

TRAINING SERVICES TERMS AND CONDITIONS

§ 1.

General provisions

1. These terms and conditions (hereinafter referred to as the **Terms**) define the terms for the provision of Classroom Trainings, Remote Trainings and E-learning Trainings, the terms for signing Training Contracts as well as complaint-handling procedure.
2. The Training Service Provider is COMARCH Spółka Akcyjna with its registered office in Kraków 31-864, al. Jana Pawła II 39A, entered into the Register of Entrepreneurs KRS maintained by the District Court in Kraków for Kraków – Śródmieście, XI Economic Division of the National Court Register under KRS: 0000057567, NIP: 677-00-65-406, REGON 350527377, the share capital of the company amounts to 8.133.349,00 PLN, the share capital was paid in full (hereinafter referred to as the **Training Service Provider**).

§2

Definitions

1. **E-Learning Platform Administrator** – a person authorized by Comarch to manage the Platform in technical terms and responsible for its smooth and continuous operation.
2. **Daily Training Session** – a maximum of 8 training hours (where: 1 training/class hour means 45 clock minutes).

Classroom Training Parameters:

- a. training/class hour = 45 clock minutes;
- b. duration of daily training session is no more than 8 class hours;
- c. daily training session includes at least two 15-minute breaks and one longer break (from 30 to 60 minutes);
- d. the total duration of daily training session does not exceed 8 clock hours;
- e. training sessions do not exceed 5 consecutive daily training sessions at a time.

Remote Training Parameters:

- a. training/class hour = 45 clock minutes;
- b. duration of a daily training session is no more than 8 class hours; however, it can be completed in 4 class hours upon request;
- c. training sessions do not exceed 5 consecutive daily training sessions at a time;
- d. the total duration of a Remote Training is specified in the program of the selected Training Course at: <https://www.comarch.pl/szkolenia/>.

3. **Consumer** – an Ordering Party who is a natural person or runs a business activity and who, upon signing a Training Service agreement, enters into a transaction that shall be considered reliable.
4. **Account** – a set of permission resources and settings created for a Participant within the E-learning Platform.

5. **Training materials** – original materials supporting the training process, which are used during the training by trainers/lecturers and Participants, understood as the instructions, pdf files – user manuals, exercises, electronic media provided by the Training Service Provider to the Participants.
6. **E-Learning Platform** – a platform for conducting E-Learning Training, enabling access to training materials and available at: <https://e-profesor.comarch.pl/>.
7. **Remote Training Platform** – a platform for conducting Remote Training Courses using video conferencing, allowing participation in training hosted live, in real time, with access provided to the Participant by the Training Service Provider.
8. **Training Service (Service)** – a training platform operating at <https://www.comarch.pl/szkolenia/> containing detailed information on Training Courses, enabling the purchase of Classroom Training Courses, Remote Training Courses (including access to the Remote Training Platform), E-Learning Training Courses (including access to the E-LEARNING Platform).
9. **Training** – a form of training that can be conducted onsite, remotely, in a hybrid mode or by accessing the e-learning Platform. Detailed information on individual Training Courses can be found on the Training Service Site.
10. **E-learning training** – training courses shared on the E-Learning Platform (using the Moodle learning management system) in a combined form, that is, access to text and graphic pdf files, which may contain audio/video materials and interactive tasks. E-learning courses can be purchased through Comarch e-Shop available at: <https://sklep.comarch.pl/> and via the Training Service Site at: <https://www.comarch.pl/szkolenia/>. E-learning training courses are available for Participants for a period of 365 days from the moment the access credentials are provided to the Participant.
11. **Hybrid training** – a combined, integrated form of training courses based on classroom training with an option of attending them remotely using a computer and access to permanent Internet connection. The duration of hybrid training courses corresponds to the parameters of classroom training courses.
12. **Classroom training** – a traditional form of training course based on direct full-time attendance of Participants in the training, which is held at a designated location.
13. **Remote training** – training courses conducted by a person designated by the Training Service Provider in real time and transmitted through an Internet channel using a videoconferencing platform that enables voice and video communication with Participants residing anywhere with a working permanent Internet connection.
14. **Participant** – an adult natural person designated by the Employer to attend the Training.
15. **Training Services Agreement (Agreement)** – a civil law agreement for the provision of ordered Training.
16. **Ordering Party** – an adult natural person or a legal person to whom the Civil Code grants legal personality, referring a Participant to attend the Training.

