

TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES THROUGH THE WWW.RESILIA.PL/EN/ WEBSITE

1. SUBJECT OF THE REGULATIONS

- 1.1. The Regulations define the rights and obligations related to the use of the website www.resilia.pl/en/ and the rules for using the services provided through this website.
- 1.2. The Regulations, in the field of services provided electronically, constitute the regulations for the provision of electronic services, referred to in art. 8 sec. 1 item 1 of the Act of July 18, 2002 on the provision of electronic services (i.e. of February 6, 2020, Journal of Laws of 2020, item 344).

2. DEFINITIONS

2.1. All capitalized terms used in the Regulations have the following meaning:

1. Workday - every day from Monday to Friday, excluding public holidays;
2. Application Form - an Electronic Service, an interactive form available on the Website that allows you to order a Webinar and Training Service organized (or co-organized) by the Service Provider;
3. Customer - a natural person with full legal capacity, and in cases provided by generally applicable regulations also a natural person with limited legal capacity, a legal person or an organizational unit without legal personality, which the law grants legal capacity, which has concluded or intends to conclude an Agreement on the provision of Services with the Service Provider, or has concluded or intends to conclude an agreement for the provision of Electronic Services with the Service Provider;
4. Consumer - a Customer who is a natural person, using the Website and concluding an Agreement for the provision of services or an agreement for the provision of Electronic Services with the Service Provider for a purpose not directly related to his business or professional activity (in accordance with art. 221 of the Civil Code);
5. Civil Code - the Civil Code Act of April 23, 1964 (i.e. of May 16, 2019, Journal of Laws of 2019, item 1145);
6. Regulations - these regulations for the provision of services via the Website;
7. Website - the Service Provider's website available at the domain www.resilia.pl/en/;
8. Training - classes conducted by a qualified lecturer, in the form of a lecture or lecture combined

with practical exercises, completed with obtaining a certificate or attestation confirming participation; the subject, program, form, date and duration of classes are each time specified in the description of the classes; classes organized in the form of Training are payable, the cost of a given Training is each time indicated in the description of the classes; classes are held stationary or by means of distance communication (online, on an e-learning platform or other tool indicated by the Service Provider); in the event that the Training takes place via means of distance communication it is an Electronic Service;

9. Service - a service provided by the Service Provider consisting in the organization of Webinars and Trainings, which is the subject of the Agreement for the provision of services between the Customer and the Service Provider;
10. Service Provider - Resilia Spółka z o.o. (Resilia Ltd.) with headquarters in Warsaw, 43 Grzybowska Street, 00-885 Warsaw, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under the KRS (National Court Register) number 0000379789, NIP (TIN) 5222972858, REGON (National Business Registry Number) 142839818, with a share capital of 12,000 PLN, e-mail address: kontakt@resilia.pl, telephone number: +48 22 243 39 37.
11. Agreement for the provision of services - an agreement for the provision of Services being concluded or concluded between the Customer and the Service Provider via the Website, on the basis of which the Service Provider is obliged to enable the Customer to participate in a Webinar or Training selected by the Customer, and the Customer to pay the Service Provider consideration for the selected Service; detailed conditions for the performance of a given Service (in particular the date, subject, form, program, price of a given Webinar or Training) are specified in the description of a given Webinar or Training;
12. Electronic Service - a service provided electronically by the Service Provider to the Client;
13. Consumer Rights Act - the Act of 30 May 2014 on consumer rights (i.e. of 28 January 2020, Journal of Laws of 2020, item 287);
14. Webinar - classes conducted by a qualified lecturer in the form of a lecture; the subject, date and duration of the classes are specified each time in the description of the classes; classes take place on the e-learning platform selected by the Service Provider or using another tool indicated by the Service Provider; classes organized in the form of a Webinar may be free or

paid, which is each time indicated in the description of the classes; Webinars are held via means of distance communication (online) and constitute an Electronic Service;

15. Order - Customer's declaration of intent submitted via the Application Form or an e-mail sent to the address kontakt@resilia.pl and aimed directly at the conclusion of the Agreement for the provision of services with the Service Provider.

3. GENERAL PROVISIONS (including data identifying the entrepreneur, company address, e-mail address and telephone number)

3.1. The website available at the domain www.resilia.pl/en/ is run by Resilia Spółka z o.o. (Resilia Ltd.) with headquarters in Warsaw, 43 Grzybowska Street, 00-885 Warsaw, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under the KRS (National Court Register) number 0000379789, NIP (TIN) 5222972858, REGON (National Business Registry Number) 142839818, with a share capital of 12,000 PLN, e-mail address: kontakt@resilia.pl, telephone number: +48 22 243 39 37.

