

These regulations and attachments ("Website Regulations") have been prepared on the basis of art. 8 clause 1 point 1 of the Act of July 18, 2002 on the provision of electronic services, i.e. of January 31, 2018 (Journal of Laws of 2017, item 1219, as amended).

I. Introductory Provisions

1. The Regulations are made available free of charge via Vulcan Training & Consultancy (VTC), which makes it possible to become familiar with its content before the conclusion of the Agreement by VTC users. You can print the Regulations directly from the website, as well as the Regulations are available in PDF format, which allows it to be saved and printed.

2. VTC regulations are available at <http://vulcan-tc.pl/>

3. VTC regulations are run by the company Vulcan Training & Consultancy Limited Liability Company based in Szczecin, ul. Ludowa 8C, 71-700 Szczecin, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Szczecin Commercial Department under the number KRS 0000597863, REGON 3635421970, having share capital in the amount of PLN 60,000.00, using NIP 8513190949.

4. Contact with Vulcan Training & Consultancy is possible through electronic mail: booking@vulcan-tc.pl;
by phone: +48 664 77 10 50;
in writing to the address: ul. Ludowa 8c, 71-700 Szczecin

II. Definitions:

Student - means an entity interested in purchasing Services from the Company who has gained access to Vulcan Training & Consultancy or Services provided by the Company on the principles set out in these Regulations;

Vulcan Training & Consultancy - means the portal run by the Company operating at the address: <http://vulcan-tc.pl>, under which Transactions are organized via the Internet;

Offer - means a proposal to provide Services by the Company posted on Vulcan Training & Consultancy, including all materials and rights on intangible goods contained in this proposal; The offer does not constitute an offer within the meaning of the Civil Code;

The company - means Vulcan Training & Consultancy Limited Liability Company based in Szczecin, ul. Ludowa 8C, 71-700 Szczecin, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Szczecin Commercial Department under the number KRS 0000597863, REGON 3635421970, having share capital in the amount of PLN 60,000.00, using NIP 8513190949.

Transaction - means the procedure for concluding the Agreement set out in these Regulations;

Agreement - means an agreement concluded between the Student and the Company, under which the Company undertakes to provide Services under the Order in exchange for the Remuneration payable by the Student;

Services - means services provided by the Company that may be the subject of a Transaction and Agreement in accordance with these Regulations;

Remuneration - means the remuneration due to the Company;

Order - means the order submitted by the Student to the Company by completing the form provided at Vulcan Training & Consultancy, regarding the provision of Services, specifying in particular the place and dates of the Services;

III. Terms of Participation

1. Students.

Students with full legal capacity may be students. In the case of natural persons, 18 years old can be students. Trainees can also be people running a sole proprietorship.

2. Order.

(a) Filling out the form. Filling out the form provided on Vulcan Training & Consultancy allows the Students to conclude the Agreement (place an Order). Conclusion of the Agreement is possible without registering the user account. In this case, the Student will be required to pay the entire Remuneration no later than 48 (forty-eight) hours from the moment of receipt of the notification of acceptance of the Order by the Company. Otherwise the order will expire.

(b) Natural persons not conducting activities. Natural persons not conducting economic activity in order to place an Order should provide the following data: name and surname, date of birth, address of residence, telephone number.

(c) Entrepreneurs.

(i) Placing an Order by a natural person using Vulcan Training & Consultancy in connection with a sole proprietorship may be carried out by a person who is authorized to represent the person and / or to perform on his behalf all activities related to completing the form provided on Vulcan Training & Consultancy and conclusion of the Agreement.

(ii) In order to place an Order, a person acting for a given entity should complete the form by providing: name and surname of the person making the registration, full name (company) of the registered entity, main address of the place of business, tax identification number, e-mail address and person such should indicate whether he is an active VAT payer.