§3

Technical requirements

Using the Training Service by the Ordering Party and the Participant is conditional on having a device (computer, laptop, tablet, smartphone) connected to the Internet together with one of the web browsers, e.g.: Internet Explorer, Google Chrome, Mozilla FireFox or Microsoft Edge with the possibility of saving cookies. The Training Service Provider recommends using the latest versions of web browsers available on devices and having an active e-mail account.

In the case of Remote Training Courses, participation is conditional on having a device (computer, laptop) with permanent Internet connection (download/upload speed: minimum 2 Mb/s / 128 kb/s; recommended 4 Mb/s / 512 kb/s) along with one of the web browsers (Internet Explorer, Google Chrome, Mozilla FireFox or Microsoft Edge) equipped with a microphone or headphones. The exact technical requirements and configuration instruction for an individual Remote Training, along with the terms under which it is provided, are available in the Training Service. Any necessary information is additionally provided also to the Participant prior to the Remote Training.

§4

Pearson Vue Exams

1. Registration for an exam is submitted via email by scheduling a session with the Exam Administrator, but no later than 7 days before the scheduled exam date. Registration for an exam shall be submitted at: training@comarch.com
2. Exams are conducted only onsite at the Comarch Training Center in Cracow. Each person taking an exam is provided with an individual computer workstation.
3. Pursuant to the procedure defined by Pearson Vue, the candidate must arrive for the exam with two documents confirming his/her identity, at least 15 minutes before the start time. Failure to submit a complete file will prevent the candidate from taking the exam.
4. Each participant shall prior to the exam read the exact guidelines of the exam service provider concerning the scope of examination. These guidelines are submitted to the participant prior to the exam.
5. The exam fee shall be paid as follows:
 - a. Legal persons: payment shall be made by bank transfer up to 7 days after the exam on the basis of an invoice (the account number shall be provided in the invoice and registration form)
 - b. Natural persons: payment shall be made in cash prior to the exam on the basis of an invoice

Comarch Training Center reserves the right to determine the final method of payment.

§5

Terms for concluding an Agreement

1. The Training Service Agreement is concluded on the basis on an electronic order submitted by the Ordering Party, after acceptance of these Terms and acceptance by e-mail of the Training registration by the Training Service Provider.
2. The Training Service Provider shall be entitled to remuneration for conducting the Training in accordance with the current price list available at the Training Service.
3. Remuneration for the Training does not include accommodation and travel costs of the Participant to the Training (unless such provisions are included in the offer of a given Classroom Training or will be determined individually between the Training Service Provider and the Ordering Party).
4. The Ordering Party shall pay remuneration for the Training as follows:
 - a. adult natural persons, prior to the Training / Remote Training – payment shall be made to an indicated account number;
 - b. legal persons, after the Training / Remote Training – payment shall be made on the basis of an invoice payable by bank transfer;
 - c. legal persons and adult natural persons before accessing the E-LEARNING Platform – payment shall be made in advance to an indicated account number or via another on-line payment system indicated by the Training Service Provider.
 - d. For trainings purchased through the online store at <https://www.comarch.com/training/>: DotPay BLIK or Dotpay for payments by quick transfers.
5. Data provided in the Training order shall be considered the billing information. Invoices for Training shall be sent as paper copy or electronically with the Ordering Party's prior consent.
6. In case of trainings organized for foreign entities, it is acceptable to invoice the trainings in Euro including VAT rates according to Polish tax law.

§6

Obligations of the Parties

1. The Training Service Provider undertakes to:
 - a. conduct the ordered Training for the Ordering Party in the scope of and on the terms specified on the Training Service Site;
 - b. provide qualified teaching staff to conduct the Training Courses;
 - c. prepare a Training program and schedule;

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Training

In the case of Classroom Training: provide training facilities to the extent necessary to conduct the Training (unless the Ordering Party decides otherwise and the Training Service Provider consents thereto). Provision of training facilities shall mean the preparation of space for each Participant (depending on the size of the groups), access to sufficient lighting, and maintenance of optimum temperature and air exchange. The Participant shall have access to sanitary facilities.

