

Standard Terms and Conditions

1.0 General provisions

These Conditions (hereinafter referred to as the "conditions") define the terms and conditions for the provision of Consulting, Training and other Services organised by Meirik Ltd. The organiser of Consulting, Training and other Services is Meirik Ltd a company incorporated in England (registration number 09928382) whose registered office is at 86-90 Paul Street, London EC2A 4NE, United Kingdom, email: office@meirik.com.

Consulting, Training and other Services are sold via the Meirik website, third party platforms, and via purchase order and in special cases by the organiser.

Use of our Consulting, Training and other Services is in return for payment. Detailed information on payments can be found in section 4.0. Fees.

Users of our Consulting, Training and other Services declare that they will not record, reproduce, fix or distribute them in any form.

Materials provided are the intellectual property of their creators, and are protected by copyright and made available to participants only for use during delivery. Materials may not be sold, resold or made publicly available to persons not participating in the Training.

The organiser reserves the right to produce, reproduce and process videos, audio recordings, photos, publications and any other materials related to the Consulting, Training and other Services conducted by him, excluding any other entities.

2.0 Definitions

Organiser/Service Providers - Meirik Ltd a company incorporated in England (registration number 09928382) whose registered office is at 86-90 Paul Street, London EC2A 4NE, United Kingdom, email: office@meirik.com

Sales Broker - an external website providing Sales Services to the Training organiser. A detailed list of brokers can be found here.

Participant - any natural person, regardless of the form of application for participation, taking or supposed to take part in the Training.

Service Recipient - any natural or legal person or organisational unit without legal personality that has concluded a service contract with the Organiser by purchasing a Training Service.

Training Service - all activities aimed at preparing and delivering the Training, including, inter alia, correspondence with Participants, providing training materials and conducting the Training.

Training - part of the Training Service aimed at providing substantive content to Participants (single training session with a specific date).

Voucher - a coupon issued by the organiser in the form of a code, enabling participation in Training, to be redeemed in accordance with the Usage of Meirik Coins and Vouchers Terms and Conditions.

Accreditation Body - entities granting accreditation for Training. The organiser currently cooperates with such Accreditation Bodies as: Scrum.org, Kanban University, ICAgile.com.

Conditions - these conditions for the provision of Consulting, Training and other Services.

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 regulation on the protection of data) Journal of Laws UE.L.2016 NNr 119 p. 1.

Consumer - a natural person who performs a legal transaction not directly related to their business or professional activity.

Data - all information regarding the Service Recipient / Participant necessary to provide the Training Service. Their processing is described in section 9.0. Personal Data Protection.

3.0 Provision of Consulting, Training and other Services

The condition for participation in the Training is to conclude a contract for the provision of Consulting, Training and other Services and to read and accept the conditions.

When making a purchase, the Customer makes a statement that they have read the conditions and accept the provisions contained therein.

The condition for concluding the contract for the provision of Consulting, Training and

other Services is to register for the Training through the Sales Broker and accept their conditions available on its website or, in exceptional cases, applying for the Training directly at the organiser.

When registering for the Training, the Service Recipient is asked to provide the Data necessary for the implementation of the Training Service. Data processing is described in detail in section 9.0. Personal Data Protection.

The Service Recipient may sign up for the Training no later than 24 hours before the training start date.

Confirmation of participation in the Training will be made by the organiser via email when the payment is credited.

The organiser has the right to refuse to conclude a contract for the provision of Consulting, Training and other Services without providing any reason.

The organiser reserves the right to change the date of the Training due to unexpected events beyond the control of the organiser. The Service Recipient and the Participant will be immediately notified via email about the new date of the Training.

As part of the training service, the organiser reserves the right to ask the Participant to provide a Training review via [trustpilot.com](https://www.trustpilot.com). Detailed information on data processing is available on its website.

4.0 Fees

A detailed description of the payment can be found in the conditions established by the Sales Broker. These conditions are available on the Sales Broker website.

