

TERMS AND CONDITIONS OF SERVICE  
dated 2026/04/08

**§ 1 General Provisions and Definitions**

- (1) The Terms and Conditions define the conditions for concluding and performing agreements, in particular agreements for providing training services by INPROGRESS, as well as the complaint procedure and the conditions for providing other services and use of the Service.
- (2) Terms used in The Terms and Conditions mean:
  - (1) Terms and Conditions - means this document,
  - (2) INPROGRESS - means:
    - (a) in all cases concerning the functionality of the Services and in the case of all agreements concerning with Consumer including agreements concluded with Consumers for which payment is made using installment credit, as well as in the case of agreements concluded with entities applying through the Development Services Database (Polish Agency for Enterprise Development),: INPROGRESS Sp. z o.o. with its registered office in Kraków (31-351),. Katowicka 39, registered in the register of entrepreneurs kept by the District Court for Kraków Śródmieście in Kraków, XI Commercial Department of the National Court Register under KRS number 0000384161, TAX-ID: 6772357001, Contact for Polish-speaking customers: email: [szkolenia@inprogress.pl](mailto:szkolenia@inprogress.pl) ; phone: +48 12 3579579, , contact for English-speaking customers: email: [hello@inprogressplus.com](mailto:hello@inprogressplus.com) ; phone: +44 20 376 947 38,
    - (b) in the case of agreements concluded with entities that finance Trainings in at least 70% from public funds, referred to in Article 5(1) of the Act on Public Finances and also legal entities applying through the Development Services Database (Polish Agency for Enterprise Development): INPROGRESS Szkolenia Sp. z o.o. with the registered office in Kraków, Katowicka 39, 31-351 Kraków, entered in the register of entrepreneurs kept by the District Court for Kraków Śródmieście Kraków, XI Commercial Department of the National Court Register under the KRS number 0000427134, TAX-ID: 6772369990, email: [szkolenia@inprogress.pl](mailto:szkolenia@inprogress.pl) ; telephone: +48 12 3579579,
- (3) Website - means the websites: [www.inprogress.pl](http://www.inprogress.pl) rendered in Polish and <https://inprogressplus.com> rendered in English, performing informational functions, including presentation of Training Information and Inprogress Plus Subscription Information and allowing the User to communicate with INPROGRESS using its functionalities, including the ability to send Registration and Orders; depending on the address, the Website may offer various functionalities and services. The exact scope of available services is specified in the Terms and Conditions and presented directly on the Services pages,
- (4) Service Controller - means: INPROGRESS sp. z o.o. with its registered office in Kraków, 39 Katowicka Street, 31 -351 Kraków, registered in the register of entrepreneurs kept 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: email: [szkolenia@inprogress.pl](mailto:szkolenia@inprogress.pl) ; phone: +48 12 357 95 79, Contact for English-speaking customers: email: [hello@inprogressplus.com](mailto:hello@inprogressplus.com) ; phone: 00 (44) 20 376 947 38,

