

Pszczyna, 01.07.2023 r.

E-LEARNING PLATFORM

Regulations



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Spis treści

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These regulations for the use of the E-learning platform, hereinafter referred to as the "Regulations" define the scope and the terms of use by Users of the educational platform available at <https://elearning.sqda.pl>, which belongs to SQD Alliance Sp. z o.o.

I. Definitions

Administrator – an entity that owns the E-learning platform - SQD Alliance Sp. z o.o. with headquarters in Pszczyna, at Batorego Street 19, VAT: 6381701670, REGON: 240513222, entered into the National Court Register under KRS number: 0000269551, phone: +48 32 326 30 08, email: sekretariat@sqda.pl

Client – entity placing an order for the implementation of e-learning Training.

Consumer – a consumer within the meaning of the provisions of the Act of 23 April 1964 Civil Code.

Account – a data set marked with an individual login and password in the teleinformation system of the E-learning Platform, which collects data about the person using the E-learning platform, which consists of, depending on the type of training, e.g. name, surname, address, user's email, date of birth etc.

Coordinator – a designated person on behalf of the Client or on behalf of SQD Alliance Sp. z o.o., whose tasks include establishing cooperation standards and monitoring their compliance, coordination and control / supervision over users of the E-learning platform, as well as placing orders for the implementation of e-learning Trainings.

Student – a person undergoing training via the platform.

Guardian – a person appointed on behalf of the Client or on behalf of SQD Alliance Sp. z o.o., who has access to the status of ongoing training sessions, and the ability to generate final reports on training sessions.

E-learning platform – IT system that provides training.

Entrepreneurs – Clients who conduct business activity and who are not Consumers and are not Entrepreneurs with consumer rights.

Entrepreneur with consumer rights – a natural person concluding a contract directly related to its business activity, if the content of this contract shows that it does not have a professional nature for it, resulting in particular from the subject of its business activity.

Training – single online course available on the E-learning Platform.

Provision of electronic services – provision of services by electronic means by the Administrator to the User via the E-learning Platform.

Agreement – this Agreement for the provision of services by electronic means.

User – a person using the E-learning platform.

II. General provisions

1. The E-learning platform is available at <https://elearning.sqda.pl/> only via the Internet and works 7 days a week, 24 hours a day, excluding periods necessary to carry out modernization works or periods of failure.
2. Using the E-learning Platform requires the User to access the Internet, a computer with an installed web browser (e.g. Edge, Chrome, Mozilla Firefox, Opera). In order to be able to access the platform, the User is required to have an active e-mail address.
3. The user has no right to rent or otherwise distribute the content or software made available to them on the platform, and in particular to post them on other websites, publicly play or display them. The user may not copy or modify the software, content and accompanying documentation in any way. The user is not entitled to use the software or content as part of other materials - the permitted use is limited to their own use related to the training being conducted.
4. The purpose of this E-learning Platform is to use it for educational purposes. The User undertakes not to disclose to third parties their access data to the Account on the E-learning Platform, i.e. their login and password.
5. The user of the E-learning platform is bound by the generally accepted rules of netiquette, the rules resulting from these Regulations and the prohibition of placing on the platform information that violates Polish law. Failure to comply with the rules obliges the Administrator to block the User Account. Re-allocation of access to the E-learning Platform resources may take place only after the reasons for the blocking of access have been clarified.

III. Personal data processing and protection

1. The administrator of personal data for:
 - a) Clients who are natural persons or natural persons representing the Client or contacting on behalf of the Client,
 - b) Users - in the field of Account management;

is SQD Alliance sp. z o.o.

2. The Administrator of personal data of a Student who is not also a Client is the entity that directs the Student to the Training. In this case, SQD Alliance is the entity that processes the personal data of the Student on the basis of the legal relationship between them and the Client, who is the administrator of the Student's personal data, and at the same time SQD Alliance Sp. z o.o. remains the Administrator of the Student's personal data provided for purposes and legal bases other than the entrustment relationship, in particular in the field of Account maintenance.
3. Detailed rules for the processing of personal data are set out in the "Privacy Policy" and information clauses:

- a) in relation to Clients who are natural persons or natural persons representing the Client or contacting on behalf of the Client - <https://sqda.pl/klauzula-informacyjna-dla-klientow/>,
- b) in relation to Users in the field of Account management – <https://sqda.pl/klauzula-informacyjna-dla-uzytownikow-platformy-e-learning/>.

