

# TERMS AND CONDITIONS

EFFECTIVE FROM JUNE 15, 2024

## § 1

### General Provisions

1. These terms and conditions (hereinafter referred to as the "Terms") set out the terms for the provision of electronic services via the website [www.brilliance.pl](http://www.brilliance.pl) by Brillance sp. z o.o., based in Kraków, at Królowej Jadwigi 167B Str., 30-212 Kraków (Poland), registered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for Kraków-Śródmieście in Kraków, XI Commercial Division of the National Court Register under the number KRS: 0000193560, NIP: 6772225251, REGON: 356802784, share capital of PLN 50,000.00, e-mail: [biuro@brilliance.pl](mailto:biuro@brilliance.pl).
2. Terms used in this document mean:
  - a) Terms – these terms of service for electronic services in the understanding of Article 8(1) of the Act of July 18, 2002, on the provision of electronic services (consolidated text, Journal of Laws of 2020, item 344);
  - b) Service Provider – Brillance sp. z o.o., based in Kraków, at ul. Królowej Jadwigi 167B, 30-212 Kraków (Poland), registered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for Kraków-Śródmieście in Kraków, XI Commercial Division of the National Court Register under the number KRS: 0000193560, NIP: 6772225251, REGON: 356802784, share capital: PLN 50,000.00, which operates the Website and provides electronic Services through it;
  - c) Website – the Service Provider's website at: [www.brilliance.pl](http://www.brilliance.pl);
  - d) Website User – a natural person with full legal capacity, a legal person or an organizational unit without legal personality, to whom the law grants legal capacity, who browses the content posted on the Website;
  - e) Client – a natural person with full legal capacity, a legal person or an organizational unit without legal personality, to whom the law grants legal capacity, who uses the Services provided electronically;
  - f) Consumer – a Client who is a natural person with full legal capacity, who has concluded an agreement for the provision of electronic services with the Service Provider not directly related to their business or professional activity;
  - g) Services – electronic services offered by the Service Provider via the Website, including: enabling the conclusion of online agreements for the provision of training by the Service Provider, enabling participation in current or future recruitment processes conducted by the Service Provider for a specific position, enabling the use of other functionalities of the Service Provider's Website, including contact with the Service Provider via a dedicated contact form;
  - h) Training – a type of Service in the form of training organized by the Service Provider either online or onsite, concerning conducting and monitoring of clinical trials, whose detailed description, content, and price are posted on the Website.
3. The Terms are available free of charge via the Website in a form that allows their downloading, reproduction, and recording at any time. The Terms are also available on the Website in Polish.
4. In matters not regulated by the Terms, the relevant provisions of Polish law shall apply, in particular the provisions of the Act of July 18, 2002, on the provision of electronic services (consolidated text, Journal of Laws of 2020, item 344), the Act of May 30, 2014, on consumer rights (consolidated text, Journal of Laws of 2023, item 2759), and the Act of April 23, 1964 – Civil Code (consolidated text, Journal of Laws of 2023, item 1610, as amended).

## **§ 2**

### **Type and Scope of Services**

1. The Service Provider provides electronic Services via the Website, including:
  - a) enabling the conclusion of agreements for the provision of Training by the Service Provider;
  - b) enabling participation in current or future recruitment processes conducted by the Service Provider for a specific position;
  - c) enabling the use of other functionalities of the Service Provider's Website, including contact with the Service Provider via a dedicated contact form.
2. The Service Provider reserves the right to change the prices of the Trainings listed on the Website at any time, without prejudice to the rights previously acquired by the Clients. The Service Provider also reserves the right to withdraw some Trainings from the offer or introduce new Trainings. The Service Provider also reserves the right to grant discounts on all or selected Trainings at its sole discretion, as well as to conduct advertising campaigns under the conditions described in a separate regulation.
3. All prices listed on the Website are expressed in Polish zloty (PLN) and include VAT at the applicable rate, if the Service Provider is obliged to charge it under the applicable Polish law.