3.2. Acceptance of the Regulations is voluntary, however, without accepting the Regulations, it is not possible to use the Account and conclude an Agreement for the provision of services.

3.3. These Regulations are addressed to both Consumers and entrepreneurs using the Website, unless a given provision of the Regulations provides otherwise and is addressed only to Consumers or Clients who are entrepreneurs.

4. SERVICES AND SERVICES PROVIDED BY ELECTRONIC MEANS

4.1. The Service Provider provides the following Electronic Services via Website to the Customers:

1. enabling the Customer to order a Service via Website (in terms of organizing Webinars and Trainings) through the Application Form;
2. enabling the Client to participate in a Webinar selected by the Client;
3. enabling the Client to participate in the Training selected by the Client (in the event that the training takes place via means of distance communication).

4.2. The Service Provider undertakes to provide Electronic Services referred to in point 4.1. of the Regulations, on the terms and to the extent specified in the Regulations.

[Application Form]

- 4.3. The Customer uses the Application Form to order the Service on the Website. The use of the Application Form begins with clicking the "Sign up for training" or "Sign up" field located respectively under the description of a given Webinar or Training.
- 4.4. The Electronic Service - Application Form is provided free of charge and is voluntary, one-off and ends when the Order is placed through it or when the Customer ceases to place the Order through it earlier.

[Webinar]

- 4.5. In order to take part in the Webinar, the Customer uses the Application Form available after clicking on the "Sign up for training" field, placed next to the description of a given Webinar.
- 4.6. Placing an Order for participation in the Webinar takes place after the Customer has completed the following steps: (1) the Customer completes the Application Form, in particular by providing the data necessary to perform the Service (indicated in the Application Form), (2) confirms the submission of the Order by clicking the "Send Application" field.
- 4.7. The conclusion of the Agreement for the provision of services regarding participation in the free Webinar takes place upon sending by the Service Provider an e-mail confirmation of accepting the Order for execution. The conclusion of the Agreement for the provision of services regarding participation in a paid Webinar takes place upon sending by the Service Provider an e-mail confirmation of accepting the Order for execution, provided that the Customer pays the entire fee for participation in the Webinar, within the time specified in these Regulations.
- 4.8. Participation in the Webinar may be paid or free of charge, which is each time indicated in the description of a given Webinar.
- 4.9. In the case of paid Webinars, participation in the Webinar is possible only after the Customer pays the fee for participation in the Webinar in full, within the time limit specified in these Regulations.
- 4.10. After concluding the Agreement for the provision of services regarding participation in the Webinar and making the payment by the Customer for participation in the Webinar, each time specified in the description of the Webinar (in the case of paid Webinars), the Customer will receive a link to the e-learning platform or another tool indicated by the Service Provider, on which the Webinar will be conducted as well as the data necessary to log in, to the e-mail address indicated in the Application Form.

- 4.11. Webinars offered by the Service Provider may be co-organized with other entities.
- 4.12. The Customer undertakes to use the Webinar and any training materials presented or made available in connection with the Webinar, in accordance with applicable law, the provisions of the Regulations and the principles of social coexistence.
- 4.13. It is forbidden to perpetuate, record, reproduce or distribute the Webinar or any training materials presented or shared in connection with the Webinar in any form. All training materials presented or made available in connection with participation in the Webinar are the intellectual property of their authors and are protected by copyright.

[Training]

- 4.14. In order to take part in the Training, the Customer may use the Application Form available after clicking on the "Sign Up" field next to the description of the Training, or submit an application by e-mail by sending an application to the address kontakt@resilia.pl.
- 4.15. Placing an Order for participation in the Training via the Application Form takes place after the Customer has completed the following steps: (1) the Customer completes the Application Form, in particular by providing the data necessary to perform the Service (indicated in the Application Form), (2) confirms placing the Order by clicking the "Sign up".
- 4.16. The conclusion of the Agreement for the provision of services regarding participation in the Training takes place when the Service Provider sends an e-mail confirmation of accepting the Order for execution, provided that the Customer pays the entire fee for participation in the Training, within the time specified in these Regulations, unless a different payment date has been individually agreed with the Service Provider.
- 4.17. Participation in the Training is possible only after the Customer pays the entire fee for participation in the Training, within the period specified in these Regulations, unless a different payment date has been individually agreed with the Service Provider.
- 4.18. In the case of the Training organized by means of distance communication (online), after the conclusion of the Agreement for the provision of services regarding participation in the Training and making the payment for participation in the Training by the Customer, each time specified in the Training description, the Customer will receive a link to the e-learning platform or other tool indicated by the Service Provider, on which the Training will be conducted and the data necessary to

log in, to the e-mail address indicated in Application Form. Trainings are conducted in accordance with the program specified in the description of a given Training. The scope of services related to a given Training is each time specified in the description of a given Training, located on the Website's subpage dedicated to a given Training.