3. Permits or consents.

In the event that the provision of Services requires permission, permission, reconciliation or any acceptance or consent of a third party, the Student is required to send such consent to the Company immediately after completing the form provided on Vulcan Training & Consultancy. Otherwise, it is considered that no such consent is required.

4. Confirmation.

After completing and confirming the accuracy of the data in the form, an e-mail will be sent to the e-mail address provided in it containing confirmation or refusal to confirm the registration for the given course. If you send an e-mail with confirmation of registration for the course, this e-mail will contain the account number to which you must pay the Remuneration and other information required by law ("Confirmation").

5. Verification of student data.

(a) The Company may make the conclusion of a Contract by the Student conditional on crediting his data.

- (b) Failure to send by the Student within the time limit specified in these Regulations or failure to provide the Company with the required copies of documents or their negative verification by the Company makes it impossible to conclude the Agreement.

IV. TRANSACTIONS AND CONCLUSION OF THE CONTRACT

1. General Provisions.

(a) The Company, through Vulcan Training & Consultancy, enables the Students to conclude Agreements on the terms set out in the Regulations and for this purpose provides the Students with the appropriate system tools.

(b) Students may enter into a Contract in relation to various Services provided by the Company (various courses).

2. Transaction.

(a) Offer.

(i) Description of the Offer.

(A) The Company publishing Offers on Vulcan Training & Consultancy publishes its description and defines the scope of Services (courses) it offers.

(B) Subject to the provisions of these Regulations, the Student is bound by the content contained in the description of the Offer.

(C) The Company in the Offer placed as part of Vulcan Training & Consultancy indicates the Remuneration due for the provision of given Services (courses).

(D) The Company may at any time remove or change the Offer if its content violates the Regulations or applicable law or as a result of circumstances for which the Company is not responsible.

(E) The Company is required to indicate in the Offer (i) the conditions related to the given Service, including dates and times, (ii) remuneration for the given Service (course).

(ii) Copyright.

(A) The Company has exclusive personal and property copyrights to Vulcan Training & Consultancy, including the Offer.

(B) Subject to other provisions of these Regulations, all materials, including logos, graphics, layout and composition of these elements (so-called layout), trademarks and other information available on the Vulcan Training & Consultancy websites are the subject of the Company's exclusive rights. The indicated elements constitute the subject of property copyrights, industrial property rights, including rights from registration of trademarks and rights to databases, and as such enjoy statutory legal protection.

(iii) Dates.

The Company in the Offer specifies the dates of providing Services (individual courses). To this end, the company will maintain the current calendar as part of Vulcan Training & Consultancy. The placement of an Order by the Student in relation to a given Service (given course) is not a guarantee of participation in the course.

(b) Order

(i) Order Content.

(A) In the Order, the Student indicates the Service to which he intends to enroll (course) and its date.

(B) In the Order, the Student may also propose an additional range of Services if they are offered by the Company.

(ii) No modification of Orders.

Subject to the remaining provisions of these Regulations, after the Order has been accepted by the Company, the Student may not change the Order or edit it.

(iii) Access to placed Orders.

After placing the Order, the Student will be informed in the Confirmation about the details of the given Service, in particular the dates and method of payment of the Remuneration.

(iv) Order compliance with the law.

By sending the Order to the Company, the Student declares that the Order does not violate applicable law or the rights of third parties, and that he is capable and authorized to perform the Agreement.

(c) Transaction Procedure.

(i) The Company enters into the Transaction by publishing the Offer. To enter the Transaction, the student must place Orders (complete the relevant Order form), then verify its content and confirm the Order. Placing an Order is tantamount to the acceptance of the Regulations and training regulations by the Student.

(ii) Upon submission of the Order, the Student agrees that the Company may provide information regarding the Student's data and to process the Student's personal data to the extent necessary to perform the Agreement.

(iii) Subject to the provisions of these Regulations, the Agreement is concluded upon payment by the Student of the Remuneration specified in the Offer and Confirmation.