## **§ 3**

### **Conclusion of the Agreement**

1. Descriptions of the Trainings available on the Website, along with their prices, do not constitute an offer within the meaning of the Polish Civil Code but are an invitation to conclude an agreement.
2. Registration for the selected Training by the Client is done by filling out the registration form available on the Website in the Training section. The registration form must include the required identification and address data necessary to conclude the agreement. Concluding the agreement between the Service Provider and the Client does not require the Client to create an individual user account.
3. Finalizing the registration is done by clicking the "Send" button or another button with an equivalent phrase. Participation in the Training obliges the Client to pay the price within the terms and conditions specified on the Website. The finalization of the registration requires the prior acceptance of the Terms and the Privacy Policy by the Client.
4. If the Client has any doubts regarding the content of the Terms or the Privacy Policy, the Client must contact the Service Provider at [biuro@brillance.pl](mailto:biuro@brillance.pl) before filling out the registration form to clarify any doubts. For matters related to data protection, please contact: [privacy@brillance.pl](mailto:privacy@brillance.pl).
5. The Client's application for the selected Training is processed immediately, but no later than within 14 days from the date of receipt of the application. The Client will be informed by the Service Provider about the further steps via email or phone.
6. The agreement between the Service Provider and the Client is concluded at the moment when the Client receives an email confirmation from the Service Provider. Acceptance of the Client for the selected Training is also conditioned upon the full payment of the price within the terms and conditions specified on the Website. The agreement between the Service Provider and the Client is concluded for the time necessary to conduct the Training as specified on the Website.
7. The Service Provider reserves the right to cancel or change the date of the specified Training for important reasons, particularly due to illness or other unforeseen circumstances concerning the persons conducting the Training, as well as in the case of an insufficient number of applications.

## **§ 4**

### **Client's Rights and Obligations**

1. In the registration form, the Client must provide true identification and address data. The Client cannot conclude the agreement anonymously, under a pseudonym, or by providing third-party data unless the person filling out the registration form acts as a representative of the Client being a legal person or an organizational unit without legal personality, to which the law grants legal capacity. The Client is legally responsible for providing false data in the registration form.
2. The Service Provider reserves the right to refrain from providing the Services if the Client provides false data or if the data provided by the Client raise justified doubts of the Service Provider. In such a case,

the Service Provider will promptly inform the Client by phone or email about the doubts raised and will take the necessary steps to clarify them.

3. If the Client does not clarify the raised doubts, the Service Provider is entitled to cancel the Client's registration. If the Client has paid any funds towards the registration, they will be refunded promptly, but no later than within 14 days, to the Client's bank account.
4. The Service Provider takes the necessary technical and organizational measures to ensure the confidentiality and integrity of the data provided by the Client, including personal data, in accordance with the principles specified in GDPR. The Client must inform the Service Provider about any suspected or confirmed incidents threatening the confidentiality or integrity of the Client's data or third-party data. The Client must also inform the Service Provider about any detected errors in the operation of the Website.
5. If a Consumer purchases participation in a Training via the Website, the Consumer has the right to withdraw from the agreement without giving any reason within 14 days from the date of the agreement. To meet the 14-day withdrawal deadline, it is sufficient for the Consumer to send a statement of withdrawal from the agreement before the deadline.
6. The right to withdraw from the agreement can be exercised by the Consumer in any unequivocal manner, particularly by sending an appropriate declaration of will to withdraw from the agreement in the following ways:
  - a) to the email address: [szkolenia@brillance.pl](mailto:szkolenia@brillance.pl);
  - b) to the correspondence address: Brillance sp. z o.o., Królowej Jadwigi 167B Street, 30-212 Kraków (Poland).
7. The Consumer can also use the template withdrawal form attached to these Terms, which is not mandatory and does not constitute a legal requirement.
8. In the case of a successful withdrawal from the agreement by the Consumer, the Service Provider will refund all funds received from the Consumer promptly, but no later than within 14 days from the date the Service Provider receives the Consumer's statement of withdrawal. The same refund deadline applies if the Client withdraws from the purchased Training under the conditions specified in § 4(9).
9. After the deadline specified in § 4(5), if the Client withdraws from the purchased Training, the following refund rules apply:
  - a) withdrawal up to 14 days before the Training date: 100% refund of the paid amount;
  - b) withdrawal from 14 to 7 days before the Training date: 50% refund of the paid amount;
  - c) withdrawal less than 7 days before the Training date: no refund.

