

TERMS AND CONDITIONS FOR TRAININGS by J.S. Hamilton Poland Sp. z o.o.

§ 1 ORGANIZER

The organizer of the training is J.S. Hamilton Poland Sp. z o. o., ul. Chwaszczyńska 180, 81-571 Gdynia entered into the Register of Entrepreneurs kept by the DISTRICT COURT OF GDAŃSK-PÓŁNOC in GDAŃSK, VIII COMMERCIAL DEPARTMENT OF THE NATIONAL COURT REGISTER, KRS: 0000778120, Share capital: PLN 6,891,700.00.

§ 2 TRAININGS

1. The organizer conducts stationary and online training in the scope and dates described in detail in the training offer available at <http://www.hamilton.com.pl>
2. The training offer specifies: the price of the training, subject, program, date, form and place of the training.
3. Participant of the training - Person/Persons indicated by the employer or Private persons.
4. Ordering Party - employer of the training Participant.

§ 3 PARTICIPATION APPLICATION

1. The condition for participation in the training is the availability of free places and sending the application by the Ordering Party via the Organizer's website at <http://hamilton.com.pl> or by means of a scan of the application form document:
 - by e-mail to the following address: szkolenia@jsh.com.pl
 - by fax: +48 58 766 99 01.

The written application is completed by the Ordering Party, and after printing it is signed by persons authorized by the Ordering Party to incur financial obligations.

2. Sending the form means the acceptance of the conditions of participation contained in these Terms and Conditions.
3. The Organizer reserves the right to refuse to accept the application if the list of Participants at the given date of the training is already closed or in the case of the Organizer's internal regulations resulting from the ban on providing training services to competing companies.
4. Booking a training date does not mean the participants has been accepted for the training.
5. Not later than 7 calendar days before the start of the training (one week before the training), the Organizer will send to the Persons who have expressed their willingness to participate in the training, a confirmation of participation along with additional organizational information regarding the training.

§ 4 ONLINE TRAININGS

1. The condition for participating in the online training is sending a completed application form.
2. After receiving the application, the Ordering Party will receive a link entitling to participate in the training along with additional organizational information and technical instructions.
3. It is forbidden to copy and share the link enabling participation in the online training to persons not indicated by the Ordering Party.
4. J.S. Hamilton Poland Sp. z o.o. declares that the entire content of the training available after logging into the platform is subject to copyright. It is forbidden to record, copy, reproduce, forward the content and login data without the consent of the copyright owner.
5. J.S. Hamilton Poland Sp. z o.o. is not responsible for any technical problems on the part of the Participant that will prevent him or her from participating in the training in whole or in part (no camera, speakers, microphone and no Internet access), as well as for disruptions, including

interruptions in the functioning of the platform on which the training takes place meeting

caused by force majeure, unauthorized actions of third parties or incompatibility of the platform with the IT infrastructure of the Ordering Party.

§ 5 TRAINING PRICES AND PAYMENT TERMS

1. The price of the stationary training includes: participation in the training, written or electronic training materials, training completion certificate or specialist certificate, costs of meals (coffee breaks and/or lunch) and accommodation costs, if the Participant declared that the accommodation was booked by the training projects department.
2. The price of the online training includes: participation in the training, written or electronic training materials, training completion certificate or specialist certificate.
3. If the participant is interested in accommodation during the course, the cost of accommodation will be added to the price of the training.
4. The training prices provided in the open training schedule are net prices in Polish zlotys. 23% VAT should be added to the price of training, except for cases of financing employee education from public funds in accordance with the provisions of art. 5 section 1 of the Act of August 27, 2009 on public finances.
5. The Organizer does not ensure the Participant's transport to the place of training.
6. A VAT invoice is issued and handed over to the Participants after the training is completed.
7. Payment should be made within 14 calendar days from the date of issuing the VAT invoice, unless the parties have agreed on a different payment date. The date of payment shall be the date of crediting the Organizer's bank account with the amount due.
8. Payment for the training should be made by bank transfer to the bank account number indicated on the VAT invoice.
9. New Customers of J.S. Hamilton pay for the first 2 transactions based on a prepayment based on a Proforma Invoice, while for Natural Persons this method of payment applies to all transactions.
10. The Ordering Party authorizes J.S. Hamilton Poland Sp. z o.o. to issue a VAT invoice without the recipient's signature.

§ 6 DISCOUNTS TO THE TRAINING PRICE

1. The prices of trainings in packages are covered by a 10% discount.
2. Resignation from one of the trainings in the package is associated with the loss of a 10% discount on trainings in the package.
3. A participant using a training package has the right to replace the training with another from the training schedule available at www.hamilton.com.pl with a 10% discount. In this case, after the completion of the training, the Participant is issued a certificate of completion of the training instead of the Specialist's certificate.
4. The participant may create a training package on his own, provided that the package contains min. 3 trainings selected from the list of trainings in the schedule. The prices of training in the package will be covered by a 10% discount.

§ 7 RESIGNATION FROM PARTICIPATION, WITHDRAWAL FROM THE AGREEMENT

1. Withdrawal from the Agreement should be sent in the form of a fax or e-mail to the Organizer.
2. If the Organizer receives a written statement on resignation from the training no later than 8 calendar days before the date of the training, the Ordering Party is entitled to a refund of the amount paid.
3. In the event of resignation from the training by the Ordering Party later than 8 calendar days

before the start date of the training, or failure to participate in the training, the Organizer is entitled to full remuneration, as for a properly performed training, any previously paid amounts are not refundable, and the Ordering Parties are obliged to pay the VAT invoices delivered to them after the end of the training, as if they had taken part in it.