- (5) User - means an individual, legal entity, or organizational unit without legal personality that uses the Website or Application,
- (6) Training – means a training service provided as Open-Enrollment Training or Private Group Training, where Open-Enrollment Training means Training that may be commissioned by any Purchaser via the Service or outside of it, and Private Group training means Training provided for a group of Training Participants on the basis of a separate order placed by the Purchaser; the provisions contained in the Terms and Conditions relating to Training apply to both Open-Enrollment Training and Private Group Training, unless expressly stated otherwise; for Training commissioned outside the Service, the provisions of the Terms and Conditions apply accordingly; in cases specified in the Service or the Offer, Training also includes an exam; Training may be provided as in-person Training or as online Training; the provisions contained in the Terms and Conditions relating to Training apply to both in-person Training and online Training unless the Terms and Conditions provide otherwise; Training does not include training materials made available free of charge for information purposes via the Service, even if access to them requires registration or the provision of personal data,
- (7) Inprogress Plus Subscription - also referred to as Inprogress Plus Subscription, means the Service of: access to Open- Enrollment Training online, in the selected language version, as well as related training materials in electronic version, covered by the offer during the selected period,
- (8) Pilot Training - means a free training service provided as Open-Enrollment Training, which can be attended before the actual purchase of an Inprogress Plus Subscription,
- (9) Inprogress Application - means the mobile application "Inprogress" available in the Polish language for free download in Google Play (<https://play.google.com/store/apps>) and Apple App Store (<https://www.apple.com/app-store/>), as well as available in Polish and English through a web browser (<https://app.inprogress.pl/>), <https://inprogressplus.com/>) web application "Inprogress",
- (10) Purchaser – means a natural person, legal person, or an organizational unit without legal personality, registering a person or persons (themselves or third parties) for participation in Training, exam, or the Inprogress Plus Subscription,
- (11) Training Participant - means a person participating in a Training, Exam,
- (12) Consumer - means a User, Training Participant, or Purchaser who is an individual who uses the Service or orders a Training, or Inprogress Plus Subscription not directly related to his/her business or professional activity,
- (13) Subscriber - means an individual using an active Inprogress Plus Subscription service, assigned to the Service for its duration,
- (14) Inquiry – means an inquiry about private group training, open-enrollment Training, the Inprogress Plus Subscription, or an Offer, submitted to INPROGRESS in any form,
- (15) Order - means a statement of intent by the Purchaser submitted through the Inprogress Service or Application and its functionalities, or in writing, verbally or via email, in which the Purchaser declares that he/she is registering himself/herself or third parties for a Training, Inprogress Plus Subscription, or ordering additional services or Training materials,
- (16) Registration - means the Subscriber's declaration of intent made through the Inprogress Application, in which the Subscriber states that he/she is making an registration for the Training of his/her choice within the Inprogress Plus Subscription service,

- (17) Order Form - means a document according to the template provided or agreed upon by INPROGRESS, completed by the Purchaser and signed by persons authorized to bind the Purchaser on behalf of the Purchaser, forming the basis for the Order,
- (18) Order Confirmation - means an email message sent to the Purchaser constituting a confirmation of receipt of the Order by INPROGRESS, which, however, does not yet constitute a confirmation of the conclusion of the Training Services Contract or the Additional Contract,
- (19) Confirmation of Registration - means an email sent to the Purchaser confirming receipt of the Inprogress Plus Subscription Training enrollment,
- (20) Training Confirmation – means a message sent in electronic form together with the agenda of the Training and indication of the training date to the Purchaser or Training Participant by an INPROGRESS employee, constituting confirmation of the acceptance of the delivery of the Training, additional services, or an order for training materials;
- (21) Offer – means a document in which INPROGRESS proposes the scope and conditions of Private Group Training, which, however, does not constitute an offer within the meaning of the Civil Code,
- (22) Training Information - means the Open Training data posted on the Site; the Training Information does not constitute an Offer within the meaning of The Terms and Conditions nor an offer within the meaning of the Civil Code,
- (23) Inprogress Plus Subscription Information - means the data posted on the Service regarding the Inprogress Plus Subscription service; Inprogress Plus Subscription Information does not constitute an Offer within the meaning of the Terms and Conditions or an offer within the meaning of the Civil Code,
- (24) Contract for training services - means a contract within the meaning of the Civil Code specifying:
- (a) the conditions for the implementation of the Training (and in particular the subject of the Training, the place and date of the Training, the amount of the fee for the Training) are fixed in a document or documents, or
  - (b) Access to Online Training as part of an Inprogress Plus Subscription or terms and conditions of the Training Services Contract are expressed in the Terms and Conditions, Order, Registratin, Order Confirmation, Confirmation of Registration, Order Form, and Training Confirmation, and may be expressed in other documents, e.g., email correspondence,
- (25) Supplemental Contract - means an order for hard copy training materials with shipping, handbook, Exam or Exam repetition, recorded in a document or documents and accompanying the Training Services Contract; except for the provisions outlined in Exhibit 1 to the Terms and Conditions, whenever The Terms and Conditions refer to the Training Services Contract, it shall be understood to mean the Supplemental Contract; to the ordering of training materials or a handbook not accompanying the Training Services Contract, the provisions on the Training Services Contract shall apply accordingly,
- (26) Training Completion Certificate – a document confirming participation in the Training, which is awarded to Participants with a minimum attendance of 70% after completion of the Training, unless otherwise specified by the accreditor (in the case of PeopleCert portfolio Trainings, a document called “Certificate”, in the case of other Training provided by INPROGRESS, a document called “Certificate”),

- (27) Exam - means the Exam service offered as part of the Training, and, in cases indicated in the Service or the Offer, also the Service offered outside the Training.