## **§ 5**

### **Payments**

1. Available payment methods are described on the Service Provider's Website, and their selection is made when filling out the registration form by the Client. Electronic payments are made under the conditions specified in a separate regulation provided by the electronic payment operator chosen by the Client. The Service Provider does not charge any additional fees for processing payments.
2. VAT invoices documenting the purchase of a specific Service, in cases where the Service Provider is legally obliged to issue them, will be sent to the Client in electronic form to the email address provided in the registration form.
3. For any questions or doubts regarding payment processing or refunds for Trainings, please contact us at [szkolenia@brillance.pl](mailto:szkolenia@brillance.pl).

## **§ 6**

### **Technical Requirements and Specific Risks**

1. Using the Website is possible on devices with Internet access that meet the following minimum technical requirements:
  - a) for desktop and laptop computers: installation of a web browser with JavaScript enabled: Microsoft Edge, Google Chrome, Firefox, Safari, Opera;

- b) for mobile devices (smartphone, tablet, etc.): Android operating system version 6.0, iOS 9.0 or newer.
- 2. Using the Website is also possible on devices that do not meet the minimum requirements specified in § 6(1). However, in such cases, the Service Provider does not guarantee that the Website or its specific elements and functionalities will work correctly.
- 3. The Service Provider is entitled to introduce a technical break in the operation of the Website not exceeding 72 hours at a time to perform necessary configuration or maintenance work, of which the Service Provider will inform the Clients and Website Users by posting an appropriate announcement on the Website.
- 4. Using the Website does not increase the usual level of risk for the security of devices used by the Client or Website User. However, the Service Provider recommends not sending any identifiers, access passwords, or other information via the Website, including via the contact form, whose disclosure could pose a threat to the security or privacy of the Client, Website Users, or third parties.
- 5. Using the Website may involve the following risks for the Client or Website Users:
  - a) the possibility of breaking the security of the ICT system to obtain personal data or other information of the Client or Website Users;
  - b) the possibility of the Client or Website User receiving spam, i.e., unsolicited commercial information sent electronically by third parties;
  - c) the possibility of spyware or other harmful software;
  - d) the possibility of password phishing, i.e., sending fake messages resembling authentic ones to obtain personal data or other information of the Client or Website User.

## **§ 7**

### **Unlawful Content**

- 1. It is prohibited to make available or distribute via the Website, including via the contact form, content of an unlawful nature that violates generally applicable laws, good customs, or social norms, in particular:
  - a) content which is obscene or vulgar content;
  - b) content inciting hatred, particularly based on race, age, gender, nationality, state or ethnic affiliation, worldview, sexual orientation;
  - c) content offending religious feelings;
  - d) content propagating totalitarian ideologies, particularly national socialism, fascism, or communism;
  - e) content infringing the personal rights of third parties;
  - f) content violating intellectual property rights of third parties, including trademark rights or other designations, as well as copyright or related rights of these persons;
  - g) content promoting, encouraging, or facilitating the commission of a crime or offense, including tax crimes or offenses;
  - h) content that may pose a threat to the proper functioning of the Service Provider's Website or third-party websites.
- 2. The Client or Website User who becomes aware of the availability or distribution of unlawful content via the Website should immediately report this fact to the Service Provider by sending an appropriate email to: [biuro@brillance.pl](mailto:biuro@brillance.pl).
- 3. The Service Provider is entitled to refrain from providing all or part of the Services to a specific Client or Website User who makes available or distributes unlawful content via the Website or otherwise violates the provisions of the Terms and/or generally applicable laws.

## **§ 8**

### **Complaints**

- 1. Complaints related to the provision of Services by the Service Provider, including those concerning the purchased participation in a Training, can be submitted in any unequivocal manner, including by post or electronically to the address specified in § 4(6) of the Terms. The Client or Website User can also use

the contact form available on the Website, which is not mandatory and does not constitute a legal requirement.

