

Appendix No. 1 Detailed rules for concluding and performing Agreements with Consumers

§ 1 General Provisions

- (1) This appendix sets out the rules of payment, withdrawal from the Agreement, and complaints concerning a Service Agreement concluded with a Consumer within the meaning of Article 22⁽¹⁾ of the Civil Code (Act of April 23, 1964 Civil Code, i.e. Journal of Laws 2020, item 1740, as amended). According to Article 22(1) of the Civil Code, a consumer is a natural person making a legal transaction with an entrepreneur that is not directly related to his/her Commercial or professional activity. An entrepreneur is, following Article 43⁽¹⁾ of the Civil Code, a natural person, a legal person, or an organizational unit that is not a legal person and to which an act grants legal capacity, conducting business or professional activity on its behalf. The provisions of the Regulations, as well as of this Appendix No. 1, relating to liability for the non-conformity of goods, digital content or digital services with the Agreement, as well as the right to withdraw from the Agreement, shall also apply to a person who concludes an Agreement directly related to their business activity, when it follows from the content of the Agreement that it is not professional for that person, arising 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) INPROGRESS, INPROGRESS meaning conclude the Agreements referred to in paragraph 1:
 - (a) INPROGRESS sp. z o.o. with its registered office in Kraków, Katowicka 39, 31 -351 Kraków, registered in the register of entrepreneurs maintained by the District Court for Kraków - Śródmieście in Kraków, Poland 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; phone: (48) 12 35795 79, contact for English-speaking customers: e-mail: hello@inprogressplus.com; phone: 00(44)20 376 94738
 - in the case of Agreements concluded with a Consumer, including Agreements concluded with a Consumer for which payment is made using installment credit, and in the case of a Consumer applying through the Development Services Database (Polish Agency for Enterprise Development) for the services indicated therein,
 - (b) INPROGRESS Szkolenia Sp. z o.o. with its headquarters in Krakow, Katowicka 39, entered 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 0000427134, TAX-ID: 677-236-99-90, e-mail: szkolenia@inprogress.pl, phone: (48) 12 357 95 79, for Agreements concluded with the Consumer applying through the Development Services Database (Polish Agency for Development of Entrepreneurship) for the services indicated therein,
- (3) INPROGRESS sp. z o.o. is a Consumer Credit Intermediary (CCI) registered in the Register of Consumer Intermediaries and Loan Institutions under number RPK035642, which authorizes it to perform factual or legal actions related to the preparation, offering, or conclusion of a credit Agreement.

- (4) Within the scope of its activity as a Consumer Credit Intermediary, INPROGRESS sp. z o.o. Cooperates with the lender BNP Paribas joint-stock company with its registered office in Warsaw (01-211), Kasprzaka 10/16 Street, registered in the National Court Register maintained by the District Court for the capital city of Warsaw XIII Commercial Division under the KRS number 0000011571, NIP 5261008546 (hereinafter referred to as: "the Bank") based on a cooperation Agreement on sales using online store credit concluded on December 4, 2020.

§ 2 Payment terms

- (1) The fees provided for in the Training Services Agreement may be paid in the form of:
- (a) transfer based on a pro forma invoice or 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) transfer to the account indicated on the Site or by an employee INPROGRESS;
 - (d) payment with a payment card,
 - (e) payment through the "in-app purchase" option,
 - (f) payments using the Bank's installment loan.

The Purchaser may choose the payment currency from among the currencies available in a given sales channel. Detailed information about the available currencies and the final amount payable is presented each time before the payment is made.

Unless otherwise agreed, Consumers shall receive a pro forma invoice before the Training with a payment deadline of no less than 7 days, but no later than the day before the Training in question starts.

- (2) The fee for the Training must be paid no later than the day before the start date of the Training in question.
- (3) The entity providing the "Przelewy24" service and operator of payment cards is PayPro S.A. Settlement Agent, ul. 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 Commercial Department of the National Court Register under the KRS number 0000347935, NIP 7792369887, REGON 301345068.
- (4) Payments made via online payments (service "Przelewy24") or payment cards (PayPro S.A. Settlement Agent) are transferred to the INPROGRESS account.
- (5) The payment regulations for the "payment24" service and payment cards are available at <https://www.przelewy24.pl/regulamin> .
- (6) Payments using installment credit are made through the Bank.
- (7) The Bank's Installment Loan Payment Regulations are available at: <https://www.bnpparibas.pl/klienci-indywidualni/kredyty/kredyt-ratalny-w-sklepach-internetowych> (Regulations for Conclusion of Installment Loan Agreements through the Online Store of BNP Paribas Bank Polska S.A.).

