

## **Annex 1 Detailed rules for concluding and performing agreements with Consumers**

### **Article 1 General provisions**

1. This Annex sets out the rules for payment, withdrawal from the agreement and complaints regarding the Agreement for the provision of services concluded with a Consumer within the meaning of Article 221 of the Civil Code (Act of 23 April 1964 Civil Code, i.e. Journal of Laws of 2020, item 1740 as amended). According to Article 22<sup>1</sup> of the Civil Code, a consumer is a natural person who makes a legal transaction with an entrepreneur which is not directly related to the entrepreneur's business or professional activity. Pursuant to Article 43<sup>1</sup> of the Civil Code, an entrepreneur is a natural person, a legal person and an organisational unit which is not a legal person and to which the law grants legal capacity, conducting business or professional activity in its own name.
2. The agreements referred to in section 1 are concluded by INPROGRESS, INPROGRESS being defined as:
  - a) INPROGRESS Szkolenia Sp. z o.o. with its registered office in Kraków at ul. Balicka 95 Kraków, entered in the Register of Entrepreneurs of the National Court Register by the District Court for Kraków-- Śródmieście in XI Economic Division of the National Court Register under KRS 0000427134, NIP: 677-236-99-90, e-mail: szkolenia@inprogress.pl, phone: (48) 12 357 95 79, fax: (48) 12 378 33 24 in the case of agreements concluded with the Consumers applying through the BUR (Baza Usług Rozwojowych – Database of Development Services) (Polish Agency for Enterprise Development):
  - b) INPROGRESS Szkolenia Sp. z o.o. with its registered office in Kraków at ul. Balicka 95, 30-149 Kraków, entered in the Register of Entrepreneurs of the National Court Register by the District Court for Kraków-- Śródmieście in XI Economic Division of the National Court Register under KRS 0000494555, NIP: 677-237-90-08, e-mail: szkolenia@inprogress.pl, phone: (48) 12 357 95 79, fax: (48) 12 378 33 24 - in the case of agreements concluded with the Consumer other than those referred to in section 2(a) and section 2 b).
3. Information about which entity indicated in section 2 is a party to a given agreement shall be provided to the Ordering Party at the time of concluding the Agreement for the provision of training services.

### **Article 2 Payment terms**

1. The fees provided for in the Agreement for the provision of training services may be paid in the form of:
  - a) transfer on the basis of the pro forma invoice or account number indicated in these documents,
  - b) on-line payment - through the "Przelewy24" service on the basis of a link generated and sent by INPROGRESS,
  - c) transfer to the account indicated on the Website or by an employee of INPROGRESS;
  - d) payment by credit card,Unless otherwise agreed, Consumers shall receive a pro forma invoice prior to the Training with a payment deadline of no less than 7 days, but no later than the day before the start of the Training in question.
2. The fee for the Training shall be paid at the latest on the day prior to the commencement of the Training in question.

3. The entity providing the "Przelewy24" service and the operator of payment cards is PayPro S.A. Settlement Agent, ul. Kanclerska 15, 60-327 Poznań, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register under KRS number 0000347935, NIP 7792369887, REGON 301345068.
4. Payments made via on-line payments ("Przelewy24" service) or payment cards (PayPro S.A. Settlement Agent) are transferred to INPROGRESS account.
5. The regulations for making payments using the "payment24" service and payment cards are available on the website: <https://www.przelewy24.pl/regulamin>.
6. Payments using instalment credit are made through the Bank.
7. The fee for Open Training includes participation in this Training, training materials

and a Training completion certificate. The on-site Open Training also includes snacks during coffee breaks and lunch each day of the Training. Fees for the textbook, the paper certificate after passing the accredited Examination (except for the APMG portfolio examinations) and the Examination are payable additionally. Information about the fees for the Examination (without Training) shall be provided on request of the User.

8. The Training materials and certificates of completion indicated in section 8 shall be provided in an electronic version in the case of online Training, or in a paper version in the case of on-site Training.
9. INPROGRESS shall not cover costs of travel, parking or accommodation of Participants.

