

## Terms and Conditions "Inprogress" Application

### § 1 General Provisions

- (1) These Regulations set out the rules for the use of the application "Inprogress".
- (2) Terms used in the Regulations shall mean:
- (2.1) Application - means:
- (2.1.1) mobile application "Inprogress" available in the Polish language version,
  - (2.1.2) the web application "Inprogress" is accessible through a web browser at the addresses: <https://app.inprogress.pl> and <https://app.inprogressplus.com> in the Polish and English versions.
- (2.2) INPROGRESS - means INPROGRESS sp. z o.o. with registered office in Kraków, Katowicka 39, 31 -351 Kraków, Poland entered into the register of entrepreneurs maintained by the District Court for Kraków - Śródmieście in Kraków, XI Commercial Department of the National Court Register under KRS number 0000384161, TAX-ID: 677-235-70-01,
- contact information for Polish-speaking clients: email: [szkolenia@inprogress.pl](mailto:szkolenia@inprogress.pl) ; phone: (48) 12 357 95 79,
  - contact information for English-speaking clients: email: [hello@inprogressplus.com](mailto:hello@inprogressplus.com); phone:00 (44) 20 376 94 738
- (2.3) Exam Simulator basic version - functionality available without logging in the learning mode "Training", which allows Users to answer sets of questions only in the available subject categories within the basic version, but the results of the solved sets are not saved,
- (2.4) Exam Simulator full version - functionality available after creating a User Account in the Application and after launching the Application, in the "Training" and "Exam" learning modes, allowing Users to answer sets of questions in all subject categories available within the Application, view their results, and compare their progress.
- (2.5) Inprogress Application Regulations / Terms and Conditions "Inprogress" Application- means this document,
- (2.6) Training - means a training service provided by INPROGRESS in online or onsite version,
- (2.7) SET Workshop (Skills Expansion Training) - means a training service provided by INPROGRESS in an online version in the Polish language, hereinafter referred to as Workshop.
- (2.8) Inprogress Plus Subscription - means the Service: access to Online Training
- Under the terms of the Terms of Service, as well as the related training materials in electronic version, are covered by the offer during the selected period;
- (2.9) User - a legal entity, an organizational unit, unincorporated, or an adult natural person who has downloaded the Application (in the case of a mobile application) or uses the web application,

- (2.10) Consumer - a natural person making a legal transaction with an entrepreneur that is not directly related to their business or professional activity. The provisions of these Regulations, to the extent applicable to the Consumer, shall also apply to a person entering into an agreement directly related to their business activity, when the content of the Agreement shows that it is not professional for that person, arising from, in particular, from the subject of their business activity, made available based on the provisions on the Central Register and Information on Business Activity.
- (2.11) User Account - a separate part of the Application available only to an adult natural person who is a User or an adult natural person who is authorized according to their statement to represent the User, being a legal person or an organizational unit without legal personality or employed by the User, being a legal person or an organizational unit without legal personality, after registration and after logging in with the registered access data, i.e. name, surname, email address and password, and after accepting the Terms and Conditions by clicking the button "I confirm that I have read and accept the Terms and Conditions of the Inprogress Application." Establishing a User Account and then logging in to the User Account allows you to use some of the selected functionalities of the Application described in § 4 of these Terms and Conditions (Exam Simulators, purchasing a Training, purchasing a Workshop, purchasing an Inprogress Plus Subscription, confirming participation in and unsubscribing from the Training and Workshop, changing the date of the Training or Workshop, observing the status of the Training and Workshop, viewing accepted Terms and Conditions, using of discount codes);
- (2.12) Registration - a one-time action consisting of the creation of a User Account in the Application, according to the principles indicated in § 3 of these Regulations;
- (2.13) Mobile Device / Device - a device that allows the use of the Application and the data service, in particular a cell phone, operating based on the Android or IOS operating system;
- (2.14) Apple - depending on your country, Apple, which is the operator of the App Store, means:
- Apple Inc. with headquarters at One Apple Park Way, Cupertino, California, for users in North, Central, and South America (except Canada) and in the dependent territories and U.S. possessions; and the possessions of France and the United Kingdom in North America, South America, and the Caribbean;
  - Apple Canada Inc. with headquarters at 120 Bremner Blvd., Suite 1600, Toronto ON M5J 0A8, Canada for users in Canada or its dependent territories and possessions;
  - iTunes K.K., headquartered at Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokyo 106-6140, Tokyo, for users in Japan;
  - Apple Pty Limited, headquartered at Level 3, 20 Martin Place, Sydney NSW 2000, Australia, for users in Australia, New Zealand, including island possessions, dependent territories, and related jurisdictions; and
  - Apple Distribution International Ltd, based at Hollyhill Industrial Estate, Hollyhill, Cork, Ireland, for other users;
- (2.15) App Store - an online store of mobile applications run by Apple, designed for iOS Mobile Devices;

