

TERMS AND CONDITIONS FOR THE ORGANIZATION OF TRAININGS

as part of the "WEBCON ACADEMY" training program

§ 1. INTRODUCTORY PROVISIONS

1. These Terms and Conditions (hereinafter "**Terms and Conditions**") define the rules for the provision of services to entities other than consumers (hereinafter referred to as "**Client**") in the field of organization of training courses by WEBCON S.A., a Polish limited liability company with its registered office in Krakow, entered into the register of enterprises of the National Court Register kept by the District Court for Krakow-Śródmieście in Krakow, XI Commercial Division of the National Court Register, under KRS number [0001145414](#) (hereinafter referred to as "**WEBCON**").
2. The subject matter of the Terms and Conditions is to define the terms and conditions of cooperation between the parties regarding the participation of individuals designated by the Client in training courses selected by the Client from WEBCON's offer (hereinafter referred to as "**Training**"), held in places and on dates indicated by WEBCON, in accordance with the program determined by WEBCON, for the benefit of the individuals designated by the Client to participate in the Training (hereinafter referred to as "**Participant**").
3. Detailed information on individual training courses and their dates, as well as the organiser's contact details, are contained on WEBCON's website, in particular on the website <https://webcon.com/webcon-academy/> . This information does not constitute an offer within the meaning of the Polish Civil Code, but is an invitation to make offers.
4. Any services specified in the Terms and Conditions, in particular services in the field of organizing and conducting trainings, are provided by WEBCON exclusively to entities that are not consumers within the meaning of the Polish Civil Code. The provisions of the Terms and Conditions shall only govern agreements concluded with entities that are not consumers within the meaning of the Polish Civil Code.
5. WEBCON's services in the area of the organization of Trainings shall be performed on the basis of an Order concluded by the parties (hereinafter referred to as "**Order**" or "**Agreement**") and the Terms and Conditions. Depending on the characteristics of the Training, the Agreement may constitute a contract for the provision of services or a contract for specific work as defined by the Polish Civil Code.

§ 2. APPLICATION FOR PARTICIPATION IN A TRAINING

1. In order to apply for participation in a Training the Client sends WEBCON an enquiry by filling in the form available on the website at <https://webcon.com/webcon-academy/>, and sending it by email to trainings@webcon.com or by contacting WEBCON in another way.
2. After receiving the above-mentioned enquiry, WEBCON's representative will contact the Client in order to agree on the terms and conditions of the Order and the Trainings.
3. After agreeing on the conditions and date of the Training, WEBCON's representative will send the completed **Order** form by email to the address indicated by the Client.
4. The condition for the conclusion of the Order and the participation of the Participants in the Training is sending by e-mail to WEBCON, at least 15 days before the beginning of the particular Training, a scan of the Order form signed by a person authorized to represent the Client, in which the Client states in particular that the Client:
 - 4.1 has read the Terms and Conditions and accepts them;

- 4.2 accepts the terms and costs of the Training;
- 4.3 is familiar with other information contained in the materials received from WEBCON, in particular the processing of personal data;
- 4.4 the person signing the Order form is authorized to conclude the Agreement (or authorized to represent the Client in accordance with generally applicable laws).
5. In case the signed Order form is sent after the deadline specified in item 4 above, the participation in the Training of participants indicated by the Client is possible after WEBCON confirms the availability of vacancies in the Training to which the application relates.
6. In response to the scan of the signed Order form sent in accordance with the above procedure, WEBCON will confirm by e-mail to the Client the delivery of the Training on the agreed date and under the agreed conditions. This constitutes WEBCON's statement of acceptance of the offer made by the Client and results in the conclusion of an Agreement on the conditions indicated in the Order form and in the Terms and Conditions. WEBCON is in no way obliged to accept the Order form and conclude an Agreement with the Client.
7. Unless agreed otherwise by the parties, the Client is obliged to provide WEBCON with the **Participants'** data at least 7 days before the date of the beginning of the Training by filling in the **application form** sent by WEBCON's representative, also available on the website <https://webcon.com/webcon-academy/>.
8. The Client may change the Participant enrolled in a particular Training at the latest within 3 working days before the Training starts, by sending an appropriate request to WEBCON in the form of an email.

