

These regulations, together with the annexes (“**Regulations**”) have been prepared on the basis of art. 8 sec. 1 pt. 1 of the Act of 18 July 2002 on the provision of services by electronic means.

I. Preliminary provisions

1. Regulations are available free of charge on Windhunter Academy, which enables Windhunter Academy users to read its contents prior to the conclusion of Agreement. Regulations may be printed directly from the website, as well as it may be made available in PDF format, which enables saving and printing it.
2. Windhunter Academy is available at <http://www.windhunteracademy.com>.
3. Windhunter Academy is run by Windhunter Academy Limited Liability Company seated in Koszalin (75-221), ul. Morska 18a, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court in Koszalin, IX Commercial Division of the National Court Register under KRS number: KRS 0000385628, REGON: 320995831, NIP: 6692510529.
4. Contact with Windhunter Academy is possible via email nord@windhunter.com; by phone: +48 660 67 00 67; in writing: ul. Morska 18a, 75-221 Koszalin.

II. Definitions:

Delegate	means an entity interested in purchasing Services from Company, which has received access to Windhunter Academy and Services provided by Company in accordance with the terms set out in these Regulations;
Windhunter Academy	means a portal operated by Company at http://www.windhunteracademy.com , through which Transactions are organized via the Internet;
Offer	means Company’s offer of Services at Windhunter Academy, including all materials and rights in intangible assets covered by this offer; Offer does not constitute the offer within the meaning of the Civil Code;
Company	means Windhunter Academy Limited Liability Company seated in Koszalin (75-221), ul. Morska 18a, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court in Koszalin, IX Commercial Division of the National Court Register under KRS number: KRS 0000385628, REGON: 320995831, NIP: 6692510529.
Transaction	means Agreement concluding procedure under these Regulations;
Agreement	means Agreement concluded between Delegate and Company, by which Company undertakes to provide Services under Order in return Remuneration paid by Delegate.;
Services	means services provided by Company, which may be the subject of Transaction and Agreement in accordance with these Regulations;
Remuneration	means Remuneration for Company;
Order	means an order placed to Company by Delegate by completing the form available on Windhunter Academy for the provision of Services, specifying in particular the place and dates of Services;

III. Participation Conditions

1. Delegates.

Delegates shall be individuals with a full legal capacity. In case of a natural person, Delegates shall be 18 years old and over. Individuals who run a one-person business may be Delegates as well.

2. Order.

- (a) **Completing the form.** Completing the form available on Windhunter Academy enables Delegate to conclude Agreement (placing Order). Registration of user account is not necessary for Agreement

conclusion. In such a case, Delegate will be required to pay the entire Remuneration no later than 48 (forty-eight) hours after receipt of the notification of Order acceptance by Company. Otherwise Order will expire.

(b) Natural persons. OI order to place Order, natural persons shall provide following information: name and surname, date of birth, address, telephone number.

(c) Entrepreneurs.

(i) Submission of Order by a natural person using Windhunter Academy in relation to one-person business may be effected by a person who is authorized to represent and/or to perform all activities related to completion of the form at Windhunter Academy and conclusion of Agreement on behalf of this person.

(ii) In order to place Order, a person who represents a particular entity shall complete the form specifying: name and surname of a person registering, full name (company) of the entity registered, address of a main office, tax identification number, e-mail address; such person shall also indicate whether it is an active VAT taxpayer.

3. Permissions and consents. In the event that the provision of Services requires permission, compliance, agreements or any approval or consent of a third party, Delegate is obliged to send such a consent to Company immediately after completion of the form at Windhunter Academy. Otherwise it is deemed that no such consent is required.

4. Confirmation. After completing and confirming the accuracy of data in the form, a confirmation or refusal to confirm the course registration, the account number for Remuneration to be paid on, and other required information shall be sent at e-mail address provided in the form (“**Confirmation**”).

5. Delegates data verification

(a) Company may make the conclusion of Agreement with Delegate subject to the accuracy of his data.

(b) Failure to send or to provide Company with required copies of the documents within the term specified in these Regulations as well as their negative verification by Company results in inability to conclude Agreement.