- (8) 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 on the Website and at: <https://app.inprogress.pl/login/>, <https://app.inprogressplus.com/login/>.
- (9) The fee for the Open-Enrollment Training includes participation in the Training, training materials, and a Certificate of Completion. The in-person Open -Enrollement Training also includes refreshments during coffee breaks and lunch each day of the Training. Fees for the handbook, paper certificate after passing the Accredited Examination (except for APMG portfolio Exams), and Exams are paid additionally. Information about the fees for the Exam (without the Training) is provided at the User's Request.
- (10) If the Training Participant takes the Exam of the PeopleCert Portfolio in the online version, in the region indicated in Table 1, the Purchaser must pay an additional fee to the Exam price stated in the Service or Application. A list of extra fees is provided in Table 2. The fees indicated in Table 2 are stated in PLN, EUR, GBP, and USD and are paid in the currency in which the Purchaser purchased the Exam.

Table 1.

List of countries covered by the additional fee
American Samoa
Antarctica
Bahamas
Bahrain
Barbados
Bermuda
Bouvet Island
Brunei Darussalam
Canada
Cayman Islands,
Cook Islands
Dubai
Falkland Islands (Malvinas)
French Polynesia
French Southern Territories
Guam
Heard Island And Mcdonald Islands
Hong Kong
Israel
Republic Of, Kuwait
Macao
Mayotte
Nauru
New Caledonia
Norfolk Island
Northern Mariana Islands
Oman
Palau

Table 1- continued.

List of countries covered by the additional fee
Panama
Puerto Rico
Qatar
Saudi Arabia
Singapore
South Georgia
The South Sandwich Islands
South Korea
Taiwan
Province Of China
United Arab Emirates
United States

Table 2.

Name of Exam	PLN	EUR	GBP	USD
COBIT5 Foundation	105,00 zł	€ 25,00	£ 22,00	\$ 30,00
DevOps Foundation	105,00 zł	€ 25,00	£ 22,00	\$ 30,00
ITIL 4 Foundation	235,00 zł	€ 55,00	£ 50,00	\$ 66,00
ITIL 4 Leader: Digital IT Strategy	295,00 zł	€ 70,00	£ 62,00	\$ 83,00
ITIL 4 Specialist: Acquiring & Managing Cloud Services	295,00 zł	€ 70,00	£ 62,00	\$ 83,00
ITIL 4 Specialist: Collaborate, Assure and Improve	295,00 zł	€ 70,00	£ 62,00	\$ 83,00
ITIL 4 Specialist: Create, Deliver & Support	295,00 zł	€ 70,00	£ 62,00	\$ 83,00
ITIL 4 Specialist: Drive Stakeholder Value	295,00 zł	€ 70,00	£ 62,00	\$ 83,00
ITIL 4 Specialist: High Velocity IT	295,00 zł	€ 70,00	£ 62,00	\$ 83,00
ITIL 4 Specialist: Sustainability in Digital & IT	295,00 zł	€ 70,00	£ 62,00	\$ 83,00
ITIL 4 Strategist: Direct, Plan & Improve	295,00 zł	€ 70,00	£ 62,00	\$ 83,00
ITIL® 4 Specialist: Monitor, Support and Fulfil	295,00 zł	€ 70,00	£ 62,00	\$ 83,00
ITIL® 4 Specialist: Plan, Implement and Control	295,00 zł	€ 70,00	£ 62,00	\$ 83,00
M_o_R Foundation v3	215,00 zł	€ 50,00	£ 45,00	\$ 60,00
M_o_R Practitioner v3	215,00 zł	€ 50,00	£ 45,00	\$ 60,00
M_o_R® 4 Practitioner	295,00 zł	€ 70,00	£ 62,00	\$ 83,00
MoP Foundation	235,00 zł	€ 55,00	£ 50,00	\$ 66,00
MSP 5th Foundation	235,00 zł	€ 55,00	£ 50,00	\$ 66,00
MSP 5th Practitioner	255,00 zł	€ 60,00	£ 53,00	\$ 72,00
P3O Foundation	235,00 zł	€ 55,00	£ 50,00	\$ 66,00
P3O Practitioner	255,00 zł	€ 60,00	£ 53,00	\$ 72,00
PRINCE2 7th edition Foundation	235,00 zł	€ 55,00	£ 50,00	\$ 66,00

Table 2 – continued.

Name of Exam	PLN	EUR	GBP	USD
PRINCE2 7th edition Practitioner	255,00 zł	€ 60,00	£ 53,00	\$ 72,00
PRINCE2®Agile Foundation (wersja 2)	235,00 zł	€ 55,00	£ 50,00	\$ 66,00
PRINCE2®Agile Practitioner (wersja 2)	255,00 zł	€ 60,00	£ 53,00	\$ 72,00

- (11) The materials and Certificates of Completion of the Training indicated in paragraph 9 are provided electronically in the case of online Training or on paper in the case of in-person Training.
- (12) The materials and Certificates of Completion of Skills Expansion Training indicated in paragraph 12 are provided only electronically.
- (13) INPROGRESS does not cover the travel, parking, or accommodation costs of Training Participants.

