

## Regulations for participation in Lean Idea certified training courses

### §1 Definitions

- 1) **Rules and Regulations** - means this document;
- 2) **Organizer** - Lean Idea Alicja Domachowska, registered in CEIDG under the name of Lean Idea with its registered office in Gdansk, 11 Cyprysowa Street, 80-175 Gdansk, NIP 9570367535, REGON 220807471,
- 3) **Participant** - natural persons of full legal age, legal persons and organizational units without legal personality, who conclude with the Organizer an agreement for participation in the training courses referred to in §2;
- 4) **Consumer** - a consumer within the meaning of Article 221 of the Civil Code, as well as a natural person who concludes an agreement directly related to his/her business activity, when the content of the agreement indicates that it does not have a professional character for that person, resulting in particular from the subject of his/her business activity, made available on the basis of the provisions of the Central Register and Information on Business Activity,
- 5) **Open training** - a training service provided by Lean Idea in which any person may participate, subject to the submission of an application and availability of seats;
- 6) **Force majeure** - one or more events unforeseeable at the date of conclusion of the training participation agreement, i.e. :fire, storm, flood and other natural disasters or extreme adverse weather conditions, terrorist activities, strikes, lockouts or other causes or circumstances beyond the reasonable control of the Organizer.

### §2 Rules of participation

- 1) Application for participation in the selected training is made by completing the online form at <http://www.leanidea.pl>. Applications will be accepted only if the Organizer has free places. In case of lack of free places, the Organizer reserves the right to refuse to accept the application.
- 2) The application should be made by the Participant or a person authorized to represent the Participant and should indicate in its content a person for direct contacts;
- 3) Upon receipt by the Organizer of a properly completed application form for the training course, the Participant will be informed at the e-mail address indicated by him/her in the application form about the acceptance of participation and payment for participation in the training course (pro-forma invoice);
- 4) The condition for participation in the training is payment (no later than 21 working days before the start of the training) to the bank account in mBank: 47 1140 2017 0000 4202 1004 3281 with a note: name and date of the training;
- 5) Receipt by the Organizer of a properly completed application form and timely payment of the fee in the amount indicated by the Organizer to its bank account are tantamount to the conclusion of an agreement for participation in the training between the Organizer and the Participant under the terms of the Regulations.
- 6) The Organizer reserves the right to refuse to accept an application without giving any reason;
- 7) Lack of payment indicated in the information referred to in paragraph 4 is not tantamount to resignation from participation in the training;
- 8) Participant may resign from participation in the training course under the terms of §4;

### §3 Costs of participation in the training course and terms of payment

- 1) Prices for participation in the training are included in the Application Form;
- 2) The prices stated in the Application Form are net prices to which value added tax will be added in accordance with applicable laws. The Participant will be notified of the gross price to be paid for participation in the training course by e-mail to the address provided in the application form;
- 3) The Organizer may grant an additional discount to the Participant in particularly justified cases.
- 4) The fee for participation in the training includes the following benefits: the cost of conducting classes, training materials, training room rental, coffee breaks, lunch break, certificate of participation in the training and other organizational costs.
- 5) All payments shall be made only non-cash to the Organizer's bank account.
- 6) Invoices shall be issued at the request of the Participant within the period prescribed by law.
- 7) The day on which the Organizer receives the fee for participation in the training is considered to be the day on which the fee is credited to the Organizer's bank account.

#### §4 Resignation from participation

- 1) A participant who has applied for participation in a training course has the right to resign from participation in the training course without giving any reason, according to the rules set forth in §4 item. 2 subject to the right of withdrawal referred to in §6 below.
- 2) The participant may resign from the training course by sending a written resignation to the e-mail address: leanidea@leanidea.pl within no less than 7 working days before the training start date. In such a situation, the participant is entitled to a refund of 50% of the training participation fee paid;
- 3) In the event of cancellation of the training course within less than 7 working days prior to the scheduled date of commencement of the training course, the participant shall not receive a refund of the fee paid for participation in the training course;
- 4) In case of cancellation of the training by the Organizer, the participant has the right to a refund of 100% of the paid price for the training, or participation in the training on another date set by the Organizer;
- 5) In the event of failure to notify resignation from participation in the training under the rules referred to in paragraph 2, the participant may be charged the full fee for the training calculated taking into account the costs specified in §3;
- 6) No later than 7 days before the beginning of the training course, the Participants indicated in the application form may be replaced by sending to the Organizer a statement containing the personal data required by the Application Form of the Participants who will not participate in the training course and the personal data of the Participants taking their place;

