROGRESS in the data processing.
3. Complaints are processed without delay but not later than within 14 days from a date received. In specifically difficult situations which make the complaint processing and granting response thereto impossible within the time limit indicated in the preceding sentence, INPROGRESS shall inform about the causes of the delay and circumstances which shall be determined within the prolonged term as well as the anticipated term for giving response prior the deadline. The final deadline for responding to the claim shall be longer than 30 days from the date of receipt thereof.
4. If INPROGRESS does not provide response to the claim within the time limit mentioned in Section 3, the claims shall be deemed approved.
5. INPROGRESS shall provide the Consumer in paper or other durable medium to the address or e-mail indicated by the Consumer.
6. A failure to approve the complaint by INPROGRESS shall not deprive the Consumer of the right to seek extrajudicial or judicial redress at any case. INPROGRESS informs about a possibility to use extrajudicial methods of complaint processing or seeking claims etc. through consumer organisations (Permanent Consumer Arbitration Courts, he Regional and Municipal Consumer Ombudsmen).
7. In relations with the Users, Ordering Party and Users who are not the Consumers, provisions of Section 1-6 shall not apply and the liability of INPROGRESS due to unintentional non-performance or unintentional improper fulfillment of the obligation is excluded.
8. Complaints of the Users, Ordering Party and Participants who are not the Consumers shall be submitted in writing in a form of electronic correspondence sent to INPROGRESS or by mail to the address of INPROGRESS. The complaint processing shall be made within 60 days and exceeding the deadline shall not be tantamount to the approval of the complaint.

### **Article 9 Cookie files policy**

1. The website uses cookie files.
2. Cookie files (so-called cookies) shall be IT data, particularly text files which are stored in the final device of Website User and are to be used on the Website. Cookies usually include the name of the website which they come from, storage time on the final device and unique number.
3. The Website Administrator places cookie files on the final device of the Website User and gets access thereto.
4. The cookie files are used in the following ways:
  - 1) maintain the Website User's session (upon logging in) and thank to that the User does not have to enter login and password again,
  - 2) accomplish objectives defined in the „Significant Marketing Techniques” section below.
5. Within the website two basic types of cookie files are used: session cookies and persistent cookies. session cookies are temporary files which are stored in the final device of the User until logging out, leaving the website or turning off the software (Internet browser). Persistent cookies are stored in the user's final device for a specified time in cookies parametres or until they are removed by the User.

6. The software used for web sites browsing (Internet browser) usually allows the storage of cookies in the User's final device by default. The Website users may change settings in this scope. The Internet browser enables the removal of cookies. It is possible to block cookies automatically. Detailed information on this matters shall be included in the Support section of the Internet browser documentation.
7. Limited application of cookies may influence on some functions that are available on the Website.
8. Cookies placed in the Website User's final device may be used by entities cooperating with the Website, particularly following companies: Google (Google Ireland Limited).
9. The places of logging in and entering the data shall be protected in the transmission layer (SSL certificate). Thanks to that, the logging and personal data entered on the Website shall be encrypted in the User's PC and may be read only on the destination server.
10. In order to protect the data, the Administrator makes backup copies on regular basis.
11. Regular update of any software is a significant element in the protection of personal data which means particularly software components update.

#### **Article 10 Significant marketing techniques**

1. The Website Administrator carries out statistical analyses of the use on Website through Google Analytics (Google Ireland Limited).  
The Website Administrator shall not transfer personal data to the operator thereof but only anonymised information. The service is based on the use of cookies in the user's final device. In the scope of information of the User's preferences gathered by the Google advertising network, the User may browse and edit information arising from cookies by means of the tool: <https://www.google.com/ads/preferences/>
2. The Website Administrator uses Facebook pixel. This technology causes that Facebook (Facebook Inc. with its seat in the USA) knows that a specific person who is registered therein uses the Website. In this case it is based on the data that it is the Controller of. The Website Administrator shall not transfer any additional data to Facebook. The service is based on the use of cookies in the User's final device.
3. The Website Administrator uses solutions which study the behaviour of the Users through creation of maps and recording behaviour on websites. The information shall be anonymized prior sending thereof to the service operator so it is unknown whom it concerns. Passwords entered and other personal data shall not be recorded in particular.

#### **Article 11 Final provisions**

1. The Regulations shall be introduced by INPROGRESS for an indefinite period.
2. Amendments to the Regulations shall not have impact on the Agreements on the provision of trainings services concluded before or other agreements without the prior consent of the Ordering Party or the User.
3. Any provision of the Regulations shall not be aimed at, nor shall be understood nor used as the limitation of the rights or the protection standards in relations to the Consumers. Regulaminu nie ma na celu, nie jest rozumiane i nie będzie stosowane jako ograniczające prawa lub standard ochrony Konsumentów.

ANNEX NO. 1 DECLARATION ON THE WITHDRAWAL FROM THE AGREEMENT BY THE CONSUMER SPECIMEN

		Place, date
..... ..... .....		
Full name of a Consumer(s)		
Address of a Consumer(s)		
		Name and address of an entrepreneur
<b>Declaration on the withdrawal from a distance contract or a contract concluded away from business premises</b>		
I/we (*).....	hereby inform (*) that I/we(*) withdraw from the contract on the provision of	the following
service.....		
The date of conclusion of the contract.....		
		..... Signature of a consumer(s)
(*) Delete as appropriate		

ANNEX 2 – COMPLAINT APPLICATION SPECIMEN

COMPLAINT APPLICATION FOR CONSUMERS	
Data of the Consumer lodging a complaint:	
Name:	
Surname:	
correspondence address:	
e-mail address:	
Phone No.:	
Indication of the service or agreement covered by the complaint:	
The content of the complaint (please indicate precisely the alleged irregularities):	
The manner of complaint processing expected by the Consumer (please indicate what the Consumer expects in relations to the complaint):	
<hr/> Place, date and signature	