§ 3 Withdrawal from the Agreement by the Consumer

- (1) A Consumer who has entered into a Distance or Off-Premises Training Services Agreement (hereinafter referred to as the Agreement) with INPROGRESS may withdraw from the Agreement within 14 days without stating a reason and without incurring costs, except for the costs described below in the provisions of this document. If the Consumer has concluded the Agreement off-premises during an unscheduled visit of the Entrepreneur at the Consumer's residence, usual residence, or excursion, the deadline for withdrawal is 30 days.
- (2) The period for withdrawal from the Agreement begins:
- (a) for the Agreement in the performance of which INPROGRESS issues the goods, being obliged to transfer their ownership, from the date of taking possession of the goods by the Consumer or a third party other than the carrier designated by the Consumer,
 - (b) for an Agreement that includes multiple goods that are delivered separately, in batches, or parts, from the date of taking possession of the last item, batch, or part,
 - (c) for an Agreement that involves the regular delivery of goods for a fixed period, from the date of taking possession of the first goods,
 - (d) For other Agreements - from the date of conclusion of the Agreement.
- (3) Withdrawal from the Agreement shall result in the termination of the Supplemental Contract Agreements.
- (4) A consumer may withdraw from the Agreement by submitting to INPROGRESS a statement on rescission. The statement can be made on the form, the model of which is attached as Appendix No. 5 to the Regulations. To meet the deadline, it is sufficient to send the statement before its expiration:
- To the e-mail address for Polish-speaking customers: szkolenia@inprogress.pl,
 - to the e-mail address for English-speaking customers: hello@inprogressplus.com
 - or
 - by registered mail to INPROGRESS, Katowicka 39 Street, 31 -351 Krakow, Poland. The Consumer can also rescind the Agreement by submitting a statement on the Entrepreneur's Website. Regardless of the selected e-mail address, each case will be redirected to the

appropriate department and handled following the applicable procedures. The request will be answered in the language in which it was submitted. In case of doubt about the correct contact address, the Consumer may use any of the above addresses - the notification will be forwarded to the appropriate department without delay.

- (5) INPROGRESS shall immediately send to the Consumer on a durable medium an acknowledgment of receipt of the statement of intent to withdraw from the Agreement to the e-mail address indicated by the Consumer in case of electronic submission of the declaration of intent to withdraw from the Agreement or the postal address.
- (6) In the case of withdrawal by the Consumer from the Agreement concluded at a distance or from the Agreement concluded off-premises, the Agreement is considered not concluded.
- (7) Immediately, no later than within 14 days from the date of receipt of the Consumer's statement of withdrawal from the Agreement, INPROGRESS shall refund all payments made by the Consumer, including the cost of delivering the goods using the same method of payment used by the Consumer, unless the Consumer has expressly agreed to a different method of refund that does not involve any costs for the Consumer. If INPROGRESS has not offered to collect the goods from the Consumer itself, INPROGRESS may withhold reimbursement of payments received until it has received the goods back or the Consumer has provided proof of return, whichever event occurs first.
- (8) In the case of withdrawal from the Agreement for the provision of digital content or digital service, INPROGRESS from the date of receipt of the Consumer's statement of withdrawal from the Agreement may not use content other than personal data provided or created by the Consumer during the use of digital content or digital service provided by the Entrepreneur, except for content that:
 - (a) are helpful only in connection with the digital content or digital service that constituted the subject matter of the Agreement;
 - (b) relate exclusively to the Consumer's activities during the use of digital content or digital service provided by INPROGRESS;
 - (c) have been merged by INPROGRESS with other data and cannot be separated from them, or can be separated only with disproportionate effort;
 - (d) were produced by the Consumer jointly with other consumers who can still use them.Except for those cases referred to in (a)-(d) above, INPROGRESS shall, at the request of the Consumer, make available to the Consumer content other than personal data that was provided or generated by the Consumer in the course of using digital content or digital service provided by INPROGRESS.
- (9) The Consumer shall have the right to recover the digital content from INPROGRESS free of charge, without hindrance, within a reasonable time and in a commonly used machine-readable format.
- (10) In the event of withdrawal from the Agreement, INPROGRESS may prevent the Consumer from further use of the digital content or digital service, particularly by preventing the Consumer from accessing the digital content or service or blocking the user account. This provision does not affect the Consumer's rights referred to in paragraph 9 above.

