

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 22¹ 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 43¹ 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. The provisions of the Rules and Regulations, as well as of this Annex 1, related to liability for the non-conformity of a good, digital content or digital service with the Agreement, as well as to the right to withdraw therefrom, also apply to a person entering into an agreement directly related to their business activity, when apparent from the substance of such an agreement that it is not of a professional nature for that person, arising in particular from the subject of their business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity
2. The agreements referred to in section 1 are concluded by INPROGRESS, INPROGRESS being defined as:
 - a) INPROGRESS sp. z o.o. with its registered office in Kraków at ul. Katowicka 39, 31-351 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 0000384161, NIP: 677-235-70-01, e-mail: szkolenia@inprogress.pl; phone: (48) 12 35795 79, fax: (48) 12 378 33 24, in case of contracts concluded with the Consumer as well in the case of contracts concluded with a Consumer applying through the Development Services Database (Polish Agency for Enterprise Development) for services indicated in it
 - b) INPROGRESS Szkolenia Sp. z o.o. with its registered office in Kraków at ul. Katowicka 39, 31-351 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 contracts concluded with a Consumer applying through the Development Services Database (Polish Agency for Enterprise Development) for services indicated in it.
3. Information about which entity indicated in section 2 is a party to a given agreement shall be provided to the Ordering Party before 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. Pastelowa 8, 60-198 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. 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.

7. 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.
8. 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 - with the exception of costs described below in the provisions of this document. If the consumer has concluded the contract outside the business premises during an unplanned visit of the trader to the consumer's place of residence or usual stay or a trip, the deadline for withdrawal from the contract is 30 days
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 of many goods 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 for the spcifeid period of time - from the date of possession of the first item,
 - 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 or by registered mail to the address INPROGRESS, ul. Katowicka 39, 31-351 Kraków. The consumer can also declare withdrawal from the contract by making a statement on the entrepreneur's website

5. INPROGRESS shall immediately send to the Consumer in a durable medium an acknowledgement of receipt of the declaration of will to withdraw from the Agreement at the e-mail address In case of declaration of withdrawal from the contract by electronic means or postal address
6. "In the case of withdrawal by the Consumer from a distance contract or a contract concluded outside the business premises, the contract is considered not concluded.
7. 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 all payments made by Consumer, including the cost of delivering the goods, 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.
8. In the event of withdrawal from the digital content or digital service agreement, INPROGRESS may not, from the date of receipt of the Consumer's statement of withdrawal, use content other than personal data provided or created by the Consumer in the course of using the digital content or digital service provided by the Entrepreneur, with the exception of content that:
 - (a) is only useful in relation to the digital content or digital service which formed the subject matter of the Agreement;
 - (b) is related solely to the Consumer's activities during the use of the digital content or digital service provided by INPROGRESS;
 - (c) has been combined by INPROGRESS with other data and may not be extracted therefrom or can only be extracted with disproportionate effort;
 - (d) has been manufactured by the Consumer together with other consumers who can still use it.With the exception of those cases referred to in a) to d) above, INPROGRESS will, at the request of the Consumer, make available to the Consumer content other than personal data as provided or created by the Consumer in the course of using the digital content or digital service provided by INPROGRESS.
9. The Consumer has the right to recover the digital content from INPROGRESS free of charge, without hindrance from INPROGRESS, within a reasonable time and in a commonly used machine-readable format.
10. In the event of withdrawal, INPROGRESS may prevent the Consumer from the continued use of the digital content or digital service, in particular by preventing the Consumer from accessing the digital content or digital service or by blocking the user account. This provision does not affect the Consumer's rights referred to in paragraph 9 above.
11. If the Consumer has chosen a delivery method other than the cheapest ordinary delivery method offered by INPROGRESS, INPROGRESS is not be obliged to reimburse the Consumer for any additional costs and expenses incurred by the Consumer.
12. The Consumer must return the goods to INPROGRESS or hand them over to a person authorised by INPROGRESS to receive them without delay, but no later than fourteen (14) days from the day on which they withdrew from the Agreement, unless INPROGRESS has offered to collect the goods itself. It suffices to send the goods back before the deadline. In the event of cancellation of the Agreement for the provision of the digital content or digital service, the

Consumer will be obliged to stop using that digital content or digital service and making it available to third parties.

13. The Consumer will only bear the direct costs of returning the goods, unless INPROGRESS has agreed to bear them. INPROGRESS hereby informs you of the necessity of bearing these costs.

