

## TERMS AND CONDITIONS OF THE WEBSITE TRAINERS.ORG

### 1. General provisions

1. The website operating at the address [www.trainers.org](http://www.trainers.org) is run by Mateusz Stasiak, conducting business activity based on an entry in the Central Registration and Information on Business under the business name Trainers Organization Mateusz Stasiak:
  - permanent place of business: ul Piramowicza, nr 11/13, 90-254 Łódź,
  - mailing address: Mateusz Stasiak, ul. Łodzianka, nr 2R, 91-527, Łódź,
  - NIP: 9820343301,
  - REGON: 385431285,
  - e-mail address: [info@trainers.org](mailto:info@trainers.org).
2. These Terms and Conditions specify:
  - terms of use of Trainers.org,
  - rules for the provision of electronic services by Trainers Organization as part of Trainers.org,
  - rules for concluding contracts with the Trainers Organization,
  - rules for concluding distance contracts between the Users and the Trainers (Contracts with the Trainers).
3. Every user of Trainers.org and every Trainer shall be required to get acquainted with these Terms and Conditions before commencing the use of Trainers.org and shall be obliged to comply with the provisions of these Terms and Conditions when using Trainers.org.
4. The Trainers Organization provides the Users with these Terms and Conditions free of charge prior to the conclusion of the Contract via Trainers.org at [www.trainers.org](http://www.trainers.org), in a form that allows it to be downloaded, saved and printed.
5. The Trainers Organization provides electronic services in accordance with these Terms and Conditions.
6. These Terms and Conditions constitute terms and conditions referred to in Article 8 of the act on rendering electronic services.
7. Trainers.org is an intermediary platform providing technological solutions that enable the Trainers to present their profiles as experts, their offer of trainings to the potential recipients of such training services through the profile on Trainers.org in order to conclude a Contract with the Trainer. With the use of Trainers.org, the Trainers Organization also provides its content, including allowing to get acquainted with the tools, exercises and training methods. The platform allows the trainers who have decided to become members to participate in referendums and to set up their own ones or to add training materials.
8. Registration or concluding a Contract with the Trainers Organization depends on accepting the Terms and Conditions.
9. Natural persons may use Trainers.org on their own if they have attained the age of 13 and have full or at least limited capacity to perform acts in law.
10. The content of Trainers.org does not constitute an offer or an invitation to negotiate within the meaning of civil law.
11. Every User and Trainer shall be obliged to comply with the prohibition on providing illegal content.
12. The detailed information on the processing of information about the Users / the Trainers by Trainers Organization as part of Trainers.org and the use of cookies can be found in the Privacy and Cookies Policy of Trainers.org, provided at [www.trainers.org/polityka-prywatnosci](http://www.trainers.org/polityka-prywatnosci).

### 2. Definitions

Whenever the following terms are used in these Terms and Conditions, they should be understood as follows:

**Consumer** - a natural person concluding a contract directly related to his/her business activity, when the content of this contract indicates that it does not have a professional character for this person, resulting in particular from the business classification of the activity conducted, made available under the provisions concerning Central Registration and Information on Business.

**Account** – the User's or the Trainer's individual access to Trainers.org, available after Registration and entering the login and the password in the designated place.

**Subscription Fee** - the annual fee for using some of the services provided by Trainers Organization on Trainers.org.

**Accreditation Fee** - the fee for providing the Trainers Organization's own accreditation path as part of Trainers.org, which allows to raise the Trainer's rank in the Trainers.org community to the status of an Accredited Trainer.

**Terms and Conditions** – these Terms and Conditions for the provision of electronic services by Trainers Organization as part of Trainers.org.

**Registration** – the activity consisting in creating an account on Trainers.org.

**Trainers.org** – the website operating at the address [www.trainers.org](http://www.trainers.org).

**Trainers Organization** - Mateusz Stasiak, conducting business activity based on an entry in the Central Registration and Information on Business under the business name Trainers Organization Mateusz Stasiak, permanent place of business: ul Piramowicza, nr 11/13, 90-254 Łódź, mailing address: Mateusz Stasiak, ul. Łodzianka, nr 2R, 91-527, Łódź, NIP: 9820343301, REGON: 385431285.