### **Annex 3 Withdrawal from the Agreement by the Consumer**

1. A Consumer who has entered into an Agreement with INPROGRESS for the provision of training services at a distance or off-premises (hereinafter referred to as the Agreement), may withdraw from it within 14 days without giving reasons and without incurring costs.
2. The period for withdrawal from the Agreement shall begin:
  - a) for the Agreement in the performance of which INPROGRESS releases the item, being obliged to transfer its ownership - from the date of taking possession of the thing by the Consumer or a third party indicated thereby, other than the carrier,
  - b) for an Agreement which involves the release of more than one item which is delivered separately, in instalments or in parts, from the date of taking possession of the last item, instalment or part,
  - c) for an Agreement which consists in the regular delivery of goods over a defined period of time, from the day on which possession of the first item is taken,
  - d) for other Agreements - from the day of concluding the Agreement.
3. Withdrawal from the Agreement shall terminate the Supplemental Agreements.
4. The Consumer may withdraw from the Agreement by submitting to INPROGRESS a statement of withdrawal from the Agreement. The statement may be made on a form, a specimen of which is attached as Annex 5 to the Regulations. To meet the deadline it is enough to send the statement before its expiry to the address [szkolenia@inprogress.pl](mailto:szkolenia@inprogress.pl) or by registered mail to the address INPROGRESS, ul. Balicka 95, 30 -149 Kraków.
5. INPROGRESS shall immediately send to the Consumer an acknowledgement of receipt of the declaration of will to withdraw from the Agreement at the e-mail address or postal address indicated by the Consumer.
6. The right to withdraw from the Agreement shall not apply to the Consumer in relation to Agreements for the provision of services, if INPROGRESS has performed a service with the express consent of the Consumer, who has been informed before the provision, that after the provision of services by the entrepreneur the right to withdraw from the Agreement will be lost. In relation to

agreements for the supply of digital content which is not recorded on a tangible medium, the right to withdraw from the Agreement shall not be granted to the Consumer if the provision of services has begun with the Consumer's express consent before the expiry of the deadline for withdrawal from the Agreement and after INPROGRESS has informed the Consumer about the loss of the right to withdraw from the Agreement.

7. In the case of exercising by the Consumer the right to withdraw from the Agreement, the Consumer shall be obliged to return the received textbook to the address of INPROGRESS registered office, within a period no longer than 14 days from the date of withdrawal. The Consumer can also return the textbook by handing it over for collection to a person authorised by INPROGRESS. In order to meet the deadline it is sufficient to return the textbook before the deadline expires.
8. Immediately, no later than within 14 days from the date of receipt of the Consumer's statement of withdrawal from the Agreement, INPROGRESS shall refund the payment using the same method of payment used by the Consumer, unless the Consumer has expressly agreed to a different method of refund that does not involve any costs for the Consumer. If INPROGRESS has not offered to collect the item itself from the Consumer, INPROGRESS may withhold reimbursement of the payment received from the Consumer until it is received back or the Consumer provides proof of return, whichever event occurs first.
9. The Consumer shall be liable for any depreciation in value of the item resulting from the use of the item beyond that which is necessary to establish the nature, characteristics and functioning of the item.
10. If the Consumer exercises the right of withdrawal after having made a request in accordance with Article 15(3) and Article 21(2) of the Consumer Rights Act (i.e. in the situations referred to in paragraph 4), the Consumer shall be obliged to pay for the services performed until the withdrawal from the Agreement. The payment amount shall be calculated in proportion to the extent of the performance, taking into account the price or remuneration agreed upon in the Agreement.
11. The Consumer shall bear the direct costs of returning the goods (shipping costs).
12. INPROGRESS does not accept shipments sent COD.

#### **Article 4 Complaints**

1. Consumer complaints related to these Regulations, agreements or services may be submitted:
  - 1.1. in writing in electronic correspondence addressed to INPROGRESS at [szkolenia@inprogress.pl](mailto:szkolenia@inprogress.pl),
  - 1.2. by post to the address INPROGRESS, ul. Balicka 95, 30 -149 Kraków. The complaint may be made on a form, a specimen of which is attached as Annex 6 to the Regulations.
2. Investigation of a complaint may involve processing of personal data covered by the complaint and the agreement or service, which constitutes a legitimate interest of INPROGRESS in processing such data.
3. Complaints are dealt with immediately, but no later than 14 days from the date of receipt. In particularly difficult cases, making it impossible to consider the complaint and respond to it within the time limit indicated in the previous sentence, when the complaint does not concern physical or legal defects of the item sold, INPROGRESS shall inform, before the expiry of that time limit, of the reason for the delay, as well as the circumstances that need to be determined within the extended time limit and the expected time limit for responding. The deadline for the final response to complaints shall not be longer than 30 days from the date of receipt of the complaint.
4. If INPROGRESS has not responded to the complaint within the time limit referred to in section 3, it is deemed that it acknowledged the complaint.

5. Response to the complaint is provided to Consumers by INPROGRESS in writing or by another durable medium to the delivery address or e-mail address indicated by the Consumer.
6. Failure to accept the complaint by INPROGRESS shall not deprive the Consumer of the right to pursue claims in court or out of court. INPROGRESS informs about the possibility to use out-of-court complaint handling methods and pursue claims, e.g. by reporting to consumer organizations (Permanent Consumer Arbitration Courts, Municipal or District Consumer Ombudsman).