

GENERAL TERMS AND CONDITIONS OF PROVIDING SERVICES

1. GENERAL INFORMATION

- 1.1. These General Terms and Conditions of Providing Services (GTC) relate to the services provided by CFA Society Poland, an association with its registered office in Wrocław, address: Komandorska 118/1120, 53-345 Wrocław, entered into the Register of societies, other community and professional organizations, foundations, and public health care facilities, maintained by the District Court for Wrocław-Fabryczna in Wrocław, VI Commercial Division of the National Court Register under No. KRS 0000222537, having Tax ID No. (NIP) 8992528090, statistical ID No. (REGON) 120538258 (CFA).
- 1.2. The subject of these GTC is defining the terms and conditions of collaboration of the Parties in the matter of participation of entity using training services provided by CFA (Client) and persons appointed by the Client in the training/trainings selected by the Client from the catalogue of trainings offered by the CFA, executed according to the programs defined by the CFA, at the time and venue indicated by the CFA. Detailed description of individual trainings is available at the internet website of the CFA: www.events.cfapoland.org.

2. ORGANIZATION OF TRAININGS

- 2.1. Persons appointed by the Client participate in the trainings organised by the CFA based on the filled-in registration form available at the following address: www.events.cfapoland.org or based on the registration form sent by the Client to the indicated e-mail address. Training registration form includes at least the name of selected training, its date, venue and a list of persons delegated as training participants.
- 2.2. The CFA undertakes to guarantee the persons appointed by the Client a place at the given training, provided at the time of receipt of training registration form, the number of available places is sufficient. Where no places are available, the CFA undertakes to immediately, after receipt of registration form, inform the Client about this fact.
- 2.3. The CFA reserves the right to change the time or cancel the training. If this is the case, the Client will be informed about the fact of change of training date no later than 7 business days prior to the original date of training commencement. Where the new date of the training is not suitable for the Client, the CFA will be immediately informed about this fact by the Client, and the submitted training registration form will not be binding.
- 2.4. The CFA undertakes to conduct training in accordance with the prepared program.
- 2.5. The CFA undertakes to carry out training with due care and to the best of its professional knowledge.
- 2.6. The CFA undertakes to keep professional secrecy and confidentiality of all Client-related information and documents obtained during the course of collaboration.
- 2.7. All training materials made available to training participants are the sole property of the CFA; however, training participants have the right to use these materials for the needs

associated with the conducting of business activities of the Client. Training materials may not be disseminated in any way outside Client premises.

- 2.8. The Client understands that the information and materials provided during the training are of general (information) and not of individualised character and thus may not be treated as equal to providing advisory services. Recommendations provided during the training are of indicative character only, and the information included herein should not replace detailed analysis of the issue or professional judgement. The CFA shall not be held responsible for any losses originating from undertaking, or from failure to undertake any activities based on the provided recommendations. The CFA recommends that all issues presented during the training are consulted with appropriate advisor.

3. FEES

- 3.1. The Client is required to pay full amount of fee, under one-off payment, 7 business days before training commencement. Prices for individual trainings are published on the internet website of the CFA: www.events.cfapoland.org and are net prices. The relevant VAT should be added.
- 3.2. Fee for selected training should be transferred to CFA's bank account no. 19 1020 5242 0000 2902 0142 8879 maintained by the bank PKO Bank Polski.
- 3.3. The Client is entitled to change the date of training without incurring any additional costs at least 7 days before the initial date of training by sending the CFA information by e-mail. After this time, changing the training date is possible at the request of the Principal, after paying an additional fee of 500 PLN net.
- 3.4. Absence of the persons appointed by the Client at the training does not release him from the obligation to pay full price of the training and is not the basis for the return of paid training fee. The CFA allows for a replacement of a registered training participant with the prior consent of the CFA.

4. POSTING REVIEWS

- 4.1. The CFA allows the persons designated by the Client to participate in the training to post a review about the completed training (Reviews). The survey and evaluation form can only be completed by the training participant. A review is considered to be a subjective statement concerning the specific training in which the Client and/or the person designated by the Client participated.
- 4.2. Subject to other provisions of the GTC, the Reviews should directly relate to the training in which the participant took part and must not contain content of a spam nature. The same Review cannot be posted multiple times by the same person.
- 4.3. A review submitted by a training participant will be published after the CFA verifies that its content complies with the rules set out in the GTC and with applicable legal regulations. If a Review does not meet the requirements, the CFA may refuse to publish it or remove it.
- 4.4. The CFA reserves the right to contact the training participant who posts a Review.

