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Ożynowa 29
53-009 Wrocław
POLSKA / POLAND
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e: contact@k7.eu

This is an English translation of the Polish text, which shall be the sole authoritative version.

§ 1 General Provisions

1. The "MacGadka Training: macOS Basics" training (hereinafter referred to as "Training") is offered by k7 Miłosz Staszewski Jolanta Soja s.c. with its registered office in Wrocław (Poland) at ul. Ożynowa 29 (hereinafter referred to as the "Organizer").
2. The Training is copyright protected.
3. The Training is not an authorized Apple training, it does not constitute Apple certification and its content has not been in any way approved by Apple.
4. By taking part in the Training the Customer accepts in full these Regulations and payment terms, including remuneration, indicated by the Organizer.
5. The Training will take place on 23.07.2022.
6. The Training will be delivered remotely, and if the participant expresses his consent, the Organizer will be able to access the screen content of participant's computer.
7. Customers who cancel their participation in the Training after 09.07.2022 will not receive a refund of the payment made, except for consumers who cancel the contract within 14 days from the date of its conclusion and who make a relevant declaration.
8. Requests for participation can be made only through the application form available at https://k7.eu/training. Every person who registers via the application form and fills it in correctly will automatically receive a return message to the e-mail address provided in the form. A return message shall serve as confirmation of acceptance of the participant's application.
9. The maximum number of participants in the training is 12.
10. The Organizer reserves the right to cancel the Training if a sufficient number of interested parties is not registered by 09.07.2022.

§ 2 Fee

1. For conducting the Training the Organizer shall be entitled to a fee (training fee) of EUR 150 incl. VAT, which must be paid immediately after receiving confirmation of participation. Failure to make the payment may cause deletion of the applicant from the list of Training participants.
2. Payments should be made to the k7 s.c. bank account: mBank S.A., IBAN: PL97 1140 2004 0000 3112 0951 7758, (BIC/SWIFT: BREXPLPWMBK) with "MacGadka Training: macOS Basics, 23.07.2022, Virtual, name and surname" as the title of the transfer.

§ 3 Obligations of the Organizer

1. The Organizer has a duty to conduct the Training in accordance with the terms of these Regulations.

§ 4 Obligations of the Customer

1. To participate in the Training the Customer needs to have an Apple-branded computer in officially supported by the latest stable (i.e. non-beta) version of macOS hardware configuration with the latest stable (i.e. non-beta) version of macOS installed, with Internet access, and in case of desktop computers, a microphone. The Customer undertakes to secure the above equipment and software for himself. The Organizer shall not be responsible for the Customer's inability to participate in the Training if the Customer does not have the required equipment, a different version of the operating system or has installation that hinders the standard behavior offered by Apple.
2. Recording of the Training is prohibited (both video and audio).
3. During the Training, training participants shall not disturb other training participants. Training participants who do not follow the above rule, who violate the rules of social conduct or otherwise disturb the course of the Training, will be asked to leave the Training. In such event the participant will not be entitled to reimbursement of the costs of the Training.

§ 5 Waiver of liability

1. The Organizer shall not be liable for the consequences of the Customer's acts or omissions that are contrary to the instructions received during the Training.
2. The Organizer's liability for damages in connection with the conducted Training is limited exclusively to the amount of fee actually paid by the Customer and does not include other damages that may be incurred by the Customer.
3. The Organizer shall not be liable for the loss of data, applications, software, drivers or program/application settings. The Customer has a duty to back up in advance any data that is important to him.

§ 6 Complaints

1. Any complaints should be sent to training@k7.eu. The complaint should include a description of the problem and indicate the scope of the service provided as well as it should include a proof of payment of the Organizer's fee.
2. The complaint will be processed by the Organizer within 14 days from receipt.
3. In the complaint application, the Customer should also submit a statement on the preferred method of resolving the problem in the event the complaint is accepted by the Organizer. The Customer may request removal of the defect, i.e. provision of a new training in its entirety or in the selected scope. In the event that the defect being the subject of the complaint had been remedied previously, the Customer who is a consumer may also demand a price reduction or submit a statement of cancellation of the contract, where:
    1. the reduced price shall be in such proportion to the contractual price as the value of the Training with the defect is to the value of Training without a defect,
    2. the Customer is not entitled to cancel the contract if the defect of the Training is irrelevant.
4. In the event of any defects in the complaint, the Organizer will ask the Customer to rectify them.