14. If the Agreement has been entered into off-premises and the goods have been delivered to the Consumer to the place where they resided at the time of entering into the Agreement, INPROGRESS is obliged to collect the goods at its own expense when, due to the nature of the goods, they cannot be sent back in the usual manner by post.

15. The Consumer assumes liability for any impairment in the value of the goods resulting from the use thereof beyond what is requisite to establish the nature, characteristics and functioning thereof.

16. If the Consumer exercises their right of withdrawal after making a request pursuant to Articles 15(3) and 21(2) of the Consumer Rights Act (i.e. if, on the express request of the Consumer, the performance of the service is to commence before the expiry of the deadline for withdrawal from an off-premises agreement and the Entrepreneur requires the Consumer to make an express statement containing such a request on a durable data storage device), the Consumer assumes liability to pay for the services performed until the withdrawal from the Agreement. The amount of the payment is to be calculated in proportion to the extent of the consideration provided, taking into account the price or remuneration agreed in the Agreement.

17. INPROGRESS will not accept parcels sent back cash on delivery.

18. The Consumer will not bear the costs of the provision of services for the period until withdrawal if:

- a) INPROGRESS has failed to inform the Consumer of the right to withdraw from the Agreement and the consequences of exercising it in accordance with Article 12(1)(9) of the Consumer Rights Act, or
- b) The Consumer did not request the consideration to be provided before the expiry of the withdrawal period in accordance with Article 15(3) Article 21(2) of the Consumer Rights Act,

The Consumer does not bear the costs and expenses of supplying the digital content which is not recorded on a tangible data storage device if:

- a) the Consumer has not agreed to provide the consideration before the expiry of the time limit referred to in Article 27(1) or (2) of the Consumer Rights Act, or
- (b) the Consumer has not been informed of the loss of their right of withdrawal when they give their consent, or
- (c) INPROGRESS has failed to provide confirmation in accordance with Articles 15(1) and 21(1) of the Consumer Rights Act.

19. The right of withdrawal from an off-premises or distance agreement does not apply to the Consumer, inter alia, as regards Agreements entered into with INPROGRESS:

(a) for the provision of services for which the Consumer is liable to pay the price, if INPROGRESS has performed the service in full with the express and prior consent of the Consumer, who has been notified before the provision of the service by the Entrepreneur that after the Entrepreneur provides the consideration they will lose their right of withdrawal, and has acknowledged this;

b) in which the price or remuneration depends on fluctuations in the financial market beyond the control of INPROGRESS and which may occur before the expiry of the withdrawal period;

c) where the subject matter of the consideration is a non-refabricated good made to the Consumer's specifications or to meet the Consumer's personalised needs;

d) where the subject matter of the consideration is goods which have a short shelf life;

e) in which the subject matter of the service is sound or visual recordings or computer programs supplied in sealed packaging if the packaging is opened after delivery;

(f) for the supply of newspapers, periodicals or magazines, with the exception of a subscription agreement;

(g) for the supply of the digital content not supplied on a tangible data storage device for which the Consumer assumes liability to pay the price, where the Entrepreneur has begun to supply with the Consumer's prior express consent and has been informed by the Consumer, prior to the beginning of the supply, that they will lose their right of withdrawal after the Entrepreneur has supplied the service and has acknowledged it, and the Entrepreneur has provided the Entrepreneur with the confirmation referred to in Article 15(1) and (2) or Article 21(1) of the Law on Consumer Rights.

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,
 - 1.2. by post to the address INPROGRESS, ul. Katowicka 39, 31-351 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. Subject to the deadlines provided for in separate regulations, INPROGRESS will respond to the complaint within 14 days of its receipt.
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).

Article 5 Conformity of goods with the Agreement

1. The provisions hereof only apply if determined that INPROGRESS is obliged under the Agreement to transfer the ownership of the goods and to perform the service. This also applies to agreements that oblige the transfer of ownership of goods with the digital elements, also as regards the digital content or digital service within the meaning of the Consumer Rights Act, even provided by a third party. These provisions do not apply to goods that only serve as a data storage device of the digital content. For goods with digital elements, the provisions hereof apply accordingly.