**Trainer** – the status of the user of Trainers.org who has the account and has paid the Subscription Fee.

**Contract with the Trainer** – the contract between the User and the Trainer concluded through Trainers.org, based on which the Trainer undertakes to provide the User with the service rendered by the Trainer on the Trainers.org website and ordered by the User. The contract is concluded upon the Trainer's acceptance of the Order.

**Service** – the electronic service provided on the terms set out in these Terms and Conditions;

**Act on rendering electronic services** – the act of 18 July 2002 on rendering electronic services (Dz.U. of 2020 item 344 with further amendments).

**User** – the ordering party, the entity being a natural person, a legal person or an entity without legal personality, who meets the conditions set out in these Terms and Conditions and who uses the Services provided through Trainers.org.

**Order** – the User's declaration of intent constituting an offer to conclude a Contract with the Trainer, the subject of which is the Trainer's provision of services chosen by the User from the offer presented by the Trainer on Trainers.org website.

### **3. Technical requirements necessary to use Trainers.org**

1. For the proper and full use of Trainers.org it is required to:
  1. have a computer or other equipment, together with an installed web browser enabling the display of websites and with the access to the Internet;
  2. have an e-mail address;

### **4. Types and scope of services provided through Trainers.org**

1. The Trainers Organization provides the following Services with the use of Trainers.org:

1. sharing on Trainers.org of publicly available content free of charge (information, photos, graphics, data, studies, etc., including the e-learning database), other than remote trainings, along with the possibility for the Users to get acquainted with it for free,
2. providing a free search engine for trainings, e-learning materials and referendums,
3. providing the Trainers with paid access to Trainers.org in order to enable them to present to the potential recipients training services, themselves and their remote training offer, together with the Users' possibility to get acquainted with it for free;
4. providing paid access to the Trainers Organization own accreditation path as part of Trainers.org, which allows to raise the Trainer's rank in the Trainers.org community to the status of an Accredited Trainer.
5. allowing for the conclusion of the distance Contracts with the Trainer.
6. free of charge User Account maintenance.
7. free of charge, periodic sending of the information bulletin (commercial information) to the Users, to the e-mail address they provided.

## **5. Conclusion of the contract for the provision of electronic services**

1. The User / the Trainer shall be obliged to get acquainted with the content of these Terms and Conditions prior to the conclusion of the contract for the provision of Services.
2. The contract for the provision of Services shall be concluded through:
  1. in terms of the free access to the publicly available content of the Website and the search engine for trainings, referred to in clause 4.1.1. hereof – the commencement of using the Service,
  2. in terms of providing a free search engine for trainings, e-learning materials and referendums, referred to in clause 4.1.2. hereof – the commencement of using the Service,
  3. in terms of providing the Trainers with paid access to Trainers.org in order to enable them to present to the potential recipients training services, themselves and their remote training offer, together with the Users' possibility to get acquainted with it for free, referred to in clause 4.1.3. hereof – the payment of the Subscription Fee and its booking by Trainers Organization,
  4. in terms of providing paid access to the Trainers Organization own accreditation path as part of Trainers.org, which allows to raise the Trainer's rank in the Trainers.org community to the status of an Accredited Trainer – the payment of the Accreditation Fee,
  5. in terms of free of charge User Account maintenance, referred to in section 4.1.6. hereof – the User's Registration,
  6. in terms of a free of charge, periodic sending of the information bulletin (commercial information) to the Users, to the e-mail address they provided (Newsletter Service), referred to in clause 4.1.7. hereof – by the User's voluntarily ticking the appropriate box with the content of such a declaration during Registration or by voluntarily completing application for service at [www.trainers.org](http://www.trainers.org).
3. The Contract for the provision of Services shall be concluded:
  1. for the time of provision of the Service, that is until Trainers.org is closed in the Internet browser – in terms of the Services which does not require User's Registration,
  2. for the time for which the Subscription Fee was paid by the Trainer - in terms of the Services requiring the payment of the Subscription Fee,
  3. for the duration of the accreditation process - in terms of the Accreditation Service,
  4. for an indefinite period – in the remaining cases.

