

Specific Terms

Cooperation in Free Training

§ 1 General provisions

1. These Specific Terms of cooperation in free training (hereinafter: the Specific Terms of Free Training) form Appendix 10 to the General Terms for the Provision of Services (hereinafter: the General Terms), the full text of which is available at: <https://www.lerg.pl/rodo>. The terms used in these Specific Terms of Free Training and not defined in the glossary of definitions specified in § 2 (1) of these Specific Terms of Free Training should first be understood as defined in the General Terms and appendices thereto, and if an appropriate definition is not provided, first of all referred to the meaning adopted in the provisions of applicable law, and then to customary meaning.
2. These Specific Terms of Free Training specify the conditions for: Procurement of Participation in Training at the Training Organizer, by entities other than Consumers, Organization and Procurement of Participation in Training at the Training Organizer, by entities other than Consumers, as well as the conditions for conducting free Training, including:
 - a) basic concepts adopted for the purposes of these Specific Terms of Free Training,
 - b) address and contact details of the Training Organizer,
 - c) nature of the information on training contained on the website available at: <https://polfill.com.pl/>,
 - d) basic information about Procurement of Participation in Free Training by a Customer at the Training Organizer or Organization and Procurement of Participation in Training by a Customer at the Training Organizer, including:
 - methods of concluding the Free Training Agreement,
 - methods of submitting an offer by the Customer,
 - methods of confirming the acceptance of the offer by the Training Organizer,
 - e) rules for resignation from Free Training:
 - right to resign from Free Training by the Customer,
 - right to cancel Training by the Training Organizer,
 - f) rules for changing the terms of Free Training by the Training Organizer,
 - g) basic information on conducting Free Training,
 - h) information regarding the processing of personal data in connection with Training.
 - i) conditions for obtaining information from the Training Organizer regarding Training, including via e-mail or other equivalent form of individual contact, voice calls using a telephone or other equivalent contact tools, public forums, discussion groups,
 - j) other provisions: regarding the liability of the Training Organizer, reservation of intellectual property rights, confidentiality, jurisdiction of Common Courts, applicable law.
3. The General Terms specify:
 - a) basic information regarding the provision of Services on the Website <https://polfill.com.pl>,
 - basic concepts,
 - start and end times of the provision of access to the Website <https://polfill.com.pl>,
 - general conditions for the provision of access to the Website <https://polfill.com.pl>,
 - technical requirements for the Website <https://polfill.com.pl>,
 - liability of the Service Provider.
 - b) rules for the Service Provider's changing the terms and manner of providing Services, including the Training Service,

- c) rules of changing the terms and manner of providing access to the Website <https://polfill.com.pl> by the Service Provider,
 - d) procedure for submitting and processing complaints,
 - e) general rights and obligations of every User of the Website <https://polfill.com.pl>,
 - f) information regarding the processing of personal data on the Website.
4. To the extent not regulated or not regulated otherwise in these Specific Terms of Free Training, the provisions of the General Terms and appendices thereto apply as appropriate, including the General Privacy Policy and General Cookies Policy, regardless of whether these Specific Terms provide for an explicit reference. The above documents are available at: <https://www.lerg.pl/rodo>.
 5. The conditions for concluding and performing Training Agreements provided for in these Specific Terms of Free Training apply to all transactions regarding Free Training, including those conducted via the Website <https://polfill.com.pl>, unless the express contractual provisions of another document (in writing under pain of nullity) provide for the exclusion of the application of a part of or certain provisions of these Specific Terms of Free Training to that transaction. For transactions not concluded via the Website: <https://polfill.com.pl>, the provisions of these Specific Terms of Free Training apply accordingly.
 7. Before contacting the Training Organizer regarding Free Training or before the start of transactions aimed at the conclusion of the Training Agreement or before starting to use the Service or Website, the User is required to read the General Terms and appendices thereto, including General Privacy Policy, General Cookies Policy, General Information Clause, these Specific Terms of Free Training and appendices hereto, including the Training Information Clause. These documents are available at: <https://www.lerg.pl/rodo>. The provisions of § 1 (2) of the General Terms apply.

