

## TERMS AND CONDITIONS

version 2

applies from May 25, 2018.

### §1. GENERAL PROVISIONS

1. The present regulations (henceforth: Terms and Conditions) specify the rules of Training Services provided by Brass Willow Sp. z o.o., organized through the Internet Portal available at <http://www.brasswillow.pl> or <http://www.brasswillow.com> websites.
2. Training Services are organized by Brass Willow Sp. z o.o., seated in Wrocław (postal code: 50-062), ul. Plac Solny 15, tax identification code: 897-180-88-26, enterprise registry number: 361515701, entered into the register of entrepreneurs kept by the District Court of Wrocław, 6<sup>th</sup> Commercial Department under the court registry number (KRS): 0000557976, e-mail: [kontakt@brasswillow.pl](mailto:kontakt@brasswillow.pl), phone number +48 881 222 935.

### § 2. DEFINITIONS

For the purposes of the Terms and Conditions, the following definitions shall be determined:

- a. Data – all data necessary to provide the Services provided by a person acting on behalf of the Customer regarding the Customer, a person operating in their name and participants of the Trainings processed in the field, for the purpose and on regulated rules in §9 of the Regulations.
- b. Form – a form on the Portal used for purchase of Training Services.
- c. Consumer – any natural person performing a legal act which is not directly related to his business or professional activity.
- d. Portal – a network of websites designed by the Service Provider forming an information platform regarding the Service Provider and the Services provided by him, available at <http://www.brasswillow.pl> or <http://www.brasswillow.com> or at any other address being a supplement or continuation of these Internet addresses.
- e. Terms and Conditions – the present Terms and Conditions
- f. GDPR - General Data Protection Regulation - 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 regulation on data protection) – Official Journal UE L 119, p. 1).
- g. Training Service/ Training – refers to all activities related to preparing and conducting the Training, including, inter alia, registration of Participants, correspondence, preparation of training materials, conveying course contents to the Participants and other elements specified in the description of the Training placed on the Portal and in the e-mail sent to a



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Training Participant.

- h. Closed Training – Training designed for a specific group of Participants, most often representing one entity, whose conditions are individually established by the Service Provider and a representative of an entity.
- i. Participant – a natural person taking or intending to participate in the Training, regardless of application form of their participation .
- j. Recipient of Services – a natural person, a legal person, or an organizational entity without legal personality, who uses the Portal and/or has purchased the Training Services.
- k. Service Provider/ Organizer - Brass Willow Sp. z o.o. seated in Wrocław (postal code: 50-062), ul. Plac Solny 15, entered into the register of entrepreneurs kept by the District Court of Wrocław, 6<sup>th</sup> Commercial Department under the court registry number (KRS): 0000557976, share capital: PLN 50.000,00, tax identification code: 897-180-88-26, enterprise registry number: 361515701, e-mail: [kontakt@brasswillow.pl](mailto:kontakt@brasswillow.pl), phone number +48 881 222 935.

### § 3. CONDITIONS OF PERFORMANCE OF SERVICES

1. The condition for concluding a Training Services provision is to read and accept these Terms and Conditions. The Service Recipient submits a statement that he / she has read the Terms and Conditions and accepted the provisions contained therein by marking the visible field during registration on the Portal or in another way. The statement referred to above also submits each Participant in the appropriate form during the registration process.
2. The procurement of the Training Services i.e. conclusion of a contract for the provision of Training Services, between the Service Provider and the Customer is carried out as follows:
  - a. by filling out the Form available on the Portal
  - b. by e-mail sent to the address available on the Portal (in case of Closed Trainings)
  - c. by telephone using the number available on The Portal (in case of Closed Trainings)
3. The submission of an order for participation in the Training through the Portal takes place by using the registration form placed on the Portal. Applications made by the Recipients of Services are accepted no later than one day before the start of the Training.
4. For the purpose of purchasing the Training Service through the Portal, the Recipient of Services should choose the Training that he or she is willing to participate in, and then complete and send the registration form available on the Portal in the tab TRAINING, indicating all necessary Data.
5. The Service Provider confirms the acceptance of the Order via e-mail. The Service Provider may refuse, without giving any reason, to accept the Order, limit the payment method or require prepayment, in case where the Order raises reasonable doubts about the veracity and accuracy of



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the data set or method of payment.