Depending on the type of training, the Participant shall be provided with a chair, a seat at a table, computer equipment. Training rooms are equipped with audiovisual equipment and other aids required by the nature of the selected training (whiteboards, flipchart, cameras, additional projectors and sound system, additional stationery);

- d. in the case of Remote Training: send by email (to the email address provided in the order) the Remote Training information (such as a link to the platform, service date and time, technical requirements) and ensure the transmission of the Training via a dedicated platform, while meeting the technical requirements described in §3 on the part of the Participant. Access to the Remote Training Platform in the case of legal entities shall be granted upon confirmation of the Training Course and in the case of adult natural persons after receiving payment for the Training Course. The Training Service Provider shall provide to the Participant of the Remote Training the possibility to communicate with the trainer/lecturer in real time of the Training – the Participant can communicate with the trainer, ask questions and answer the trainer's questions verbally and via the chat that is part of the Remote Training Platform;
- e. provide each Participant with training materials in electronic or printed form, depending on the type of Training;
- f. conduct a Training evaluation in terms of: achievement of the desired objectives, selection of training material and methods, organization of the training facilities and training process as well as performance of the trainer/lecturer. Training evaluation shall be conducted in the form of a questionnaire. Each Participant shall have the right to view own evaluation and the overall evaluation of the Training in which s/he participated;
- g. issue to the Participant (conditional upon actual participation in the classes) a personal certificate and/or a certificate acknowledging participation in the Training and the qualifications obtained. In the case of Remote Training, participation shall be confirmed through a log record – their duration, generated by the Remote Training Platform, whereas the certificate shall be submitted as a PDF file sent to the email address provided during registration. Upon request of the Remote Training Participant, the certificate can be issued in hard copy and mailed to the address indicated by the Participant;
- h. prepare and provide access to the E-learning Platform for the Participant in accordance with the rules set forth on the Training Service Site. The e-learning

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course shall be launched within 48 business hours from the moment of registration via the registration form; The e-learning course shall be made available for a period of 365 days counted from the moment of the provision of access credentials to the Participant.

2. The Training Participant undertakes to:

- a. attend the Training, respecting punctuality and following the instructions of the Training Service Provider and the Trainer;
- b. in the case of Remote Training, connect to the Remote Training Platform at the specified time by following the provided logon instructions and respect the rules set forth on the Training Service Site;
- c. in the case of the E-learning Platform, log on to that platform respecting the rules set forth on the Training Service Site;
- d. in case the training course is not visible on the Participant's account during the purchased access period or there are technical issues with training courses, the Participant shall be obliged to notify the administrator of this fact by e-mail; notifications shall be accepted at: training@comarch.com
- e. secure one's login credentials from being shared to third parties;
- f. pay the Training Service Provider for a Classroom Training, Remote Training, Hybrid Training (including access to the Remote Training Platform), E-Learning Training (including access to the E-Learning Platform);
- g. in case of resigning from the Training within less than 5 (in words: five) working days prior to the Training, the Ordering Party as a legal entity shall pay a handling fee amounting to 50% of the Training price. If the resignation is not submitted or is submitted within less than 2 (in words: two) working days, the Ordering Party shall pay the entire cost of the Training. The Training Service Provider may relieve from this obligation if the Ordering Party excuses his/her absence. An excused absence is recognized as illness documented by a doctor's certificate or other unforeseeable random events. Assignment of other tasks (e.g., work assignment, business trip) or a Participant's leave during the training course shall not count as an excused absence;
- h. a Participant resigning from access to the E-Learning Platform shall submit a resignation in writing (to the e-mail address: training@comarch.com) to the Training Service Provider within 14 working days;
- i. In case of resigning from access to the training course on the e-learning platform after having used the purchased training course, the e-learning training fee shall not be refundable. The basis for verification is the record of logins to the system from the Participant's account. If no training courses are used, acceptance of the resignation shall be confirmed by an e-mail providing a proposal for final settlement or change of the e-learning training course.