2. Goods are in conformity with the Agreement if, in particular, the following aspects remain in conformity with the Agreement:

(a) description, type, quantity, quality, completeness and functionality and, for goods with digital elements, also compatibility, interoperability and availability of updates;

(b) suitability for the specific purpose for which it is required by the Consumer, of which the Consumer has notified INPROGRESS at the latest at the time of entering into the Agreement and which INPROGRESS has accepted.

3. In addition, the goods, in order to be deemed compliant with the Agreement, must:

(a) be fit for the purposes for which goods of the said type are normally used, including the applicable laws, technical standards or good practice;

(b) be available in such a quantity and have such characteristics, including durability and safety and, in relation to goods with digital elements, also functionality and compatibility, as are typical of goods of the said type and which the Consumer may reasonably expect, taking into account the nature of the goods and the public assurances granted by INPROGRESS, its legal predecessors or persons acting on their behalf, in particular in advertising or on labelling, unless INPROGRESS demonstrates that it was not aware of the public assurance in question and, judging reasonably, could not have been aware of it, the public assurance was rectified before entering into the Agreement in accordance with the terms and form in which the public assurance was made or in a comparable manner, and that the public assurance did not influence the Consumer's decision to enter into the Agreement;

(c) be supplied with packaging, accessories and instructions which the Consumer may reasonably expect to be supplied;

(d) be of the same quality as the sample or model which the Entrepreneur made available to the Consumer before entering into the Agreement and correspond to the description of such a sample or model.

4. INPROGRESS assumes no liability for the lack of conformity of the goods with the Agreement to the extent referred to above if the Consumer, at the latest at the time of entering into the Agreement, has been expressly informed that a specific characteristic of the goods deviates from the requirements for conformity with the Agreement as set out in paragraphs 2 or 3 and has expressly and separately accepted the lack of a specific characteristic of the goods.

5. INPROGRESS assumes liability for any lack of conformity of the goods with the Agreement at the time of delivery and discovered within two (2) years of that time, unless the shelf life of the goods, as determined by INPROGRESS, its legal predecessors or persons acting on their behalf, is longer. Any lack of conformity of the goods with the Agreement which becomes apparent before the expiry of two (2) years after delivery of the goods is presumed to have existed at the time of delivery, unless the contrary is proved or the presumption may not be reconciled with the specific nature of the goods or the nature of the lack of conformity of the goods.

6. As regards goods with digital elements, INPROGRESS assumes liability for the non-conformity with the Agreement of the digital content or digital service delivered continuously, which has occurred or become apparent at the time when, according to the Agreement, they were to be delivered. This time may not be less than two (2) years from the delivery of the goods with digital elements. The non-conformity of the digital content or digital service with the Agreement is presumed to have occurred within that time if it became apparent within that time.

7. If the goods are not in conformity with the Agreement, the Consumer may request repair or replacement.

8. INPROGRESS may carry out a replacement when the Consumer requests a repair, or may carry out a repair when the Consumer requests a replacement, if bringing the goods into conformity with the Agreement in the manner chosen by the Consumer is impossible or would require excessive costs for the Entrepreneur. If repair and replacement are impossible or would require excessive costs for INPROGRESS, it may refuse to bring the goods into conformity with the Agreement.

In assessing whether the costs to the Entrepreneur are excessive, account is to be taken of all the circumstances of the case, in particular the significance of the non-conformity of the goods with the Agreement, the value of the goods in conformity and the undue inconvenience to the Consumer caused by the change in the manner in which the goods were brought into conformity.

9. INPROGRESS will repair or replace within a reasonable time from the moment it is notified by the Consumer of the lack of conformity with the Agreement and without undue inconvenience for the Consumer, taking into account the specific nature of the goods and the purpose for which the Consumer purchased them. The costs and expenses of repair or replacement, particularly including the costs of postage, carriage, labour and materials, are to be borne by INPROGRESS.

10. The Consumer will make the goods subject to repair or replacement available to INPROGRESS. INPROGRESS collects the goods from the Consumer at its own expense.

11. The Consumer is not obliged to pay for the mere use of the goods that are subsequently replaced.

12. If the goods are not in conformity with the Agreement, the Consumer may make a declaration to have the price reduced or may withdraw from the Agreement when:

a) INPROGRESS has refused to bring the goods into conformity with the Agreement in accordance with applicable regulations,

b) did not bring the goods into conformity with the Agreement in accordance with applicable regulations,

(c) the lack of conformity of the goods with the Agreement continues even though INPROGRESS has tried to bring the goods into conformity with the Agreement;

(d) the lack of conformity of the goods with the Agreement is such as to justify either a reduction in price or withdrawal from the Agreement without first having recourse to the measure of protection set out in Article 43d of the Consumer Rights Act,

d) it is clear from a statement by INPROGRESS or the circumstances that it will not bring the goods into conformity with the Agreement within a reasonable time or without undue inconvenience for the Consumer.