- (11) If the Consumer has chosen a method of delivery other than the cheapest ordinary method offered by INPROGRESS, INPROGRESS is not obliged to reimburse the Consumer for the additional costs incurred by the Consumer.
- (12) The Consumer is obliged to return the goods to INPROGRESS or give them to a person authorized by INPROGRESS to collect them immediately, but no later than 14 days from the day on which he/she withdrew from the Agreement, unless INPROGRESS offered to collect the goods itself. To meet the deadline, sending the goods back before expiration is sufficient. In the event of rescission from the Agreement for the provision of digital content or digital service, the Consumer is obliged to stop using the digital content or digital service and making it available to third parties.
- (13) The Consumer shall bear only the direct costs of returning the goods, unless INPROGRESS has agreed to bear them. INPROGRESS hereby informs the Consumer of the necessity of incurring these costs.
- (14) Suppose the Agreement was concluded off-premises and the goods were delivered to the Consumer at the place where he resided at the time of conclusion of the Agreement. In that case, INPROGRESS is obliged to collect the goods at its own expense when, due to the nature of the goods, it is not possible to send them back in the usual way by mail.
- (15) The Consumer shall be liable for any diminution in the value of the goods resulting from use beyond what is necessary to ascertain the goods' nature, characteristics, and functioning.
- (16) If the Consumer exercises the right to withdraw from the Agreement after requesting according to Articles 15(3) and 21(2) of the Consumer Rights Act (i.e., inter alia, if, at the express request of the Consumer, the performance of the service is to begin before the expiration of the deadline for withdrawal from the Agreement concluded off-premises, and the Entrepreneur requires the Consumer to make an express statement containing such request on a durable medium), the Consumer is obliged to pay for the services performed until the withdrawal from the Agreement. The payment amount shall be calculated in proportion to the extent of the performance performed, taking into account the price or remuneration agreed in the Agreement.
- (17) INPROGRESS does not accept shipments sent back with cash on delivery.
- (18) The Consumer shall not bear the cost of providing services for the time until withdrawal if:
- (a) INPROGRESS failed to inform the Consumer about the right to withdraw from the Agreement and the consequences of exercising it, following Article 12(1)(9) of the Consumer Rights Act, or
 - b) The Consumer did not request performance before the expiration of the deadline for withdrawal from the Agreement following Article 15(3) and Article 21(2) of the Law on Consumer Rights,
The Consumer shall not bear the cost of providing digital content that is not recorded on a tangible medium, if:
 - (a) The Consumer did not agree to the performance before the expiration of the time limit referred to in Article 27 (1) or (2) of the Consumer Rights Act, or
 - (b) The Consumer was not informed of the loss of his right of withdrawal at the time of giving such consent, or

- c) INPROGRESS failed to provide confirmation following Articles 15(1) and 21(1) of the Consumer Rights Act.
- (19) The right of withdrawal from an Agreement concluded off-premises or at a distance is not granted to the Consumer, among others, concerning Agreements concluded with INPROGRESS:
- (a) for the provision of services for which the Consumer is obliged to pay the price, if INPROGRESS has entirely performed the service with the express and prior consent of the Consumer, who was informed before the start of the service that after the performance by the Entrepreneur will lose the right to withdraw from the Agreement, and accepted it;
 - (b) in which the price or remuneration depends on fluctuations in the financial market, over which INPROGRESS has no control, and which may occur before the deadline for withdrawal from the Agreement;
 - (c) in which the subject of performance is a non-refabricated good, produced to the Consumer's specifications or serving to meet his individualized needs;
 - (d) in which the object of performance is goods that have a short shelf life;
 - (e) in which the subject of performance is sound or visual recordings or computer programs delivered in sealed packaging, if the packaging was opened after delivery;
 - (f) for the provision of daily newspapers, periodicals, or magazines, except for a subscription Agreement;
 - (g) for the supply of digital content not delivered on a tangible medium, for which the Consumer is liable to pay the price, where the Entrepreneur has begun performance with the express and prior consent of the Consumer, who has been informed before the start of performance that after the performance by the Entrepreneur will lose the right to withdraw from the Agreement, and has accepted this. The Entrepreneur has provided the Consumer with the confirmation referred to in Article 15 (1) and (2) or Article 21 (1) of the Law on Consumer Rights.

§ 4 Complaints

- (1) Consumers' complaints related to these Regulations, Agreements, or services may be filed:
- (1.1) In writing in electronic correspondence addressed to INPROGRESS at the e-mail address:
- for Polish-speaking customers: szkolenia@inprogress.pl,
 - for English-speaking customers: . hello@inprogressplus.com .
- Regardless of the address selected, each case will be redirected to the appropriate department and handled following applicable procedures. The report will be answered in the language in which it was submitted. In case of doubt about the correct contact address, the Consumer may use any of the above addresses - the report will be forwarded to the appropriate department without delay.
- (1.2) by mail to the address INPROGRESS, 39 Katowicka St., 31 -351 Kraków, Poland. Complaints can be submitted on a form, which is attached as Appendix No. 6 to the Terms and Conditions.