- 4.5. The CFA reserves the right to contact the training Participant who has published a Review on their social media profile to obtain their consent for sharing this Review on the website www.events.cfapoland.org. The removal of a Review by the training participant from the website www.events.cfapoland.org is possible by sending an appropriate statement to The CFA requesting the removal of the Review. The CFA will remove the Review from the website within 14 days from the day of receiving the participant's statement.
- 4.6. The training Participant posting a Review assures that the Review provided is original, is the result of their own intellectual work, and does not infringe on the copyrights of third parties. The Participant is liable to third parties for the violation of their rights in the event of the falsity of the above statements. The CFA reserves the right to provide the data of the training Participant posting the Review and the content of their Review to entities authorized to receive them under applicable laws, including relevant law enforcement or judicial authorities.

5. CANCELLATION OF SERVICES

- 5.1. The Client may cancel his participation in the training at no cost no later than 14 days before training original date by sending a resignation to The CFA. Resignation shall be sent to the following email address: office@cfa.com.pl.
- 5.2. If said deadline is not kept, the Client will be charged full (100%) price of the training.

6. PERSONAL DATA PROCESSING

- 6.1. The CFA is the controller of Client's and trainings participants' personal data. Contact details of the controller of personal data are as follows: office@cfa.com.pl.
- 6.2. Client's and trainings participants' personal data are processed:
- a. with a view to executing training, and - upon Client's prior consent - also with a view to direct marketing of products or services, and delivering commercial information within the meaning of the Act on Providing Services by Electronic Means (Article 6(1)(a) of the General Data Protection Regulation (GDPR);
 - b. for analytical and statistical purposes - in this case, the legal basis for the processing of Personal Data is that the Controller is pursuing its legitimate interests (Article 6(1)(f) of the GDPR), i.e. conducting analyses of the activities of Users as well as their preferences to improve the applied functionalities and services rendered; and
 - c. for the establishment, if any, and pursuit of claims or defence against claims - in this case, the legal basis for the processing of Personal Data is that the Controller is pursuing its legitimate interests (Article 6(1)(f) of the GDPR), which is represented by the protection of its rights.
- 6.3. The processed categories of personal data are the data included in the training registration form. The user of personal data are the employees and associates of, and the entities supporting companies of the CFA.

- 6.4. Personal data used for dissemination of commercial information and for direct marketing purposes will be kept and processed until such time as the consent of the Client to their processing is withdrawn, or upon Client's request to remove or restrict processing of such data, or upon Client's objection to processing of personal data, or upon his/her request to transmit those data to another controller.
- 6.5. The Client has the right to access his or her personal data, obtain from the controller the rectification of inaccurate personal data, obtain from the controller the erasure of personal data, obtain from the controller restriction of processing of personal data, object to processing of personal data and to transmit his or her personal data to another controller (personal data portability). The Client has also the right to cancel at any time his or her consent to personal data processing with the underlying data processing regulations being unaffected. The Client has the right to lodge a complaint with a supervisory authority as regards his or her personal data processing.

7. FINAL PROVISIONS

- 7.1. These GTC and any non-contractual issues or obligations arising from the provision of services by the CFA shall be governed by, and construed in accordance with the laws of Poland.
- 7.2. All disputes arising out of or in connection with the provision of services by the CFA shall be subject to the sole jurisdiction of Polish courts appropriate for the Wazawa-Śródmieście district, which - to this end - each Party hereby agrees to honour.
- 7.3. Each Party hereby states that the person signing or sending training registration form on his/her behalf was expressly authorised to do so, and thus was authorised to bind each Party to execute the provisions of the registration form and of the GTC.
- 7.4. None of the Parties may transfer any rights, obligations or claims arising from this Agreement.
- 7.5. Neither the Client, nor any other person to whom services are provided, may demand from the CFA, based on the agreement, service order, legal regulation, or otherwise, any compensation with a total value exceeding twice the amount of the fee for the given training, which directly caused a damage underlying service-based claim, or otherwise relating to the services provided by the CFA.
- 7.6. Neither the Client, nor any other person to whom services are provided, may demand from the CFA, based on the agreement, service order, legal regulation, or otherwise, any

compensation for lost profits/ benefits or for consequential, collateral or indirect damage relating to the claim arising from this engagement.

- 7.7. None of the Parties shall be held liable for breaching the terms of this engagement for the reasons independent of the Party.
- 7.8. None of the Parties may publically use or otherwise employ the name, logo or trade marks of the other Party without prior written permission of that Party, with the proviso that the CFA may publically name the Client as its client, including with respect to specific services.
- 7.9. In the event that any of the provisions of this Agreement (in whole or in part) is held to be illegal, invalid or otherwise non-suable, the remainder of the terms will continue in full force and effect.