

# General Terms and Conditions of Providing Services

1. These General Terms and Conditions of Providing Services relate to the services provided by Ernst & Young spółka z ograniczoną odpowiedzialnością Academy of Business sp. k. with its registered office in Warsaw, at al. Armii Ludowej 26, entered in the Register of Entrepreneurs of the National Court Register, maintained by the District Court for the capital city of Warsaw, 12th Commercial Department of the National Court Register, entry no. KRS 0000530201 (hereinafter referred to as the „Academy of Business”).
2. The subject of these General Terms and Conditions of Providing Services is defining the terms and conditions of collaboration of the Parties in the matter of participation of Client and/or persons appointed by the Client in the training/trainings selected by the Client from the catalogue of trainings offered by the Academy of Business, executed according to the programs defined by the Academy of Business, at the time and venue indicated by the Academy of Business. Detailed description of individual trainings is available at the internet website of the Academy of Business: [www.academyofbusiness.pl](http://www.academyofbusiness.pl).
3. The Client and/or persons appointed by the Client participate in the trainings organised by the Academy of Business based on the filled-in registration form available at the following address: [www.academyofbusiness.pl](http://www.academyofbusiness.pl) or based on the registration form sent by the Client to the indicated e-mail address. Training registration form includes the name of selected training, its date, venue and a list of persons delegated as training participants.
4. The Academy of Business undertakes to guarantee the Client and/or 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 Academy of Business undertakes to immediately, after receipt of registration form, inform the Client about this fact.
5. The Academy of Business 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 5 business days prior to the original date of training commencement.
6. Where the new date of the training is not suitable for the Client, the Academy of Business will be immediately informed about this fact by the Client, and the submitted training registration form will not be binding.
7. The Client may cancel his participation in the training at no cost no later than 7 days before training original date by sending a written resignation to the following email address: [academyofbusiness@pl.ey.com](mailto:academyofbusiness@pl.ey.com). If said deadline is not kept, the Client will be charged full (100%) price of the training.
8. Absence of the Client and/or 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 Academy of Business allows for a replacement of a registered training participant with the consent of the Academy of Business.
9. The Client is required to pay full amount of fee, under one-off payment, 6 business days before training commencement. Prices for individual trainings are published on the internet website of the Academy of Business: [www.academyofbusiness.pl](http://www.academyofbusiness.pl) and are net prices. The 23% VAT should be added.
10. Fee for selected training should be transferred to HSBC France (Spółka Akcyjna) Oddział w Polsce, account no. (PLN): 61 1280 0003 0000 0031 1251 3031.
11. The Academy of Business undertakes to conduct training in accordance with the prepared program.
12. The Academy of Business undertakes to carry out training with due care and to the best of its professional knowledge.
13. The Academy of Business undertakes to keep professional secrecy and confidentiality of all Client-related information and documents obtained during the course of collaboration.
14. With respect to any services, if the relation between Client and any EY associates or any of the EY Group companies is subject to the Act of 11 May 2017 on Statutory Auditors, Audit Firms and Public Oversight in the matter of auditor independence, the Client acknowledges that the Academy of Business will not be able to provide services and will be entitled to immediately terminate its agreement with the Client without notice, and without any further obligations.
15. Neither the Client, nor any other person to whom services are provided, may demand from the Academy of Business, 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 Academy of Business.
16. Neither the Client, nor any other person to whom services are provided, may demand from the Academy of Business, 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.
17. All claims or proceedings may be lodged or initiated by the Client solely against the Academy of Business.
18. None of the Parties shall be held liable for breaching the terms of this engagement for the reasons independent of the Party.
19. All training materials made available to training participants are the sole property of the Academy of Business; 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.

20. 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 therein should not replace detailed analysis of the issue or professional judgement. The Academy of Business shall not be held responsible for any losses originating from undertaking, or from failure to undertake any activities based on the provided recommendations. The Academy of Business recommends that all issues presented during the training are consulted with appropriate advisor.
21. These General Terms and Conditions of Providing Services relate to the services, irrespective of the time of their execution.
22. These General Terms and Conditions of Providing Services and any non-contractual issues or obligations arising from the provision of services by the Academy of Business shall be governed by, and construed in accordance with the laws of Poland.
23. All disputes arising out of or in connection with the provision of services by the Academy of Business shall be subject to the sole jurisdiction of Polish courts appropriate for the registered office of the Academy of Business, which – to this end - each Party hereby agrees to honour.
24. 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 General Terms and Conditions of Providing Services.
25. None of the Parties may transfer any rights, obligations or claims arising from this Agreement.
26. 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.
27. The controller of Client's personal data are the companies of the EY Polska Group. Contact details of the companies of EY Polska Group are to be found at the following address: <http://www.ey.com/PL/pl/About-us/Dane-spolek>. Contact details of the controller of personal data are as follows: [kontaktdaneosoboweEYPolska@pl.ey.com](mailto:kontaktdaneosoboweEYPolska@pl.ey.com).
28. Client's personal data are processed 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. The legal basis for personal data processing is article 6 para. 1 letter a) of the General Data Protection Regulation (GDPR).
29. The processed categories of Client's personal data are the data included in the training registration form. The user of Client's personal data are the employees and associates of, and the entities supporting companies of the EY Polska Group in its business activities.
30. 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.
31. 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.
32. 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 Academy of Business may publically name the Client as its client, including with respect to specific services.
33. Each change of these General Terms and Conditions of Providing Services and of training registration form requires to be made in writing to be valid.