IV. TRANSACTIONS AND AGREEMENT CONCLUSION

1. General Provisions.

(a) Company, by Windhunter Academy, enables Delegates to conclude Agreements in accordance with terms and conditions in these Regulations and shall provide Delegates with appropriate system tools.

2. Delegates may conclude Agreement with respect to the various Services provided by Company (different courses)

3. Transaction.

(a) Offer.

(i) **Offer description.**

(A) Company, by publishing Offers at Windhunter Academy, describes and specifies the range of offered Services (courses).

(B) Subject to the provisions of these Regulations, Delegate is bound by the contents of Offer description.

(C) Remuneration payable for the provision of Services (courses) is specified by Company in Offer at Windhunter Academy.

(D) Company may delete or modify Offer at any time if its content violates Regulations or applicable law, or as a result of circumstances beyond the control of Company.

- (E) Company is obliged to indicate the terms and conditions of Service (i), including time and date (ii), remuneration for Service (course) in Offer.
- (ii) Copyrights.**
- (A) Company owns exclusive personal and property copyrights to Windhunter Academy, including Offers.
 - (B) Subject to the other provisions of these Regulations, all materials including logos, graphics, layout, trademarks and other information available on Windhunter Academy website, are subject of exclusive Company rights. These elements are the subject of copyrights, industrial property rights, trademark rights and database rights, and as such they benefit from statutory protection.
- (iii) **Dates.** Company specifies the dates of Services provision (individual courses) in Offer. For this purpose, Company shall keep a current calendar within Windhunter Academy. Submission of Service (particular course) Order is not a guarantee of a participation in the course.
- (b) Order.**
- (i) Order content.**
- (A) In Order, Delegate indicates Service (course) for which he intends to subscribe as well as its date.
 - (B) In Order, Delegate may also propose an additional range of Services, when such are offered by Company.
- (ii) **Prohibition of Order modification.** Subject to the other provisions of these Regulations, after Order is accepted by Company, Delegate cannot modify nor edit it.
- (iii) **Access to submitted Orders.** Once Order is submitted, Delegate shall be informed on Service details in Confirmation, in particular on date and Remuneration payment method.
- (iv) **Order compliance with the law.** By submitting Order to Company, Delegate declares that Order does not violate any applicable law or third party rights, and he is capable and entitled to execute Agreement.
- (c) Transaction procedure.**
- (i) Company enters into Transaction by the publication of Offer. Delegate, in order to enter into Transaction, must submit Order (fill in an appropriate Order form), then verify its content and confirm Order. Submission of Order is equivalent to Delegate's acceptance of Regulations and courses' rules and regulations.
 - (ii) Upon submitting Order, Delegate agrees that Company may provide information regarding Delegate, as well as process Delegate's personal data.
 - (iii) Subject to these Regulations, Agreement shall be concluded at the time Delegate pays Remuneration specified in Offer and Confirmation.
 - (iv) Each Confirmation shall include the name and surname of Delegate, the date and the full name of Service (course).
 - (v) In the event of planned technical interruption or technical breakdown of Windhunter Academy, time limit for Company acceptance of Order submitted prior to the commencement of such interruption or breakdown shall be automatically extended for the time necessary for its removal and resumption of Windhunter Academy operation.
 - (vi) In any case when during the course, Delegate informs Company on resignation from the further performance of Transaction, Order shall be automatically canceled, which does not exclude responsibility of Delegate.
- (d) Agreement Conclusion**

- (i) **Agreement.** From the day Remuneration is paid by Delegate to account number sent in confirmation in accordance to point 4 above, Agreement between Delegate and Company is concluded, subject to which is the provision of Services by Company under the conditions specified in Confirmation. Delegate shall accept Regulations before Order is placed. The effective date of Remuneration payment is the date of recognition of full amount specified in Confirmation in Company's bank account.
- (ii) **Agreement withdrawal.** Within 14 days from the conclusion of Agreement with Delegate, Delegate being a consumer within the meaning of the Act of 30 May 2014 on consumer rights, may withdraw from Agreement without giving reasons. The withdrawal policy as well as the withdrawal form template, which may be used by Delegate, are included in Appendix 2 of these Regulations. Delegate's rights of withdrawal from Agreement shall not be granted to Delegate in cases specified in Act on consumer rights.
- (iii) **Confirmation of Agreement conclusion.** Acceptance of Order and conclusion of Agreement are confirmed by sending .pdf file containing Confirmation on e-mail address indicated by Delegate, and then, if possible, confirming by Company Remuneration inflow. **Technical error.** Agreement is not concluded when the termination of Transaction or the conclusion of Agreement occurs in the event that information or notices on Transaction completion are generated in the course of or as a result of a malfunction or technical error.