#### §5 Cancellation or rescheduling of the training course

- 1) The Organizer reserves the right to cancel the training course or change its date;
- 2) In the event of cancellation or rescheduling of the training, the Organizer undertakes to immediately notify the Participants of the changes made;
- 3) In the event of cancellation of the training, the Organizer will refund the Participants and the participation fee paid within 3 (three) working days from the date of sending the notification to the Participant about the cancellation of the training;

#### §6 Withdrawal from the contract (applies to consumer contracts)

- 1) In accordance with the provisions of the Act of May 30, 2014 on Consumer Rights, the Consumer has the right to withdraw without giving any reason and without incurring costs from the agreement concluded with the Organizer within 14 days from the date of its conclusion. Sending the statement before the deadline is sufficient to meet this deadline;
- 2) The Consumer is not entitled to withdraw from the Agreement in the case of the provision of Services Training Services commenced, with the consent of the Consumer given before the expiration of the 14-day period for its withdrawal;
- 3) The declaration of withdrawal from the Agreement may be made in any way, however, providing the Organizer with an opportunity to learn its content. In particular, the statement may be made in writing or sent electronically to the Organizer's address;
- 4) The organizer shall immediately, but not later than within 14 (fourteen) calendar days from the date of receipt of the statement of withdrawal from the contract, will return all payments made by the Consumer;
- 5) The Organizer will refund the payment using the same method of payment used by the Consumer, unless the Consumer has expressly agreed to another way of return that does not involve any costs for him;

#### §7 Complaints and liability of the Organizer

- 1) All complaints should be reported to the Organizer in writing by registered mail to the address of the Organizer's registered office or to its e-mail address within 14 days from the date of completion of the training;
- 2) Complaints sent after the above deadline will not be considered;
- 3) The complaint should contain the name, surname or name and mailing address of the complainant, as well as a description of the basis of the complaint. In addition, the complaint should include a demand for specific behavior by the Organizer;
- 4) Complaints described above will be considered by the Organizer within 14 days of receipt. The Participant will be informed of the manner in which the complaint will be considered by regular mail or at the indicated e-mail address;

- 5) The Organizer is not responsible for the interruption, suspension, distortion, quality and other technical parameters of electronic or telephone connections and the effectiveness of electronic or telephone message delivery;
- 6) The Organizer is not responsible for the actions of the Polish Post, including, in particular, for the delivery and timeliness of delivery of parcels (packages and letters);
- 7) The Organizer does not cover insurance costs of the Participants;
- 8) If the training does not take place for reasons beyond the control of the Organizer, the Participant is not entitled to compensation;
- 9) The Organizer is not responsible for the Participant's inability or any impediment to participate in the training due to reasons beyond the Organizer's control;
- 10) The Organizer is not responsible for the Participants' belongings that may be lost, destroyed or stolen during the course of the training;

#### §8 Personal data protection

- 1) The Organizer is the administrator of personal data;
- 2) When placing an order, the Participant consents to the processing of his/her personal data by the Organizer. Provision of personal data by the Participant is voluntary; however, lack of consent to the processing of personal data by the Organizer may prevent the Participant from making purchases or providing electronic services. The user is responsible for providing false personal data;
- 3) The Organizer processes the Participant's personal data for the purpose of concluding agreements with the Participant and providing services remotely and electronically, and if the Participant gives separate consent, also for marketing purposes, including in particular sending the Participant commercial information electronically;
- 4) The Organizer shall ensure that personal data is processed in accordance with the principles set forth in the Personal Data Protection Act of May 10, 2018 (Journal of Laws of 2018, item 1000) and in accordance with the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free flow of such data and repealing Directive 95/46/EC (RODO);
- 5) In the cases and under the terms of generally applicable laws, the Participant has the right to request that his/her personal data be supplemented, updated, rectified, temporarily or permanently suspended or deleted if it is incomplete, outdated, untrue or has been collected in violation of the law or is no longer necessary for the purpose for which it was collected, and has the right to request that the processing of his/her personal data be discontinued and that it be deleted;
- 6) Participants' data may be made available to entities entitled to receive them under applicable laws, including the relevant judicial authorities;

#### §9 Final Provisions

- 1) The Regulations are available at the Organizer's headquarters and on the website [www.leanidea.pl](http://www.leanidea.pl).
- 2) The Organizer reserves the right to verify whether Participants meet the conditions specified in the Regulations. For this purpose, the Organizer may request the Participant to submit specific statements, provide specific data, or present specific documents.
- 3) Any disputes and claims related to participation in the training will be resolved by the competent common court for the Organizer.
- 4) Matters not regulated in these Regulations are subject to the generally applicable provisions of Polish law, in particular: the Civil Code; the Act on the Provision of Electronic Services; the Consumer Rights Act; the Personal Data Protection Act.