- (2.16) Google - depending on the country of residence of the User, Google means: Google Commerce Limited, Google LLC, or Google Asia Pacific Pte. Ltd, being the operator of the Google Play online store;
- (2.17) Google Play - an online store for mobile applications under the name: Play Store, operated by Google, designed for Android™ mobile Devices;
- (3) The owner of the Application is INPROGRESS.
- (4) Your use of the Application requires you to accept its terms and conditions.
- Regulations may only be carried out under the terms and conditions set forth in these Regulations and in accordance with applicable laws. In the case of a mobile application, acceptance of the Terms and Conditions occurs at the first launch. In the case of a web application, acceptance of the Terms and Conditions is the execution of the first interaction in the Application. Failure to accept the Terms and Conditions will result in the inability to use the Application. Persons who do not accept the contents of the Terms and Conditions in their entirety should not use the Application, launch it, or perform any interaction or take any action in the Application.
- (5) Any amendment to the Terms and Conditions by INPROGRESS shall require its renewed acceptance by the User. Failure to accept the new wording of the Terms and Conditions will result in the inability to use the Application. The rules for termination of agreements and withdrawal from an agreement are indicated in the Terms of Service of INPROGRESS, available, among others, at: <https://inprogress.pl/regulaminy/> and <https://inprogressplus.com/terms-and-conditions/> shall then apply accordingly.
- (6) The conclusion of an agreement for using the Application is reached upon acceptance of the Application Terms and Conditions, as referred to in paragraph 5 above. From that moment, the Agreement for the use of the Application is concluded for an indefinite period. An agreement for the use of the Application is not equivalent to a contract for the purchase of the Training Service or the Inprogress Plus Subscription Service, where the terms and conditions for the conclusion and duration of agreements for these services are outlined in the Terms and Conditions of Service located at the following link: <https://inprogress.pl/regulaminy/> and <https://inprogressplus.com/terms-and-conditions/>, specifically in §2 (Conclusion of and performance of Training Service Agreements) and §3 of these Regulations (Inprogress Plus Subscription).
- (7) The User may at any time terminate the Agreement to use the Application by:
- i. in the case of a User who does not have a User Account: its removal from the mobile device in the standard manner for the particular version of the operating system installed on the mobile device (in the case of a mobile application) or closing the website and deleting the cookies of the Application (in the case of a web application),
  - ii. in the case of a User who has a User Account: deleting the User Account and then deleting the Application from the mobile device in the standard manner for the version of the operating system

installed on the mobile device (in the case of a mobile application) or closing the website and deleting the cookies of the Application (in the case of a web application),

- (8) In matters not covered by these Terms and Conditions, the provisions of the currently effective INPROGRESS Terms and Conditions of Service, together with the Appendices, forming an integral part thereof, which can be found at <https://inprogressplus.com/terms-and-conditions/> and <https://inprogress.pl/regulaminy/> as well as in the Application, in the tab Your Account / Terms and Conditions and Data Protection, shall apply accordingly. Detailed rules for the conclusion and execution of agreements regarding Inprogress Plus Subscription are outlined in § 3 of the INPROGRESS Terms of Service referred to above. If the User is a Consumer, then the provisions of Appendix No. 1 to the Terms and conditions by INPROGRESS apply to the conclusion, execution and termination of the Agreement: Detailed Rules for Conclusion and Execution of Contracts with Consumers, available at: <https://inprogress.pl/regulaminy/> and [https://inprogressplus.com/terms\\_and\\_conditions](https://inprogressplus.com/terms_and_conditions) and also in the Application, in the tab Your account / Terms and Conditions and data protection.
- (9) The use of the Application may involve risks on the part of each User, e.g., the risk of introducing malicious software into the ICT system and the acquisition and modification of data by unauthorized persons. To avoid such risks, the User should use appropriate technical measures to minimize the occurrence of risks, such as anti-virus programs. If the User does not agree to these risks, they should not create an account, log in, or use the Application.
- (10) It is forbidden for the User to use the Application in a way that violates the law, good morals, personal rights of third parties, or the rights and interests of INPROGRESS.
- (11) If INPROGRESS is found to provide digital content or digital Service to a Consumer, the provisions of Chapter 5b of the Consumer Rights Act shall apply, as well as the provisions of § 6 of Appendix No. 1 to the Terms and Conditions by INPROGRESS: Detailed rules for concluding and performing agreements with Consumers, available at: <https://inprogress.pl/regulaminy/> and <https://inprogressplus.com/terms-and-conditions/> in the Application, under the tab Your account/ Terms and Conditions and data protection.