## **6. Registration**

1. Depending on the scope of the Service selected, the User may use Trainers.org without the need to register. The Trainer's use of Trainer.org requires registration.
2. Registration of the Account shall be done by filling in the registration form provided on Trainers.org. During Registration it is necessary to provide the following data:
  1. title,
  2. name,
  3. surname,
  4. business name (optional),
  5. NIP (in case of a business),
  6. phone number,
  7. e-mail address,
  8. password,
  9. repeat password,and to select the checkboxes:
  10. "I want to receive newsletter",
  11. "I agree to the Terms and Conditions".
3. Registration of the Trainer's account requires the payment of the Subscription Fee.
4. Providing data in the process of registration is entirely voluntary, however necessary to register.
5. The User / the Trainer shall be obliged to provide true data in the registration form and to update them in case they change.
6. After sending a correctly completed registration form, the User / the Trainer shall receive an e-mail containing the activation link to the Account, sent to the email address provided during the Registration. Account Registration takes place upon clicking the activation link and transferring the User to a subpage with the user's cockpit, allowing to manage his/her own profile on Trainers.org.
7. The access to the Account will be possible by entering login details. The login to the Account is the e-mail address provided during Registration.
8. The Trainers Organization may block the User's / the Trainer's account if there is a reasonable suspicion that it violates the provisions of these Terms and Conditions in any way.
9. Creating a new password is only possible with the use of the "I don't remember the password" form available in the login panel.
10. Trainers.org allows logging in to the Account with the use of the User's account on facebook or google.

## **7. General terms of use of Trainers.org**

1. The Users and the Trainers are obliged to use Trainers.org in accordance with the provisions of law in force, principles of social coexistence, good practice, the provisions of these Terms and Conditions and generally accepted rules of conduct on the Internet (Netiquette).
2. The Trainers Organization shall not be liable for the consequences of using Trainers.org by the User in a way contrary to the generally applicable provisions of law, principles of social coexistence or these Terms and Conditions.
3. The Trainers Organization reserves the right to remove the content from Trainers.org if it is found that it violates the generally applicable provisions of law, principles of social coexistence, good practice, the provisions of these Terms and Conditions and generally accepted rules of conduct on the Internet (Netiquette) or there is a justified suspicion of such violations.
4. The Trainers Organization will make every effort to ensure that Trainers.org operates in a continuous manner, however, it warns that technical breaks may occur in the operation of Trainers.org resulting from the need to carry out maintenance, modernization or service activities, as well as for other reasons beyond the control of Trainers Organization (e.g. force majeure, acts or omission of third parties for whom the Trainers Organization is not

responsible), of which he shall inform the Users as far as technically possible in an available manner and in an appropriate advance, if it is possible.

5. The Trainers Organization warns that the materials provided on Trainers.org, that do not come from the Users, are protected by copyrights, and thus are protected by the relevant provisions of law on copyright and related rights. The use of content published on Trainers.org does not mean that the User acquires any rights to the works or databases made available through Trainers.org.
6. The Trainers Organization is not responsible for the content published on Trainers.org by the Users and the Trainers who are solely responsible for any violation of copyrights or other rights.
7. The User / the Trainer is obliged to update personal data he provided on Trainers.org in case of their outdated.
8. The User / the Trainer is obliged to keep his login and password secret and to protect them against third party access.
9. The resources from Trainers.org may not be copied to the User's / the Trainer's computer or otherwise recorded by the User / the Trainer who does not hold the copyrights to them, without the prior written consent of the Trainers Organization.