6. In case of registration of several Participants in the Training by the Recipient of Services using the application form, the Organizer shall contact the Recipient of Services via telephone or e-mail in order to arrange individual conditions of the agreement for the provision of the Training Services.
7. The information on the Portal does not constitute a trade offer within the meaning of the Civil Code.
8. By placing an order through the mechanisms available on the Portal, the Recipient of Services places an offer to purchase the Training Services under conditions specified in their description. The contract is concluded upon confirmation of the Order by The Recipient of Services and all submitted Participants in response to information about the receipt of the Order generated by the Service Provider.

#### § 4. PAYMENTS

1. The prices listed on the Portal are net prices, i.e. they do not include VAT. in the amount of 23%.
2. After sending the application form, payments shall be made by the Participant using one of the following payment methods: at the moment of placing the order via PayU system or after receiving an e-mail with a pro forma invoice issued by the Service Provider based on the Data and the confirmation of payment via Paypal system or by traditional bank transfer to the bank account identified on the pro forma invoice within 14 days of its receipt, on the day of Training at the latest.
3. Payments made via PayU system using credit cards shall be made using Mastercard or VISA.
4. For the rendered services, the Service Provider shall issue a VAT invoice, an advance invoice or a final invoice in accordance with applicable provisions within the field of accounting.

#### § 5. TECHNICAL REQUIREMENTS FOR USING THE PORTAL

1. A technical prerequisite for using the Portal is the fulfillment of the following requirements:
  - a. having access to the Internet connection and a web browser supporting cookies, as well as the access to an e-mail account.
  - b. properly configured Microsoft Internet Explorer web browser (JavaScript enabled) in the version no older than 6, or Mozilla Firefox in the version no older than 2, or Google Chrome in the version no older than 1, or any other web browser in which the registration form will run.
2. The Service Provider does not assure the technical requirements specified in Article 5(1). The Recipient of Services shall assume all the costs associated with ensuring the technical requirements referred to in the preceding sentence (in particular, Internet access costs).



## § 6. COMPLAINTS

1. Complaints concerning the offered services should be immediately directed to the e-mail address: kontakt@brasswillow.pl or sent by registered letter to the Organizer's address - BrassWillow Sp. z o.o., ul. Plac Solny 15, 50-062 Wrocław, however, no later than within 14 days from the date on which circumstances being the cause of complaint occurred.
2. Complaints should mandatorily contain the following data:
  - a. designation of the Recipient of Services – indication of his or her Data and the Data of a person authorized to represent the Recipient of Services regarding the complaint
  - b. a description of a problem giving rise to the complaint.
  - c. the Recipient of Services' demands
3. The Service Provider considers the complaint immediately, at the latest within 14 days from the day of its receipt. The Recipient of Services shall be notified about the subsequent proceedings in the message sent to the e-mail address provided in the application.
4. If the Service Provider does not respond to the Recipient of Services' demands within 14 days, it will mean the complaint has been accepted.

## § 7. RESIGNATION FROM PARTICIPATION IN TRAINING

1. Resignation from participation in Training should be reported to the Service Provider via e-mail (kontakt@brasswillow.pl), by telephone or by registered letter to the address: BrassWillow Sp. z o.o., ul. Plac Solny 15, 50-062 Wrocław.
2. In the event of resignation from the Training up to 14 days prior to the Training, the Service Provider returns the paid amount in full or credits it towards another Training, according to the Recipient of Services' will.
3. In the event of resignation from the Training by the Recipient of Services, less than 14 days prior to the Training, the payment is not refundable. However, the payment may be credited towards another Training, according to the Recipient of Services' will, if the Services Provider agrees.
4. In the case of the Participant's partial or full absence in the Training, without prior notification of resignation from the Training, the fee shall not be refundable or credited towards another Training.
5. The refund of the paid amount referred to in Article 2 and 3 takes place within 14 working days after receipt of information about resignation.
6. The Service Provider shall refund the payment using the same payment method used by the Recipient of Services, unless the Service Provider has expressly agreed on another refund method, which does not entail any additional costs.



