

OMEC TRAINING REGULATIONS

To regulate all organizational and legal issues related to the conduct and organization of training, these regulations ("Regulations") are implemented on September 10th, 2021.

§ 1. INTRODUCTORY PROVISIONS

1. The www.omec.pl website is run by OMEC sp. z o.o. with headquarters in Warsaw at Zeusa 41, 01-497 Warsaw, entered into the register of entrepreneurs kept by the District Court for the capital city of Warsaw , 13th Commercial Division of the National Court Register under the number KRS 0000334568 with a share capital of PLN 70,400.00, NIP 8133596013, REGON 180462117 ("OMEC") or ("Organizer").
2. The Regulations define rules related to the purchase, organization and participation in Training and Exams organized by OMEC.
3. Training and Exams organized by OMEC are available to consumers within the meaning of Article 22¹ of the Civil Code ("Consumer"), entrepreneurs with legal personality, entrepreneurs without legal personality ("Entrepreneurs"), public sector entities ("Public Units") and other entities that purchase participation in training.
4. It is stipulated that Consumers shall not be affected by the provisions of the Regulations which would constitute prohibited contractual provisions within the meaning of the Civil Code (Article 385¹ to 385³) or violate mandatory legal regulations concerning the conclusion of agreements with the participation of the Consumer, which would be included in the register of standard contractual provisions deemed illegal, kept by the President of the Office of Competition and Consumer Protection, shall not apply to the Consumers.
5. The Organizer declares that it conducts Training and Exams in the scope, dates and place described in detail in the offer of Training and Exams, available at the Organizer's website: www.omec.pl ("Service").
6. The Organizer declares that it has the knowledge and experience to conduct the Training and Exam.
7. The participant commits to read the Privacy Policy and the Regulations for the provision of electronic services by OMEC SP. Z O.O., which can be found on the Organizer's website (www.omec.pl).
8. Training and Exams are sold via the Website, electronically via e-mail, as well as through OMEC consultants in telephone conversation - by concluding a distance contract between OMEC and the User ("Agreement").
9. Definitions:
 - a) User - Consumer, Entrepreneur, Public Unit and any other entity using the website who purchased participation in a Training or Exam.
 - b) Application Form - formal application for a Training or Exam;
 - c) Training - course, one-day conference, two-day conference, one-day training, two-day training, three-day training, four-day training, five-day training, closed training, open training organised by OMEC;
 - d) Exam - the service of immediate access to a portal enabling the selection of a date and completion of an online exam (AgileSHIFT, PRINCE2, PRINCE2 Agile, ITIL) provided by Peoplecert International Limited;

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- e) Participant - the User and/or the person designated by the User to participate in the Training or Exam;
- f) Act on consumer rights - the Act of 30 May 2014 on consumer rights (Journal of Laws 2020, item 287 as amended);
- g) Civil Code - the Civil Code Act of 23 April, 1964;
- h) GDPR - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ EU. L. of 2016 No. 119, p. 1);
- i) Additional Material - additional material, in particular manuals ordered by the User, recorded in a document or in electronic form.

§ 2. APPLICATIONS

1. Seat reservation at Training or Exam organized by OMEC is made by phone or by e-mail.
2. In the case of Training and Exam reservation sent by e-mail, OMEC representative will contact with User in order to agree on the detailed conditions of the application.
3. In each case of making a reservation OMEC consultant will send the details of the reservation and the application form to the e-mail address provided by the User.
4. Making a reservation is not equal to Training Agreement. Training Agreement between OMEC and the User takes place upon delivery of completed Application Form by the User to OMEC, in one of the following ways: filling the Application Form via the website www.omec.pl (Order), sending the Application Form by e-mail or fax.
5. For Consumers, the Application Form sent by email or fax must be signed by the person who will participate in the Training or Exam.
6. If you are Entrepreneur or Public Unit, the Application Form sent by e-mail or fax must be signed by the persons authorised to act on their behalf.
7. Sending the Application Form to OMEC confirms the acceptance of the organizational and financial conditions for the service, including Regulations, and allows the issuance of a VAT invoice.
8. Filled Application Form should be sent via website (www.omec.pl, Order) or by fax to the number: (+48) 22 207 25 14, or by e-mail (scan), to the e-mail address provided on the Application Form before taking the Exam, and in the case of Training not later than 7 working days before the date of commencement of the Training, unless the parties decide otherwise.
9. Sending the Application Form is equal to Training Agreement between OMEC and the User and also carries the obligation to pay for participation in the Training or Exam.
10. Immediately after receiving the Application Form,
 - a) not later than 5 days before the planned commencement of the Training, the Participant will receive confirmation of the Training and other details by e-mail or telephone.
 - b) after paying for the Exam, the Participant will receive confirmation of the purchase of access to the Exam together with an access link enabling the Participant to choose the date of the Exam by e-mail.