§ 2 Definitions

1. Definitions:
 - a) **Training Organizer** means: the Service Provider, the details of which are given in Appendix 4 to the General Terms.
 - b) **Service Provider** means: the Training Organizer,
 - c) **Customer** means: any entity other than a consumer, taking action before the conclusion of the agreement, due to the interest in the invitation to submit offers for participation in the Training, including the Procurement of Participation in the Training from the Training Organizer or in the order for the Training Organization and the Procurement of Participation in such Training from the Training Organizer, or sending an offer in this regard to the Training Organizer or concluding a Training Agreement in this regard with the Training Organizer,
 - d) **Order** means a unilateral declaration of intent of the Customer, in the form of an offer, made using the Order Form and aimed at concluding an agreement for the Training Organizer to conduct or organize Training,
 - e) **Specific Terms of Free Training** mean these Specific Terms of cooperation in Training,
 - f) **Order Form** means an interactive form available on the Website or a form available on the Website to be downloaded and saved, or available at the premises of the Training Organizer, in any case enabling the submission of an Order containing Mandatory Fields and Optional Fields.
 - g) **Free Training** means a single training or more than one training exercise, the detailed terms of organization and acquisition of participation in which may be determined after the Customer places an Order, by the Training Organizer simply accepting the offer, save that the training may take place in the form of a meeting with a duration of one day, several days or several hours, marked as “training”, “workshop”, “presentation”, “meeting”, “conference”, “congress”, “forum” or “seminar”, etc.,
 - h) **Participant** means a natural person taking part in the Training,
 - i) **Free Training Agreement** means an agreement concluded between the Customer and the Training Organizer, including via the Website, regarding:
 - participation in the Training organized and conducted by the Training Organizer, i.e. purchase of participation in the Training,

- participation in the Training organized at the exclusive request of the Customer and carried out by the Training Organizer (including also acting on the basis of an agreement with cooperating entities), i.e. organization of training and purchase of participation in the Training, and, according to the features of the Training, being a Service Agreement.
- j) **Organization and Procurement of Participation in Free Training** means all activities undertaken to perform the order for a training dedicated to the Customer, in accordance with its order, including the development of a concept of Free Training, development of the content of the Training, logistics organization of Free Training, providing trainers, providing materials, save that the detailed scope of services under the training will be specified in the concluded agreement,
- k) **Procurement of Participation in Free Training** means the acquisition of the right to participate in Free Training, which will be organized and conducted by the Training Organizer under the conditions initially proposed by the Training Organizer in the invitation to submit offers, save that such conditions may apply to the place of training, content of training, organization of training and trainers,
- l) **Website** means a website operated by the Training Organizer and available online at: <https://polfill.com.pl>.

§ 3 Contact details and method of contact

1. The Customer or Participant may contact the Training Organizer via the contact details specified below:
 - a. Organizer's address: Pustków – Osiedle 59D, 39-206 Pustków 3,
 - b. Organizer's e-mail address: lerg@lerg.pl,
 - c. Organizer's phone number: +48 14 680 62 11,
 - d. Organizer's fax number: +48 14 680 63 00.
2. The Customer or Participant may contact the Training Organizer by phone, from Monday to Friday, from 7.00 to 15.00 hrs.
3. The Customer or Participant may also report to the premises of the Training Organizer in person from Monday to Friday, from 7.00 to 15.00 hrs., except on public holidays or other days indicated by the Training Organizer as non-working days at: <https://polfill.com.pl>.

§ 4 Technical, formal and legal requirements

1. The technical requirements for the Website, as well as the rights and obligations of the User are set out in the General Terms of Services.
2. An active e-mail account is required to place orders via the Website.
3. To review information regarding Training or invitations to submit offers published on the Website available at: <https://polfill.com.pl>, and to place orders with the Training Organizer with the offer to conclude a Free Training Agreement does not require the Customer to register. However, to place orders, the Customer will be required to provide the necessary personal data in the Order Form, to enable the delivery of the Order.
4. The Training Organizer does not provide training services to Consumers.
5. The Customer who is a natural person must have full legal capacity.