- 4.19. After completing the training, the Customer receives an appropriate certification or a certificate of completion of the Training, depending on the scope of services related to a given Training, each time specified in the description of a given Training. Obtaining the certificate may depend on passing the exam.
- 4.20. The training offered by the Service Provider may be proprietary training or training co-organized with Professional Evaluation and Certificat (336-6683 Jean Talon St E Montreal QC H1S 0A5 Canada) or other partners. The type of training and whether the completion of a given training is associated with the possibility of obtaining a certificate is each time specified in the description of a given training.
- 4.21. The Customer undertakes to use the Training and any training materials presented or made available in connection with the Training, in accordance with applicable law, the provisions of the Regulations and the principles of social coexistence.
- 4.22. It is forbidden to perpetuate, record, reproduce or distribute the Training or any training materials presented or made available in connection with the Training in any form. All training materials presented or made available in connection with participation in the Training are the intellectual property of their authors and are protected by copyright.

[Time, place and program]

- 4.23. Webinars and Trainings are organized at the time and place specified in the description of a given Webinar or Training, available on the Website or determined individually, if so follows from the description of a given Webinar or Training.
- 4.24. Webinars and Trainings are conducted in accordance with the program specified in the description of a given Webinar or Training. The scope of services related to a given Webinar or Training is each time specified in the description of a given Webinar or Training, located on the Website's subpage devoted to a given Webinar or Training. In the case of Webinars or Trainings organized at the individual request of the Customer, the program and scope of services is each time individually determined by the Service Provider and the Customer.

- 4.25. The Service Provider reserves that the conditions for the performance of the Service, in particular the time, place or program of the Webinar or Training may change or that the Webinar or Training may be canceled, if it is necessary for reasons beyond the control of the Service Provider, in particular due to bad weather conditions, natural disasters, floods, fires, riots, war, terrorist attacks, strikes, lack of public services, epidemics, lack of means of transport, government orders and regulations, business bans, introduction of a state of emergency, sudden illness of the teacher and the inability to provide replacement, in particular in a situation where, for justified reasons, the Service Provider will not be able to provide the Customer with security during the Training. The Service Provider will immediately inform the Customer about the change or cancellation of the Webinar or training by e-mail (to the e-mail address indicated in the Application Form) or by phone.
- 4.26. In the event of a change in the terms of the performance of the Service in the circumstances referred to in point 4.25. above, the Customer is obliged to immediately inform the Service Provider whether he accepts the change and expresses the will to participate in the Webinar or Training under the changed conditions, or whether he withdraws from the Agreement for the provision of services. In the event of withdrawal from the Agreement for the provision of services, the Service Provider will reimburse the Customer for all fees paid by him immediately, but not later than within 14 days of the Customer providing information on the withdrawal from the Agreement for the provision of services, to the bank account number from which the payment for the Service was made (unless the Customer indicates a different bank account number to make a return transfer).
- 4.27. Webinars and Training are organized for a predetermined number of participants. The Service Provider reserves that in the event that within:
1. 14 days before the planned date of the Training commencement, the required number of participants will not be reported, the Service Provider may cancel the Training. The Service Provider will immediately inform the Customer about the cancellation of the Training, not later than 14 days before the planned date of the Training commencement, by e-mail (to the e-mail address provided in the Application Form) or by phone.
 2. 3 days before the planned start date of the Webinar, the required number of participants will not be reported, the Service Provider may cancel the Webinar. The Service Provider will immediately inform the Customer about the cancellation of the Webinar, not later than 3 days before the planned date of the start of the Webinar, by e-mail (to the e-mail address indicated in the Application Form) or by phone.

4.28. In the event that the Service Provider cancels the Webinar or Training in the circumstances referred to in point 4.26. or in point 4.27. above, the Customer, at his choice, has the right to:

4.28.1 take part in another Webinar or Training organized by the Service Provider;

4.28.2 demand immediate reimbursement of any fees paid to the Service Provider.

4.29. In the event that the Service Provider cancels the Webinar or Training in the circumstances referred to in point 4.26. or in point 4.28. above and the Customer's failure to take part in another Webinar or Training organized by the Service Provider, the Service Provider will reimburse the Customer for all fees paid by him immediately, but not later than within 14 days from the date of providing information by the Customer about the refund request, to the bank account number from which the payment for the Service was made (unless the Customer indicates a different bank account number for the return transfer).