## **§ 2 Installation of the Application, technical requirements**

- (1) The mobile version of the Application is available for free download in the following stores Google Play (<https://play.google.com/store/apps>) and App Store (<https://www.apple.com/app-store/>)
- (2) The mobile version of the Application can be downloaded to any smartphone with Internet access, running on the Android and iOS operating systems, and meeting the requirements specified (respectively) in the Google Play or App stores.
- (3) The web-based Application can be accessed via a web browser at the following web addresses: <https://app.inprogress.pl/> and <https://app.inprogressplus.com>.

### **§ 3 Creating a User Account**

- (1) Users have the option:
  - (1.1) to use the Application without creating a User Account, or
  - (1.2) to create a User Account in the Application using the tools available in the Application and logging into the User Account using the designated access data established during registration.
- (2) A User Account is created by entering the User's data into the registration form, in particular, such as name, surname, email address, and password. The User must provide accurate User data when entering the registration form.
- (3) After completing the form, a code will be sent to the email address provided, which must be entered into the Application to complete the creation of the User Account (account activation).
- (4) There is only one User Account per User. The User may use one User Account to use the Application both in the mobile and web versions.

### **§ 4 Application functionalities**

- (1) After launching the Application, the User can:
  - (1.1) familiarize yourself with Inprogress's offer of Training, Workshops, and Subscriptions,
  - (1.2.) use the Basic version of the Exam Simulator,
  - (1.3) use the customer service contact form,
  - (1.4) get acquainted with the information about the start and end time of the Training and Workshop and their agenda,
  - (1.5) in the case of the web version of the Application, select Polish or English interface language,
- (2) After creating a User Account, the User may:
  - (2.1) use the functionalities indicated in paragraph 1,
  - (2.2) view and edit the section containing the User's data, expressed consents, and manage the account,
  - (2.3) browse the section containing upcoming, current, and outdated Regulations,
  - (2.4) familiarize yourself with the information on which dates of Training and Workshops are confirmed for implementation,
  - (2.5) purchase a single Training or Workshop for yourself or another person with the option to purchase add-ons,
  - (2.6) purchase an Inprogress Plus Subscription for yourself or another person,
  - (2.7) review your history of use of Training, Workshops, Inprogress Plus Subscription, and the status of service delivery,

- (2.8) confirm participation, change the date, and unsubscribe from the Training and Workshop,
- (2. 9) Observe the enrollment status of the Training and Workshop (waiting list/main list),
- (2.10) personalize your interests - the User can select which training topics interest them, which results in the display of only the Trainings and Workshops of the chosen topics, and the User can receive notifications about the upcoming dates of these Trainings or Workshops to the email address provided,
- (2.11) manage the order elements assigned to him
- (2.12) use the Full version of the Exam Simulator
- (2.13) use discount codes,
- (2.14) view the aggregate price list for Training, Workshops, Exams, and add-ons.
- (2.15) delete the account (deleting the Application from a mobile device or closing the website, along with deleting cookies, is not the same as deleting the User Account).
- (3) INPROGRESS reserves the right to temporarily disable access to individual features of the Application in order to perform maintenance work. In the case of development or test versions of the Application (in particular those marked as beta), selected features of the Application may not be available until the Application is updated to the next version. If the User is a Consumer, and if INPROGRESS provides the Consumer with digital content or a digital service, then the provisions of § 6 of Appendix 1 to the Terms and Conditions by Inprogress: Detailed rules for concluding and performing contracts with Consumers, available at: <https://inprogress.pl/regulaminy/> and <https://inprogressplus.com/terms-and-conditions/>, as well as in the Application under the tab Your account / Terms and conditions and data protection, in particular with regard to the Consumer's rights if the digital content or digital Service is not in accordance with the contract, as well as in the event of a change in the digital content or digital Service.