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3. The Training Service Provider reserves the right to change the Training date within less than 5 (in words: five) working days prior to the Training in the event of serious problems of organizational and/or technical nature or other reasons independent of the Training Service Provider, which make it impossible to conduct the Training. Information about a canceled Training or changed Training date or place shall be sent to the Participant by e-mail to the address provided by the Participant in the application immediately after such a situation occurs. In the above cases, the Ordering Party may resign from the Training without the obligation to pay the amount corresponding to the total cost of the Training. The Ordering Party shall inform the Training Service Provider about his/her resignation due to the above-mentioned reasons no later than 1 (in words: one) day from the moment of receiving the information from the Training Service Provider about the changed date or place of the Training.
4. The Training Service Provider reserves the right to temporarily (strictly specified on the Training Service Site and/or individual mailing) shut down the E-Learning Platform for maintenance, administrative work related to the maintenance and improvement of the educational materials. The Training Service Provider shall take pains to ensure the frequency of temporary shutdowns as inconvenient as possible for the Participant.
5. The Training Service Provider shall not be liable for the non-delivery or improper delivery of the Training Course, if it was caused by the lack of access to the technical infrastructure described in § 3 on the part of the Ordering Party.
6. The Training Service Provider shall inform that the Ordering Party or the institution funding the training course from the EU funds may expect a recording of the session for monitoring purposes. The Participant thereby acknowledges that recording may take place during the training in which s/he participates. The image / voice recording shall only be used for the aforementioned purposes within the framework of electronic image or sound processing, without obligation to accept the end product, but not in forms that are offensive or generally considered unethical.

§7

Complaint procedures

1. Each Ordering Party shall have the right to submit complaints regarding the delivery of Training Courses within fourteen working days from the Training completion date.
2. Complaints shall be submitted in writing by registered letter sent to the Training Service Provider's address specified in § 1.2 hereof or by e-mail.
3. A complaint shall include:
 - a. name/first name and last name of the Ordering Party;
 - b. registered/residence address of the Ordering Party;
 - c. subject matter of the complaint (Service name, date and place etc.);
 - d. substantive and formal justification of the complaint;
 - e. expectations of the Ordering Party from the Training Service Provider.

4. A submitted complaint shall be considered no later than within fourteen working days counted from the moment of receiving the complaint by the Training Service Provider, and in cases requiring additional explanatory actions, the time of considering the complaint may be extended.
5. The Training Service Provider reserves the right to leave a complaint unconsidered if it is submitted after the deadline referred to in § 6.1 or if it results from a poor knowledge of the provisions hereof.

§8

Copyright

1. The training materials provided to Participants shall become their property upon their delivery, subject to § 7.2.
2. Transfer of the ownership right of the copy of the training materials shall not transfer the copyright of the training materials.
3. The content of training materials is protected by copyright (Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws of 2000 No. 80, item 904, as amended)), and their reproduction, distribution, modification, translation into foreign languages or any other distribution is prohibited.
4. Any materials created during the Training and made public by the Training Service Provider can be stored and printed only for private use and non-commercial purposes, while keeping the information about the source of the materials.
5. Training materials shall be used in a manner that respects the copyrights of third parties and include a reference to the source and author of the referenced content.
6. E-learning courses made available on the E-LEARNING Platform are protected by copyright. The Training Service Provider is entitled to exclusive copyrights.
7. Reproduction, distribution on the Internet (including transferring to third parties the granted access to the E-LEARNING Platform and access to the Remote Training Platform), copying, recording, duplication of fragments and the whole contents of the Training courses, translation of educational materials into foreign languages or any other form of using them beyond the educational purpose, is prohibited. The Training Service Provider has the right to charge the Ordering Party with a contractual penalty of 30 000 PLN (in words: thirty thousand PLN) for each violation of any of the elements of the above-mentioned prohibition.
8. The Training Service Provider reserves the right to block access to the E-Learning Platform in case the Participant uses it in a manner contrary to legal regulations and the rules hereof.
9. The Training Service Provider reserves the right to block the microphone of a Participant in case of deviant behavior of the Participant.