[Complaints procedure]

4.30. Complaints related to the provision of Electronic Services by the Service Provider and other complaints related to the Services available on the Website, the Customer may submit in particular:

4.30.1 in writing to the following address: Resilia Spółka z o.o. (Resilia Ltd.), 43 Grzybowska Street, 00-885 Warsaw;

4.30.2 in an electronic form via e-mail to the following address: kontakt@resilia.pl

4.31. In order to speed up and facilitate the handling of complaints, please indicate the following in the description of the complaint: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of the irregularity, (2) the Customer's request and (3) the contact information of the Customer submitting the complaint. The requirements set out in the preceding sentence are only a recommendation and do not affect the effectiveness of complaints submitted without the recommended description of the complaint.

4.32. The Service Provider examines the complaint and informs about the result of its consideration immediately, no later than within 14 (fourteen) calendar days from the date of its submission. In the event that the data or information provided in the complaint would need to be supplemented, the Service Provider will ask the Customer to supplement the complaint before considering the complaint, while the Service Provider is obliged to respond to the Consumer to the complaint within a maximum of 30 days from its receipt. The Service Provider shall provide the Consumer with a response to the complaint on paper or other durable medium.

[Technical requirements]

- 4.33. The minimum technical requirements, the fulfillment of which is necessary for cooperation with the ICT system used by the Service Provider, including the use of the Website and the conclusion of the Agreement for the provision of services, is to have a computer or other device connected to the Internet, equipped with a web browser: Mozilla Firefox, Opera, Google Chrome, Safari or Microsoft Edge in the current version 2 years back or newer, access to e-mail, as well as enabling the option of saving cookies and Javascript in the web browser. The service provider recommends setting a minimum screen resolution of 1024x768.
- 4.34. In order to participate in a Webinar or Training organized by means of distance communication (online), the Customer should adapt the devices he uses to the technical requirements specified in detail each time on the website of a given Webinar or Training. In particular, the User should have an appropriate end device, access to the Internet, and a properly updated search engine.
- 4.35. The Service Provider is not responsible for any difficulties in accessing the Webinar or Training resulting from the User's failure to adapt to the technical requirements necessary for the correct access to the Webinar or Training, in particular incorrect configuration of the Customer's software or device, faults of the User's devices, lack of access or quality of connection to the Internet.

[Prohibition of providing illegal content]

- 4.36. The Customer is obliged to use the Website and the Services and Electronic Services offered, in a manner consistent with the provisions of applicable law, the provisions of the Regulations, as well as the customs and principles of social coexistence and good manners adopted in a given scope, bearing in mind respect for personal rights, copyrights and intellectual property of the Service Provider and third parties. The customer is obliged to enter data in accordance with the facts. The Customer is prohibited from providing illegal content.

5. CONDITIONS AND PROCEDURE FOR CONCLUDING A CONTRACT FOR THE PROVISION OF SERVICES

- 5.1. After placing the Order by the Customer, the Service Provider will immediately confirm its receipt. Confirmation of receipt of the Order is made by sending the Customer an appropriate e-mail to the

Customer's e-mail address provided when placing the Order.

- 5.2. The conclusion of the Agreement for the provision of Services between the Customer and the Service Provider takes place by submitting an Order by the Customer using the Application Form on the Website or by sending an e-mail to the address kontakt@resilia.pl and sending an e-mail confirmation of the Order for execution (to the e-mail address provided by the Customer in the Application Form or to the address from which the Order was sent by e-mail).
- 5.3. The Customer is obliged to make the payment for the Service specified in the Application Form within 14 days from the receipt of the VAT invoice or subscription to the Training/Webinar, no later than 3 days before the beginning of the Service (i.e. the planned date of the Webinar or Training commencement). Another payment date may be agreed individually with the Service Provider and requires the Service Provider's express prior approval.
- 5.4. If the payment is not made within the time limit specified above (or within the time agreed individually with the Service Provider), the Order is canceled and the Service Agreement is considered null and void.
- 5.5. Participation in the Webinar or Training is possible only after the Customer has made the full payment for the Service within the period specified above, unless otherwise agreed individually with the Service Provider.
- 5.6. The price of the Services shown on the Website is given in Polish zlotys and includes taxes. When placing the Order, the Customer is informed by the Service Provider about the total price of the Service being the subject of the Order, including taxes, and other possible costs, and if the amount of these fees cannot be determined - about the obligation to pay them.
- 5.7. Consolidation, security and making the content of the concluded Agreement for the provision of services available to the Customer takes place by: (1) providing these Regulations on the Website and (2) sending e-mail the Customer, referred to in item 5.3. of the Regulations. The content of the Agreement for the provision of services is additionally recorded and secured in the Website's IT system.