§ 5 Terms of use of the Website:

1. Specific terms of use of the Website, including the conditions for concluding the contract for the Provision of Electronic Services in connection with browsing the website content, using cookies or other similar technologies on the Website, processing personal data in connection with use of the Website are given in the General Terms and appendices thereto, i.e. General Privacy Policy, Cookies Policy.

§ 6 Rules for submission of Orders

1. The performance of the Free Training Agreement requires the following conditions to be met:
 - a) reading and accepting the General Terms and appendices thereto, including General Privacy Policy, Cookies Policy, General Information Clause, as well as these Specific Terms of Free Training and appendices hereto, including Training Information Clause,
 - b) reading the information regarding the processing of personal data, including the information clause, including by training participants,
 - c) the Customer's completing the Order Form available (to complete or download) on the Website at: <https://polfill.com.pl> or at the premises of the Training Organizer, which at the same time is the offer of the Customer to conclude the agreement and submit mandatory statements or optional statements, and then sending the Order Form to the Training Organizer via the Website or via e-mail or via post, or delivering the Order Form in person to the premises of the Training Organizer,
 - d) completing the above Order Form with all required Customer details and submission of mandatory statements by the Customer,
 - e) after the Training Organizer accepts the Customer's offer, indicating, at the request of the Training Organizer, all required additional Customer details as necessary for the performance of the Free Training Agreement, or also confirming the Free Training Agreement in writing using the template sent by the Training Organizer,
 - f) after the Training Organizer sends the statement referred to in point g) below, sending the personal data of the Training Participants within the time limit set by the Training Organizer (if other persons are the Participant), unless the Training Agreement stipulates that the personal data of the Training Participants will not be sent to the Training Organizer,
 - g) the Customer must receive from the Training Organizer a final confirmation of the organization of the Training sent 5 days before the planned date of the training,
 - h) concluding a data processing entrustment contract with the Training Organizer, insofar as such contract is required by law due to the content of the Training Agreement.
2. The following details must be given in the Order Form, i.e.
 - a. Designation of the Customer, i.e. First Name, Last Name, Company Name - Mandatory Field,
 - b. Designation of the person placing the order on behalf of the Customer, unless it is the Customer itself - Optional Field,
 - c. e-mail address, phone number, including that of the person placing the order on behalf of the Customer - Mandatory Field,
 - d. e-mail address, phone number of the person placing the order on behalf of the Customer - Optional Field,
 - e. Customer details, including Numbers: VAT, REGON (statistical number), KRS (commercial register number), PESEL (personal identification number) - Mandatory Field
 - f. registered office address, business address - Mandatory Field,
 - g. correspondence address - Optional Field,
 - h. proposed place for conducting Free Training - Mandatory Field,
 - i. proposed date of conducting Free Training - Mandatory Field,
 - j. the number of participants in Free Training - Mandatory Field,
 - k. additional comments, including if the Training is to be conducted on terms other than those provided for in these Specific Terms of Free Training, including no need to issue participation certificates, no need to register participants - Optional Field,
 - l. subject matter of training - Optional Field,
 - m. confirmation of reading the content of the General Terms and appendices thereto, including General Information Clause, Specific Terms of Free Training and appendices hereto, i.e. Training Information Clause - Mandatory Field,
 - n. other consents - Optional Fields.

If no separate field is identified in the Order Form, then the mandatory or optional details should be entered in the field: message content.
3. The Customer is required to provide current and true data in the Order Form.
4. In order to place an Order (offer), the following actions must be performed in the order indicated below:
 - a. read the General Terms and appendices thereto, including the Specific Terms of Free Training, the information regarding the processing of personal data, i.e. General Information Clause, Training Information Clause,