4. The parties' liability for lost profits is hereby excluded.

§ 8 CHANGES TO THE DATE OF THE TRAINING OR CANCELLATION OF THE TRAINING

1. The organizer reserves the right to change the date and place of the training.
2. The Organizer reserves the right to cancel the training if the minimum number of people specified by the Organizer for a given training is not registered.
3. If the training is canceled by the Organizer, the Organizer will return the amount paid by the Ordering Party in full to the bank account number indicated by the Ordering Party or will propose participation in the training on a different date.
4. The Organizer reserves the right to modify the training program or change the trainer, about which he will inform the Ordering Party at least three working days before the date of the training. In such a case, the Ordering Party may resign from the training and receive a refund of the prepayment, without the obligation to cover the costs of the training.
5. The Ordering Party who registers the Participants of the training has the right to change the Persons delegated to the training until its commencement. The change should be made in the same written form.

§ 9 COMPLAINTS

1. The Ordering Party may make a complaint by submitting a statement to the Organizer in the form of a registered letter, fax or e-mail within 30 calendar days from the date of completion of the training.

§ 10 PHOTOS AND RECORDINGS OF TRAININGS

The consent of the instructor is required to take photos or record the training.

§ 11 COPYRIGHT

J.S. Hamilton Poland Sp. z o.o. declares that the entire content of the training is subject to copyright. It is forbidden to record, copy, reproduce, forward the content and login data without the consent of the copyright owner.

§ 12 PROTECTION OF PERSONAL DATA

1. Information about the Personal Data Administrator.
The administrator of Personal Data as part of the organized training is J.S. Hamilton Poland Sp. z o. o. with its registered office in Gdynia, ul. Chwaszczyńska 180, 81-571 Gdynia, with NIP 5860006039, REGON 002893048, KRS 0000457421.
2. Information about the Data Protection Officer.
The administrator has appointed a Data Protection Officer, with whom you can contact in matters regarding the processing of your personal data or the exercise of your rights by post to the following address: J.S. Hamilton Poland Sp. z o. o., ul. Chwaszczyńska 180, 81-571 Gdynia; via e-mail: iodo@jsh.com.pl
3. Information about recipients of personal data.
Your personal data may be disclosed to the following categories of recipients:
 - a) authorized employees and associates of J.S. Hamilton Poland Sp. z o. o.,

- b) entities providing services to J.S. Hamilton Poland Sp. z o. o. including: legal, marketing, job placement, postal and courier, IT services.
 - c) Companies from our capital group and public authorities or other entities that process personal data on behalf of the administrator, while maintaining the security of personal data processing in accordance with Art. 28 of the GDPR Regulation.
4. Information about the purposes and legal grounds for the processing of personal data:
- a) Your personal data as training participants are processed for the purpose of organizing and coordinating both stationary and online trainings (webinars).
 - b) Your personal data in this process is processed on the basis of the law in the scope of performance of obligations, performance of a compact contract for the provision of training services and in the so-called legitimate purpose, i.e., presenting the offer of own products and services in direct contact and for statistical purposes and regarding the quality of training services provided pursuant to art. 6 section section 1f of the GDPR.
 - c) Your personal data as a webinar participant may also be published in the form of video recordings (chats) for promotional purposes, but the basis for data processing is art. 6 section section 1a of the GDPR.
 - d) pursuant to Art. In the remaining scope, providing personal data is voluntary, however, failure to provide them may make it difficult or in extreme cases impossible to provide the training service. Your personal data in this process may be entrusted to external entities participating in the training process, however, we would like to point out that these entities remain under constant supervision of the company and ensure at least the same level of personal data security. In addition, your data may be made available to data recipients (e.g., organizers of stationary training facilities), about which you will be informed by these recipients themselves.
5. Information about the period of personal data processing.
- Personal data obtained in the training process will be stored for 6 years from the last action on personal data in connection with participation in the training. After this time, your data will be removed from the Administrator's resources. In the event of processing personal data based on your consent, the data will be processed for a specific purpose until it is withdrawn. Withdrawal of consent will not affect the lawfulness of the processing carried out before its withdrawal.
6. Information about the obligation to provide data.
- Providing personal data in this process is obligatory to the extent required by law (e.g., certified training), and failure to provide data may result in the inability to provide training services.
7. Information on the rights of persons whose data is processed.
- The data subject may exercise the following rights against the controller:
- a) request access to your personal data and to correct them (Art. 15 and Art. 16 of the GDPR),
 - b) request restriction of the processing of its data in the situations and on the terms set out in art. 18 GDPR or to delete them in accordance with Art. 17 GDPR ("right to be forgotten"),
 - c) withdrawal of consent at any time without giving reasons and affecting the lawfulness of the processing, which was made on the basis of consent before its withdrawal,
 - d) lodge a complaint with the supervisory body – the President of the Data Protection Office (ul. Stawki 2, Warsaw).
- In the remaining scope, due to the lack of fulfillment of the conditions set out in the provisions of the GDPR, the rights will not be exercised.

8. Information on automated data processing, including profiling.
Your personal data will not be used for automated decision making, including profiling.
9. Information about transfers outside the European Economic Area.
Your personal data will not be transferred to third countries, i.e., outside the European Economic Area.

§ 13 VALIDITY AND CHANGES TO THESE TERMS AND CONDITIONS

1. These Terms and Conditions are in force from February 13, 2023.
2. Amendments to the Terms and Conditions come into force on the date indicated by the Organizer of the training, not shorter than 30 calendar days from the date of making them available on the website <http://hamilton.com.pl>
3. The change in the Terms and Conditions does not affect the terms of sale of the services offered and the terms of promotional campaigns regarding applications sent before the date of entry into force of such a change.

Training Projects Department
J.S. Hamilton Poland Sp. z o.o.
81-571 Gdynia
ul. Chwaszczyńska 180

Version 8, February 13, 2023