

The Provision of Services Regulations  
as of 17/07/2023

**Article 1 General Provisions and Definitions**

1. Regulations specify conditions of concluding and performing of agreements, in particular agreements for provision of training services by INPROGRESS, as well as the mode of complaint procedure and conditions for provision of other services and use of the Website.
2. The terms used in the Regulations shall mean:
  - 1) Regulations - refer to this document,
  - 2) INPROGRESS –refers to:
    - 2.2.a) In the case of contracts concluded with Consumers:INPROGRESS sp. z o.o. with its registered office at ul. Katowicka 39, 31 -351 Kraków, entered into the register of entrepreneurs kept by the District Court for Kraków Śródmieście in Kraków, 11th Commercial Division of the National Court Register under the number KRS 0000384161, NIP: 677-235-70-01, e-mail: szkolenia@inprogress.pl; phone: (48) 12 35795 79, fax: (48) 12 378 33 24,
    - 2.2.b) In the case of contracts concluded with entities that are not Consumers within the meaning of Article 22<sup>1</sup> of the Civil Code, and in all cases concerning the functionality of the Service: INPROGRESS sp. z o.o. with its registered office at ul. Katowicka 39, 31 -351 Kraków, entered into the register of entrepreneurs kept by the District Court for Kraków Śródmieście in Kraków, 11th Commercial Division of the National Court Register under the number KRS 0000384161, NIP: 677-235-70-01, e-mail: szkolenia@inprogress.pl; phone: (48) 12 35795 79, fax: (48) 12 378 33 24,
    - 2.2.c) In the case of contracts concluded with entities that finance Training for at least 70% from public funds as referred to in Art. 5 (1) of the Public Finance Act and with all entities applying through the Development Services Database (Polish Agency for Enterprise Development): INPROGRESS Szkolenia Sp. z o.o. with its registered office in Krakow, at ul. Katowicka 39, entered into the register of entrepreneurs kept by the District Court for Krakow - Śródmieście in Krakow, 11th Commercial Division of the National Court Register under the number KRS 0000427134, NIP: 677-236-99-90, e-mail: szkolenia@inprogress.pl, phone: (48) 12 357 95 79, fax: (48) 12 378 33 24,  
  
- with the information on which entity is a party to the given contract being provided to the Purchaser before the conclusion of the contract and resulting from the specific provisions in §1 of the General Provisions of Annexes No. 1 and 2 to the Regulations.
  - 3) Website - shall mean the website <https://inprogress-training.com> performing informative functions, including presenting Information about Training and enabling communication of the User with INPROGRESS using its functionalities, including enabling the submission of Notifications,
  - 4) Website Administrator - shall mean: 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) 12 357 95 79, fax: (48) 12 378 33 24,

- 5) User - shall mean an individual, legal person or organisational unit without legal personality that uses the Website,
- 6) Training - shall mean a training service delivered as Open Training or as Closed Training, whereby Open Training - shall mean Training that may be commissioned by any Ordering Party within or outside the Website, and Closed Training - shall mean Training provided for the benefit of a group of Participants at the separate request of the Ordering Party; the provisions of these Regulations referring to the concept of Training shall apply to both Open and Closed Training, unless expressly indicated otherwise; the provisions of the Regulations that refer to the concept of a Training apply to Training ordered outside the Website; in cases indicated in the Website or the Offer the Training includes an Examination; the Training may be conducted as a Classroom Training or as an Online Training The provisions of these Regulations that refer to the concept of Training shall apply to both classroom and online Training, unless the Regulations provide otherwise, Training shall not include materials made available free of charge for information purposes through the Website, even if access to them requires registration or personal information,
- 7) Ordering Party - shall mean a natural person, legal person or organisational unit without legal personality registering a person or persons (themselves or third parties) to participate in the Training,
- 8) Participant - refers to a person taking part in a Training or an Examination,
- 9) Consumer - refers to a User, Participant or Ordering Party who is a natural person and who uses the Website or orders a Training which is not directly related to economic or professional activity conducted thereby,
- 10) Enquiry - shall mean an enquiry for a Closed Training, Open Training or for an Offer sent to INPROGRESS in any form,
- 11) Application - shall mean the declaration of will of the Ordering Party submitted via the Website and its functionalities, or in writing, orally or by e-mail or fax, in which the Ordering Party declares that it is registering itself or third parties for a Training or ordering additional services or training materials,
- 12) Order Form - shall mean a document according to the template provided or agreed by INPROGRESS, completed by the Ordering Party and signed by persons authorised to incur liabilities on behalf of the Ordering Party, constituting the basis for the Application,
- 13) Order Confirmation - means an e-mail message sent to the Purchaser confirming receipt of the Submission by INPROGRESS, which does not yet constitute confirmation of the conclusion of the Training Services Agreement or Additional Agreement
- 14) Training Confirmation - means a message sent in electronic form along with the Training agenda and indicating the date of the Training to the Purchaser or Participant by an INPROGRESS employee, confirming acceptance of the implementation of the Training, additional services or an order for training materials
- 15) Offer - shall mean a document in which INPROGRESS proposes the scope and the terms of a Closed Training, which, however, shall not constitute an offer within the meaning of the Civil Code,
- 16) Training Information - shall mean the data on Open Training placed on the Website; Training Information shall not constitute an Offer within the meaning of these Regulations, nor an offer within the meaning of the Civil Code,