(iv) Each Confirmation will contain the name of the given Student, date and name of the given Service (course).

(v) In the event of planned technical breaks and technical failures of Vulcan Training & Consultancy, the deadline for the Company to accept the Order placed before such break or failure is automatically extended by the time necessary to remove it and resume work of Vulcan Training & Consultancy.

(vi) In any case in which during the course of the course the Student declares by phone to the Company that he resigns from further Transaction, the Order is automatically canceled, which does not exclude the responsibility of the Student.

(d) Conclusion of the Agreement

(i) Agreement. On the day of payment of the Remuneration by the Student to the account number sent in the confirmation in accordance with point 4 above, an agreement is concluded between the Student and the Company whose subject is the provision of Services by the Company under the conditions specified in the Confirmation and the Regulations. Effective payment of the Remuneration is the day on which the Company's bank account is credited with the full amount resulting from the Confirmation.

(ii) Possibility of withdrawal from the Agreement. Within 14 days of the conclusion of the Agreement with the Student, the Student who is a consumer within the meaning of the Act of 30 May 2014 on consumer rights, i.e. of 9 March 2017 (Journal of Laws of 2017, item 683, as amended changes) may withdraw from the Agreement without giving reasons. The rules of withdrawal from the Agreement and the model withdrawal form that the Student may use are set out in the information constituting Annex 2 to these Regulations. The right to withdraw from the Agreement is not entitled to the Student in cases specified in the Act on consumer rights.

(iii) Confirmation of the conclusion of the Agreement. Acceptance of the Order is confirmed by sending a .pdf file containing the Confirmation to the e-mail address provided by the Student.

(iv) In case of registering more people than the number of places available for one course, the first payers will have priority.

(v) The Company, in a separate agreement with persons conducting business activity, may specify other conditions for concluding the agreement.

V. REMUNERATION AND PAYMENTS

1. Fees.

Services provided by the Company are payable. Fees and commissions are charged to the Student in accordance with the Offer. The rules for making the payment Remuneration are set out in the Confirmation.

2. VAT.

All amounts indicated in the table of fees and commissions are gross amounts (they include VAT on goods and services if such tax is due). The amounts of fees and commissions are rounded up to full zlotys.

3. Invoices.

(a) In-run students are invoiced. To this end, they should complete the appropriate form when placing the Order. Invoices not conducting business activity are invoiced only at their request. Invoices are issued using the Student's data indicated by him.

(b) Acting on the basis of the Regulation of the Minister of Finance of 17 December 2010 on sending invoices in electronic form, rules for their storage and the procedure for making available to the tax authority or fiscal control authority (Journal of Laws 2010 No. 249 item 1661) by accepting these Regulations consent to the sending of invoices, duplicates of these invoices and their corrections in electronic form by VULCAN TRAINING & CONSULTANCY Sp. z o. o.

(c) A student who is a VAT payer with its registered office in the territory of a European Union other than Poland is required to submit documents confirming his registration as a taxable person in one of the European Union countries other than Poland.

(d) The Company delivers invoices by making them available in electronic form to the e-mail address provided in the Order. Acceptance of the Regulations constitutes at the same time consent to sending (sharing) invoices in electronic form, within the meaning of the provisions on tax on goods and services, on the principles described in the Regulations.

(e) The student may withdraw his acceptance of delivery (sharing) of invoices in electronic form, reporting it to the Company. The withdrawal or submission of a declaration of withdrawal from the Agreement by the Student is also considered as withdrawal of acceptance for sending (sharing) invoices in electronic form.