## **8. Trainings (Intermediary Service), e-learning, referendums**

1. As part of the Intermediary Service, the Trainers may publish through Trainers.org the content related to the Trainers' trainings, in terms of e-learning resources and referendums.
2. The training content, when it comes to the e-learning resources and referendums published on Trainers.org by the Trainer, is edited by the Trainer himself and he shall be liable for it. The Trainers Organization by operating through Trainers.org only provides the infrastructure and as part of it defines the content categories.
3. The Trainer represents and warrants that the publication of content concerning the trainings, when it comes to the e-learning resources and referendums, does not violate third party rights.
4. If this content constitutes a work within the meaning of the relevant provisions on copyright and related rights, the Trainer declares that he holds the copyright or licenses to it, in the scope appropriate for its publishing on Trainers.org in accordance with the law and these Terms and Conditions.
5. By requesting the publication of content concerning the trainings, in terms of the e-learning resources and referendums, the Trainers give consent to their publication.
6. In any case when the content constitutes a work within the meaning of the provisions on copyright and related rights, by publishing the abovementioned content on Trainers.org the transfer of copyrights to Trainers Organization does not take place, however, the Trainer grants the Trainers Organization a non-exclusive, unlimited in territory and time, license to use this work in the following fields of exploitation:
  1. in terms of recording and reproduction of a work – producing copies of a work using a specific technique, including printing, reprographic, magnetic recording and digital techniques;
  2. in terms of circulation of the original or the copies on which the work has been recorded – placing on the market, lending or renting the original or the copies, in particular on the website Trainers.org and on social media profiles of Trainers.org;
  3. in terms of dissemination of the work in a different manner than the one referred to in clause 8.6.2 – public performance, exhibition, display, reproduction, broadcasting and rebroadcasting, as well as making the work available to the public in such a way that everyone can have access to it at the place and time of their choice.
7. The license referred to in clause 8.6 above is granted as part of the Subscription Fee upon publication of the work on Trainers.org.
8. The licensee may authorize other persons to use the work within the license granted.
9. The Trainer allows the Trainers Organization to exercise derivative copyright to such a work, i.e. in particular to modify it, make summaries and editorial revisions to it, with the

right to grant further authorizations, as well as to incorporate the content from Trainers.org into the work or to incorporate the work or part of it into other works, without the author's supervision of the Trainer - to the extent described above. Moreover, the Trainer agrees to the translation of the content concerning the trainings, in terms of e-learning resources and referendums, into the languages other than the language in which the content was provided, in order to ensure that foreign-language Users can use the website. The Trainer undertakes not to exercise the author's moral rights to the work and authorizes the Trainers Organization to exercise them on his behalf.

10. The Trainers Organization reserves the right to moderate the referendums and to accept or reject them depending on the inability to hold them, in particular due to financial reasons and team decisions, the team's lack of time for its preparation, non-compliance of statements with trainings and education, and for other legitimate reasons.
11. The Trainers Organization warns that all the content presented on Trainers.org is the property of Trainers.org or its authors (Trainers) and is protected by copyrights, which means that without obtaining a prior written consent of the authorized persons or entities, the User shall not be entitled to use this content in a way that might infringe any copyrights.
12. Any additional non-gratuitous functionalities available to the Trainers last for the period indicated in the specification of a given functionality, available before its purchase, but not longer than for the validity period of the Subscription Fee, i.e. if the Trainer does not extend the validity period of the Account by paying the Subscription Fee, the additional functionalities (e.g. the accreditation path) purchased by this Trainer for a period longer than the period covered by the current Subscription Fee shall expire.

#### **9. Payment for the services on Trainers.org**

1. Any payments arising from these Terms and Conditions shall be made through the Stripe website, in accordance with its terms and conditions available at <https://stripe.com/en-pl/connect-account/legal>.

#### **10. Deleting and blocking the Account**

1. The User who wishes to delete his/her Account shall be required to send an account removal request to the Trainers Organization to the following e-mail address: info@trainers.org. The Account is deleted immediately after receiving the relevant request and it causes an irreversible removal of the User's personal data, with the stipulation that the login remains in the database and it is marked as "deleted" in order to prevent other people from passing off.
2. Deleting the Account does not remove from Trainers.org the content published on the portal by the User whose Account is subject to removal.
3. The Trainers Organization shall have the right to delete the User's Account, if he/she uses it for the purposes contrary to the law or the Terms and Conditions. The Trainers Organization will inform the User about the reasons for the Account's removal via e-mail (to the e-mail address provided by the User in the registration form).