- 17) Agreement for the provision of training services - shall mean an agreement in the meaning of the Civil Code specifying the terms and conditions of the Training (in particular, the subject of the Training, place and date of the Training, the amount of payment for the Training) recorded in a document or documents; the terms of the Agreement for the provision of training services are expressed in the Regulations, the Application, the Application Confirmation and the Training Confirmation, and may be expressed in other documents, e.g. in electronic correspondence,
- 18) Supplemental Agreement - shall mean an order for hard-copy training materials with shipping, a textbook, or a retake of an Examination, recorded in a document or documents and accompanying the Agreement for the provision of training services; with the exception of the provisions of Annex 1 to these Regulations, whenever in these Regulations, the Agreement for the provision of training services shall be construed as a Supplemental Agreement; the provisions on the Agreement for the provision of training services shall apply accordingly to orders for training materials or the textbook that do not accompany the Agreement for the provision of training services,
- 19) Training Completion Certificate - shall mean a document confirming participation in Training, which the Participant receives after completing the Training (in case of Training from PeopleCert portfolio the document called " Certification", in case of other Training provided by INPROGRESS the document called " Certificate"),
- 20) Examination - means examination services offered as part of the Training, and in cases indicated in the Website or the Offer also a service offered outside the Training.

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

1. The Training Services Agreement is entered into upon the Confirmation of the Training in relation to the Application or the organisation of the Training. The process of entering into the Training Services Agreement may be preceded by sending an Inquiry, Application, Order Form, Offer or agreements by and between the Orderer and INPROGRESS on the terms and conditions of the Training in a manner provided for by applicable law.
2. Providing personal data of the Ordering Party and Participants is voluntary, however, it is a condition for concluding and performing the Agreement for the provision of training services.
3. Trainings are implemented by trainers selected by INPROGRESS according to the training programme and detailed agenda. A detailed agenda for the Open Training shall be sent to the Ordering Party or Participant at least 5 days before the date of the Open Training (unless the Agreement for the provision of training services is concluded afterwards). Any change to the agenda shall not constitute an amendment to the Agreement and may take place at the request of all Participants of the Training, or at the initiative of the trainer conducting the Training in order to increase the effectiveness of the Training or to better adapt it to the needs of the training group.
4. If the Training Programme provides for training materials (e.g. a textbook) the Participant shall receive the training materials after the Ordering Party has paid all fees in accordance with the Agreement for the provision of training services.
5. In exceptional situations concerning non-availability of previously selected trainer or training place, INPROGRESS may propose a change of the Training place, its schedule, date and trainer, which shall take place without prejudice to the rights of the Consumer.

Changes may not concern: the Training programme, the number of hours of the Training, the price of the Training or other essential elements of the Agreement for the provision of training services.

6. There is a limit of places for stationary and online training; the order of Applications decides about participation.
7. Upon completion of the Training, the Participant shall receive a Training Completion Certificate. In the case of Trainings purchased with an Examination or Examinations, the Participant shall receive the certificate within 6 weeks of the date of the Examination, subject to a positive result in the Examination and the payment of all fees by the Ordering Party in accordance with the Agreement for the provision of training services.
8. The Agreement for the provision of training services shall be implemented by INPROGRESS, including its employees, as well as collaborators and subcontractors, for the actions and omissions of which INPROGRESS is liable as for its own.

### **Article 3 Protection of training materials and other data**

1. The training materials and the textbook provided to the Ordering Party or the Participants shall constitute works within the meaning of the Act on Copyright and Related Rights. Transfer of training materials or textbook by INPROGRESS shall not constitute transfer of copyrights or the granting of any license to use of training materials or textbook. The use of training materials or the textbook in a broader scope than specified in the provisions on the permitted use of protected works requires the separate consent of the rightholder. The provision of training materials or a textbook gives the right to use the training materials and the textbook for the Training or Examination. The use of the right of quotation shall be subject to the provision of information on the author and the source of the training materials and the textbook.
2. INPROGRESS informs that 1) use by Participants of personal data of other Participants shall require consent of interested persons, 2) data disclosed by Participants constituting company secret shall be protected and their further use shall require consent of interested persons and 3) information, data and training materials provided to Participants by INPROGRESS shall be protected, and their use for purposes other than those covered by the agreement on provision of training services shall require consent of INPROGRESS.
3. All content included in the Website belongs to INPROGRESS and is protected by copyright.
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#### **Article 4 Annexes to the Regulations**

1. The Regulations include the following Annexes, which form an integral part thereof:
  1. Annex 1 Detailed rules for concluding and performing agreements with Consumers,
  2. Annex 2 Detailed rules for the conclusion and performance of agreements with non-consumers,
  3. Annex 3 Policy on cookies and other marketing techniques and social media plugins,
  4. Annex 4 Information on the rules for processing personal data,
  5. Annex 5 Specimen withdrawal from the Agreement by the Consumer,
  6. Annex 6 Model complaint by a Consumer.

#### **Article 6 Final provisions**

1. Regulations are introduced by INPROGRESS for indefinite period of time.
2. Changes to the Regulations do not apply to previously concluded Agreements for the provision of training services or other agreements if the Ordering Party or the User has not agreed thereto.
3. Nothing in the Terms and Conditions is intended, understood or shall be applied as limiting the rights or standard of protection of Consumers.
4. The law applicable to all agreements specified by the Regulations is Polish law, and all possible disputes shall be settled by common courts with jurisdiction over the registered office of INPROGRESS.