§9

Liability and the right of withdrawal

1. The Ordering Party who is a Consumer may withdraw from the Agreement within 14 days from the day of signing it. The Consumer is not entitled to withdraw from the Agreement with regard to Training courses already commenced, with the Consumer's consent given before the expiry of the 14-day period.
2. A declaration of withdrawal can be submitted in any form, especially in writing to the Training Service Provider's registered office address or at the e-mail address: training@comarch.com. Detailed information on exercising the right of withdrawal from the Agreement is provided in Exhibit 1, the Exhibit 2 hereto constitutes a template of a declaration of withdrawal.
3. If after concluding the Agreement and making the payment it turns out that the Participant cannot attend the Training and is not entitled to withdraw from the Agreement - s/he may use the funds already paid against a Training Course of the same value at another time agreed upon with the Training Service Provider. The Participant who can access the E-LEARNING Platform will be able to choose another E-Learning Course of the same value. These provisions shall not apply to Consumers.
4. In case of canceling the Training, the Training Service Provider shall propose another date of the Training to Participants. A Consumer is entitled to a refund of money previously paid for the Training.
5. The Training Service Provider shall not be liable for any mistakes, defects, inaccuracies or irregularities in the delivered training materials and for any damage resulting from the conducted Training Courses.
6. The Training Service Provider shall not be liable for:
 - a. any damage caused on the part of the Participant by the use or inability to use the Training Courses;
 - b. difficulties or inability to work with the educational material due to lack of transmission or incorrect transmission resulting from causes beyond the control of the Training Service Provider;
 - c. incorrectly prepared technical devices (computer, laptop, tablet, mobile phone, smartphone) in the case of Remote Training Courses and E-Learning Courses;
 - d. malfunction of the Participant's devices and the systems supporting them as well as their incorrect preparation and configuration;
 - e. sudden interruption of the Remote Training Course through the fault of the provider of the Remote Training Platform tool.
7. Liability of the Training Service Provider against the Ordering Party on any account, in particular in connection with non-delivery or improper delivery of a Training Course as well as legal regulations, shall be limited to the amount of remuneration for the Training Course to which the damage relates. The Training Service Provider's liability for the Ordering Party's damage in the form of lost gains and under the warranty is excluded.

8. In matters not governed by these Terms, the provisions of the Polish law shall apply. Any disputes arising or which may arise in connection with the organization of training courses according to these Terms shall be submitted to the jurisdiction of the Polish courts.

§10

Final provisions

1. The Terms shall enter into force as of the date of their publication on the Training Service Provider's website and shall remain in force indefinitely.
2. The Training Service Provider reserves the right to make changes to these Terms. Any changes shall become effective from the date of their publication on the Training Service Provider's website. Agreements signed prior to changes made hereto shall be executed on the basis of the provisions in force on the date of signing the Agreement. These Terms are effective from 1.07.2021.

EXHIBIT 1

INFORMATION ON EXERCISING THE RIGHT OF WITHDRAWAL FROM THE AGREEMENT

The Ordering Party who is a Consumer shall have the right to withdraw from the Training Service Agreement within 14 days without giving any reason. The right to withdraw from the Agreement does not apply to Training Services already commenced, with the Consumer's consent given before the expiry of the 14-day period. A declaration of withdrawal can be submitted in any form, especially in writing to COMARCH S.A.'s registered office address or at the e-mail address: training@comarch.com.

The Ordering Party who is a Consumer may use the template of withdrawal from the Agreement, but it is not mandatory. To respect the withdrawal period, it is sufficient for you to send information about exercising your right of withdrawal before the expiry of the withdrawal period.

In the event of withdrawal from this Agreement, we shall refund all payments received to the Ordering Party who is a natural person (Consumer). Payments shall be refunded using the same payment methods used by the Ordering Party in the original transaction. The Ordering Party who is an adult natural person (Consumer) shall not bear any additional costs related to withdrawal.

EXHIBIT 2 WITHDRAWAL TEMPLATE

.....
(place, date)

WITHDRAWAL FORM

(this form must be completed and sent only if you wish to withdraw from the agreement)

Entrepreneur's details

COMARCH S.A.

with its registered office at Al. Jana Pawła II 39 A, 31 – 864 Kraków

NIP: 677-00-65-406

Consumer's details:

.....

Address:

Phone / e-mail

I hereby give notice of my withdrawal from the Training Services Agreement signed on

.....

.....
Consumer's signature