- (2) The processing of a complaint may involve processing personal data covered by the complaint and the Agreement or service, which is INPROGRESS's legitimate interest in processing such data.
- (3) Subject to the deadlines in separate regulations, INPROGRESS will respond to the complaint within 14 days of receipt.
- (4) If INPROGRESS has not responded to the complaint within the period referred to in paragraph 3, it is deemed to have acknowledged it.
- (5) INPROGRESS shall respond to the complaint to Consumers in writing or another durable medium to the delivery address or e-mail address indicated by the Consumer.
- (6) The entity responsible for handling complaints shall be the contracting party, determined by the Client's legal status, as specified in Annex 1 §1(2) of these Terms and Conditions, as well as in the Contract for training services concluded with and provided to the Client.
- (7) 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.
- (6) Failure of INPROGRESS to accept a complaint does not deprive the Consumer of the right to pursue claims in or out of court. INPROGRESS informs about the possibility of using out-of-court ways to settle complaints and pursue claims, e.g., by applying to consumer organizations (Permanent Arbitration Consumer Courts, Municipal or District Consumer Ombudsman).

§ 5 Conformity of goods with the Agreement

- (1) The provisions of this paragraph shall apply only if it is determined that it follows from the Agreement that INPROGRESS is obligated to transfer ownership of the goods and perform the service. The same applies to Agreements that obligate the transfer of ownership of goods with digital elements, including digital content or digital services within the meaning of the Consumer Rights Act, even if a third party provides them. These provisions do not apply to goods that only serve as a carrier of digital content. The provisions of this paragraph shall apply to goods with digital elements accordingly.
- (2) Goods conform with the Agreement if, in particular, their conformity with the Agreement remains:
 - (a) description, type, quantity, quality, completeness, functionality, and for goods with digital elements- also compatibility, interoperability, and availability of updates;
 - (b) suitability for the specific purpose for which it is needed by the Consumer, which the Consumer notified INPROGRESS at the latest at the time of conclusion of the Agreement, and which INPROGRESS accepted.
- (3) In addition, the goods, to be considered in conformity with the Agreement, must:
 - (a) be suitable for the purposes for which goods of this type are commonly used, taking into account applicable laws, technical standards, or good practices;
 - (b) appear in such quantity and have such characteristics, including durability and safety concerning goods with digital elements, also functionality and compatibility, which are

typical for goods of this type and which the Consumer may reasonably expect, taking into account the nature of the goods and the public assurances made by INPROGRESS its legal predecessors or persons acting on their behalf, in particular in advertising or on the label, unless INPROGRESS demonstrates, that it did not know of the public assurance in question and, judging reasonably, could not have known of it, that before the conclusion of the Agreement the public assurance was rectified in the terms and form in which the public assurance was made, or in a comparable manner, and that the public assurance did not influence the Consumer's decision to conclude the Agreement;

- (c) be delivered with packaging, accessories, and instructions that the Consumer can reasonably expect to receive;
 - (d) be of the same quality as the sample or design that the trader made available to the Consumer before the conclusion of the Agreement, and correspond to the description of such sample or design.
- (4) INPROGRESS shall not be liable for the lack of conformity of the goods with the Agreement to the extent, referred to above, if the Consumer, at the latest at the time of conclusion of the Agreement has been expressly informed that a specific feature of the goods deviates from the requirements for conformity with the Agreement specified in paragraph 2 or 3, and has explicitly and separately accepted the lack of a specific feature of the goods.
- (5) INPROGRESS shall be liable for the lack of conformity of the goods with the Agreement existing at the time of its delivery and disclosed within two years from that time, unless the shelf life of the goods, as determined by INPROGRESS, its legal predecessors or persons acting on their behalf, is longer. It is presumed that the lack of conformity of the goods with the Agreement, which became apparent before the expiration of two years after the delivery of the goods existed at the time of its delivery, unless the contrary is proven or this presumption cannot be reconciled with the specifics of the goods or the nature of the goods' lack of conformity with the Agreement.
- (6) Concerning goods with digital elements, INPROGRESS shall be liable for the non-conformity with the Agreement of the digital content or digital service delivered continuously, which occurred or became apparent at the time when, according to the Agreement, they were to be delivered. This time shall not be less than two years from the delivery time of the goods with digital elements. The digital content or service failure to conform to the Agreement shall be presumed to have occurred during this time if it became apparent.
- (7) If the goods do not conform to the Agreement, the Consumer may request repair or replacement.
- (8) INPROGRESS may make an exchange when the Consumer demands a repair, or may make a repair when the Consumer demands a replacement, if bringing the goods into conformity with the Agreement in the manner chosen by the Consumer is impossible or would require excessive costs for the Entrepreneur. If repair and replacement are impossible or would require excessive costs for INPROGRESS, it may refuse to bring the goods into conformity with the Agreement.