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11. Due to the nature of the Online Exam, which aims to provide access to the Exam as soon as possible, its delivery takes place at the request of the User immediately after OMEC get receipt of the payment.
12. The Agreement is concluded for a definite period of time needed to the completion of the Training/Exam selected by the User. This is also the minimum duration of OMEC's obligations under the Agreement.

§ 3. TERMS OF PAYMENT

1. The cost of participation along with the services included in the price and additional services, as well as the cost of Additional Material are specified in the offer of each Training/Exam.
2. Payment should be made by bank transfer or in cash in the amount of 100% of the gross price within 2 days after sending the Application Form, to the OMEC bank account indicated on the Application Form and on the website www.omec.pl, unless the User and OMEC agree otherwise. At the User's request OMEC issue a proforma invoice. Payments can also be made by electronic payments (including payment by credit or debit card). The operator of payment cards is PayPro SA Agent Rozliczeniowy, ul. Kanclerska 15, 60-327 Poznań, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań - Nowe Miasto and Wilda in Poznań, VIII Economic Department of the National Court Register under KRS number 0000347935, NIP 7792369887, Regon 301345068.
3. In the case of prices in Euro, payments should be made to OMEC's Euro bank account. The invoice will then be issued in the same currency.
4. Prices in offers are net prices. The prices on the website are net prices. In accordance with applicable Polish law, as at the date of the publication of the Regulations, training courses are subject to VAT, the rate of 23%.
5. In the case of services exempt from VAT, it is necessary to complete and send a declaration containing the legal basis for the application of the „ex” VAT rate.
6. Not making the payment is not equal to resignation. The User will receive a notification that the order has not been paid and will receive a payment link again.
7. Failure to pay by bank transfer within 2 working days will result the order cancelling.
8. Lack of participation in the Training or Exam is not equal to resignation.
9. In the situation that the Training organized by OMEC does not take place on the scheduled date or if there is no seat on the given date, the Participant will be offered a different date of the Training or a change to other Training available in OMEC's offer. If the Participant does not agree to change the date or type of the Training, the amount paid for participation in the Training will be refunded within 7 days, to the account indicated by the User.
10. OMEC has the right to refuse the User and/or the Participant indicated by him to participate in the Training/Exam in the situation of failure payment or its appropriate part, subject to the provisions of point 3 of this paragraph.
11. The User agrees to send invoices, duplicates and corrections to invoices by e-mail address provided by the User in the Application Form. In case of a change of the e-mail address referred to in the preceding sentence, the User is obliged to notify OMEC of this fact in writing.
12. The User agrees to send invoices, duplicates and corrections to invoices in paper form when technical or formal obstacles make it impossible to send by e-mail.