V. REMUNERATION AND PAYMENTS

1. **Payments.** Services provided by Company are payable. Fees and commissions are charged to Delegate according to Offer. Remuneration Payment Policy is presented in Confirmation.
2. **VAT.** All amounts indicated in the table of fees and commissions are gross amounts (including VAT if the tax is due). Fees and commissions are rounded up to full zlotys.
3. **Invoices.**
 - (a) Invoices shall be issued for entrepreneurs. In order to do so, they shall fill out the appropriate form when placing Order. For non-business Delegates, invoices are issued only at their request. Invoices are issued using the data provided by Delegate.
 - (b) Delegate who is a VAT taxpayer in the territory of a country of the European Union other than Poland is obliged to present documents proving his registration as a taxable person in one of the European Union countries other than Poland.
 - (c) Company delivers invoices by providing them in an electronic form, at e-mail address provided in Order. Acceptance of Regulations is also a consent to sending (providing) invoices in an electronic form, within the meaning of the provisions on the tax on goods and services, on the terms described in these Regulations.
 - (d) Delegate may withdraw the acceptance of delivery (sending) of electronic invoices by reporting it to Company. Agreement termination or the submission of a statement on Agreement withdrawal by Delegate are also considered as a withdrawal of acceptance to send (deliver) invoices in electronic form.
 - (e) Delegate who receives VAT invoices sent (delivered) electronically is obliged to keep them in accordance with separate provisions.
4. **Payments.** Delegate may pay Remuneration in the form of an electronic transfer to the account indicated by Company. The effective date of Remuneration payment is the date of the recognition of a full Remuneration sum in Company's bank account.

VI. COMPLAINTS

1. **Submitting a complaint.** Delegate may submit a complaint if Services covered by Agreement provided in these Regulations are not provided by Company or they are not provided in accordance with these Regulations.
2. **Form.** The complaint may be submitted in writing or in an electronic form to the address indicated in these Regulations. The complaint should include the name and surname of Delegate, Transaction or Agreement in question, and the description of the objections raised.
3. **Completeness of a complaint.** If the data or information given in the complaint is to be supplemented, Company shall, before considering a complaint, request Delegate to supplement the claim in the indicated scope.
4. **The term.** Company processes a complaint within 30 days from its receipt in the correct form, provided, however, that Company may refuse to process complaints, if they are submitted after 120 days after the cause of a complaint has been disclosed.
5. **The complaint answer.** Company sends the complaint answer at the e-mail address specified by Delegate who has submitted the complaint or at the address specified by Delegate.

VII. RIGHTS AND OBLIGATIONS OF COMPANY AND DELEGATES

1. Rights and obligations of Company and Delegates

- (a) Company shall not be liable for the consequences of any actions taken by Delegates or any third party who violate the provisions of these Regulations or the provisions of generally applicable law.
- (b) Company shall not be liable for Delegates failure to conclude Agreement or for any loss and lost profits thereof.
- (c) In the event Company needs to be provided with additional documents confirming information indicated by Delegate, Company may:
 - (i) Subject the use of Windhunter Academy to Delegate confirmation of his credibility by other documents,
 - (ii) Suspend the provision of Services to Delegate for a fixed or indefinite period.
- (d) Delegate shall be fully responsible for his/her actions which are the basis for suspending the provision of Services, in particular he/she shall be liable for damages to Company or other Delegates.
- (e) Company may refuse to provide Service to particular Delegate in its sole discretion.
- (f) Company may provide Delegates with additional services related to Windhunter Academy and provide regulations applicable to particular courses. For the purposes of implementation of these Services (courses), the rights and obligations of Company and Delegates may be differentiated from those in these Regulations. The condition for the use of such Service by Delegate is the acceptance of appropriate regulations by Delegate.