In assessing the excessiveness of the costs for the Entrepreneur, all the circumstances of the case are taken into account, in particular, the importance of the non-conformity of the goods with the Agreement, the value of the conforming goods and the excessive inconvenience to the Consumer caused by the change in the manner of bringing the goods into conformity with the Agreement.

- (9) INPROGRESS shall repair or replace within a reasonable time from the moment it is informed by the Consumer of the lack of conformity with the Agreement, and without undue inconvenience to the Consumer, taking into account the specifics of the goods and the purpose for which the Consumer purchased them. The cost of repair or replacement, including in particular the cost of postage, transportation, labor, and materials, shall be borne by INPROGRESS.
- (10) The Consumer shall make available to INPROGRESS the goods subject to repair or replacement. INPROGRESS shall collect the goods from the Consumer at its expense.
- (11) The Consumer shall not be obliged to pay for the ordinary use of the goods, which were subsequently replaced.
- (12) If the goods are inconsistent with the Agreement, the Consumer may make a statement of price reduction or withdrawal from the Agreement when:
- (a) INPROGRESS refused to bring the goods into conformity with the Agreement following the applicable regulations,
 - (b) INPROGRESS failed to bring the goods into conformity with the Agreement following applicable regulations,
 - (c) the lack of conformity of the goods with the Agreement continues even though INPROGRESS has tried to bring the goods into conformity with the Agreement;
 - (d) the lack of conformity of the goods with the Agreement is so significant as to justify either a reduction in price or withdrawal from the Agreement without first taking advantage of the protections outlined in Article 43d of the Law on Consumer Rights,
 - (d) it is clear from INPROGRESS' statement or the circumstances that it will not bring the goods into conformity with the Agreement within a reasonable time or without undue inconvenience to the Consumer.
- (13) The reduced price must remain in proportion to the Agreement price as the value of the non-conforming goods remains in relation to that of the conforming goods.
- (14) INPROGRESS shall return to the Consumer the amounts due as a result of exercising the right to reduce the price immediately, no later than within 14 days from receipt of the Consumer's statement on price reduction.
- (15) The Consumer may not withdraw from the Agreement if the lack of conformity of the goods with the Agreement is insignificant.
- (16) If the lack of conformity applies only to some of the goods supplied under the Agreement, the Consumer may withdraw from the Agreement only concerning those goods, as well as concerning other goods purchased by the Consumer with the non-conforming goods, if the Consumer cannot reasonably be expected to agree to retain only the conforming goods.
- (17) In the event of withdrawal from the Agreement, the Consumer shall immediately return the goods to INPROGRESS at its expense. In such a situation, INPROGRESS will return the price to the Consumer immediately, no later than within 14 days from receipt of the goods or proof of their return. INPROGRESS will refund the price using the same method of payment used by the Consumer, unless the Consumer has expressly agreed to a different method of return that does not involve any cost to them with any fees.
- (18) The Consumer may refrain from paying the price until the trader performs his obligations under Article 43d and Article 43e of the Law on Consumer Rights.

§ 6 Agreement for the provision of digital content or digital service

- (1) The provisions of this paragraph shall apply only if it is established that the Agreement provides that INPROGRESS supplies the Consumer with digital content or a digital service.
- (2) INPROGRESS shall deliver the digital content or digital service to the Consumer immediately after the conclusion of the Agreement, providing for it, unless otherwise agreed by the parties. The digital content shall be deemed delivered when the digital content or the means that allows access to the digital content or downloading of the digital content has been made available to the Consumer or to a physical or virtual device that the Consumer has independently selected for this purpose, or when the Consumer, or such device, has accessed it. The digital service shall be deemed delivered when the Consumer or the physical or virtual device that the Consumer has independently selected for such purpose has accessed it.
- (3) If INPROGRESS fails to deliver the digital content or service following the Agreement, the Consumer may call upon INPROGRESS to provide it. If INPROGRESS fails to deliver the digital content or service immediately or within an additional period expressly agreed upon by the parties, the Consumer may withdraw from the Agreement.
- (4) A consumer may withdraw from an Agreement without calling for delivery of digital content or digital service if:
 - (a) it is clear from INPROGRESS' statement or circumstances that it will not provide digital content or digital service or
 - (b) The Consumer and INPROGRESS have agreed, or it is clear from the circumstances of the conclusion of the Agreement, that the specified date of delivery of the digital content or digital service was of significant importance to the Consumer, and the Entrepreneur failed to deliver it within the deadline.
- (5) The above provisions shall not apply if the Agreement provides for the delivery of digital content via a tangible medium.
- (6) The digital content or digital service is following the Agreement, if following the Agreement remains in particular, their:
 - (a) description, type, quantity, quality, completeness, functionality, compatibility, interoperability, and availability of technical support and updates;
 - (b) suitability for the specific purpose for which they are needed by the Consumer, which the Consumer notified INPROGRESS at the latest at the time of conclusion of the Agreement, and which INPROGRESS accepted.
- (7) In addition, the digital content or digital service, to be considered in compliance with the Agreement, must:
 - (a) be suitable for the purposes for which digital content or a digital service of this type is usually used, taking into account applicable laws, technical standards, or good practices;
 - (b) appear in such quantity and have such features, including functionality, compatibility, availability, continuity and security, as are typical of digital content or digital service of that kind and which the Consumer may reasonably expect, taking into account the nature of the digital content or digital service and the public assurances made by the trader, its predecessors in law or persons acting on its behalf, in particular in advertising or on a label, unless INPROGRESS demonstrates that:
 - (a) did not know about the public assurance in question and, judging reasonably, could not have known about it,