4. Payment terms for companies

a) Payments should be made in PLN within 30 days from the date of issuing the invoice in the manner specified by the Company on the invoice. Opposition to the amounts described does not suspend payment. The Company may at any time request full or partial advance payment / payment and / or otherwise require payment security for services rendered or for the performance of the Contract.

b) If the above payment deadline is exceeded by the Company, the Company has the right to suspend the provision of services to Students sent by this Company. When the Company is in arrears of any payment, all other claims that the Company has against the Company will be immediately due and payable.

c) In the event of liquidation, insolvency, attachment or suspension of payments by the Company, all claims of the Company against the Company shall be immediately due.

d) All court or out-of-court costs incurred by the Company as a result of late payment of the Remuneration will be covered by the Company.

e) The company shall pay the Remuneration in the form of an electronic transfer to the account specified by the Company. The date of successful payment is the crediting of the Company's account with the full amount of Remuneration.

VI. COMPLAINTS

1. Possibility to submit a complaint.

Each student has the right to lodge a complaint in relation to the service provided by Vulcan Training & Consultancy.

2. Form.

Complaints may be submitted in writing or in electronic form: booking@vulcan-tc.pl or by post to the following address: Vulcan Training & Consultancy, ul. Ludowa 8c, 71-700 Szczecin within 14 days of the end of the service.

3. Completeness of complaints.

The complaint should include:

for the name of the student / in the case of the company registering the student - company name;

for the Delegate / Company address

for a description of the subject of the complaint enabling it to be clearly identified (including the name of the course, date and place of implementation)

for justification of the complaint;

4. Deadline.

The deadline for considering the complaint is 14 business days from the date of receipt of the complaint. In the absence of providing information in the above the complaint is considered justified.

5. The complaint process.

- o Receipt of a complaint from a Delegate

- o Operations Manager confirms the Delegate receiving the complaint and informs the General Manager of its receipt.

- o Operations Manager together with QHSE Lead analyzes the subject of the complaint and makes necessary explanations (including interviews with the instructor, delegate and possibly with training participants or an external center if the complaint relates to the conditions in which the training was carried out and Vulcan Training was responsible for providing it) & Consultancy).

- o Operations Manager makes a decision together with the General Manager as to the legitimacy of complaints and proposals for compensation.

- o Operations Manager informs the Delegate about the decisions taken.

- o General Manager decides to take corrective actions.

6. Compensation offer.

In the event of a legitimate complaint, the possible forms of compensation are:

for a discount (reduction of the price of the service provided or reduction of the price of the next service rendered)

for the implementation of an additional service (training, consultations)

for the repeated implementation of the service (with the removal of the reason for the complaint, e.g. with a change of trainer / consultant)

VII. COMPANY'S RIGHTS AND OBLIGATIONS

1. Rights and obligations of the Company and Students

(a) The Company shall not be liable for the consequences of actions taken by Students or third parties that violate the provisions of the Regulations or generally applicable law.

- (b) The Company shall not be liable to the Students for the lack of conclusion of the Agreement or for any losses or profits lost by them resulting from the lack of conclusion of the agreement.
- (c) If it turns out that the Company needs to provide additional documents or confirm information provided by the Student, the Company may:
 - (i) make the use of Vulcan Training & Consultancy conditional upon the Student confirming such information with other documents,
 - (ii) suspend the provision of Services to a given Student for a definite or indefinite period.
- (d) The Course Participant bears full responsibility for its actions being the basis for suspending the provision of Services, in particular it may be liable for damages towards the Company or other Course Users.
- (e) The Company may refuse to provide Services to a given Student at its own discretion.
- (f) The Company may create for students other additional services provided by the Company and introduce regulations applicable to given courses. For the purposes of providing the Services (courses) in question, the rights and obligations of the Company and Students may be shaped differently than in these Regulations. The condition for the use of such services by the Students is the acceptance by the Student of the relevant regulations.

2. Student rights and obligations

(a) General provisions.

- (i) All actions taken by the Students in connection with the provision of Services to them should be in accordance with these Regulations, applicable law and decency. The Student may not take actions that adversely affect the security of the Services provided by the Company or otherwise harm other Students or the Company's clients.
- (ii) Students should store information about Agreements concluded as part of Vulcan Training & Consultancy on their own.
- (iii) It is forbidden to collect or process any data, materials or other information available in Vulcan Training & Consultancy for the purpose of further sharing them with third parties on other websites or in any other form.

