

## **Appendix No. 2 Detailed rules for the conclusion and performance of contracts with non-consumers**

### **§ 1 General provisions**

- (1) This appendix sets out the detailed conditions for the conclusion and execution of contracts by:
  - (a) INPROGRESS sp. z o.o. with registered office in Kraków, Katowicka 39, 31 -351 Kraków, Poland registered in the register of entrepreneurs maintained by the District Court for Kraków Śródmieście in Kraków, XI Commercial Department of the National Court Register under the KRS number 0000384161, TAX-ID: 677-235-70-01,  
Contact for Polish-speaking customers: e-mail: [szkolenia@inprogress.pl](mailto:szkolenia@inprogress.pl) ; phone: (48) 12 35795 79,  
contact for English-speaking customers: e-mail: [hello@inprogressplus.com](mailto:hello@inprogressplus.com) ; phone 00(44) 20 376 947 38  
- in the case of agreements concluded with non-consumers within the meaning of Article 22<sup>(1)</sup> of the Civil Code and including those applying through the Development Services Database (Polish Agency for Enterprise Development) for the services indicated therein,
  - (b) INPROGRESS Szkolenia Sp. z o.o. with registered office in Krakow, Katowicka 39, entered in the register of entrepreneurs maintained by the District Court for Krakow - Śródmieście in Kraków, XI Commercial Department of the National Court Register under the KRS number 0000427134, TAX-ID: 677-236-99-90, e-mail: [szkolenia@inprogress.pl](mailto:szkolenia@inprogress.pl), telephone: (48) 12 357 95 79, - in the case of entities that finance Training in at least 70% from public funds, referred to in Article 5(1) of the Public Finance Act and with entities that are not consumers within the meaning of Article 22<sup>(1)</sup> of the Civil Code applying through the Development Services Database (Polish Agency for Enterprise Development) for the services indicated therein,
- (2) Information on which entity indicated in paragraph 1 is a party to a given contract shall be provided to the Contracting Authority before the conclusion of the Training Services Agreement.
- (3) The provisions of these Terms and Conditions shall not apply to a natural person who enters into a contract directly related to their business activity, when the content of this contract shows that it is not professional for this person, resulting in particular from the subject of their business activity, made available based on the provisions on the Central Register and Information on Business Activity.

### **§ 2 Payment terms**

- (1) The fees provided for in the Training Services Agreement may be paid in the form of:
  - (a) transfer based on an invoice, pro forma invoice, to the account number indicated in these documents,

- (b) online payments - through the "Przelewy24" service based on a link generated and sent by INPROGRESS link or through a payment gateway,
  - (c) payment with a payment card,
  - (d) payments through the "in-app purchase" option.
- (2) Fees covered by agreements concluded with INPROGRESS, including the Training Services Agreement, are paid by the date specified in the invoice or pro-forma invoice, unless the Parties agree otherwise. Unless otherwise agreed, the Ordering Parties shall receive an invoice after the Training or Workshop with a payment deadline of not less than 7 days. In the event of a delay in payment of the fees referred to in the preceding sentences, INPROGRESS shall be entitled to withhold further performance.
- (3) The operator of the Przelewy24 service and payment cards is PayPro S.A. Settlement Agent, Pastelowa 8, 60- 198 Poznań, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court Poznań Nowe Miasto and Wilda in Poznań, VIII Economic Department of the National Court Register under the KRS number 0000347935, TAX-ID 7792369887, REGON 301345068.
- (4) Payments made via online payments (przelewy24) or payment cards (PayPro S.A. Settlement Agent) are transferred to the INPROGRESS account.
- (5) The payment terms and conditions for the "payment24" service and cards are available at <https://www.przelewy24.pl/regulamin> .
- (6) Entities providing the "in-app purchase" service, as well as the rules for the provision of these services, are indicated in the Terms and Conditions of the "Inprogress" application, attached as Appendix No. 7, also available at: <https://app.inprogress.pl/login/> oraz <https://app.inprogressplus.com/login/> .
- (7) The fee for the Open-Enrollment Training includes participation in the Training, training materials, and a certificate of completion. The Open-enrollment Desktop Training also includes refreshments during coffee breaks and lunch each day of the Training. Fees for the handbook, printed certificate of Foundation level after passing the Accredited Examination (except for APMG portfolio exams), and the Exam are also paid. Information about the fees for the Examination (without the Training) is provided at the User's request.
- (8) The fee for the online version, type "(regional)" of the PeopleCert Portfolio Exam indicated on the Site or Application or provided at the User's request covers taking the Exam in Poland. If the Training Participant takes the Exam in a region other than Poland, the Purchaser must pay the additional fee indicated in Table 4.

Table 4.