- (b) before the conclusion of the Agreement, the public assurance was rectified following the terms and form in which the public assurance was submitted, or in a comparable manner,
 - (c) the public assurance did not affect the Consumer's decision to enter into the Agreement;
 - (d) be supplied with accessories and instructions that the Consumer can reasonably expect to receive;
 - (e) conform to the trial version or announcement made available to the Consumer by the trader before the conclusion of the Agreement.
- (8) INPROGRESS shall keep the Consumer informed of updates, including security features, necessary to make the digital content or digital service compliant with the Agreement and provide them to the Consumer on time:
 - (a) the delivery of digital content or digital service as specified in the Agreement, under which delivery is made continuously, or
 - (b) reasonably expected by the Consumer, taking into account the type of digital content or digital service and the purpose for which it is used, and the circumstances and nature of the Agreement, if the Agreement provides for the provision of digital content or digital service on a one-time basis or in parts.
- (9) If the Consumer fails to install the updates provided by INPROGRESS within a reasonable time, INPROGRESS shall not be liable for the non-conformity of the digital content or digital service with the Agreement resulting solely from the lack of updates if:
 - (a) informed the Consumer about the update and the consequences of not installing it;
 - (b) failure to install or improper installation of updates was not due to errors in the instructions provided by INPROGRESS.
- (10) INPROGRESS shall not be liable for the lack of conformity of digital content or digital service with the Agreement to the extent referred to above, if the Consumer, at the latest at the time of conclusion of the Agreement, has been expressly informed that a specific feature of the digital content or digital service deviates from the requirements for conformity with the Agreement set forth above and has explicitly and separately accepted the lack of a specific feature of the digital content or digital service.
- (11) Where and if the Agreement provides continuous digital content or digital service, the digital content or digital service must remain in compliance with the Agreement for the period specified in the Agreement for its provision.
- (12) Digital content or digital service shall be delivered in the latest version available at the time of conclusion of the Agreement, unless otherwise agreed by the parties.
- (13) For the integration of digital content or digital service, the provision of Article 43b (5) of the Law on Consumer Rights (on the liability of the trader in the event of assembly by the trader or erroneous instructions) shall apply accordingly.
- (14) INPROGRESS *may be* liable for the non-conformity with the Agreement of digital content or digital service delivered at one time or in parts, which existed at the time of delivery and became apparent within two years from that time. The non-conformity of the digital content or digital service with the Agreement, which became apparent within one year after delivery of the digital content or digital service, shall be presumed to have existed at the time of delivery.
- (15) INPROGRESS *shall be* liable for the non-conformity with the Agreement of the digital content or digital service delivered continuously, which occurred or became apparent at

the time at which, according to the Agreement, they were to be delivered. The non-conformity of the digital content or digital service with the Agreement shall be presumed to have occurred at that time if it became apparent.

- (16) INPROGRESS *shall be* liable for the non-compliance with the Agreement of the digital content or digital service to the extent regulated in Article 43k, paragraph 3 (software updates), which occurred within the time specified in this provision.
- (17) The presumptions outlined in paragraphs 14 and 15 shall not apply if:
 - (a) the Consumer's digital environment is not compatible with the technical requirements about which the Entrepreneur informed him clearly and understandably before concluding the Agreement;
 - (b) the Consumer, informed clearly and understandably before the conclusion of the Agreement of the obligation to cooperate with the trader, to a reasonable extent and with the least burdensome technical means, to determine whether the failure of the digital content or digital service to comply with the Agreement on time is due to the characteristics of the Consumer's digital environment, fails to perform this obligation.
- (18) If the digital content or service does not conform with the Agreement, the Consumer may demand that it be amended to conform to the Agreement.
- (19) INPROGRESS may refuse to bring the digital content or digital service into compliance with the Agreement if bringing the digital content or digital service into compliance with the Agreement is impossible or would require excessive costs for the Entrepreneur. In assessing the excessive cost to INPROGRESS, all circumstances of the case shall be taken into account, in particular, the significance of the non-conformity of the digital content or digital service with the Agreement and the value of the digital content or digital service conforming to the Agreement.
- (20) INPROGRESS shall bring the digital content or digital service into conformity with the Agreement within a reasonable time from the moment it is informed by the Consumer of the non-conformity with the Agreement, and without undue inconvenience to the Consumer, taking into account their nature and the purpose for which they are used. The cost of bringing the digital content or digital service into conformity with the Agreement shall be borne by INPROGRESS.
- (21) If the digital content or digital service is not in compliance with the Agreement, the Consumer may submit a statement of price reduction or withdrawal from the Agreement when:
 - (a) bringing the digital content or digital service into conformity with the Agreement is impossible or requires excessive costs according to Article 43m (2) and (3) of the Law on Consumer Rights;
 - (b) the Entrepreneur has failed to bring the digital content or digital service into compliance with the Agreement following Article 43m(4) of the Consumer Rights Law;
 - (c) the non-conformity of the digital content or digital service with the Agreement continues even though the trader has tried to bring the digital content or digital service into conformity with the Agreement;
 - (d) the lack of conformity of the digital content or digital service with the Agreement is so