2. The rights and obligations of Delegates

- (a) General provisions.
 - (i) All actions undertaken by Delegates within Windhunter Academy shall be in accordance with these Regulations, applicable law and good morals. Delegate shall not take any actions that adversely affect the safety of Windhunter Academy or otherwise harm other Delegates or Company customers.
 - (ii) Delegates should keep the information on Agreements concluded within Windhunter Academy on their own.
 - (iii) Downloading and using any of the materials available at Windhunter Academy requires Company's written consent under pain of invalidity, and may not violate the provisions of Regulations and applicable law, and may not infringe upon Company's interests.

- (iv) Any collection or processing of data, materials or other information available at Windhunter Academy in order to provide them to third parties within other web portals or in any other form, is forbidden.

(b) Liability.

- (i) If Delegate fails to perform Agreement in accordance with Order previously confirmed by Company, Delegate shall pay to Company a contractual penalty of 100% of Remuneration. The foregoing does not exclude the possibility of Company claiming compensation exceeding the amount of reserved contractual penalty.
- (ii) Delegate shall inform Company on any change of Order, or the scope of ordered Services (courses), or its cancellation, at least 7 days in advance.
- (iii) If any change of Order, or the scope of Services (courses), or its cancellation is within 7 days - 72 hours before the planned start of Services (courses), Delegate shall pay a contractual penalty of 25% of Remuneration.
- (iv) If any change of Order, or the scope of Services (courses), or its cancellation is within 72 hours - 48 hours before the planned start of Services (courses), Delegate shall pay a contractual penalty of 50% of Remuneration.
- (v) If any change of Order, or the scope of Services (courses), or its cancellation is within 48 hours - 24 hours before the planned start of Services (courses), Delegate shall pay a contractual penalty of 75% of Remuneration.
- (vi) If any change of Order, or the scope of Services (courses), or its cancellation takes place less than 24 hours prior the planned start of Services (courses), Delegate shall pay a contractual penalty of 100% of Remuneration.
- (vii) Neither party shall be liable to the other in the event of failure to perform Agreement due to force majeure or other circumstances beyond its control, which may not be prevented.
- (viii) In the event of non-performance of Agreement for reasons related to Delegate, even if not attributable to Delegate, he/she is liable to pay a contractual penalty pursuant to these Regulations.

(c) A ban on recording.

- (i) Delegate may not professionally record the sound or image solely for the purpose of recording Services provided by Company, without explicit permission of Company.
- (ii) Delegate undertakes not to use the image of Company as an illustration of political, religious or other content likely to cause social controversy.

VIII. TERMINATION OF AGREEMENT

1. **Agreement period.** Agreement is concluded for an indefinite period of time. Umowa zostaje zawarta na czas nieokreślony. The provisions of these Regulations relating to contractual penalties, confidentiality, copyrights and Delegate's written contents shall remain in force also after the termination of Agreement.
2. **Agreement termination.** Subject to the provisions of these Regulations, in particular the obligations upon termination of a relevant agreement, Agreement may be terminated by Company for significant reasons, with a 14-day notice period.
3. **Re-Registration.** If the agreement is terminated by Company, Delegate may not renew Order by Windhunter Academy without the prior written consent (under pain of invalidity).
4. **Effectiveness of termination.** Termination is effective no sooner than 30 days after the end of the last Transaction or Agreement in which Delegate participated.

IX. GENERAL PROVISIONS

1. Confidentiality.

- (a) Company collects and processes personal data provided by Delegates in accordance with the provisions of applicable law and with the Privacy Policy published by Windhunter Academy.
- (b) All information about other Delegates, which a Delegate has received from Company, the Delegate may use only for the purpose of processing Transaction and performing Agreement concluded through Windhunter Academy.
- (c) Delegate is obliged to maintain confidentiality of information related to Company and other Delegates, which he/she has received in relation to Agreement or to the use of Windhunter Academy, for a period of 2 years from the date of their receipt.