Name of Exam type “(regional)”	Additional fee if the Training Participant takes the Exam type “(regional)” in countries: Åland Islands, Andorra, Australia, Austria, Belgium, China, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Greenland, Guernsey, Holy See (Vatican City State), Hungary, Iceland, Ireland, Isle of Man, Italy, Japan, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Malaysia, Malta, Monaco, Netherlands, New Zealand, Norway, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain, Svalbard and Jan Mayen, Sweden, Switzerland, Thailand, Turkey, and the United Kingdom.	Additional fee if the Training Participant takes the Exam type “(regional)” in countries: American Samoa, Antarctica, Bahamas, Bahrain, Barbados, Bermuda, Bouvet Island, Brunei Darussalam, Canada, Cayman Islands, Cook Islands, Falkland Islands (Malvinas), French Polynesia, French Southern Territories, Guam, Heard Island and McDonald Islands, Hong Kong, Israel, Kuwait, Macau, Mayotte, Nauru, New Caledonia, Norfolk Island, Northern Mariana Islands, Oman, Palau, Panama, Puerto Rico, Qatar, Saudi Arabia, Singapore, South Georgia and South Sandwich, South Korea, Taiwan, United Arab Emirates, United States.
PRINCE2® 7th edition Foundation	PLN 340.00	PLN 570.00
PRINCE2® 7th edition Practitioner	PLN 340.00	PLN 590.00
ITIL® 4 Foundation	PLN 315.00	PLN 550.00
ITIL® 4 Specialist Create, Deliver & Support (CDS)	PLN 400.00	PLN 690.00
ITIL® 4 Specialist Drive Stakeholder Value (DSV)	PLN 400.00	PLN 690.00
ITIL® 4 Strategist Direct, Plan & Improve (DPI)	PLN 400.00	PLN 690.00
ITIL® 4 Specialist High Velocity IT (HVIT)	PLN 400.00	PLN 690.00
ITIL® 4 Leader: Digital IT Strategy (DITS).	PLN 400.00	PLN 690.00
ITIL® 4 Specialist: Collaborate, Assure and Improve (CAI)	PLN 380.00	PLN 670.00
ITIL® 4 Specialist: Monitor, Support and Fulfil (MSF)	PLN 380.00	PLN 670.00
ITIL® 4 Specialist: Plan, Implement and Control (PIC)	PLN 380.00	PLN 670.00
ITIL® 4 Specialist: Acquiring and Managing Cloud Services (AMCS)	PLN 380.00	PLN 670.00
ITIL® 4 Specialist: Sustainability in Digital and IT (SDIT)	PLN 380.00	PLN 670.00
PRINCE2 Agile® Foundation	PLN 335.00	PLN 570.00
PRINCE2 Agile® Practitioner.	PLN 335.00	PLN 590,00
MSP® 5th edition Foundation	PLN 335.00	PLN 570.00
MSP® 5th edition Practitioner	PLN 335.00	PLN 590,00
M_o_R® Foundation	PLN 315.00	PLN 500.00
M_o_R® Practitioner	PLN 315.00	PLN 520.00
MoP® Foundation	PLN 335.00	PLN 570.00
MoP® Practitioner	PLN 335.00	PLN 570.00
P3O® Foundation	PLN 335.00	PLN 570.00
P3O® Practitioner	PLN 335.00	PLN 570.00

Table 4 – continued.

Name of Exam type “(regional)”	Additional fee if the Training Participant takes the Exam type “(regional)” in countries: Åland Islands, Andorra, Australia, Austria, Belgium, China, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Greenland, Guernsey, Holy See (Vatican City State), Hungary, Iceland, Ireland, Isle of Man, Italy, Japan, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Malaysia, Malta, Monaco, Netherlands, New Zealand, Norway, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain, Svalbard and Jan Mayen, Sweden, Switzerland, Thailand, Turkey, and the United Kingdom.	Additional fee if the Training Participant takes the Exam type “(regional)” in countries: American Samoa, Antarctica, Bahamas, Bahrain, Barbados, Bermuda, Bouvet Island, Brunei Darussalam, Canada, Cayman Islands, Cook Islands, Falkland Islands (Malvinas), French Polynesia, French Southern Territories, Guam, Heard Island and McDonald Islands, Hong Kong, Israel, Kuwait, Macau, Mayotte, Nauru, New Caledonia, Norfolk Island, Northern Mariana Islands, Oman, Palau, Panama, Puerto Rico, Qatar, Saudi Arabia, Singapore, South Georgia and South Sandwich, South Korea, Taiwan, United Arab Emirates, United States.
COBIT® 2019 Foundation	PLN 170.00	PLN 270,00
DevOps Foundation	PLN 630.00	PLN 730.00

(9) If the Training Participant takes the Examination of the PeopleCert Portfolio in the online version, type “(global)” in the region indicated in Table 5, the Purchaser is obliged to pay an additional fee of up to the price of the Examination stated in the Service or Application. A list of extra fees is provided in Table 6.

Table 5.

List of countries covered by the additional fee for the English Exam type “(global)”
American Samoa
Antarctica
Bahamas
Bahrain
Barbados
Bermuda
Bouvet Island
Brunei Darussalam
Canada
Cayman Islands,
Cook Islands
Falkland Islands (Malvinas)
French Polynesia
French Southern Territories
Guam
Heard Island And Mcdonald Islands
Hong Kong
Israel
Kuwait

Table 5 – continued.