7. The Recipient of Services is allowed to change the Participant of the Training without any financial consequences.

## § 8. WITHDRAWAL FROM THE AGREEMENT

1. As stated in the Consumer Rights Act of May 30<sup>th</sup> 2014 (Journal of Laws 2017, item 683) , the Consumer has the right to withdraw from the agreement concluded with the Services Provider without providing any reason and bearing any costs, within 14 days since its conclusion. To comply with the withdrawal deadline, it is sufficient to send the withdrawal statement before the deadline's expiry.
2. The right to withdraw from the Agreement shall not be entitled to the Consumer in the event of providing Training Services started, with the consent of the Consumer granted before the expiry of the 14-day deadline for its withdrawal.
3. The Consumer shall not have the right to withdraw from the Agreement in the case of provision of the Training Services that have already begun, with the consent of the Consumer given before the 14-day period of its withdrawal.
4. The withdrawal statement may be made using any method, however, it must be ensured that the Service Provider can get acquainted with its contents. In particular, the statement may be made in writing to the address: BrassWillow Sp. z o.o., ul. Plac Solny 15, 50-062 Wrocław, or sent by electronic means to the e-mail address: kontakt@brasswillow.pl
5. The Service Provider shall refund all the charged payments to the Consumer immediately, at the latest within 14 calendar days from the day of receipt of the withdrawal statement.
6. Payments shall be returned in accordance with § 7., Article 6 of the present Terms and Conditions.

## § 9. PERSONAL DATA PROTECTION

1. The administrator of personal data is the Service Provider.
2. Participants, Recipients of Services and persons acting on behalf of the Customer may contact the Service Provider in matters of protection of their personal data and the implementation of their rights to the above-mentioned contact details of the Service Provider.
3. The personal data of Participants, Recipients of Services and persons acting on behalf of the Customer are processed in order to conclude and perform the Contract for the provision of Training Services based on the Customer's request (legal basis - Article 6 paragraph 1 letter b of the GDPR) made by a person authorized to act on behalf of the Customer . Confirmation of participation in the Training by a person acting on behalf of the Customer is a condition for the conclusion of the Agreement.



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4. The Service Provider processes the following categories of data:
  - a. for Participants: name and surname, e-mail address,
  - b. for Customers and persons acting on behalf of the Recipients of Services - the name of the company containing personal data, address, NIP number, e-mail address, telephone number and name, surname, telephone number and e-mail address of the contact person acting on behalf of the Customer
5. The Service Provider ensures that personal data is processed in accordance with the rules specified in GDPR and other applicable regulations rights.
6. Personal data of Participants, the Recipients of Services and persons acting on behalf of The Recipients of Services can be made available to the following categories of recipients: service providers: consultancy, accounting, legal, administrative, payment, IT services, including "the cloud" services, as well as entities cooperating in the implementation of training services and marketing and the provider of the training method.
7. The Service Provider transfers personal data outside the European Economic Area to the following entities:
  - a. Advanced Development Methods Inc. - based on the protection of personal data processing - in the interest of the Participant to obtain a document - Professional Scrum Certificate - Participant data,
  - b. Google LLC based on appropriate legal safeguards, which are standard clauses of personal data protection, approved by the European Commission - data of Participants, Recipients of Services and persons acting on behalf of the Customer,
8. The Participant, the Recipient of Services and the person acting on behalf of the Service Receiver are entitled to:
  - a. the right to access their data and receive a copy thereof,
  - b. the right to rectify (correct) your data,
  - c. the right to delete data if there is no basis for processing in the assessment of a given person,
  - d. the right to demand limitation of processing, if the person decides that it is legitimate to restrict the processing of his or her personal data only to perform agreed activities with them, if in his opinion the Service Provider has incorrect personal data of the person or processes them unjustifiably, or does not want the Service Provider to delete them because they need it to establish, assert or defend claims, or for the time of an objection made by a given person to the processing of personal data,
  - e. the right to object to the processing of personal data,
  - f. the right to transfer data - a given person has the right to receive from the Service Provider in a structured, commonly used machine-readable format, personal data relating to him that



- he provided under the contract. A person may have them sent directly to another entity,
- g. the right to file a complaint to the supervisory body - a given person has the right to lodge a complaint to the President of the Office for Personal Data Protection if he or she considers that his or her personal data are processed unlawfully.
9. Personal data is stored by the Service Provider for the time necessary to achieve the purpose of the Contract and:
    - a. in the case of Participants - indefinitely for the purpose of demonstrating the completion of training by a given person and demonstrating the award of certificates,
    - b. in the case of Clients and persons acting on behalf of the Recipients of Services - for 5 years from the performance of the last Training Service.
  10. All personal data collected by the Service Provider are protected with the use of all reasonable measures, both technical and organizational, as well as safety procedures, in order to prevent unauthorized access or use.