IV. Account registration and maintenance. Provision and implementation of training services

1. On the basis of the contract concluded with the Client, Administrator starts the Provision of electronic services on the E-learning Platform, and provides a unique User Account on the E-learning Platform (in accordance with the content of the contract concluded with the Client).
2. The creation of an Account is necessary in order to use the content available on the E-learning Platform.
3. The User logs in to the Account using their e-mail address and password sent by the Administrator in the e-mail.
4. When logging in for the first time, it is necessary to complete the personal data in accordance with the form and submit a statement of having read these Regulations.
5. Instructions for logging in to the E-learning Platform are available at: <https://elearning.sqda.pl/Content/InstrukcjaLogowania.pdf>.
6. The provision and implementation of training on the E-learning Platform takes place in accordance with the guidelines contained in the instructions provided to the User by the Administrator before using the E-learning Platform. The training on the platform is launched for a period of 30 calendar days or another, as specified in the contract with the Client.
7. After the expiry of the deadline for completing the training, the Administrator blocks access to the training on the E-learning Platform.
8. The date of commencement of the training is the date on which the Administrator provides the User with the login and password in the activation e-mail.
9. The Student ends the training after having read the entire training material.
10. The condition for receiving a training certificate is the completion of the training or passing the final test with a positive result, depending on the type of training.
11. Users are responsible for the security and proper use of login and password, which should be kept confidential. If it is suspected that the User's login and password are in the possession of an unauthorized person, the User is obliged to immediately change the password. If the User suspects that there has been an unauthorized use of their Account, they should immediately notify the Administrator of this fact.
12. The Administrator declares that the nature of the services provided electronically may be related with

the risk of obtaining and modifying Users' data by unauthorized persons. Users should use appropriate technical measures that will protect them as fully as possible against the above-mentioned threat, in particular use devices protected by anti-virus programs and use programs protecting the identity of Users and Clients.

13. The Administrator reserves the right to block the User's access to the E-learning Platform at any time in the event of a breach of the Regulations or applicable law, in particular in the following situations:

- a) providing false personal data,
- b) transferring the login or password to a third party,
- c) breaches of netiquette.

14. The Administrator shall not be liable to the User who breaches the Regulations for any damages resulting from the cessation of the provision of services, including as a result of deleting the User's Account that breaches the Regulations.

15. Moreover, the administrator is not responsible for:

- a) any damage caused to third parties as a result of Users using the E-learning Platform in a manner inconsistent with the Regulations or legal provisions,
- b) loss of data by the User caused by external factors (e.g. hardware failure) or other circumstances beyond the Administrator's control (third party actions),
- c) damages resulting from the lack of continuity in the provision of services, resulting from circumstances for which the Administrator is not responsible (force majeure, acts and omissions of third parties, etc.),
- d) providing false or incomplete data or information by the User, including providing them when registering the Account,
- e) non-compliance by Users with the Regulations.

V. Demo training

1. Before purchasing access to the Training, the User has the option of using the demo version of the training (Demo Training) in order to test the E-learning Platform.

2. The user signs up for demo training by:

- a) registration form available on the website www.sqda.pl;
- b) by sending an e-mail to the Administrator to the following address: e-learning@sqda.pl;
- c) by a notification sent by e-mail to the Administrator's employee, to the employee's personal e-mail

address.

3. Test access to the E-learning Platform lasts 14 days from the date the access was granted by the Administrator.

4. The Administrator reserves the right to block the User's access to the Demo version at any time, in the event of violation of the provisions of the Regulations or applicable law, in particular in the following situations:

- a) providing false personal data,
- b) transferring the login or password to a third party,
- c) violation of the provisions of the Regulations.