## **§ 2 Conclusion and performance of contracts for training services**

- (1) The Training Service Agreement is concluded at the moment of the Training Confirmation in connection with the registration or organization of the Training, or at the moment of purchasing the Inprogress Plus Subscription. The conclusion of the training service agreement may be preceded by sending an Inquiry, Order, Order form, Offer, or arrangements between the Purchaser and INPROGRESS regarding the training conditions, following applicable law.
- (2) Providing the Purchaser's and Training Participants' data is voluntary; however, it is a condition for the conclusion and execution of the training service agreement.
- (3) Trainings are conducted by trainers selected by INPROGRESS according to the Training program and the detailed training agenda.

The detailed agenda of the Open-Enrollment Training and, if applicable, the Training location for in-person Training, is sent to the Purchaser or Training Participant at least 5 days before the scheduled start of the Open-Enrollment Training (unless the Training Service Agreement is concluded later).

A change in the agenda does not constitute an amendment to the Agreement. It may be made at the request of all training participants or at the initiative of the trainer conducting the Training to increase effectiveness or better tailor the Training to the group's needs.
- (4) If the Training program includes training materials (e.g., handbook), the Training Participant will receive the training materials after the Purchaser has paid all fees following the Training Service Agreement.
- (5) In exceptional cases concerning the unavailability of the previously selected trainer or Training location, INPROGRESS may propose a change of the Training location, schedule, date, or trainer, without prejudice to Consumer rights. Such changes may not concern the Training program, Training price, or other essential elements of the Training Service Agreement.
- (6) There is a limit on the number of places for in-person Training, online Training, participation is determined on a first-come, first-served basis.
- (7) Upon completion of the Training, the Training Participant will receive a Certificate of Completion of Accredited Training. Upon completion of the Training Participant will receive a certificate of Completion of Skills Expansion Training. For Trainings purchased with an exam or Exams, the Training Participant will receive the Certificate within 6 weeks from the Exam date, provided a positive Exam result is obtained and the Purchaser has paid all fees following the Training Service Agreement.
- (8) The Training Participant may take part in a Pilot Training, which is free of charge. The Pilot Training is for demonstration and promotional purposes before purchasing and starting the proper Inprogress Plus Subscription service. The Pilot Training is not a demo version but a proper Training service delivered by INPROGRESS after purchasing the Inprogress Plus Subscription or Training.

INPROGRESS does not guarantee the continuous availability of the Pilot Training. The Pilot Training may be organized at the discretion of INPROGRESS.

- (9) The Training Service Agreement is implemented by INPROGRESS, including its employees, associates, and subcontractors, for whose acts and omissions INPROGRESS is liable as if it were its own.