13. The reduced price must be in such a proportion to the Agreement price as the value of the non-conforming goods remains to the value of the conforming goods.

14. INPROGRESS will reimburse the Consumer the amounts due as a result of the exercise of the right to have the price reduced immediately, no later than within fourteen (14) days of receipt of the Consumer's statement on price reduction.

15. The Consumer may not withdraw from the Agreement if the lack of conformity of the goods with the Agreement is immaterial.

16. If the lack of conformity applies only to some of the goods supplied under the Agreement, the Consumer may withdraw from the Agreement only as regards those goods and also further goods purchased by the Consumer together with the non-conforming goods, if it is not reasonable to expect the Consumer to agree and keep the conforming goods only.

17. In the event of withdrawal from the Agreement, the Consumer will immediately return the goods to INPROGRESS at its expense. Under such circumstances, INPROGRESS will refund the price to the Consumer immediately, but no later than within fourteen (14) days of receipt of the goods or proof of their return. INPROGRESS will refund the price 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 incur any costs for the Consumer.

18. The Consumer may refrain from paying the price until the Entrepreneur has fulfilled their obligations under Articles 43d and 43e of the Consumer Rights Act.

Article 6 Agreement for the provision of the digital content or service

1. The provisions hereof will only apply if it arises from the Agreement that INPROGRESS is providing the digital content or digital service to the Consumer.

2. INPROGRESS will deliver the digital content or digital service to the Consumer immediately after entering into the Agreement providing for it, unless the Parties have agreed otherwise. The digital content is deemed to have been delivered when the digital content or the means to access or download the digital content have been made available to the Consumer or to a physical or virtual device which the Consumer has chosen independently for that purpose, or when the Consumer or such a device, has accessed it. The digital service is deemed to have been provided when the Consumer or a physical or virtual device which the Consumer has independently selected for that purpose has accessed it.

3. If INPROGRESS fails to deliver the digital content or digital service in accordance with the Agreement, the Consumer may call upon INPROGRESS to deliver it. If INPROGRESS fails to deliver the digital content or digital service immediately or within an additional period expressly agreed by the Parties, the Consumer may withdraw from the Agreement.

4. The Consumer may withdraw from the Agreement without calling for the digital content or digital service if:

(a) it clearly arises from a statement by INPROGRESS or circumstances that it will not provide the digital content or digital service or

(b) The Consumer and INPROGRESS have agreed, or it clearly arises from the circumstances of entering into the Agreement, that a specific time limit for the delivery of the digital content or digital

service was of significant importance to the Consumer and the Entrepreneur has not delivered within that time limit.

5. The above provisions do not apply if the Agreement provides for the delivery of the digital content via a tangible data storage device.

6. The digital content or digital service is in conformity with the Agreement if, in particular, the following aspects remain in conformity:

(a) description, type, quantity, quality, completeness, functionality, compatibility, interoperability and availability of technical support and updates;

(b) suitability for the specific purpose for which it is required by the Consumer, of which the Consumer has notified INPROGRESS at the latest at the time of entering into the Agreement and which INPROGRESS has accepted.

7. Additionally, in order to be deemed contractually compliant, the digital content or digital service must:

(a) be fit for the purposes for which the digital content or digital service of the said type is normally used, taking into account applicable law, technical standards or good practice;

(b) be available in such a quantity and have such characteristics, including functionality, compatibility, availability, continuity and security, as are typical of the digital content or digital service of that nature and which the Consumer may reasonably expect, taking into account the nature of the digital content or digital service and the public assurances made by the Entrepreneur, its legal predecessors or persons acting on its behalf, particularly in advertising or on labelling, unless INPROGRESS demonstrates that:

(a) it was not aware of the public assurance in question and, judging reasonably, could not have been aware of it,

(b) prior to entering into the Agreement, the public assurance has been rectified in the terms and form in which the public assurance was given, or in a comparable manner,

(c) the public assurance did not affect the Consumer's decision to enter into the Agreement;

(d) be supplied with such accessories and instructions as the Consumer may reasonably expect to be supplied;

(e) be in conformity with a trial version or specimen which made available to the Consumer by the Entrepreneur prior to entering into the Agreement.