6. METHODS AND TERMS OF PAYMENT FOR SERVICES

- 6.1. The prices of the Services indicated on the Website are specified in Polish zlotys (PLN) and include all applicable taxes.
- 6.2. The prices of the Services include the services each time specified in the description of a given

Webinar or Training, such as the cost of a Webinar or Training, a set of training materials, a certificate, the cost of meals (coffee breaks, lunch). The prices of the Services do not include the costs of accommodation and travel for Customers.

6.3. The Customer may choose the form of payment from among the payment methods indicated in the Application Form.

6.4. The Service Provider provides the Customer with the following payment methods under the Agreement for the provision of services:

6.4.1. payment by bank transfer to the Service Provider's bank account at mBank number 49 1140 2004 0000 3602 7534 9789;

6.4.2. electronic payments via the Blue Media S.A. (Blue Media Inc.) system Settlements of transactions with electronic payments are carried out in accordance with the Customer's choice via the Blue Media S.A. (Blue Media Inc.) website. The service of electronic payments is provided by: Blue Media S.A. (Blue Media Inc.) with headquarters in Sopot, ul. Powstańców Warszawy 6, registered in the District Court Gdańsk-Północ in Gdańsk, VIII Commercial Division of the National Court Register under number 0000320590, with a share capital of PLN 2,000,000 (fully paid up), NIP (TIN): 585-13-51-185; entered into the register of payment service providers under the number IP17 / 2013.

6.5. Payment via the online payment service Blue Media S.A. (Blue Media Inc.) allows you to make payments by credit card or fast internet transfer. By choosing this payment option, the Customer will be automatically redirected to the Blue Media S.A. (Blue Media Inc.) system. When making a payment via online transfer, after selecting your bank, log in using the online banking access data and confirm the payment. It is possible to make payments using a credit card in the VISA and MASTER CARD systems. In order to make a payment with a credit card, you must provide the required information about the card and the cardholder and authorize the transaction with the CVV or CVC code. Blue Media S.A. (Blue Media Inc.) service is based on SSL encryption, guaranteeing a high level of security for transactions.

6.6. If the Customer selects payment by bank transfer or electronic payment, the Customer is obliged to make the payment within 14 days from the receipt of the VAT invoice or subscription to the Training/Webinar, no later than 3 days before the start of the Service (i.e. the planned date of the Webinar or Training commencement). Another payment date may be agreed individually with the Service Provider and requires the Service Provider's express prior approval. If the payment is not

made within the time limit specified above (or within the time agreed individually with the Service Provider), the Order is canceled and the Service Agreement is considered null and void.

6.7. The Service Provider shall refund the payment using the same method of payment as used by the Customer (to the same bank account from which the payment was made), unless the Customer has expressly agreed to a different method of return that does not involve any costs for him.

6.8. By accepting these Regulations, the Customer agrees to the issuing and sending electronic invoices by the Service Provider, as well as corrective invoices and duplicates in electronic form, to the e-mail address provided by the Customer when placing the Order.

7. EXTRA-JUDICIAL METHODS OF SETTLING COMPLAINTS AND PURSUING CLAIMS AND RULES OF ACCESS TO THESE PROCEDURES

7.1. Detailed information on the possibility for the Customer who is a Consumer to use extra-judicial means of dealing with complaints and redress as well as the rules of access to these procedures are available on the website of the Office of Competition and Consumer Protection at:

https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumentow.php.

7.2. There is also a contact point at the President of the Office of Competition and Consumer Protection (phone: 22 55 60 333, e-mail: kontakt.adr@uokik.gov.pl or a written address: Pl. Powstańców Warszawy 1, 00-030 Warsaw.). Its task is, inter alia, to provide assistance to consumers in matters relating to out-of-court resolution of consumer disputes.

7.3. The Consumer has the following exemplary possibilities of using extra-judicial complaint and redress methods: (1) application for dispute resolution to a permanent consumer arbitration court (more information at: <http://www.spsk.wiih.org.pl/>); (2) a request for an extra-judicial settlement of the dispute to the voivodeship inspector of the Trade Inspection (more information on the website of the inspector competent for the place of business by the Service Provider); and (3) assistance of a poviast (Polish county) consumer ombudsman or a social organization whose statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers). Advice is provided, inter alia, by e-mail at tips@dlakonsumentow.pl and at the consumer helpline number 801 440 220 (the helpline is open on Working Days, from 8:00 to 18:00, connection fee according to the operator's tariff).