### **§ 3 Inprogress Plus Subscription**

- (1) Purchasing an Inprogress Plus Subscription is made through the Website's functionality by placing an Order or through the Inprogress Application.
- (2) As part of the Inprogress Plus Subscription, the Purchaser receives, on the terms and conditions set forth below, access to the Online Training and the related training materials in electronic version, covered by the Subscription during the subscription period, subject to the exclusions specified in this section.
- (3) The duration of the Inprogress Plus Subscription is determined when it is purchased.
- (4) The start date of the Service is determined when it is purchased.
- (5) The language in which Inprogress Plus Subscription training is delivered is determined when the Subscription is purchased.
- (6) Under the Inprogress Plus Subscription, each Training from the Open Training offer can be completed only once.
- (7) Participation in the first Training under the Inprogress Plus Subscription is possible after the payment has been credited to the INPROGRESS bank account for the Service following the provisions outlined in §2 Payment Terms of Appendix No. 1 or No. 2.
- (8) Inprogress Plus Subscription includes Online Training. You may take advantage of the Trainings included in the Open - Enrollment Training offer on the date of purchase of the Inprogress Plus Subscription, as well as additional or replacement Online Trainings included in the offer during the Inprogress Plus Subscription period excluding training courses in the field of TOGAF® Enterprise Architecture (TOGAF EA), regardless of their form, level, mode of delivery (online, classroom-based, or hybrid), or the naming used in the offering. The Open Training offer available on the date of purchase of the Inprogress Plus Subscription may change during the Inprogress Plus Subscription period (INPROGRESS reserves the right to add Training) concerning the Training available on the date of purchase of the Inprogress Plus Subscription. Each of the Online Trainings included in a 6-month or 12-month Inprogress Plus Subscription will be completed at least once during the Inprogress Plus Subscription period.
- 8a. Training in the field of TOGAF® Enterprise Architecture (TOGAF EA) are not included in the Inprogress Plus Subscription and require entering into a separate agreement and payment of an additional fee in accordance with the current price list. The exclusion referred to above shall apply regardless of the availability of places in a Training and irrespective of whether the given Training is included in the Open-Enrollment Training offering.
- (9) Enrollment in Online Training courses that must be completed with a mandatory Exam additionally requires payment of the Exam fee. The list of Online Trainings that must be completed with a mandatory Exam, and the Purchaser must additionally cover the Exam fee if he or she attends the Training, can be found on the Service and is determined at the time of enrollment in the Training under the Inprogress Plus Subscription. Exam fees may be subject to change independently of the price of the Inprogress Plus Subscription. Any change in the amount of Exam fees shall not constitute an amendment to the Inprogress Plus Subscription Contract for training services, shall not

affect its terms and conditions, nor the amount of fees payable under the Inprogress Plus Subscription.

- (10) Enrollment in the selected Training indicated in the Service is subject to the purchase of additional materials for the Training. The list of these Trainings is specified at the time of purchase and enrollment.
- (11) The Inprogress Plus Subscription is possible only after creating a User Account using the Web Application or mobile Application. The rules of use of the Inprogress Application are outlined in the "Terms and Conditions of the Inprogress Application" available on the Websites, as well as after downloading the mobile Inprogress Application or by visiting <https://app.inprogress.pl/login/>, <https://app.inprogressplus.com/>.
- (12) The Training Participant submits an Registration for the selected Online Training via the Web or Mobile Application, then receives a Confirmation of Registration. Participation in the Online Training is possible after the Purchaser receives the Training Confirmation.
- (13) When purchasing an Inprogress Plus Subscription, the Purchaser specifies a Training Participant; the Purchaser may be a Training Participant. It is not possible to change the Training Participant during Inprogress Plus Subscription.
- (14) It is not permissible to share access to the Online Training and other elements of the offers with third parties.
- (15) It is allowed to make a maximum of two Registrations for Trainings conducted even partially simultaneously. In this case, the Training Participant is required to select the priority Training. If the Training marked as priority is confirmed and the Training Participant is on the main list for this Training, the remaining Registration (non-priority) is cancelled. If a Training marked as non-priority is confirmed and the Training Participant is on the main list for that Training, the Training Participant will be informed immediately, no later than before the start of the Training. Regardless of the priority of a given Training, if the Training Participant confirms their participation in one of the two Trainings, the remaining Registration will be canceled.
- (16) A Training Participant may not enroll in an Online Training that ends later than the last day of the Subscription period.
- (17) Enrolling in up to two Trainings conducted on the same date or overlapping dates is permissible, as long as none of these Trainings are confirmed and the Training Participant is not on the list of Training Participants of the Confirmed Training.
- (18) It is permissible to register for a maximum of two Training courses of the same scope and level, regardless of whether it is a registration for the main or reserve list.
- (19) There is a seating limit on Inprogress Plus Subscription Online Trainings. Enrollment in the Online Training is determined on a first-come, first-served basis.
- (20) Enrollment in the Online Training obligates the Training Participant to a minimum of 70% attendance at the Training, unless otherwise specified by the accreditor, to complete the Training. Upon completing the Online Training, the Training Participant will receive a Certificate of Completion in electronic form.
- (21) The Inprogress Plus Subscription Fee does not include refreshments, lunch, a hard copy Certificate of Completion of Training, Exam, or any other goods or services that the Supplemental Contract may cover.