8. INPROGRESS will keep the Consumer posted of updates, including security features, requisite to keep the digital content or digital service in conformity with the Agreement and provide it to the Consumer in a timely manner:

(a) the supply of the digital content or digital service as specified in the Agreement based on which the supply is made on a continuous basis, or

(b) reasonably expected by the Consumer, taking into account the type of the digital content or digital service and the purpose for which it is used and the circumstances and nature of the Agreement, if the Agreement provides for the supply of the digital content or digital service in one go or in parts.

9. If the Consumer fails to install the updates provided by INPROGRESS within a reasonable period, INPROGRESS assumes no liability for the non-conformity of the digital content or digital service with the Agreement resulting solely from the lack of updates if:

- a) it informed the Consumer about the update and the consequences of not installing it;
- b) the non-installation or incorrect installation of the update was not due to errors in the installation instructions provided by INPROGRESS.

10. INPROGRESS assumes no liability for the lack of conformity of the digital content or digital service with the Agreement to the extent referred to above if the Consumer, at the latest at the time of entering into the Agreement, has been expressly informed that a specific characteristic of the digital content or digital service deviates from the requirements for conformity with the Agreement as set out above and has expressly and separately accepted the lack of a specific characteristic of the digital content or digital service.

11. Where and if the Agreement provides for the provision of the digital content or digital service on a continuous basis, the digital content or digital service must remain contractually compliant for the duration of its provision as specified in the Agreement.

12. The digital content or digital service is to be provided in the latest version available at the time of entering into the Agreement, unless otherwise agreed by the Parties.

13. For the integration of the digital content or digital service, the provision of Article 43b (5) of the Consumer Rights Act (on the liability of the Entrepreneur in case of installation by the Entrepreneur or erroneous instructions) applies accordingly.

14. INPROGRESS may assume liability for the non-conformity with the Agreement of the digital content or digital service delivered in one go or in parts, which existed at the time of delivery and became apparent within two (2) years of that time. Any lack of conformity of the digital content or digital service with the Agreement which becomes apparent before the expiry of one (1) year from the time of delivery of the digital content or digital service is presumed to have existed at the time of delivery.

15. INPROGRESS may assume liability for the non-conformity with the Agreement of the digital content or digital service delivered continuously, which has occurred or become apparent at the time when, according to the Agreement, they were to be delivered. The non-conformity of the digital content or digital service with the Agreement is presumed to have occurred within that time if it became apparent within that time.

16. INPROGRESS may be liable for the non-conformity with the Agreement of the digital content or digital service to the extent regulated in Article 43k (3) (software updates), which has occurred within the timeframe specified in this provision.

17. The presumptions set out in paragraphs 14 and 15 do not apply if:

- (a) the Consumer's digital environment is not compatible with the technical requirements the Entrepreneur has communicated to the Consumer in a clear and comprehensible manner prior to entering into the Agreement;
- (b) the Consumer, having been informed in a clear and comprehensible manner before entering into the Agreement of the obligation to cooperate with the Entrepreneur, to a reasonable extent and using the least onerous technical measures possible, in order to establish whether the non-conformity of the digital content or digital service with the Agreement in good time is due to the characteristics of the Consumer's digital environment, fails to comply with that obligation.

18. If the digital content or digital service is not in conformity with the Agreement, the Consumer may request that it be brought into conformity with the Agreement.

19. INPROGRESS may refuse to bring the digital content or digital service into conformity with the Agreement if bringing the digital content or digital service into conformity with the Agreement is impossible or would require excessive costs for the Entrepreneur. In assessing the excessiveness of the costs for INPROGRESS, all the circumstances of the case are to be taken into account, in particular the significance of the non-conformity of the digital content or digital service with the Agreement and the value of the digital content or digital service in conformity with the Agreement.

20. INPROGRESS will bring the digital content or digital service into conformity with the Agreement within a reasonable time from the moment it is notified by the Consumer of the lack of conformity with the Agreement and without undue inconvenience for the Consumer, taking into account the specific nature of the goods and the purpose for which the Consumer purchased them. The costs of bringing the digital content or digital service into conformity with the Agreement will be borne by INPROGRESS.