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§ 4. CANCELLATION

1. The User has the right to resign from participation in the Training, subject to the provisions contained in point 2 and 3 of this paragraph.
2. Resignation from the User's participation in the Training without incurring costs may be made by e-mail to the e-mail address provided in the Application Form or in writing to the address of the Organiser's headquarters, indicated in §1. The resignation message must be received by the Organiser not later than 7 working days before the planned date of the Training.
3. In case of resignation from the Training less than 7 working days but not more than 3 working days before the planned date of the Training, the User will be charged with 40% of the net cost of participation + VAT, if the User is not a Consumer.
4. If the User resigns from the training less than 3 working days before the planned date of the Training, the User will be charged with 100% of the net costs of participation + VAT, if the User is not a Consumer.
5. If the User is a Consumer, the resignation referred above, may result in charging the User with an amount corresponding to the actual loss incurred by the Organiser.
6. Resignation from the participation in the Training by the User who submitted his application within less than 7 working days before the Training will result in charging the User with the full costs of participation.
7. Lack of resignation and participation in the Training will result in charging the User with the full costs of participation.

§ 5. TRAINING ORGANIZATION

1. OMEC provides Training in the open formula (stationary and remote) and closed (stationary and remote), and Exams in the online form.
2. As part of the fee for open stationary Training, each Participant is guaranteed:
 - a) conducting classes, by an instructor with qualifications appropriate to the ordered Training,
 - b) appropriate training material,
 - c) one hot meal per day (applies to all-day classes held in the OMEC centre),
 - d) coffee/tea and refreshments during breaks,
 - e) certificate of participation in Training.
3. As part of the fee for open remote training, each Participant is guaranteed:
 - a) conducting classes, by an instructor with qualifications appropriate to the ordered Training,
 - b) appropriate training material in electronic form,
 - c) electronic certificate of participation in the training.
4. Within the payment for the Exam, each Participant receives:
 - a) a link with access to make a reservation for an Exam date,
 - b) connection test available on the website of the examination institute (Peoplecert),
 - c) Peoplecert certificate in the case of a positive result of the Exam, in electronic form.
5. The scope of the service of closed training will be determined each time between the purchaser and OMEC.
6. All costs related to travel and accommodation of Participants will be borne by the Participants, unless the contract provides otherwise.

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7. 5 days before the beginning of the Training, a registered Participant will receive from OMEC an invitation containing organizational information (minimum information: place, schedule, date and hours of the Training), to the e-mail address indicated in the Application Form.
8. At open Training, OMEC reserves the right to cancel or postpone the Training if a sufficient number of Participants is not reached.
9. OMEC has the right to cancel the scheduled date of the Training also in the event of fortuitous situations that could not have been foreseen in advance, such as weather conditions, sudden indisposition of the trainer, sudden unavailability of the Training venue, organizational and technical difficulties.
10. In the event of cancellation of the Training due to the fault of OMEC, the Participant will be offered another date of Training or change of Training to another available in the OMEC offer. If the Participant does not agree to change the date or type of the Training, the payment will be returned to the User in full. The Organizer has the right to cancel the Training at any time.
11. In case of Training cancellation by OMEC, OMEC is not responsible for any financial or legal liability for costs arising on the side of the User related to participation in the Training, i.e. booking a hotel on their own, buying train tickets before receiving organizational information, etc.
12. In special cases OMEC reserves the right to change a trainer conducting a Training and it does not constitute an amendment to the terms of the Agreement. In such a situation, the replacement trainer will have appropriate qualifications, knowledge and experience to ensure the appropriate level of substantive issues discussed.
13. In special cases OMEC reserves the right to change the venue where the Training takes place, for a facility of the same or higher standard, and this does not constitute an amendment to the terms of the Agreement.

§ 6. COMPLAINTS

1. The User has the right to make a complaint about the course or quality of the Training or Exam. If the User is not a Consumer, the complaint may be submitted within 7 days from the date on which the Training or Exam took place.
2. Complaints may be send to the Organiser's address or in electronic form to the following address: reklamacje@omec.pl
3. A properly submitted complaint should include at least the following data:
 - a) designation of the User (including his name, surname, postal address, e-mail address, and in the case of legal persons and other entities, the name, postal address and data of the person authorised to represent the User in connection with the complaint),
 - b) description of the problem giving rise to the complaint,
 - c) User's expectations.
4. OMEC shall consider complaints within 14 days from the date of its receipt, notifying the User about the way of further proceedings, to the address provided in the complaint.. If the complaint cannot be considered within this time, the Organizer shall notify the complainant in writing of the reasons for the delay and the expected date for considering the complaint.
5. OMEC has the right not to consider complaints, which do not contain all the elements indicated in point 3, or were submitted after the date indicated in point 1. The provision of this paragraph does not apply to Users - Consumers.