#### **11. Liability for the content of Trainers.org**

1. Trainers.org is an educational and intermediary service. The Trainers Organization will make every effort to ensure that the information contained on this website and coming from the Trainers Organization is presented correctly, however, the Trainers Organization shall not be liable for errors or any consequences arising from the use of information contained on this website. In terms of the content which does not come from Trainers.org but from individual Users / Trainers, those individual Users / Trainers are liable for this content.
2. The Trainers Organization shall not be liable to the User or third parties for any damages resulting from the direct or indirect use of information or materials published on Trainers.org. The Trainers Organization is also not liable for damages resulting from damage to the User's hardware or his other mobile devices, as well as his data in

connection with the use of Trainers.org, in particular as a result of computer viruses entering the computer system of the User.

3. The Trainers Organization shall not be responsible for the unavailability of Trainers.org due to the failure of telecommunications, in particular if it is attributable to the provider of Internet access services, hosting services and for other effects of malfunctioning of the telecommunication lines and damage caused by them, regardless of the reasons, unless caused intentionally by the Trainers Organization.
4. The Trainers Organization shall not be liable for actions and omissions of the Users. Nor shall it be liable for any breach of third party personal rights or copyrights by the Users or third parties.
5. Trainers.org contains links to third party websites and bears no responsibility for the content of these websites. Publishing a link does not mean that the Trainers Organization recommends the website, products or services.

## **12. Complaint procedure**

1. The User who is a Consumer shall be entitled to lodge a complaint in matters related to the provision of the Services.
2. The complaint may be any reservation or remark regarding the provision of Services.
3. The complaints can be submitted:
  1. through a contact form available at [www.trainers.org](http://www.trainers.org),
  2. by e-mail to the following address: [info@trainers.org](mailto:info@trainers.org),
  3. in writing to the mailing address of the Trainers Organization.
4. The complains should include at least:
  1. name, surname and contact details of the User,
  2. description of the event being the basis for the complaint,
  3. the way of notifying the User about the method of handling the complaint.
5. The Trainers Organization will consider the complaint within 30 days of the date of submitting the complaint by the User. The Trainers Organization will notify the User about the method of handling the complaint in the way indicated by the User in the complaint.

## **13. Withdrawal from the contract**

1. The Users who are Consumers shall have the right to withdraw from the Contract for the provision of Services concluded with the Trainers Organization, without giving reasons, within 14 days of the date of conclusion of such Contract.
2. The declaration of withdrawal from the Contract may be made in writing, however, in order to meet the deadline, it shall be sufficient to send the declaration by registered mail to the mailing address of the Trainers Organization before the deadline. The declaration of withdrawal from the contract may also be submitted via e-mail sent to the Trainers Organization's e-mail address: [info@trainers.org](mailto:info@trainers.org).
3. In order to submit a declaration of withdrawal from the contract for the provision of Services, the consumer may or may not use the template constituting *Annex No. 1* to these Terms and Conditions.
4. The Trainers Organization shall immediately send to the Consumer on a permanent data carrier the confirmation of receipt of the declaration of withdrawal from the contract submitted by e-mail.
5. The Trainers Organization may deprive the User of the right to use Trainers.org, as well as limit his access to a part or all of the resources or Services offered on Trainers.org, with immediate effect, in case of violation of these Terms and Conditions or applicable provisions of law by Trainers.org.

## **14. Final provisions**

1. Version of the terms and conditions: Terms and Conditions – 19.06.2020.

2. The Trainers Organization reserves the right to amend the Terms and Conditions for important reasons. In the event of changes to the Terms and Conditions, the Trainers Organization will notify the Users.
3. The provision of Services under these Terms and Conditions is subject to Polish law, which does not deprive the Consumers of their rights under the mandatory provisions of law of the country of their permanent residence.
4. None of the provisions of the Terms and Conditions shall exclude or limit the rights of the Users resulting from the provisions of law in force.

*Appendix No. 1*

....., as of .....

.....  
Name and surname of the consumer

.....  
Address of the consumer

Mateusz Stasiak conducting business activity  
under the business name  
Trainers Organization Mateusz Stasiak  
ul. Łodzianka 2R  
91-527 Łódź

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

The declaration of withdrawal from the contract

I, the undersigned ..... hereby inform about my withdrawal from the contract for the provision of the following service ..... concluded on .....

.....  
legible signature of the consumer (if the declaration is sent by paper).