List of countries covered by the additional fee for the English Exam type “(global)”
Macao
Mayotte
Nauru
New Caledonia
Norfolk Island
Northern Mariana Islands
Oman
Palau
Panama
Puerto Rico
Qatar
Saudi Arabia
Singapore
South Georgia
The South Sandwich Islands
South Korea
Taiwan
United Arab Emirates
United States

Table 6.

Name of Exam type “(global)”	Surcharge in EURO	Surcharge in GBP	Surcharge in USD	Surcharge in PLN
DevOps Foundation	25.00	22.00	29.00	110.00
ITIL® 4 Foundation	55.00	47.00	64.00	235.00
ITIL® 4 Specialist: Collaborate, Assure and Improve (CAI)	70.00	60.00	82.00	300.00
ITIL® 4 Specialist: Monitor, Support and Fulfil (MSF)	70.00	60.00	82.00	300.00
ITIL® 4 Specialist: Plan, Implement and Control (PIC)	70.00	60.00	82.00	300.00
ITIL® 4 Specialist Create, Deliver & Support (CDS)	70.00	60.00	82.00	300.00
ITIL® 4 Strategist Direct, Plan & Improve (DPI)	70.00	60.00	82.00	300.00

Table 6 -continued.

Name of Exam type “(global)”	Surcharge in EURO	Surcharge in GBP	Surcharge in USD	Surcharge in PLN
ITIL® 4 Specialist Drive Stakeholder Value (DSV)	70.00	60.00	82.00	300.00
ITIL® 4 Specialist High Velocity IT (HVIT)	70.00	60.00	82.00	300.00
ITIL® 4 Leader Digital IT Strategy (DITS)	70.00	60.00	82.00	300.00
ITIL® 4 Specialist: Acquiring and Managing Cloud Services (AMCS)	70.00	60.00	82.00	300.00
ITIL® 4 Specialist: Sustainability in Digital and IT (SDIT)	70.00	60.00	82.00	300.00
M_o_R® Practitioner v4	70.00	60.00	82.00	300.00
P3O® Foundation	55.00	47.00	64.00	235.00
P3O® Practitioner	60.00	51.00	70.00	260.00
PRINCE2® 7th Foundation	55.00	47.00	64.00	235.00
PRINCE2® 7th Practitioner	60.00	51.00	70.00	260.00
PRINCE2® Agile Foundation v3	55.00	47.00	64.00	235.00
PRINCE2® Agile Practitioner v3	60.00	51.00	70.00	260.00

- (10) The fee for the Open-enrollment Workshop includes participation in that Workshop, training materials if assigned to the Workshop, and a Certificate of Completion of Skills Expansion Training in electronic form.
- (11) The materials and certificates of completion of the Training indicated in paragraph 7 are provided electronically in the case of online Training or on paper in the case of classroom Training.
- (12) The materials and Certificates of Completion of Skills Expansion Training indicated in paragraph 10 are provided only electronically.
- (13) INPROGRESS does not cover the travel, parking, or accommodation costs of Training Participants.

### **§ 3 Cancellation and cancellation of training service**

- (1) If the Purchaser cancels the Open-Enrollment Training or Open-Enrollment Workshop less than 7 days before the start of the service, the fees paid shall not be refunded, and if the fees have not been paid the Purchaser shall be obliged to pay them following the Training Services Agreement, unless the Parties mutually agree on a different settlement method. Cancellation of an Open-Enrollment Training or Open-Enrollment Workshop shall be made in writing or a document reserved under pain of nullity.
- (2) In case of cancellation of the Training or Workshop by INPROGRESS, the Purchaser shall have the right to choose another date or place from among those proposed by INPROGRESS, or to refund the fee paid for the cancelled Training or Workshop - without any further claims on the part of the Purchaser. The Purchaser or the Training Participant shall be informed about the cancellation of the Training or Workshop by e-mail, or telephone conversation confirmed in writing.
- (3) Failure of the Training Participant to participate in the Training or Workshop implemented by INPROGRESS does not relieve the Purchaser from the obligation to pay the fees following the Training Services Agreement, nor does it constitute grounds for their reimbursement.
- (4) Refund of the fees paid for the Training or Workshop referred to in paragraphs 2 and 3 shall be made only in the form in which the payment for the Training or Workshop was made, unless the Parties mutually agree on a different settlement method. The handbook fee shall be refunded upon return of the handbook in an undamaged and unused condition. Returning the handbook shall be charged to the Purchaser or the Training Participant.

### **§ 4 Complaints**

- (1) Complaints of Users, Orderers, and Training Participants may be submitted only in writing or electronic correspondence addressed to INPROGRESS or by mail to the INPROGRESS address. Considering such complaints take place within 60 days, the expiration does not imply recognition of the complaint.
- (2) The entity responsible for handling complaints shall be the contracting party, determined by the Client's legal status, as specified in Annex 2 §1(1) of these Terms and Conditions, as well as in the Contract for training services concluded with and provided to the Client.
- (3) In the event that a complaint is accepted, the refund shall be made within 7 calendar days from the date of the complaint's acceptance and the approval of the corrective invoice. Refunds shall be made exclusively by bank transfer to the bank account indicated by the Client.
- (4) The liability of INPROGRESS for unintentional non-performance or unintentional improper performance of an obligation is excluded.