- b. use the Order Form and complete at least all Mandatory Fields, save that the Order Form may be completed on the Website or in paper form,
 - c. choose the Training to be covered by the Order or indicate other training if the Customer is interested in conducting a Training not included in the invitation to submit offers,
 - d. confirm that you have read the General Terms and appendices thereto, including General Information Clause, these Specific Terms of Free Training and appendices hereto, Training Information Clause, by checking the checkbox for the acknowledgement "I have read and accept the General Terms and appendices thereto, including General Information Clause, Specific Terms of Free Training and Training Information Clause attached thereto,"
 - e. confirm your intent to place the order by:
 - clicking the "send" button (Website Form),
 - or by signing the Order Form and sending a photocopy to the e-mail address of the Training Organizer,
 - or by signing the Order Form and sending it to the correspondence address of the Training Organizer,
 - or by signing the Order Form and delivering it in person to the premises of the Training Organizer.
5. After submitting the Order, the Training Organizer immediately confirms its receipt, which does not constitute acceptance of the submitted offer or commencement of the performance of the Order. The receipt of the Order is confirmed by the Training Organizer by sending to the Customer an appropriate e-mail to the Customer's e-mail address provided during the submission of the Order, which contains at least the statement of the Training Organizer on the receipt of the Order.

§ 7 Conclusion and performance of the Agreement

1. The Training Agreement between the Customer and the Training Organizer is concluded once the Training Organizer has accepted the offer submitted by the Customer, after the Customer has placed the Order using the Order Form. The Customer and the Training Organizer may accept a different time of concluding the Training Agreement.
2. The acceptance of the offer is confirmed by the Training Organizer by sending to the Customer at least an appropriate e-mail to the Customer's e-mail address provided, which contains at least the statement of the Training Organizer on the acceptance of the offer for performance and confirmation of the conclusion of the Free Training Agreement. Upon receipt of the above e-mail by the Customer, the Training Agreement is deemed to be concluded between the Customer and the Training Organizer.
3. Unless otherwise agreed by the Customer and the Training Organizer, after the Training Organizer sends the final confirmation of the organization of the Training, the Customer must provide, within the time limit set by the Training Organizer, the necessary personal data of the training participants, i.e. first and last name, e-mail address, via e-mail to the following address: lerg@lerg.pl or using the interactive form made available to the Customer.
4. Unless otherwise specified in the Free Training Agreement, the Training Organizer has the right to:
 - a) change the place / date / time / trainers of the Free Training, no later than 5 days before the start of the Training, save that the information may be sent by the Training Organizer via e-mail,
 - b) cancel the Free Training, if the minimum required number of Participants is not reported or the actual number is reduced, save that the cancellation statement may be sent by the Training Organizer via e-mail,
 - c) cancel the Free Training for other organizational reasons.
5. Unless otherwise specified in the Agreement, the Customer has the right to resign from training 14 days before the date of its delivery. The relevant statement may be sent via e-mail. If the Customer fails to meet the above time limit, and the Training Organizer will suffer damage as a result, the Customer will be obliged to remedy the same under generally applicable laws.

6. All fees, including: travel / return (all travel costs), accommodation, meals, parking, insurance, postal costs, necessary for the delivery of the Training, etc. are to be borne by the Customer, unless expressly indicated otherwise in the Training offer, as approved by the Training Organizer by way of an explicit and not only implied statement. In particular, where, on the basis of the arrangements made, the Training Organizer makes a reservation/booking of accommodation for the Customer or a training participant, the Customer will be charged with any resulting costs. The Training Organizer is not obliged to pay for the reservation/booking.