2. Amendments to Regulations.

- (a) Company may amend these Regulations. The amendment becomes effective within the time set by Company, in each case not less than 14 days after the revised Regulations are available at Windhunter Academy.
- (b) Transactions initiated before the entry of new Regulations into force shall be governed by the provisions of previous Regulations.
- (c) Delegate will be notified on the content of new Regulations and on the possibility of its acceptance or disapproval when submitting Order. Initiating a new Transaction, concluding Agreement or executing it, is also considered as the acceptance of amendments.

3. Notifications.

Delegate shall contact Company on provided Services in accordance with these Regulations:

- (i) At address: ul. Morska 18a, 75-221 Koszalin,
- (ii) Via email - address available at Windhunter Academy website.

4. Applicable law and the settlement of disputes.

- (a) Polish law shall be applicable law for Agreement between Delegate and Company, subject of which is the service provided by Company.
- (b) Any disputes related to the services provided by Company shall be settled by common courts having jurisdiction over the seat of Company.
- (c) Delegate, who is a customer, has the right to take advantage of out-of-court procedure of dealing with complaints and claims before the Permanent Consumer Arbitration Court of the Provincial Inspector of Trade Inspection. Dispute settlement procedures are at following address: www.uokik.gov.pl, in the tab „Settlement of consumers disputes”.

5. Attachments. Following attachments indicated in the content of these Regulations are an integral part of these Regulations:

Attachment 1 – Technical parameters;

Attachment 2 – Information and withdrawal form;

6. Severability clause. If any provision of these Regulations is held to be illegal by a final decision of a court or other authority, the remainder of Regulations shall still apply.

Attachment 1 – Technical parameters

1. Windhunter Academy is available 7 days a week and 24 hours a day.
2. Placing orders via Internet is possible only if ITC system used by Delegate meets the following minimum technical requirements:
Operating system: Windows or Linux (with graphic console) lub Mac OS
Processor: (...);
RAM: (...);
Hard drive: (...) free space;
Graphics card: (...) MB memory supporting resolution (...);
Control: keyboard, mouse
Optional: headphones
Minimum Internet bandwidth: (...);
Internet browser with Java Script: IE (min. version 7) or Google Chrome (min. version 13) or Mozilla Firefox (min. version 10)
3. Having an active e-mail account is required in order to make purchases within Windhunter Academy.

Attachment 2 – Information and withdrawal form

INFORMATION ON THE USE OF THE RIGHT OF AGREEMENT WITHDRAWAL

The right to withdraw from the agreement for Delegates who are consumers.

You have the right to withdraw from the agreement within 14 days without giving any reason. The term for agreement withdrawal will expire 14 days after the date of the conclusion of the agreement.

In order to exercise your right of withdrawal from the agreement, you must inform us (please indicate your full postal number and, if available, your telephone number, fax number and e-mail address) of your decision to withdraw from the agreement by an unequivocal statement (e.g. a letter sent by post, fax or e-mail).

You may use the withdrawal form template, however, this is not mandatory. You may also complete and submit a withdrawal form or any other unequivocal statement electronically on our website [proszę wstawić adres strony internetowej]. If you use this option, we will communicate to you an acknowledgment of receipt of such withdrawal on a durable medium (e.g. by e-mail) without delay.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

Subject to the information below, if you withdraw from this agreement, we shall reimburse to you all payment received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event no later than 14 days from the day we are informed about your decision to withdraw from the agreement. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this agreement.

TEMPLATE OF AGREEMENT WITHDRAWAL FORM

(complete and return this form only if you wish to withdraw from the agreement)

- To [here the trader's name, geographical address and, where available, his fax number and e-mail address to be inserted by a trader]
- I/We(*) hereby give notice that I/we (*) withdraw from my/our (*) Agreement (within the meaning of Regulations on (*) available on website (*)) concluded on

- Name and surname of a consumer(-s)
- Address of a consumer(-s)
- Signature of consumer(-s) (only if the form is sent in paper)
- Date