- (22) As part of the Inprogress Plus Subscription, the Purchaser may receive additional benefits, the scope of which is determined at the time of its Purchase and in the Inprogress Plus Subscription Order Confirmation.
- (23) The Inprogress Plus Subscriber will be awarded a digital badge called Inprogress+ Digital Badge at the commencement of the Inprogress Plus Subscription, if he/she gives his/her consent when ordering the Subscription through the Web Service or the Application, and at the end of the Inprogress Plus Subscription, if the consent during the Subscription has not been withdrawn. Badges will be awarded up to 14 days from the start and up to 14 days from the end of the Subscription. Consent is completely voluntary, and does not affect the quality of the services provided, but is necessary to award the Inprogress Plus Digital Badge.

#### **§ 4 Inprogress Application**

- (1) The Purchaser, user, and Training Participant can use the Inprogress App in the mobile version available in Polish for free download from Google Play (<https://play.google.com/store/apps>) and Apple App Store (<https://www.apple.com/app-store/>), as well as in the web version available in Polish and English via a web browser at: <https://app.inprogress.pl/> and <https://app.inprogressplus.com/>.
- (2) The rules for using the Inprogress App, as well as information on the rules for personal data processing and confidentiality, are specified in the "Inprogress App Terms and Conditions", constituting Appendix No. 7, available:
- in Polish after downloading the mobile Inprogress App,
  - in Polish after accessing <https://app.inprogress.pl/login/>,
  - in English after accessing <https://app.inprogressplus.com/login/>,
  - in Polish on the Website at <https://inprogress.pl/regulaminy/>,
  - in English on the Website at <https://inprogressplus.com/terms-and-conditions/>, as well as in Appendix No. 4: Information on the rules for personal data processing. The rules for consumer withdrawal from the agreement, filing complaints by the Consumer, consumer protection in the event of non-compliance of goods with the agreement, and the rules for performing the agreement for the provision of digital content or digital services are specified in particular in § 3–6 of Appendix No. 1 to the Terms and Conditions: Detailed rules for concluding and performing agreements with consumers.

#### **§ 5 Protection of training materials and other data**

- (1) Training materials and the manual provided to the Purchaser or Training Participants constitute works within the meaning of the Law on Copyright and Related Rights. The provision of training materials or the manual by INPROGRESS does not constitute a transfer of copyright or the granting of any license to use the training materials or handbook. Use of training materials or the handbook in a scope broader than specified in the Terms and Conditions on permitted use of protected works requires a separate consent of the authorized entity. Transferring training materials or a handbook entitles you to use the training materials and the handbook for the Training or Exam. Using the right of quotation requires transferring information about the creator and source of the training materials and the handbook.