2. The complaint should include:
  - a) the name and surname or company of the person submitting the complaint;
  - b) the correspondence address or email address;
  - c) a description of the subject of the complaint;
  - d) a concise description of the request or proposed way of handling the complaint.
3. The Service Provider processes complaints in the order of their receipt, no later than within 14 days from the date of receipt of the complaint. Immediately after processing the complaint, the Service Provider informs the person submitting the complaint about the manner of its resolution. Information on the manner of resolving the complaint is sent to the correspondence address provided in the complaint or to the email address, depending on the way the complaint was submitted.
4. The Service Provider reserves the right to leave the complaint unanswered if the complaint does not include a correspondence address or email address, and the Service Provider has no other way of determining the contact details or telecommunication details of the person submitting the complaint.
5. If the complaint is left unanswered or rejected, the person submitting the complaint has the right to submit a request for reconsideration. In such a case, the provisions of § 8(1-4) apply accordingly, except that the deadline for reconsidering the request must not exceed 7 days.

## **§ 9**

### **Out-of-Court Dispute Resolution**

1. The Service Provider hereby consents to submit any disputes arising in connection with the performance of concluded agreements to mediation. The detailed conditions for conducting mediation, including the costs of its conduct, will be determined by the parties in a separate agreement.
2. The Consumer has the right to use out-of-court methods of handling complaints and asserting claims, including, in particular:
  - a) applying to a permanent consumer arbitration court with a request to resolve the dispute;
  - b) applying to the provincial inspector of the Trade Inspection with a request to initiate mediation proceedings for amicable settlement of the dispute;
  - c) using the assistance of the county (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection.
3. Detailed information on the possible out-of-court dispute resolution methods, including the costs associated with using such forms of dispute resolution, is available on the website: [www.uokik.gov.pl](http://www.uokik.gov.pl).

## **§ 10**

### **Final Provisions**

1. The Terms come into force on the date of their publication on the Service Provider's Website, i.e., on June 15, 2024, and remain in force until their repeal or amendment.
2. The Service Provider reserves the right to make changes to the Terms at any time. Any changes to the Terms will be announced on the Website at least 14 days before the new terms come into force.
3. The invalidity or ineffectiveness of any provision of the Terms does not render the remaining provisions invalid. In place of the invalid or ineffective provisions, provisions will be applied that most closely correspond in scope and essence to the provision found to be invalid or ineffective.
4. Detailed rules for the processing of personal data by the Service Provider, including a description of the rights of persons whose personal data are processed, are included in the Privacy Policy available on the Website.
5. Any disputes between the Service Provider and the Client arising in connection with the performance of the agreement for the provision of Services will be resolved primarily through negotiation or mediation. In the absence of an agreement, any disputes will be submitted to the jurisdiction of Polish common courts according to general jurisdiction.

\_\_\_\_\_, date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Brillance sp. z o. o.**  
ul. Królowej Jadwigi 167B  
30-212 Kraków (Polska)  
KRS: 0000193560

## STATEMENT OF WITHDRAWAL FROM THE AGREEMENT

I, the undersigned \_\_\_\_\_, hereby withdraw from the agreement for the provision of training concluded electronically on \_\_\_\_\_ via the website: [www.brillance.pl](http://www.brillance.pl), the subject of which was the following training: \_\_\_\_\_.

\_\_\_\_\_  
date and signature

### NOTICE:

1. You have the right to withdraw from the agreement for the provision of electronic Services within 14 days without giving any reason. The withdrawal period expires after 14 days from the date of concluding the agreement.
2. To exercise the right of withdrawal, you must inform us of your decision to withdraw from the agreement through an unequivocal statement (e.g., by email or traditional mail). The address and identification data have already been provided in this template statement.
3. You may use this template withdrawal form, but it is not mandatory. The form should be filled out legibly, preferably in capital letters.
4. To meet the withdrawal deadline, it is sufficient for you to send the information concerning the exercise of the right of withdrawal before the withdrawal period expires.
5. In the case of withdrawal from this agreement, we will reimburse all payments received from you promptly, but no later than within 14 days from the date on which we were informed of your decision to exercise the right of withdrawal.
6. The reimbursement will be made using the same means of payment that you used for the initial transaction, unless you have expressly agreed otherwise. In any case, you will not incur any fees in connection with the reimbursement.
7. For more information in this regard, you can refer to the Terms of Service for electronic services, which are available on the website: [www.brillance.pl](http://www.brillance.pl).