21. If the digital content or digital service is not in conformity with the Agreement, the Consumer may make a declaration to have the price reduced or may withdraw from the Agreement when:

(a) it is impossible or requires unreasonable costs to bring the digital content or digital service into conformity with the Agreement pursuant to Article 43m (2) and (3) of the Consumer Rights Act;

(b) the Entrepreneur has failed to bring the digital content or digital service into conformity with the Agreement in accordance with Article 43m (4) of the Consumer Rights Act;

(c) the non-conformity of the digital content or digital service with the Agreement continues even though the Entrepreneur has attempted to bring the digital content or digital service into conformity with the Agreement;

(d) the lack of conformity of the digital content or digital service with the Agreement is such as to justify either a reduction in price or withdrawal from the Agreement without first having recourse to the measure of protection set out in Article 43m;

e) it is clear from a statement by the Entrepreneur or the circumstances that it will not bring the digital content or digital service into conformity with the Agreement within a reasonable time or without undue inconvenience for the Consumer.

22. The reduced price must be in such a proportion to the Agreement price as the value of the non-conforming digital content or digital service remains to the value of the conforming digital content or digital service. If the Agreement provides that the digital content or digital service is delivered in parts or on a continuous basis, the term during which the digital content or digital service was not in conformity with the Agreement should be taken into account when reducing the price.

23. The Consumer may not withdraw from the Agreement if the digital content or digital service is provided in exchange for the payment of a price and the lack of conformity of the digital content or digital service with the Agreement is immaterial.

24. Once the Agreement has been withdrawn, INPROGRESS may not use content other than personal data provided or created by the consumer in the course of using the digital content or digital service provided by the Entrepreneur, with the exception of content that:

(a) is only useful in relation to the digital content or digital service which formed the subject matter of the Agreement;

(b) is related solely to the Consumer's activities during the use of the digital content or digital service provided by INPROGRESS, which content or service formed the subject matter of the Agreement;

(c) has been merged by the Entrepreneur with other data and may not be separated without undue difficulty;

(d) has been manufactured by the Consumer together with other consumers who can still use it.

25. INPROGRESS will make available to the Consumer, at the Consumer's request and at the Consumer's expense, within a reasonable time and in a commonly used machine-readable format, the content produced or provided by the Consumer in the course of the use of the digital content or digital service, other than personal data, with the exception of the content referred to in paragraph 1(1)-(3).

26. INPROGRESS may request the return of the tangible data storage device on which it has delivered the digital content within fourteen (14) days of receipt of the Consumer's declaration of withdrawal. The Consumer will return the data storage device immediately and at the Entrepreneur's expense.

27. INPROGRESS is not entitled to claim payment for the time during which the digital content or digital service was not in conformity with the Agreement, even if the Consumer actually used it before withdrawing from the Agreement.

28. INPROGRESS will only be obliged to reimburse the price for the part corresponding to the digital content or digital service that is not in conformity with the Agreement and the digital Agreement or digital service whose obligation to deliver has fallen due to the withdrawal from the Agreement.

29. INPROGRESS will have the obligation to reimburse the Consumer the amount due as a result of the exercise of the right to withdraw from the Agreement or have the price reduced immediately, no later than within fourteen (14) days of receipt of the Consumer's statement on withdrawal from the Agreement or price reduction.

30. INPROGRESS will refund the price 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 incur any costs for the Consumer.

31. INPROGRESS may make a change to the digital content or digital service that is not requisite to comply with the Agreement only if the Agreement so provides and only for the legitimate reasons indicated in the Agreement. However, the Entrepreneur may not change the digital content or digital service provided on a one-off basis. The implementation of the change must not entail any costs for the Consumer. INPROGRESS is obliged to inform the Consumer in a clear and comprehensible manner of the change being made.

32. If the aforementioned change (as referred to in Article 43p (1) of the Consumer Rights Act) materially and adversely affects the Consumer's access to or use of the digital content or digital service, INPROGRESS will be obliged to inform the Consumer in good time on a durable data storage device about the characteristics and date of the change and the right to terminate the Agreement. In such a case, the Consumer may terminate the Agreement without notice within thirty (30) days from the date of the change referred to in Article 43p (1) or the notification of that change if the notification was made later than that change. The Consumer does not have the right to terminate the Agreement if INPROGRESS has provided the Consumer with the right to retain, at no additional cost, the digital content or digital service in conformity with the Agreement in an unaltered state.