7.4. Pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council of May 21, 2013 on the online dispute resolution system for consumer disputes, the consumer may file a

complaint via the ODR platform at <http://ec.europa.eu/consumers/odr>. The ODR platform is a platform for an online dispute resolution system between consumers and entrepreneurs at the EU level, which is an interactive and multilingual website with a one-stop shop for consumers and entrepreneurs seeking extra-judicial settlement of a dispute regarding contractual obligations arising from an online sales contract or service contract.

8. RIGHT TO WITHDRAW FROM THE AGREEMENT. METHOD AND DATE OF EXERCISING THE RIGHT TO WITHDRAW FROM THE AGREEMENT

- 8.1. A consumer who has concluded a distance contract may, within 14 calendar days, withdraw from it without giving any reason and without incurring costs other than those provided for by law. To meet the deadline, it is enough to send a statement of withdrawal from the contract before its expiry. The declaration of withdrawal from the contract may be submitted in particular:
 - 8.1.1. in writing to the following address: Resilia Spółka z o.o. (Resilia Ltd.), 43 Grzybowska Street, 00-885 Warsaw;
 - 8.1.2. in electronic form via e-mail to the following address: kontakt@resilia.pl
- 8.2. The declaration may be submitted using the model withdrawal form included as Appendix 2 to the Consumer Rights Act, as well as on the template form constituting Appendix 1 to these Regulations. The Consumer may use the form template, but it is not obligatory.
- 8.3. The period for withdrawal from the contract starts from the date of conclusion of the contract.
- 8.4. In the event of withdrawal from a distance contract, the contract is considered null and void, and the Service Provider is obliged to immediately, not later than within 14 calendar days from the date of receipt of the Consumer's statement on withdrawal from the contract, return all payments made by the Consumer. The Service Provider reimburses the payment using the same method of payment as used by the Consumer, unless the Consumer has expressly agreed to a different method of return, which does not involve any costs for him. In the case of making a payment using a payment card, the refund will be made to the bank account assigned to the payment card with which the payment was made.
- 8.5. In the case of a Service, the performance of which - at the express request of the Consumer - began before the deadline to withdraw from the contract, the Consumer, who exercises the right to withdraw from the contract after submitting such a request, is obliged to pay for the Services provided until the withdrawal from the contract. The amount of the payment is calculated in

proportion to the scope of the Service provided, taking into account the price or remuneration agreed in the contract. If the price or remuneration is excessive, the basis for calculating this amount is the market value of the Service provided.

- 8.6. The right to withdraw from a distance contract is not granted to the Consumer in relation to contracts for the provision of services, if the Service Provider has fully performed the service with the express consent of the Consumer, who - before the commencement of the service - was informed that after the Service Provider has performed the service, loses the right to withdraw from the contract.

9. PROVISIONS CONCERNING ENTREPRENEURS

- 9.1. This section of the Regulations and the provisions contained therein apply only to Customers who are not Consumers.
- 9.2. The Service Provider has the right to withdraw from the Agreement for the provision of services with a Customer who is not a Consumer within 14 calendar days from the date of its conclusion. Withdrawal from the Agreement for the provision of services in this case may take place without giving a reason and does not give rise to any claims on the part of the Customer who is not a Consumer against the Service Provider.
- 9.3. In the case of Customers who are not Consumers, the Service Provider has the right to limit the available payment methods, including requiring a prepayment in whole or in part, regardless of the method of payment chosen by the Customer and the fact of concluding the Service Agreement.
- 9.4. In the case of Customers who are not Consumers, the Service Provider may terminate the contract for the provision of Electronic Services with immediate effect and without indicating the reasons by sending the Customer an appropriate statement.
- 9.5. The Service Provider's liability towards the Customer who is not a Consumer, regardless of its legal basis, is limited - both as part of a single claim, as well as for all claims in total - to the amount of the price paid under the Agreement for the provision of services, but not more than the amount of 200 Polish Zlotys (PLN). The Service Provider is liable to the Customer who is not a Consumer only for typical damages predictable at the time of concluding the contract and is not liable for lost benefits to the Customer who is not a Consumer.
- 9.6. Any disputes arising between the Service Provider and the Customer who is not a Consumer shall be submitted to the court having jurisdiction over the seat of the Service Provider.