The organiser reserves the right to use only the selected payment methods.

The organiser covers the fees of the Sales Broker.

The price of the Training is a net price, i.e., it does not include 20% VAT.

If applicable the Participant covers the VAT.

In case of payment via invoice, payment shall be made within 30 working days.

Information about the price of participation in the Training and the provided discounts are published on the appropriate Training page on the Sales Broker website.

The information available on the website on the day of registering the Participant for the

Training is binding for the organiser and the Service Recipient.

The fee for one Training Participant covers:
participation in course, training and post-training materials provided to the Participant,
the fee necessary to obtain a certificate from the Accreditation Body.

The above-mentioned points may differ depending on the form of Service provision
Training.

The organiser issues a VAT invoice, a prepayment invoice or a final invoice for the
services provided, in accordance with applicable conditions.

5.0 Terms of withdrawal from the contract

Pursuant to the Act of May 30, 2014, on consumer rights (Journal of Laws of 2017, item 683), the consumer has the option to withdraw from the contract concluded with the Service Provider without giving any reason and at no cost to the contract within 14 days from its conclusion. To meet this deadline, it is enough to send a statement before its expiry.

The declaration of withdrawal from the contract should be submitted in electronic form by sending it to the email address: training@meirik.com.

Withdrawal from the contract may only take place until the date of the Training commencement.

The organiser is obliged to reimburse the Consumer for the costs of participation in the Training, no later than 14 working days from the receipt of such a declaration. Withdrawal from the contract for the provision of Consulting, Training and other Services is tantamount to resignation from participation in the Training.

6.0 Resignation from participation in the Training, Vouchers and Meirik Coins

Resignation from the Training may only take place by sending the Service Recipient's or Participant's declaration of resignation from participation in the Training to the following email training@meirik.com.

Resignation from participation in the Training with reimbursement of all costs is possible up to 14 days before the scheduled date of the Training. In the event of the Participant's resignation from participation in the Training, subject to the deadline specified, The Service Recipient may indicate another person to participate in the Training. Changing the Training Participant by the Service Recipient is free of charge.

In the event of successful resignation from the Training in accordance with paragraph 2,

the organiser, at the Service Recipient's choice, will return the funds paid for participation in the Training or will grant the Service Recipient or Participant a Voucher to be used for a selected Training with the same value of Meirik Coins. The Voucher will be issued no later than 14 days from the last day of the Training.

When purchasing the Training, the Service Recipient receives a Voucher with the value of Meirik Coins corresponding to 30% of the value of the Training expressed in Meirik Coins.

If the Participant is absent for all or part of the Training without prior notification of resignation, the fee is not refundable. In this case, the organiser will grant the Service Recipient or Participant a Voucher to be used for the selected training with the same Meirik Coins value. The Voucher will be issued no later than 14 days from the last day of the Training.

7.0 Cancellation of the Training

The organiser reserves the right to cancel the Training in cases beyond the organiser's control, for which they are not responsible, including unexpected events.

The Service Recipient and the Training Participant will be immediately informed via email about the cancellation of the Training or any changes affecting the implementation of the Training Service.

If the Training is cancelled by the organiser, the Service Recipient, at his choice, is entitled to a full refund of the Training fee, a voucher to be used for a selected Training with the same Meirik Coins value or a subscription for the same Training on a different available date. The voucher will be issued no later than 14 days from the date of cancellation of the Training.

If the Service Recipient or Participant decides they want to have the costs of the Training reimbursed, the full amount of the Training fee will be reimbursed no later than 14 business days from the receipt of the Service Recipient's decision.

8.0 Complaints

Complaints regarding the Consulting, Training and other Services should be sent to the following email training@meirik.com immediately, but not later than within 14 days from the date of occurrence of the circumstances covered by the complaint.

The Service Recipient or the Participant who has received the authorisation from the Service Recipient to represent him during the complaint procedure is entitled to submit a complaint.