5. The User and the Administrator declare that they are aware that the demo training is aimed at promoting the services provided by the Administrator.

VI. Fees

In the case of Trainings that are payable - the rules, deadlines and methods of payment will be regulated in detail and comprehensively in contracts concluded with Clients.

VII. Technical assistance and complaints

1. The User reports any irregularities related to the use of the E-learning Platform to the e-mail address: e-learning@sqda.pl or to the Coordinator.
2. SQD Alliance Sp. z o.o. will make every effort to remove irregularities in the event of their actual occurrence, as far as technically possible.
3. SQD Alliance Sp. z o.o. will make every effort to meet the expectations and requirements of the User, including legal requirements for the compliance of the content on the platform. However, it does not guarantee that the software and its operation on the User's computer will be completely error-free and that it is compatible with any computer system on which it is used. The Administrator is not responsible for any User's damages incurred as a result of improper use of the E-learning Platform.
4. In the event of defects in the Training provided via the E-learning Platform, the Client has the right to submit a complaint regarding the services provided electronically. Complaints should be sent in writing to the Administrator's address or by e-mail to the following address: e-learning@sqda.pl within 14 calendar days from the date of disclosure of the defect.
5. The complaint should include the User's first name, last name, e-mail, name of the Training to which the complaint relates, a description of the complaint, the circumstances justifying the complaint and the Client's expectations towards the Administrator.

6. The Administrator undertakes to notify the Client about the date and method of considering the complaint within 14 calendar days from the date of its submission.
7. Any person whose rights have been infringed by the content published on the E-learning Platform has the right to report an abuse. These notifications should be sent in writing to the Administrator's address or by e-mail to the following address: e-learning@sqda.pl.
8. Reports of abuse will be considered within 30 days from the date of their receipt at the Administrator's address.
9. The person submitting the complaint or abuse will be notified of the way of settling the matter via e-mail or in writing, to the address from which the complaint / abuse report was sent.
10. A Client who is a Consumer or an entrepreneur with consumer rights may use the out-of-court option to resolve disputes by electronic means via the European Union's ODR internet platform enabling the submission of complaints and redress, which is available at: <https://ec.europa.eu/consumers/odr/>.

VIII. Copyright

1. The E-learning platform is the property of the Administrator.
2. All trademarks, service marks and names displayed on the website are the property of the Administrator or the Administrator's right to use them results from separate agreements with authorized entities.
3. The E-learning platform and all its elements, in particular in the form of content, graphics, video or other materials, which may be subject to copyright protection, as well as all IT solutions are protected on the basis of generally applicable provisions of intellectual property law.
4. The E-learning platform as well as its individual elements may not be modified, copied, disseminated or published for commercial purposes, unless the Administrator gives prior consent for it in writing under pain of nullity.
5. Users are not entitled to use the materials and works posted on the E-learning Platform without the prior express consent of the Administrator expressed in writing for any purpose other than using the purchased Training under the pain of full liability to the Administrator and to the authors.
6. The provision of the Training via the E-learning Platform is deemed to be the Administrator's consent to use the Training under the conditions set out in these Regulations.
7. Purchase of access to the Training shall mean that the Administrator grants the Client a non-exclusive license to use the Training for the period specified in para. IV, sec. 2.
8. The license referred to in sec. 7 above, authorizes the Client to use the elements of the platform and IT solutions indicated in sec. 3 to the extent necessary for the provision of electronic services.

9. The Training provided by the Administrator may not be resold, distributed or sold.
10. The license referred to in sec. 7 above, does not include the right to:
 - a. permanent or temporary reproduction of the product in whole or in part, for the purpose other than creating a copy for personal use,
 - b. making any other changes to a part or the entire product,
 - c. distribution of the product against payment by any means and in any form,
 - d. distribution of the product free of charge by any means and in any form.