§ 8 Complaints

1. The provisions of the General Terms apply to the complaint procedure.

§ 9 Personal data

1. The Controller the personal data of Customers and their representatives is the Training Organizer, including where these persons have consented to the processing of personal data for marketing purposes. As regards Personal Data of Training Participants, the Training Organizer may act either as a Personal Data Controller or as a Processor, depending on, among others, the terms of the Free Training Agreement, the type of certificate issued, etc. The Training Organizer is always the Controller of Personal Data of Training Participants who have given the Training Organizer their consent to the processing of personal data for marketing purposes. The Processor is also the Controller of personal data of persons using the Website, save that the detailed information in this respect is contained in the General Terms and appendices thereto, i.e. General Privacy Policy, General Cookies Policy, General Information Clause. These documents are available at: <https://www.lerg.pl/rodo>.
2. In any case, where the Training Organizer is the Controller of personal data, it complies with the information obligations specified in Article 13 or 14 of the GDPR Regulation in relation to data subjects.
3. Information on the processing of personal data by the Training Organizer as the Controller can be found in Appendix 1 (information clause regarding personal data obtained from data subjects together with the optional consent to data processing for marketing purposes) or Appendix 2 to the Terms (information clause regarding personal data obtained from persons other than data subjects together with the optional consent to data processing for marketing purposes).
4. Where, in connection with the performance of the Free Training Agreement, personal data processing may be entrusted, and the Training Organizer is to act as a processor on behalf of the Controller, which is the Customer, a processing entrustment agreement will be concluded. The agreement template is attached as Appendix 3 to these Specific Terms and, in accordance with Article 384 of the Civil Code, it does not require confirmation in writing.

§ 10 Copyright and confidentiality

1. All Training materials are subject to intellectual property rights and any rights therein vest in the Training Organizer, or the Training Organizer is authorized to dispose of these rights.
2. In the absence of separate terms governing the principles of use of the Training content by the Customer, it should be assumed that the Training Organizer has granted the Customer a free, non-exclusive global license for an indefinite time in the following fields of use:
 - a) recording and reproduction of the work by printing technique, reprographic technique, magnetic recording, digital recording,
 - b) non-public playback,
 - c) non-public display.
3. The Training Organizer may terminate the license at any time without giving a reason with a seven-day notice period. It is also agreed that the termination of the Training Agreement will be tantamount to the termination of the License Agreement; to this extent, the period of notice of the license agreement is the same as the period of notice of the Free Training Agreement and it is not necessary for the Training Organizer to submit a separate statement of termination of the license agreement. The Training Organizer has the right to terminate the license agreement

without notice if the Customer violates the terms of license, without first calling on the Customer to stop the violations. The Parties also agree that the termination of the Training Agreement without notice will be tantamount to the termination of the license agreement without notice; in such case it is not necessary for the Training Organizer to submit a separate statement of termination of the license agreement without notice.

4. The Training Organizer does not permit the Customer to use the work for any purpose other than to familiarize itself with the offer of the Training Organizer and to select services from the Training Organizer or to order the services of the Training Organizer or to perform the Free Training Agreement.
5. The Training Organizer does not permit the Customer to use the work in other fields of use, in particular: dissemination, marketing, providing access to the work, public performance, exhibition, public display, public playback, broadcasting and rebroadcasting, providing public access to the work in such a way that everyone can have access to it at a place and time of their choice.
6. The Customer undertakes that both themselves and their employees, including on the basis of a mandate contract, a contract for specific work or other civil law contracts, will not disclose information on the Training Organizer's business, information that could be considered confidential, or information related to the subject matter of the Free Training Agreement, as well as to the manner of its performance, during the period of the Free Training Agreement or after its termination or expiry, without the prior consent of the Training Organizer, expressed in writing. The transfer of the data listed in para. 1 to persons and entities working with the Customer to the extent necessary to perform the Free Training Agreement will not be deemed a violation of the confidentiality obligation. The Parties agree that making public any information that is required to be published pursuant to applicable law, court order or administrative decision will not be deemed an unauthorized disclosure. The Customer undertakes not to disclose the documentation to third parties without the consent of the Training Organizer. The Customer will oblige all entities or persons involved in the performance of this Agreement to observe the confidentiality obligation required by the Training Organizer.

§ 11 Miscellaneous

1. Agreements are made in the Polish language.
2. The provisions of the General Terms apply as appropriate to any amendments to the Specific Terms.
3. Any disputes, if any, will be first settled amicably, and if no consensus can be reached, they will be submitted to the jurisdiction of the Polish Courts.
4. The place of jurisdiction will be the court competent for the Training Organizer.
5. These Terms become effective as of 25 May 2018.

Appendix 1 - Information clause regarding Article 13 GDPR,

Appendix 2 - Information clause regarding Article 14 GDPR,

Appendix 3 - Processing entrustment agreement.