- (2) INPROGRESS informs that 1) the use of personal data of other Training Participants by the Training Participants requires the consent of the persons concerned, 2) the data disclosed by the Training Participants constituting company secrets are subject to protection and their further use requires the consent of the persons concerned, and 3) the information, data and Training materials provided to the Training Participants by INPROGRESS are subject to protection, and their use for a purpose other than that covered by the training services agreement requires the consent of INPROGRESS.
- (3) All content posted on the Service belongs to INPROGRESS and is protected by copyright. PRINCE2®, PRINCE2 Agile®, MSP®, MoP®, P3O®, P3M3®, ITIL®, M\_o\_R®, DEVOPS INSTITUTE®, and the Swirl logo are registered trademarks of the PeopleCert group, used under license from PeopleCert. All rights reserved. COBIT® is a trademark of ISACA® registered in the United States and other countries. All rights reserved. The COBIT 5 logo is a registered trademark of ISACA®. APMG-International Agile Project Management, Agile Business Analysis, Change Management, AgilePgM, Facilitation, Change Analyst, and the Swirl Device logo are trademarks of APM Group Limited used with the permission of APM Group Limited. All rights reserved. AgilePM®, AgileBA®, AgilePgM®, and DSDM are registered trademarks of Agile Business Consortium Ltd. All rights reserved. SAFe® is a registered trademark of Scaled Agile, Inc. DTMethod® is a registered trademark of INPROGRESS Sp. z o.o. The Inprogress Design Lab logo is a registered trademark of INPROGRESS Sp. z o.o. Praxis Framework™ is a trademark of Praxis Framework Ltd. All rights reserved. PMI®, PMBOK®, PMP®, CAPM®, and PMI-ACP® are registered trademarks or trademarks of the Project Management Institute. IREB® and CPRE® are registered trademarks of the International Requirements Engineering Board. ISTQB® is a registered trademark of the International Software Testing Qualifications Board. SCRUMstudy Agile Master Certified (SAMC™), Scrum Product Owner Certified (SPOC®), Scrum Developer Certified (SDC®), and Scrum Master Certified (SMC®) are registered trademarks of SCRUMstudy. TOGAF® is a registered trademark of The Open Group. OCUP™, OCUP 2™, and the OCUP Logo™ are trademarks of The Object Management Group. All rights reserved. Copyright © DevOps Institute. (DOFD)® is a registered trademark of the DevOps Institute. All rights reserved. House of PMO Essentials for PMO Administrators™ is a House of PMO Limited trademark. All rights reserved. IIBA® is a registered trademark of the International Institute of Business Analysis. ECBA™ is a trademark of the International Institute of Business Analysis™ (IIBA®). This certification mark is used with the permission of the International Institute of Business Analysis. Applying Professional Scrum™, Applying Professional Scrum for Software Development™, Professional Agile Leadership – Evidence Based Management™, Professional Scrum Facilitation Skills™, Professional Scrum Master™, Professional Scrum Master - Advanced™, Professional Scrum Product Backlog Management Skills™ and Scrum.org™ are trademarks of Advanced Development Methods, Inc., d/b/a Scrum.org. The Open Group Certification Mark is a trademark of The Open Group®. The Open Group® and TOGAF® are registered trademarks of The Open Group.

## **§ 6 Participation rules for persons registered via the Development Services Database**

- (1) Purchasers who have registered the Training Participant for the Service via the Development Services Database (Polish Agency for Enterprise Development), whose

funding does not cover the full value of the Service, are obliged to pay the outstanding amount before the commencement of the service provision. A prerequisite for participation in the Service is the prior posting of this payment.

- (2) If the Training Participant takes part in the Training and, due to their fault, the funding from the Development Services Database is not granted or is withdrawn (e.g. due to failure to meet formal requirements, absence, lack of required documents, insufficient attendance, failure to deliver the Service within the proper date indicated in the card in the Development Services Database, or other negligence), the Purchaser is obliged to reimburse the full cost of the Service to INPROGRESS.

### **§7 Annexes to The Terms and Conditions**

(1) The Terms and Conditions include the following Annexes, which are an integral part of The Terms and Conditions:

1. Appendix No. 1 Detailed rules for the conclusion and performance of contracts with Consumers,
2. Appendix No. 2 Detailed rules for the conclusion and performance of contracts with non-consumers,
3. Appendix No. 3 Rules for the conclusion of the Newsletter service agreement and the policy of cookies and other marketing techniques and social media plug-ins,
4. Appendix No. 4 Information on the principles of personal data processing,
5. Appendix No. 5 Template of declaration on the withdrawal from the Agreement by the Consumer specimen,
6. Appendix No. 6 Template of complaint application specimen by the Consumer.
7. Appendix No. 7 Terms and Conditions of the Inprogress Application

### **§ 8 Final provisions**

- (1) INPROGRESS introduces the Terms and Conditions for an indefinite period.
- (2) Amendments to the Terms and Conditions shall have no effect concerning previously executed Contracts for the provision of training services or other contracts if the Purchaser or the User has not agreed to them.
- (3) No provision of the Terms and Conditions is intended, understood, or shall be applied as limiting the rights or standard of protection of Consumers.
- (4) The law applicable to all contracts specified in The Terms and Conditions is Polish law, subject to the mandatory provisions of the law of the country of the consumer's residence and any disputes, if any, shall be settled by the common courts having jurisdiction over the registered office of INPROGRESS.