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- Detailed information on the possibility of out-of-court complaint handling and claim investigation by the Consumer and the rules of access to these procedures are available at the offices and on the websites of powiat (city) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Provincial Inspectorates of Trade Inspection and on the websites <http://www.uokik.gov.pl> and <http://www.rzu.gov.pl>.

§ 7. TERMS AND CONDITIONS FOR USERS - CONSUMERS

- Pursuant to the Act on Consumer Rights, the User who is a Consumer placing an order for a Training has the right to withdraw from the agreement concluded with the Organiser within 14 days, without giving any reason for such withdrawal, by submitting an appropriate statement, unless the circumstances referred to in point 4 below occur. The declaration can be made by the Consumer on the model form attached as Appendix No. 2 to these Regulations, however it is not obligatory. To meet the deadline it is enough to send a statement before its expiry.
- Due to the nature of the service of the Exam, which as gaining immediate access to the online platform of the Exam is carried out in full only after receiving a request from the User for its immediate service providing. The service of access to the realisation of the Exam is performed immediately after receiving the payment from the User preceded by the demand referred to in the first sentence.
- A statement about a demand for immediate access to the Exam is made in the Order.
- Giving access to the Exam at the request of the User, which consists in providing the Participant with a link enabling them to choose the date of the Exam and to take it, results in the User losing their right to withdraw from the contract.
- All payments resulting from the withdrawal from the Agreement (i.e. all payments made by the Consumer) are returned using the same method of payment used by the Consumer, unless the Consumer agrees to a different method of return that does not involve any costs for him, immediately, no later than 14 days from the date of receipt withdrawal from the Agreement.
- In the case of effective withdrawal from the Agreement, the Agreement shall be considered as not concluded.
- If the Consumer start to use the right to withdrawal from the Agreement after submitting the request to start OMEC services, the Consumer is obliged to pay for the services performed by OMEC until the withdrawal from the Agreement. The amount of payment shall be calculated in proportion to the scope of the service provided, taking as base price or remuneration agreed in the Agreement. If the price or remuneration is excessive, the basis for the calculation of this amount is the market value of the service provided.
- The right of withdrawal shall not apply to the Consumer in relation to contracts, where OMEC fully performed the service with the express consent of the Consumer, who has been informed before the performance, that after the performance by the Company will lose the right of withdrawal.
- Detailed information about using the right of withdrawal is contained in the Appendix No. 1 to the Regulations.

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§ 8. PERSONAL DATA

1. The controller of personal data processed in connection with the application or participation in training is OMEC.
2. Providing personal data is necessary to make a reservation and to conclude a contract for participation and conduct of Training / Exam or purchase of Additional Material. Failure to provide data will make it impossible to make a reservation and execution of the contract, as well as participation in the Training / Exam.
3. If the Participant is not the person completing the form in order to conclude the Agreement, the User submitting the Participant provides the Organiser with the Participant's personal data to process in order to conduct the Training/Exam in the scope necessary for its organization.
4. The User is responsible for informing Participants about the fact, purpose and scope of sharing their personal data with OMEC.
5. Personal data will be processed by OMEC for the sole purpose of completing the application, providing the service covered by the application and for accounting purposes (including invoicing), internal and external debt collection, claims handling, as well as by Peoplecert International Limited for the purpose of completing the Exam application. OMEC may also process data for the legitimate purposes of the data controller.
6. OMEC does not process or outsource personal data to countries outside the European Union.
7. Participants' personal data will be kept for the period of the service covered by the application, and after its completion for the period required by law.
8. OMEC shall respect each person's rights in relation to the processing of their personal data. In particular, each person whose data is processed has the right:
 - a) to be informed about the processing of his/her personal data,
 - b) the right to access, rectify, complete and amend the data,
 - c) the right to erasure of the data ("right to be forgotten"),
 - d) the right to have the processing restricted,
 - e) the right to data portability.
9. Personal data will not be processed in an automated manner (including profiling).
10. OMEC implements the above-mentioned rights in accordance with the Privacy Policy adopted and posted at www.omec.pl.
11. Personal data may be shared in particular subcontractors OMEC in the implementation of training, the entity providing accounting services, legal advisers and auditors, and debt collection companies to carry out the service of recovery of claims.
12. The data subject has the right to lodge a complaint with the Office for Personal Data Protection regarding the processing of data by OMEC.