The complaint should contain at least the following elements:
indication of the Data of the Service Recipient or the Participant authorised by him,
description of the situation being the basis for submitting a complaint,
Service Recipient's request.

The Service Provider undertakes to consider the complaint within 14 working days from its receipt, notifying the Service Recipient about the further proceedings to the address provided in the application.

If the Service Provider does not respond to the Service Recipient's requests within 14 business days, it means that he considered the requests justified.

9.0 Personal Data Protection

The Data Administrators are the Service Providers.

Participants, Service Recipients and persons acting on behalf of the Service Recipient may contact the above-mentioned contact details of the Service Provider regarding the protection of their personal data and the exercise of their rights.

Personal data of Participants, Service Recipients and persons acting on behalf of the Service Recipient are processed in order to conclude and perform the contract for the provision of Consulting, Training and other Services on the basis of the Service Recipient's application (Article 6 (1) (b) of the GDPR) made by a person authorised to act on behalf of the Service Recipient. Confirmation of participation in the Training by a person acting on behalf of the Service Recipient is a condition for concluding the Contract.

The organiser processes the following Data:
for Participants: name, surname and email address,
in the case of Service Recipients and persons acting on behalf of the Service Recipients: name and surname, email address, tax identification number, address, company name, telephone number, bank account number, telephone number and email address of the contact person acting on behalf of the Service Recipient.

The Service Provider guarantees the protection of all rights under the GDPR:
the right to access one's data and receive a copy thereof,
the right to rectify (correct) one's data,
the right to delete data if, in the opinion of the Service Recipients and persons acting on

behalf of the Service Recipients, there are no grounds for their processing, the right to request the restriction of processing, if the Service Recipient considers that it is justified to limit the processing of personal data only to the performance of activities agreed with them, if, in their opinion, the Service Provider has incorrect personal data or processes them unreasonably, or does not want the company to remove them because they are needed by the Service Recipient to establish, assert or defend claims, or for the duration of the Service Recipient's objection to the processing of personal data, the right to lodge a complaint with the supervisory body - the Service Recipient has the right to lodge a complaint with the President of the Office for Personal Data Protection if they consider that the personal data is being processed unlawfully. Personal data of the Participants, the Service Recipient and persons acting on behalf of the Service Recipient may be made available to the following categories of recipients: service providers: consulting, accounting, legal, administrative, payment, IT, including "cloud" services, as well as entities cooperating in the field of Consulting, Training and other Services and marketing and the provider of the training method (Accreditation Entities) and consumer review websites.

Personal data of Participants, Service Recipients and persons acting on behalf of the Service Recipient are transferred outside the UK and European Economic Area to the following entities: Google LLC - USA, Scrum org. -USA, Kanban University - USA, ICAgile - USA.

The personal data of the Participants, the Service Recipient and persons acting on behalf of the Service Recipient are stored indefinitely for the purposes of demonstrating the completion of the training by the Participant and granting them the appropriate certificates.

The organiser protects Personal Data using rational technical and organisational measures and security procedures in order to protect them against access by unauthorised persons or their unauthorised use.

10.0 Final Provisions

The conditions apply from the moment of their publication on the organiser's website and apply to contracts concluded from that day.

The organiser reserves the right to modify the conditions.

The organiser is not responsible for any items left by Participants at the place of the Training.

The organiser is not responsible for any damage caused by Participants at the place of the Training.

The organiser uses information saved by the server on the Service Recipient's terminal device, which is then read each time the web browser connects (so-called cookies).

The Service Recipient may at any time change the browser settings so that it does not

accept such files or inform about their transmission. It should be noted that not accepting cookies may cause difficulties in using the Portal. By storing cookies on the ServiceRecipient's device, they consent to the storage of the above files on this device. Any disputes that arise in connection with the performance of the Service Provision Contract will be resolved first by negotiation. In the event of failure to reach an agreement, the court competent to resolve any disputes will be the court having jurisdiction over the Organiser's seat.