## § 10. FINAL PROVISIONS

1. Terms and Conditions shall enter into force on the day of its publication on the Portal and pertain to the agreements made since that day.
2. For the agreements made prior to the change of Terms and Conditions, the version of Terms and Conditions operating on the date of placing the Order by the Recipient of Services is used.
3. The Service Provider notifies and reserves the right to change the time of organized Trainings due to unforeseen circumstances, for which Service Provider is not responsible (e.g. sickness of a Teacher, traffic accidents, malfunctions, fortuitous events, technical and organizational problems which are independent of the Service Provider).
4. In case of unforeseen circumstances independent of the Service Provider, the Training will not take place at a scheduled time – a change of time of the Training does not constitute a change in the contract for the provision of the Training Services. Participants shall be notified about the change of time of the Training and a new date via e-mail. This provision does not apply to the Consumers. The Consumer is entitled to reimbursement of the Training costs.
5. All the materials presented and made available to the Recipients of Services are protected by copyrights and constitute the intellectual property of their authors. It means that they are under legal protection. These materials may not be disseminated, made available or reproduced without the Service Provider's written consent.
6. The Participants of the Training are obliged to comply with the ban on recording the courses by means of any audio-visual devices without the instructor's consent.



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7. The Organizer shall not be liable for any damage caused by the Participants as a result of improper use of skills and knowledge acquired during the Training.
8. The Organizer shall not be liable for any damage suffered by The Participants (either personal or material) relating to their participation in the Training and/or their stay at a hotel during the Training and/ or their transportation to the Training.
9. The Recipients of Services are obliged to use the Portal in a manner consistent with the applicable law, social and moral norms and the provisions of the present Terms and Conditions. As a part of using the Portal, it is prohibited to provide any content that is unlawful, offensive or violates personal rights.
10. The Service Provider shall do his utmost to ensure that the services provided as part of the Portal are at the highest level. However, the Service Provider does not exclude the possibility of temporary suspension of the availability of the Portal, in case of the necessity to perform preservation, overhaul, replacement of equipment or by a need of modernization or development of the Portal.
11. By accepting the present Terms and Conditions, the Recipient of Services agrees for collection and dissemination of his or her presence and activity data on the Portal. The data are collected automatically and may be used for the analysis of activity of the Recipients of Services.
12. For statistical purposes and in order to ensure the highest quality of services, the Portal uses the information stored by the server on the terminal equipment of the Recipient of Services, which are read by the server on each connection with the web browser (cookies). The Recipient of Services may change the browser settings at any time, so that it would not accept such files or would notify a user when they are sent. Please note, however, that by not accepting cookies, using the Portal may be hindered. Storing cookies on the Recipient of Services' device constitutes agreement and consent for storing these files on that device.
13. Any disputes arising between the Recipient of Services who is being a Consumer, shall be referred for determination to the competent courts of law in accordance with the provisions of the Code of Civil Procedure.
14. The Recipient of Services being the Consumer has the opportunity for the out-of-court resolution of conflicts regarding the complaints and vindication of claims in the Arbitrary Consumer Court at the State County Trade Inspectorate of Wrocław. The information on how to access the abovementioned mode and procedures regarding the settlement of disputes may be found at the following address: [www.uokik.gov.pl](http://www.uokik.gov.pl), in the „Rozstrzyganie sporów konsumenckich” („The Settlement of Consumer Disputes”) tab.
15. Any disputes arising between the Service Provider and the Recipient of Services who is not being a Consumer shall be referred for determination to the court having territorial jurisdiction over the



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Service Provider's registered office.

16. Matters not dealt with by the present Terms and Conditions are governed by the regulations of Polish law.

17. This version of the Terms and Conditions (No. 2) is valid from May 25, 2018 and applies to Contracts concluded from that date.

18. Matters not dealt with by the present Terms and Conditions are governed by the regulations of Polish law.

19. The present Terms and Conditions have been prepared in two language versions: Polish and English. In the event of a discrepancy, the Polish language version shall prevail.



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