§ 3. TERMS OF PAYMENT

1. All fees for Trainings shall be made by the Client in accordance with the Terms and Conditions and the relevant Order.
2. In all cases the prices quoted are net prices (excluding VAT) unless expressly stated otherwise.
3. The Client is obliged to pay all fees specified in the Order, including the price of the Training in full, on the basis of a VAT invoice issued by WEBCON after the completion of the Training, by bank transfer to the bank account indicated on the VAT invoice, within 14 days of issuing the invoice (unless agreed otherwise in the Order or other agreements concluded by WEBCON with the Client).
4. The indicated price for the Training includes only WEBCON's remuneration for the participation of the number of Participants indicated in the Order. All other costs, in particular the costs of travel, accommodation and meals of the Participants, shall be borne by the Client on its own account.

§ 4. RESIGNATION FROM THE TRAINING

1. After concluding the Order the Client is entitled to resign from the Training without the obligation to pay the price for the Training, provided that such request is submitted at least 15 days before the start of the Training.
2. Notification of resignation from the Training should be sent by e-mail to the following address: trainings@webcon.com. The statement of resignation referred to in the previous sentence shall be effective upon WEBCON's receipt of the e-mail containing the request and shall result in termination of the Agreement.
3. In the event of resignation from the participation in the Training later than specified in item 1 above or in the event of the Participant's absence during the Training, the Agreement shall remain in

force and the Client shall be obliged to pay the full price for the Training specified in the Order (100% of the price + VAT), on the basis of a VAT invoice issued after the completion of the Training in accordance with the principles specified in § 3 item 3 of the Terms and Conditions.

§ 5. CANCELLATION OF TRAINING

1. WEBCON is entitled to:
 - 1.1 change the date of the Training;
 - 1.2 cancel the Training if the minimum required number of Participants is not registered or is reduced below the required level;
 - 1.3 cancel the Training due to other organizational reasons, including technical reasons, of which the Client will be informed immediately after the above-mentioned circumstances occur.
2. In the event of cancellation or change of the conditions of the Training on the terms specified above, the Client is entitled to:
 - 2.1 request a refund of the price paid to WEBCON for a given Training - provided that a request for a refund is sent to WEBCON by e-mail;
 - 2.2 choose another Training of the same type as the one covered by the Agreement - with the consent of WEBCON and provided there are available vacancies at the selected training.
3. WEBCON is entitled to terminate the Agreement without notice in case of violation of the Terms and Conditions or the Agreement by the Client or the Participant.

§ 6. CONDITIONS FOR PARTICIPATION IN THE TRAINING

1. Detailed rules for conducting the Training, including organizational rules of its conduct, are included in the information materials sent before the Training and in the training descriptions on the website <https://webcon.com/webcon-academy/>.
2. Trainings are conducted remotely.
3. Unless otherwise specified in the description of a given Training, WEBCON provides the Participants with dedicated training environments with all necessary components installed and with training materials in electronic form.
4. In case of Trainings conducted remotely:
 - 4.1 each Participant should be equipped with a computer, camera, speakers and microphone, additional monitor and permanent access to the Internet;
 - 4.2 during the Training, the trainer has remote access to each environment;
 - 4.3 no later than 3 days before the beginning of the Training the Participant will receive information materials, connections, logins and passwords to the training environments;
 - 4.4 the Participant is obliged to check the connectivity to the training environment one day before the beginning of the training. Any problems should be reported the day before the start of the Training, using the address indicated in the information materials;
 - 4.5 the trainer has the right to exclude from the classes a Participant whose previously unreported problems do not allow effective participation in the Training or make it difficult to conduct the Training. In such a case, the Client shall be obliged to pay the full price for the Training specified in the Order under the principles specified in § 3 of the Terms and Conditions;
 - 4.6 The Participant is obliged to join the Training at least 5 minutes before its start.