## **§ 5 Using the Application**

- (1) You are entitled to use the Application for your use only.
- (2) Users may not introduce unlawful content into the Application.
- (3) If it is determined that the User engages in activities that are prohibited by law or in violation of the Terms of Use, or allows others to use the Application unlawfully, INPROGRESS may temporarily block or delete the User's access to the User Account.
- (4) The User may download the Application to a Mobile Device via Google Play or App Store. The terms and conditions for downloading apps are set by Google or Apple, respectively.
- (5) The User may download the Application to a Mobile Device via Google Play or the App Store. The terms and conditions for downloading the Application are set by Google or Apple, respectively.

- (6) Fees for the purchase of Training and Inprogress Plus Subscription are charged by Apple without the User's active participation, via a payment processed by the App Store. The terms and conditions of these payments may be set out in separate App Store terms and conditions. If you purchase a payment processed by the App Store, Apple will issue you a VAT invoice for the purchase price payable by you.
- (7) Cancellation of access to Inprogress Training, Workshops, and Subscriptions Plus via Google or Apple, or deletion of the Application, is not equivalent to withdrawal from the contract or cancellation of the Inprogress Training, Workshops, and Plus Subscription. For this purpose, it is necessary to contact INPROGRESS at the terms and conditions outlined in the Terms of Service at the link: <https://inprogress.pl/regulaminy/> and <https://inprogressplus.com/terms-and-conditions/>.
- (8) In the case of purchases through Apple, the purchase price may be higher than in the case of purchases through the web application, through Google, or the Service.
- (9) Some services may not be sold through the Service, but only through Apple, a web application, or through Google.

## **§ 6 Complaints**

- (1) Complaints about the Application may be submitted to the email address [szkolenia@inprogress.pl](mailto:szkolenia@inprogress.pl).
- (2) A response to a complaint shall be provided within 14 days of receipt by INPROGRESS. The answer is provided to the email address from which the complaint was sent.

## **§ 7 Privacy Policy**

Information on privacy policy is regulated in Appendix No. 4 to the current Terms and Conditions - *Information on the principles of personal data processing*, which is available in the Application under the tab Your account / Terms and Conditions and data protection.

## **§ 8 Rules for storage and use of identifiers, and relevant diagnostic tools in the Application**

- (1) The App uses identifiers that are stored until the App is removed from the device.
- (2) The following identifiers are stored in the Application:
  - (a) encrypted unique identifier of the Application, which is stored on the mobile device until the Application is deleted,
  - (b) UUID identifier and JWT token (in case of logged-in users) allow tracking of events performed in the Application - stored on the mobile device until the Application is deleted.

- (3) The Application IDs referred to in paragraph 2, as well as information about the model, hardware ID, and operating system of the device, are sent to INPROGRESS when the Application is launched and are used to uniquely identify the Application, the mobile device, and the User.
- (4) The Application and User IDs mentioned in paragraph 2 are intended to ensure that non-logged-in Users can use the Exam Simulator.
- (5) The entity placing identifiers on the Application User's terminal device and accessing them is INPROGRESS, and an IT company authorized by it.
- (6) The Application allows identifiers to be stored on the User's terminal device. Users of the Application cannot change their settings in this regard.
- (7) Communication of the Application with the servers is carried out through an encrypted https connection (in particular, the login area, transfer of personal data). Thanks to this, personal and login data entered in the Application are encrypted on the User's device and can only be read on the target server.
- (8) To protect your data, INPROGRESS regularly makes security copies.
- (9) An essential part of data protection is the regular updating of all software, used by INPROGRESS to process personal data, which, in particular, means regular updates of software components.
- (10) The Application uses the open-source Sentry diagnostic tool from Functional Software, Inc. d/b/a Sentry. The tool is installed in the on-premises model (on the servers of an authorized IT company), thus ensuring the security of the collected data.
- (11) Using the diagnostic tool, INPROGRESS identifies errors in the Application to improve its performance. Collected data using the indicated tool:
  - (a) User ID,
  - (b) IP address of the device,
  - (c ) device operating system,
  - (d) type of Internet connection,
  - (e ) model and type of device,
  - (f) time zone,
  - (g) Application startup time,
  - (h) The device software language used,
  - (i) The name of the device given by the User,
  - (j) degree of battery charge,
  - (k) device memory;
  - (l) the version of the Application in use,



(f) clicks on items in the Application.

### **§ 9 Final provisions**

- (1) If you do not accept the operation policy of the Application and these Terms and Conditions, do not install the Application in the mobile version, do not accept the Terms and Conditions in the Application in the web version or uninstall it (in the case of the mobile version) or close web browser (browser tab) and delete cookies for the Application in the web version.
- (2) These Regulations shall come into force as of 2025/09/29 .