(b) Responsibility.

- (i) If the Student does not proceed to perform the Agreement in accordance with the Order previously confirmed by the Company, the Student will be obliged to pay to the Company a contractual penalty of 100% of the amount of the Remuneration.
- (ii) The Student will inform the Company at least 7 days in advance of any change in the Order or scope of the Services (training) ordered or cancellation.
- (iii) If any change in the Order or the scope of the Services (training) ordered or cancellation occurs within a period of 7 days - 72 hours, before the scheduled start of the provision of Services (training), the Student shall pay a contractual penalty of 25% of the Remuneration.
- (iv) If any change in the Order or the scope of the Services (training) ordered or cancellation occurs within 72 hours - 48 hours before the scheduled start of the Services (training), the Student shall pay a contractual penalty of 50% of the Remuneration.
- (v) If any change in the Order or the scope of the Services (training) ordered or cancellation occurs within 48 hours - 24 hours before the scheduled start time of the provision of Services (training), the Student shall pay a contractual penalty of 75% of the Remuneration.

(vi) If any change to the Order or ordered scope of the Services (training) or cancellation occurs within a period shorter than 24 hours before the scheduled start time of the provision of the Services (training), the Student shall pay a contractual penalty of 100% of the Remuneration.

(vii) Neither party will be liable to the other if the Contract is not performed due to force majeure or fortuitous events or other circumstances beyond the will of either party, which could not be prevented.

(viii) In the event of non-performance of the Agreement for reasons related to the Student, even if not attributable to him, he is obliged to pay a contractual penalty in accordance with these Regulations.

(c) No recording.

(i) Without the express consent of the Company, the Student may not professionally record audio or video to register Services provided by the Company.

VIII. TERMINATION OF THE CONTRACT

1. Contract Period.

The contract is concluded for an indefinite period. The provisions of these Regulations regarding reserved contractual penalties, confidentiality, copyrights and consents expressed by the Student shall remain in force also after the expiry of the Agreement.

2. Termination of the Agreement.

Subject to the provisions of these Regulations, in particular obligations after the termination of the relevant contract, the Contract may be terminated by the Company for important reasons with fourteen days' notice.

3. Re-registration.

If a given contract has been terminated by the Company, the Student may not place Orders again by Vulcan Training & Consultancy without the prior written consent of the Company (otherwise being null and void).

IX. GENERAL PROVISIONS.

1. Confidentiality.

(a) The Company collects and processes personal data provided by the Students in accordance with applicable law and in accordance with the privacy policy published by Vulcan Training & Consultancy.

(b) Information about other Students that a given Student has received from the Company, this Student may only use for the purposes of conducting the Transaction and performing the Agreement concluded via Vulcan Training & Consultancy.

(c) The Student is obliged to keep confidential information about the Company and other Students that he has received in connection with the Agreement or using Vulcan Training & Consultancy for a period of 2 years from the date of receipt.

2. Amendments to the Regulations.

(a) The Company may amend these Regulations. The change becomes effective on the date indicated by the Company, in each case not less than 14 days from the moment of making the amended Regulations available under Vulcan Training & Consultancy.

(b) Transactions initiated before the entry into force of the new Regulations will be governed by the provisions of the existing Regulations.

(c) The student will be notified of the content of the new Regulations and the possibility of its acceptance or non-acceptance when placing the Order. The acceptance of the changes is also considered to be the start of a new Transaction, conclusion of the Agreement or its performance.

3. Notices.

The student may contact the Company regarding the Services provided under these Regulations:

(i) at the address: ul. Ludowa 8c, 71-700 Szczecin,

(ii) via email - to the address available on the Vulcan Training & Consultancy website.