10. PERSONAL DATA

- 10.1. The administrator of Customers' personal data processed for the purposes of using the Services and Electronic Services via the Website, and for the purposes of contact, archiving and complaint purposes is Resilia Spółka z o.o (Resilia Ltd.). with headquarters in Warsaw, 43 Grzybowska Street, 00-885 Warsaw, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under the KRS (National Court Register) number 0000379789, NIP (TIN) 5222972858, REGON (National Business Registry Number) 142839818, with a share capital of 12,000 PLN, e-mail address: kontakt@resilia.pl, telephone number: +48 22 243 39 37. (hereinafter referred to as: Administrator).
- 10.2. The Administrator ensures the implementation of the requirements resulting from the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46 /EC (General Data Protection Regulation) (hereinafter: "GDPR").
- 10.3. Contact with the Administrator is possible:
by letter to the following address: Resilia Spółka z o.o. (Resilia Ltd.), 43 Grzybowska Street, 00-885 Warsaw, or by e-mail to the following e-mail address: kontakt@resilia.pl or by phone at: +48 22 243 39 37.
- 10.4. Customer's personal data will be processed for the purpose of:
- 10.4.1. conclusion of the Agreement for the provision of services between the Customer and the Administrator, consisting in participation in a Webinar or Training and performance of this Agreement for the provision of services - pursuant to art. 6 sec. 1 lit. b) GDPR, i.e. processing is necessary to conclude and perform a contract (the subject of which is the provision of services provided by the Administrator) to which the Customer is a party or to take action at the request of the Customer before concluding the contract;
 - 10.4.2. making tax settlements and keeping accounting records - pursuant to art. 6 sec. 1 lit. c) GDPR, i.e. data processing is necessary to fulfill the legal obligations incumbent on the Administrator resulting from the provisions of tax law and accounting regulations;
 - 10.4.3. establishing or pursuing claims or defending against claims between one and the

Administrator - pursuant to art. 6 sec. 1 lit. f) GDPR, i.e. based on the legitimate interest pursued by the Administrator, which is the possibility of establishing and pursuing claims and defending against claims.

- 10.5. Providing personal data is voluntary, whereby providing the data indicated as necessary is necessary to conclude and perform the contract with the Administrator (failure to provide this data results in the inability to conclude and perform the contract with the Administrator).
- 10.6. With regard to the personal data of customers, no decisions will be made in an automated manner, including as a result of profiling.
- 10.7. Customers' personal data will be processed for the period necessary to achieve the purposes for which the data are processed (see 10.4.) or until an objection is raised (if the basis for processing is the legitimate interest of the Administrator) - depending on which of the events occurs first. Later, the Administrator will store them until any claims are time-barred and for a period of two (2) months after the end of such applicable limitation period.
- 10.8. Customers' personal data will be disclosed to the following entities: employees and associates of the Administrator, co-organizers of Webinars or Trainings, IT service providers, hosting providers, entities providing advisory and legal services.
- 10.9. Personal data of Customers participating in the Training co-organized by Professional Evaluation and Certification Board – PECB GROUP INC., PECB GROUPE INC., 6683 Jean Talon E. Suite 336, Montreal QC H1S 0A5, Canada, Corporation Number 6425569, Business No. 820111276RC0001 (hereinafter: PECB) will be made available to PECB in order to perform the Agreement for the provision of services consisting in participation in the Training co-organized by PECB - pursuant to art. 6 sec. 1 lit. b) GDPR, i.e. processing is necessary to conclude and perform a contract (the subject of which is the provision of services provided by the Administrator) to which the Customer is a party or to take action at the request of the Customer before concluding the contract. After providing the Customer's personal data, PECB will also be an independent administrator of personal data. The administrator is not a representative of PECB in the European Union, within the meaning of art. 27 GDPR. More information on the processing of personal data by PECB can be found here: <https://pecb.com/en/data-protection-policy>
- 10.10. Customers' personal data may be made available to entities and bodies authorized to process such data on the basis of legal provisions.
- 10.11. The administrator may transfer personal data of customers to countries outside the European

Economic Area (EEA). In particular, the transfer of personal data of customers outside the EEA (to Canada) will take place in connection with the provision of data of customers participating in training co-organized by PECB, in accordance with item 10.9. above. In a situation where the Administrator transfers personal data to such countries, the Administrator does it on the basis of Standard Contractual Clauses.

10.12. The customer is entitled to:

- 10.12.1. the right to access his/hers personal data;
- 10.12.2. the right to demand their rectification;
- 10.12.3. the right to request their removal;
- 10.12.4. the right to request the restriction of their processing;
- 10.12.5. the right to transfer personal data, i.e. to receive personal data from the Administrator in a structured, commonly used, machine-readable format. The Customer may also request the Administrator to send his personal data, which he provided, to another administrator;
- 10.12.6. to the extent that the basis for the processing of personal data is the premise of the legitimate interest of the Administrator, one has the right to object to the processing of his/her personal data.

10.13. In order to exercise the above rights, please contact the Administrator using the above-mentioned contact details (contact details indicated above in point 10.3.).

10.14. Moreover, the Customer has the right to lodge a complaint with the supervisory body dealing with the protection of personal data (the President of the Office for Personal Data Protection) if the Customer believes that the processing of data violates the GDPR. Information on how to file such a complaint can be found at: <https://uodo.gov.pl/pl/83/155>.