§ 7 Out-of-court methods of dealing with complaints and pursuing claims

1. The Organizer informs that after the end of the process of considering the complaint, the complainant is entitled to use extrajudicial means of dealing with complaints and pursuing claims. For this purpose, the complainant may, in particular, use one of the alternative methods of resolving domestic and cross-border consumer disputes (alternative dispute resolution, ADR), including mediation, arbitration, conciliation, or use the online dispute resolution platform (ODR).
2. Detailed information on extrajudicial dispute resolution and redress procedures as well as rules of access to these procedures are available at the registered office, as well as on the website of the European Consumer Centre (clearing house) operating in the complainant's country. The European Consumer Centre (clearing house) will help the complainant to forward a cross-border complaint to the relevant ADR system in the Organizer's country.
3. The complainant may also use the online dispute resolution (ODR) platform – the platform is the access point for consumers and entrepreneurs seeking out of court dispute resolution. It is an interactive website offering electronic and free of charge access in all official EU languages, available at http://ec.europa.eu/consumers/odr/.
4. The use of any extrajudicial methods of dealing with complaints and redress is voluntary and can take place with the consent of all of the parties.

§ 8 Right to cancel

1. A Customer who is a consumer within the meaning of the Civil Code has the right to cancel the contract without giving a reason, within 14 days from the date of its conclusion, unless the Organizer started the Training before that deadline with the express consent of the consumer and after the consumer had been informed about the loss of the right to cancel.
2. The Customer who is a consumer may exercise his right to cancel the contract by making an appropriate declaration in an electronic form (e.g. by e-mail). The Customer may use the cancellation form whose template is attached to these Regulations.
3. In the event of effective cancellation of the contract, the Organizer shall return all the fees paid by the Customer within 14 days from the date of receipt of the declaration of cancellation of the contract.

§ 9 Final provisions

1. Any disputes related to the Training will be resolved by competent common courts. The court having jurisdiction over the registered office of the Organizer shall be the competent court.
2. Any matters not regulated herein shall be governed by the relevant provisions of generally applicable law, in particular The Civil Code of 23 April 1964 (Journal of Laws 1964, No. 16, item 93, as amended) and the Act on Copyright and Related Rights of February 4, 1994 (Journal of Laws 1994 No. 24 item 83, as amended) and the Act on Consumer Rights of 30 May 2014 (Journal of Laws 2017, item 683).

Form of declaration of cancellation of distance contract

...., date .....

.....

.....
Full name and address of the consumer

k7 s.c.
ul. Ożynowa 29
53-009 Wrocław
POLAND

I hereby declare that in accordance with Article 27 of the Act on Consumer Rights of 30 May 2014 (Journal of Laws 2014, item 827) I cancel the contract concluded on ..... regarding purchase of the service "MacGadka Training: macOS Basics" training.

.....
signature

The controller of personal data (such as: first name, last name, address, e-mail address, phone number and company name - hereinafter referred to as "personal data") is k7 Miłosz Staszewski Jolanta Soja s.c., with its registered office in Wrocław (53-009; Poland) at ul. Ożynowa 29 (hereinafter referred to as "k7 s.c."). Contact to the Personal Data Officer: gdpr@k7.eu.
The provision of the above personal data is voluntary but necessary to execute the contract.
By accepting these Regulations you consent to the collection, processing and use of the specified personal data by k7 s.c. for the aforementioned purpose, in accordance with the provisions of the Act on the protection of personal data of 10 May 2018 (Journal of Laws 2018 item 1000, as amended) and Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons 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, GDPR).
Your personal data may be made available to authorized employees and persons cooperating with k7 s.c. on the basis of civil law contracts, who must have access to personal data in order to fulfill the above mentioned purpose of processing. Your personal data may also be made available to authorized state authorities (in special situations where the applicable law requires such disclosure).
k7 s.c. will process your personal data for a period necessary to achieve the purpose of processing or until you object to the processing.
You have the right to access your data, the right to demand rectification, the right to demand limitation of processing, the right to transfer data and the right to request their erasure.
You have the right to object to further processing of your data. The exercise of the right to withdraw consent for further processing of data does not affect the processing that had already taken place until the consent was withdrawn. In the event of objection to further data processing, k7 s.c. will stop processing your data for the above-mentioned purpose, unless it can demonstrate that there exist important legally valid grounds relating to your data that override your interests, rights and freedoms – or your personal data is necessary for possible determination, investigation or defense of claims.
Your personal data will not be used for profiling.
k7 s.c. does not process your personal data for direct marketing purposes.
If, in your opinion, the processing of your personal data violates the provisions of GDPR, you have the right to lodge a complaint with the supervisory authority, the President of the Personal Data Protection Office.

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