significant as to justify either a price reduction or cancellation of the Agreement without first availing oneself of the measure of protection outlined in Article 43 m;

- (e) it is clear from the trader's statement or circumstances that he will not bring the digital content or digital service into conformity with the Agreement within a reasonable time or without undue inconvenience to the Consumer.
- (22) The reduced price must remain proportionate to the Agreement price as the value of the non-conforming digital content or digital service remains equal to the value of the conforming digital content or digital service. If the Agreement stipulates that the digital content or digital service is provided in parts or continuously, the price reduction must consider when the digital content or digital service remains non-conforming.
- (23) The Consumer may not withdraw from the Agreement if the digital content or digital service is supplied in exchange for payment of the price, and the lack of conformity of the digital content or digital service with the Agreement is insignificant.
- (24) After withdrawal from the Agreement, INPROGRESS may not use content other than personal data provided or created by the Consumer in the course of using the digital content or digital service provided by the Entrepreneur, except for content that:
- (a) are helpful only in connection with the digital content or digital service that was the subject of the Agreement;
 - (b) relate only to the Consumer's activity during the use of the digital content or digital service that was the subject of the Agreement;
 - (c) have been combined by the Entrepreneur with other data and cannot be disconnected without undue difficulty;
 - (d) were produced by the Consumer jointly with other consumers who can still use them.
- (25) INPROGRESS shall make available to the Consumer, at the Consumer's request and the Consumer's expense, within a reasonable time and in a commonly used machine-readable format, the content produced or provided by the Consumer in the course of using the digital content or digital service, other than personal data, except for the content referred to in paragraph 1 points 1-3.
- (26) INPROGRESS may demand the return of the tangible medium on which it delivered the digital content, within 14 days from receipt of the Consumer's statement of withdrawal from the Agreement. The Consumer shall return the medium immediately and at the expense of the Entrepreneur.
- (27) INPROGRESS shall not be entitled to claim payment for when the digital content or digital service did not comply with the Agreement, even if the Consumer used it before withdrawing from the Agreement.
- (28) INPROGRESS will be obliged to refund the price only in the part corresponding to the content or digital service that does not comply with the Agreement, and the digital content or digital service, the obligation to provide which has fallen due to withdrawal from the Agreement.
- (29) INPROGRESS will be obliged to refund the Consumer the price due to exercising the right to withdraw from the Agreement or reduce the price immediately, no later than within 14 days of receipt of the Consumer's statement of withdrawal from the Agreement or price reduction.
- (30) INPROGRESS will refund the price using the same method of payment used by the Consumer, unless the Consumer has expressly agreed to a different method of refund that does not involve any costs for the Consumer.
- (31) INPROGRESS may change digital content or digital service that is not necessary to comply with the Agreement only if the Agreement so provides and only for the legitimate reasons

indicated in that Agreement. However, the Entrepreneur may not change the digital content or a digital service delivered on a one-time basis. Implementing the change must not entail any costs on the part of the Consumer. INPROGRESS is obliged to inform the Consumer clearly and understandably about the change being made.

- (32) If the above change (referred to in Article 43p (1) of the Consumer Rights Act) materially and adversely affects the Consumer's access to or use of digital content or digital service, INPROGRESS shall be obliged to inform the Consumer sufficiently in advance on a durable medium about the characteristics and timing of this change and the right to terminate the Agreement. In such a case, the Consumer may terminate the Agreement without notice within 30 days from the date of the change referred to in Article 43p(1) or the notification of such change, if the notification was made later than the change. The Consumer does not have the right to terminate the Agreement if INPROGRESS has provided the Consumer with the right to retain, at no additional cost, the digital content or digital service following the Agreement, in an unaltered state.