IX. Termination of the Agreement for the provision of services by electronic means

1. The Agreement for the provision of services by electronic means - Account maintenance, is concluded for an indefinite period.
2. The Administrator or the Client may terminate the Agreement for the provision of electronic services (Account maintenance) at any time, subject to the rights acquired by the other party before the termination of the Agreement and taking into account the provisions of this paragraph.
3. The Client or the User terminates the Agreement for the provision of services by electronic means (Account maintenance) by submitting a request to delete the User Account / User Accounts to the Administrator's e-mail address e-learning@sqda.pl. The termination of the Agreement takes place after the expiry of the notice period of 14 days or another, specified in the contract with the Client.
4. The Administrator, wishing to terminate the Agreement for the provision of services by electronic means, will inform the Client about it to the e-mail address provided by him during registration. The termination of the Agreement takes place after the expiry of the notice period of 14 days or another, specified in the contract with the Client.
5. The Administrator will inform the User about the termination of the Agreement (if it is technically possible) within 24 hours of termination at the latest.
6. The Administrator reserves the right to refuse to provide services to the User, including deletion of their Account or refusal to create an Account, if the User has breached the Regulations.

X. Withdrawal from the Agreement by the consumer and the entrepreneur with consumer rights

1. A Client who is a consumer or entrepreneur with consumer rights has the right to withdraw from the Agreement within 14 days of its conclusion without giving any reason.
2. Withdrawal from the Agreement can be made by submitting an appropriate statement sent by e-mail to the following address: e-learning@sqda.pl, the day of submitting the statement of withdrawal from the

Agreement should be considered the day of sending the statement - such a statement must be sent before the deadline for withdrawal from the Agreement.

3. In the event of withdrawal from the Agreement, the Client, who is a Consumer or Entrepreneur with consumer rights, is reimbursed all payments immediately, but not later than within 14 days from the date on which the Administrator received the declaration of withdrawal from the Agreement.

4. The reimbursement is made using the same payment methods that were used by the Client, unless the Client expressly agrees to a different method of reimbursement, which will not involve any additional fees for the Client.

5. The model withdrawal from the Agreement is included in Appendix 1 to these Regulations.

6. The period for withdrawal from the Agreement starts from the date of the conclusion of the Agreement (acceptance of the Regulations).

XI. Final provisions

1. The Administrator may introduce changes and improvements to the software and content without informing the User. In connection with the above, the Administrator reserves the right to temporarily disable access to the E-learning Platform in order to perform the necessary work related to the maintenance and improvement of the software and content. The Administrator will make every effort to ensure that the frequency and time of suspending the provision of Services on the E-learning Platform are as little onerous for the User as possible.

2. The Administrator reserves the right to amend the Regulations to the extent permitted by applicable law, including, if necessary, introducing technical or functional changes to the E-learning Platform, or resulting from changes in legal provisions.

3. Each User will be informed about the content of the changes to the Regulations via e-learning platform. A User who does not accept the amendments to the Regulations may terminate the Agreement for the provision of electronic services by sending a request to terminate the Agreement by e-mail to the address e-learning@sqda.pl or in the case of Users who are not at the same time Clients, by sending a request to terminate the Agreement to the entity that placed the order for the implementation of the e-learning Training.

4. Use of the e-Learning Platform by the User after the Terms and Conditions have been amended shall require prior acceptance of the new Terms and Conditions, which shall be done through the e-Learning Platform.

5. Amendments to the Terms and Conditions shall become effective on the date indicated in the information on amendments to the Terms and Conditions, not earlier than after 14 (fourteen) days.

6. Changes in the form and nature of running the E-learning Platform, in particular changing the graphic design of the E-learning Platform, adding new functionalities and the like, shall not constitute a change to

these Regulations, as long as these changes do not contradict the provisions of these Regulations.

7. Additional information on the functioning of the E-learning platform is provided by the Administrator.

Appendix 1

Model withdrawal from the agreement

.....

place, date

.....

.....

.....

Name and surname, e-mail address/postal address

Statement

of withdrawal from a distance or off-premises Agreement

I inform about my withdrawal from the agreement for the provision of the following service:

.....

Agreement conclusion date:.....

.....

Signature