§ 9. FINAL PROVISIONS

1. Due to the continuous development of Internet technology, legislative changes, including personal data protection, and development of the Website, OMEC reserves the right to make changes to the Regulations, provided that they do

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not violate the already acquired rights of the User (unless the changes result from applicable law). The provisions of the Regulations shall enter into force on the date of their publication. The User's use of the Website after the introduction of changes to the Regulations shall be tantamount to his acceptance of the introduced changes, while to orders placed before the date of entry into force of the changes the existing provisions of the Regulations shall apply.

2. All materials presented and available to Participants (including Additional Material) are protected by copyright and are the intellectual property of their authors. They are under legal protection. These materials may not be distributed, made available or reproduced without the written consent of OMEC.
3. The Participant does not have the right to record video or sound during the Training / Exam, unless the Organizer gives prior written permission to record video or sound.
4. OMEC declares that the services are organized with the utmost care, but OMEC assumes no responsibility for the results of the Training/Exam, including the results of any exams that the Participant decides to take using the knowledge gained during the Training/Exam.
5. In matters not covered by the Regulations shall be governed by the provisions of ordinary Polish law, in particular the Civil Code.
6. Settlement of any disputes arising between OMEC and the User who is a Consumer is subject to the competent common courts in accordance with applicable law.
7. The settlement of any disputes arising between OMEC and the User who is not a Consumer is subject to the competent court for the location of OMEC.

Appendix 1

INFORMATION ABOUT THE RIGHT TO WITHDRAW FROM THE AGREEMENT

The right to withdraw from the contract:

You have the right to withdraw from this contract within 14 days without giving any reason.

The deadline to withdraw from the contract will expire after 14 days from the date of the contract.

To take advantage to the right to withdraw from the contract, you must inform us: OMEC Sp. z o.o. with headquarters in Warsaw at ul. Zeusa 41, 01-497 Warsaw, tel.: 801 55 66 32, e-mail: info@omec.pl about your decision to withdraw from this contract by way of an unequivocal statement (e.g. a letter sent by post, fax or e-mail).

To meet the deadline to withdraw from the contract, it is enough for you to send information regarding the advantage of your right to withdraw from the contract before the deadline to withdraw from the contract.

Consequences of withdrawal from the contract

In the situation of withdrawal from contract, we will refund all payments received from you, including the cost of delivering the goods (except for additional costs resulting from the method of delivery chosen by you other than the cheapest standard delivery method

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offered by us), immediately, and in any case no later than 14 days from the date on which we were informed about your decision to take advantage of the right to withdraw from contract. We will reimburse the payment using the same payment methods that you used in the original transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees in connection with this return.

If you have requested the commencement of the provision of services before the expiry of the withdrawal period, you will pay us an amount proportional to the scope of services provided up to the time on which you informed us of your withdrawal from contract.

Appendix 2

TEMPLATE FORM OF WITHDRAWAL FROM THE CONTRACT

(form should be completed and returned only if you wish to withdraw from the contract)

– Name and surname,

telephone:, e-mail:

– I / We (*) hereby inform about my / our (*) withdrawal from the contract for the provision of the following service

– Date of the contract

– Name and surname of the Consumer(s)

– Consumer(s) address

– Signature of the Consumer(s) (only if the form is sent in paper version)

– Date

(*) Delete as appropriate.

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