5. The Client undertakes to ensure and warrants that each Participant, prior to participating in the Training, acquaints himself/herself with the content of the Terms and Conditions, the description of the Training and any other materials indicated by WEBCON, and that he/she accepts their content. In particular, the Client ensures and warrants that Participants have the required skills and competences without which participation in the Training may hinder its completion or make its completion impossible.
6. It is not permissible for the Participant to record the course of the Training and the content made available during the Training.
7. WEBCON reserves the right to record the training (in audio or video form), however the video recording is limited to the trainer and the content of the presentation.
8. WEBCON is obliged to perform the Training with due diligence and to the best of its professional knowledge.

§ 7. PERSONAL DATA

1. WEBCON is the administrator of the personal data of the Client and the Participants.
2. The personal data of the Client and the Participants is processed for the purpose of completing the Order and conducting the Trainings, and, with the consent of the Client or the Participants, also for the purpose of direct marketing of products or services as well as sending commercial information within the meaning of the Act on providing services by electronic means.
3. Detailed information on the processing of personal data by WEBCON is included in the appendix to the Terms and Conditions, on the website at <https://webcon.com/privacy-policy/>.

§ 8. RESERVATIONS

1. WEBCON shall not be liable for the Participants' inability to participate in the Training for any reason not attributable to WEBCON, in particular for the reasons arising from the non-fulfilment of technical conditions referred to in § 6 item 4 of the Terms and Conditions, as well as from the malfunction of the Participants' equipment preventing or hindering their participation in the Training.
2. The Client acknowledges that the information and materials provided during the Training are of general (informational) nature and may not be regarded as providing any advisory services. Recommendations indicated during the Training are for illustrative purposes only.
3. All training materials provided to the Client or Participants, including during the Training, shall remain the property of WEBCON without any burden or limitations on behalf of the Client, Participant or any other third party and none of the provisions of the Terms and Conditions shall be interpreted as a transfer of rights to the training materials to the Client or the Participant.
4. The Client and the Participant may use the training materials only for their own needs related to the participation in the Training. The Participant shall not have the right to reproduce, distribute, make public or market, or make available to third parties, in whole or in part, the contents of the training materials.
5. The Client is not entitled to use publicly or otherwise the name, logotype, or trademarks of WEBCON.

§ 9. COMPLAINTS

1. The Client is entitled to submit a complaint regarding the Training by e-mail to WEBCON's contact address indicated above in the Terms and Conditions. The complaint should be sent no later than within 14 days from the date of the occurrence of the circumstances covered by the complaint.

2. The complaint shall contain: the Client's designation (including his/her name, surname, and in case of legal persons and other entities - name, address and details of the person authorized to represent the Client in connection with the complaint), indication of the Training and the case being the basis for complaint submission; description of circumstances justifying the complaint; Client's demands in connection with the complaint.
3. The complaint will be considered immediately, but no later than within 30 days from the date of submitting a complete complaint. The Customer will be informed of the manner of complaint consideration no later than within 7 calendar days of the consideration.
4. Complaints submitted in violation of the above provisions may not be considered by WEBCON.
5. To the maximum extent permitted by law, WEBCON's liability under the statutory warranty is excluded.

§ 10. FINAL PROVISIONS

1. The Terms and Conditions and the Agreements concluded on its basis are governed by Polish law.
2. The Client shall not be entitled to transfer rights or obligations arising from the Agreement to a third party without WEBCON's written consent.
3. Any changes to the conditions set out in the Terms and Conditions made under a specific Agreement, shall require an express agreement of the parties concluded in writing in order to be effective.
4. WEBCON is entitled to make changes to the Terms and Conditions for important reasons. WEBCON shall inform the Client about changes to the Terms and Conditions seven days in advance via email to the address indicated by the Client in the application form.
5. Any disputes arising from the Terms and Conditions and Agreements concluded on the basis thereof shall be settled by the Polish court with jurisdiction over WEBCON's registered office.
6. The Terms and Conditions enter into force on [] 2022.