10.15. The administrator uses cookies and manages them on the terms described in the Privacy Policy.

10.16. All other issues related to the protection of personal data are included in the Privacy Policy.

11. COPYRIGHT

11.1. All materials, graphic elements, arrangement and composition of these elements (layout), trademarks, software, source code, databases and other information available within the website www.resilia.pl/en/ are subject to legal protection under the provisions of the Act of 4 February 1994 on Copyright and Related Rights, the Act of 30 June 2000 – Industrial Property

Law, the Act of 16 April 1993 on Combating Unfair Competition, and other generally applicable legal provisions, including European Union law.

- 11.2. Downloading or using any materials available within the website www.resilia.pl/en/ in any scope requires the Controller's consent.
- 11.3. Downloading materials must not violate the Privacy Policy, generally applicable legal provisions or the interests of the Controller.
- 11.4. All graphic elements, technical solutions and other elements of the website www.resilia.pl/en/, in particular HTML and XHTML code, CSS style sheets, JavaScript scripts and multimedia links, are protected by copyrights held by the Controller.
- 11.5. Subject to the provisions of section 5.4 above, all content published within the website www.resilia.pl/en/ is protected by copyright law and is the property of the Controller. The User bears full responsibility for any damage caused to the Controller resulting from the use of any content without the Controller's consent.
- 11.6. Any reproduction and use of content available on the website www.resilia.pl/en/, including texts, graphics, database source codes and other elements protected by copyright, for the purpose of text and data mining (TDM) is prohibited. This prohibition includes, in particular, activities carried out automatically or semi-automatically using bots, crawlers, scrapers, artificial intelligence or other machine-reading tools intended for the analysis or extraction of data.

12. FINAL PROVISIONS. CHANGES TO THE REGULATIONS

- 12.1. Agreements (Agreement for the provision of services and agreements for the provision of electronic services) are concluded in Polish.
- 12.2. The regulations in the current version are valid from March 15, 2021.
- 12.3. The Service Provider reserves the right to amend the Regulations in the event of at least one of the following important reasons (the catalog of reasons is closed):
 - 12.3.1. changes in legal provisions affecting mutual rights and obligations specified in the Agreement for the provision of services or in agreements for the provision of electronic services;
 - 12.3.2. the need to adapt the Service Provider's operations to orders, judgments, decisions or guidelines issued by a relevant authority;

- 12.3.3. changes in the manner of providing services by electronic means caused by technical or technological reasons;
 - 12.3.4. changing the scope or rules for the provision of electronic services by introducing new, changing or withdrawing existing functionalities or services offered to the Customer;
 - 12.3.5. changes of the data identifying the Service Provider in the Regulations;
 - 12.3.6. changes in payment and delivery methods - to the extent to which these changes affect the implementation of the provisions of these Regulations;
 - 12.3.7. changing the terms of use of the Website, which does not worsen the situation of customers compared to the existing conditions.
- 12.4. The Service Provider will inform the Customers about the amendment to the Regulations at least 30 days in advance by making the consolidated text of the Regulations available on the Website.
- 12.5. In the event of concluding continuous contracts on the basis of the Regulations (e.g. provision of Electronic Services - Account), the amended regulations bind the Customer if he/she has been properly notified about the changes (in accordance with the content of the applicable Regulations) and has not terminated the concluded contract within 30 calendar days from the date of notification.
- 12.6. The amendment to the Regulations does not affect the content and terms of the Agreements for the provision of services concluded by the Customer and the Service Provider before the amendment to the Regulations.
- 12.7. The Regulations are available to customers at any time, free of charge on the Website (www.resilia.pl/en/) and at the premises of the Service Provider - Resilia Spółka z o.o. (Resilia Ltd.), 43 Grzybowska Street, 00-885 Warsaw. Customers can view the Regulations at any time on the given website, download them as well as print out the Regulations.
- 12.8. In matters not covered by these Regulations, generally applicable provisions of Polish law shall apply. The choice of Polish law does not deprive the Consumer of the protection granted to him on the basis of provisions that cannot be excluded by agreement.

APPENDIX 1

Model withdrawal form

(this form should be filled and returned only if you wish to withdraw from the contract)

- Recipient

Resilia Spółka z o. o. (Resilia Ltd.)

43 Grzybowska Street

00-885 Warsaw

kontakt@resilia.pl

- I/We (*) hereby inform about my/our withdrawal from the contract for the provision of the following service: (...).

- The date of concluding the contract
- Name and surname of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only if the form is sent in paper version)
- Date

(*) Delete as appropriate