4. Applicable law and settlement of disputes.

(a) The law applicable to the agreement between the Student and the Company whose subject are the services rendered by the Company is Polish law.

(b) All disputes related to services rendered by the Company will be settled by common courts competent for the seat of the Company.

(c) A trainee who is a consumer has the option of using an out-of-court complaint and redress procedure before the appropriate Permanent Consumer Arbitration Court at the Provincial Inspector of Trade Inspection. Information on how to access the abovementioned procedures and procedures for resolving disputes can be found at the following address: www.uokik.gov.pl, in the tab "Settlement of consumer disputes".

5. Attachments.

The following attachments indicated in the content of these Regulations constitute an integral part of these Regulations:

Annex 1 - Technical parameters;

Annex 2 - Information and Withdrawal Form;

6. Salvatorian Clause.

If any of the provisions of these Regulations becomes a final decision of a court or other authority declared void, the remaining provisions shall remain in force.

Annex 1 - Technical parameters

1. Vulcan Training & Consultancy is available 7 days a week and 24 hours a day.

2. Placing orders via the Internet is possible provided that the ICT system used by the Student meets the following minimum technical requirements:

Operating system: Windows or Linux (with graphics console) or Mac OS
Processor: Intel Pentium 4 or newer;
RAM: 512MB or more;
Hard disk: minimum 100MB of free space;
Graphics card: 128 MB memory supporting 720p resolution;
Controls: keyboard, mouse
Internet connection with a minimum bandwidth of 1Mb;
Internet browser in the latest possible version with Java Script support: Google Chrome, Mozilla Firefox,
Microsoft Edge, Apple Safari, Opera.
3. To make purchases as part of Vulcan Training & Consultancy, you must have an active e-mail account.

Annex 2 - Information and Withdrawal Form**INFORMATION CONCERNING THE USE OF THE RIGHT TO WITHDRAW FROM THE CONTRACT**

Right of withdrawal by consumers who are consumers.

You have the right to withdraw from this contract within 14 days of its conclusion without giving any reason. The deadline to withdraw from the contract expires after 14 days from the date of the contract.

To exercise the right of withdrawal, you must inform us (please indicate your full postal address and, if available, your telephone number, fax number and email address) about your decision to withdraw from this contract by means of an unequivocal statement (for example, a letter sent by post, fax or email).

You can use the model withdrawal form, but it is not mandatory. You can also complete and submit the withdrawal form or any other explicit statement by e-mail on our website [please insert website address]. If you take advantage of this option, we will send you prompt confirmation of receipt of withdrawal information on a durable medium (e.g. by email).

To meet the deadline to withdraw from the contract, you only need to send information regarding the exercise of your right to withdraw from the contract before the deadline to withdraw from the contract.

Effects of withdrawal from the contract

Subject to the information below, if you withdraw from this contract, we will refund all payments received from you, including the cost of delivery (except for additional costs resulting from the method of delivery chosen by you other than the cheapest usual delivery method offered by us), immediately, and in in any case no later than 14 days from the day on which we were informed of your decision to exercise the right to withdraw from this contract. The refund of payments will be made using the same payment methods that you used in the original transaction, unless you have expressly agreed otherwise; in any case you will not incur any fees in connection with this refund.

If you have requested the provision of services before the deadline to withdraw from the contract, you will pay us an amount proportional to the extent of the services you have completed until you have informed us of your withdrawal from this contract.

MODEL WITHDRAWAL FROM THE CONTRACT

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

<p>Addressee [here the entrepreneur should enter the entrepreneur's name, full postal address and, if available, fax number and e-mail address]</p>
<p>I / We (*) hereby inform / inform (*) about my / our withdrawal from the Agreement (within the meaning of the regulations of (*) available on the website at (*)) concluded on (...)</p>
<p>Name of delegate (s)</p>
<p>Delegate's address</p>
<p>Signature of the delegate (s) (only if the form is sent in paper version)</p>
<p>Data</p>