

## REGULATIONS

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### §1

#### Definitions

The following terms are used in these Regulations:

- **Seller** - Worldwide Recruitment Sp. z o.o. with its registered office in Warsaw, 5 LU8 Kopernika Street, 00-367 Warsaw, Poland, entered into the Register of Entrepreneurs of the National Court Register in the District Court for Warsaw, XII Economic Department of the National Court Register under the number KRS 784897, NIP 5252788763, Regon 383274516.
- **Customer** - a natural person, a legal person or an organizational unit which is not a legal entity, to which special provisions grant legal capacity, placing an Order within the Site and making purchases through the Site.
- **Consumer** - a natural person placing an Order within the Site and making purchases through the Site, to the extent not directly related to his/her business or professional activity.
- **Regulations** - these Regulations of the Shop.
- **Website or Site**- website or websites available at <https://learnitrecruitment.com>, <https://itmapforrecruiters.com>, <https://techmapforrecruiters.com>
- **Product or Electronic Product** - training and publications available on the Website, including services and materials produced and supplied in digital form for sale, unless otherwise expressly stated.
- **Sales contract** - Product sales contract concluded between the Seller and the Client through the Website.
- **Order form** - a form of the Site, by means of which the Customer can place orders and execute the Sales Agreement.
- **Payment Operator** - Przelewy24 - Dialcom24 Sp. z o.o. with its registered office in Poznań (address: 15 Kanclerska Street; 60-327 Poznań) entered into the Register of Entrepreneurs of the National Court Register under number 0000306513, PayU - PayU S.A. with its registered office in Poznań, 182 Grunwaldzka Street, 60-188 Poznań, entered into the Register of Entrepreneurs of the National Court Register under number 274399, PayPal (Europe) Sà r.l. & Cie, S.C.A. with its registered office at L-1150 in Luxembourg

- **Proof of payment** - invoice or receipt issued in accordance with the Tax Act from the goods and services of 11 March 2004 and other applicable laws.

## §2

### Contact details

The sale at <https://learnitrecruitment.com> and <https://itmapforrecruiters.online> is carried out by Worldwide Recruitment Sp. z o.o. with its registered office in Warsaw, 5 LU8 Kopernika Street, 00-367 Warsaw, Poland, entered into the Register of Entrepreneurs of the National Court Register in the District Court for Warsaw, XII Economic Department of the National Court Register under the number KRS 784897, NIP 5252788763, Regon 383274516 hereinafter referred to as **the Seller**.

The contact with the Seller is possible via e-mail: [contact@phoenixproject.tech](mailto:contact@phoenixproject.tech).

Address for written correspondence: Worldwide Recruitment Sp. z o.o., 5 LU8 Kopernika Street, 00-367 Warsaw, Poland

Telephone: + 00 48 696 448 221, open Monday - Friday 9:00 - 17:00 CET

## §3

### General provisions

1. The Regulations set out the principles of sales made by the Seller through the Site, in particular the principles of placing orders, payment, withdrawal from the contract, amendment or termination of the contract, complaint procedure.
2. The condition of making a purchase on the Site by a Consumer or Customer is acceptance of these Regulations.
3. Orders can be placed seven days a week, twenty four hours a day.
4. Information about the Products given on the <https://learnitrecruitment.com> website, in particular their descriptions, technical data and prices do not constitute an offer within the meaning of the Civil Code, but are only an invitation to conclude a contract within the meaning of Article 71 of the Civil Code.
5. The use of the Sites prohibits the provision of information of an illegal nature and, in particular, it is forbidden: not to send or post spam within the Sites, not to provide and not to transmit content prohibited by law, in particular through the forms on the Sites.
6. The customer may not make a purchase anonymously or under a pseudonym.

All prices on this website are gross prices (VAT included).

## §4

### Intellectual property law

1. All content on the Site, the online course and materials constituting an element of the course are works within the meaning of the Act of 4 February 1994 on Copyright and Related Rights, to which copyrights are held by the Seller.
2. The Seller grants to the Customer a non-exclusive and non-transferable license, without the right to grant sub-license for the use of the subject of the contract/product on the principles of exploitation expressed in point 3. par. 4. Distribution of the online course or materials constituting an element of the online course by the Customer without the consent of the Seller constitutes an infringement of the copyrights to which the Seller is entitled and may result in civil or criminal liability.
3. The client may store and print the materials contained in the online course only for his own needs (for non-commercial purposes). If the nature of the material requires it, the client has the possibility to edit it and adapt it to their own needs.
4. The license referred to in paragraph 2 is valid for the duration of access to the Product, indicated in the description of the Product. The remuneration for granting the license is included in the payment made by the Customer.

5. It is forbidden, with regard to the whole Product as well as its part: to make the Product available and present it to third parties, to publish the Product regardless of the form of publication, with the exception of publication permitted in the instructions or comments, to copy or reproduce it for purposes other than personal use.

## **§5**

### **Technical conditions**

1. In order to make a purchase through the Site, the following technical conditions must be met:
  - Internet access,
  - The current version of the web browser,
  - having an active e-mail address.
2. In order to use the online course it is necessary that the following technical conditions are met by the Buyer's computer or other device:
  - Internet access,
  - The current version of the web browser,
  - program supporting .pdf, doc., docx, xsl, mp3, mp4 files,
  - having an active e-mail address,
  - possibility of video playback

## **§6**

### **Purchase, prices and payment methods**

1. In order to purchase a course online, the buyer must take the following steps:
  - Click on the "Select plan" button,
  - fill in the order form, giving the data necessary for the execution of the order and choosing the amount and method of payment - the choice of payment method is limited to the choice of the Payment Operator, because the only form of payment is electronic payment through the selected Payment Operator,
  - Accept the Terms and Conditions - acceptance of the Terms and Conditions is voluntary, but necessary to make a purchase,
  - Click on the "Buy and pay" button.
2. After clicking the "Buy and pay" button, the Buyer will be transferred to the Payment Operator's website to pay the price.
3. After successful payment, the fact of making a purchase is confirmed by an e-mail sent to the e-mail address provided by the Customer in the Order Form.
4. The Sales Contract, the content of which is consistent with the Regulations, is treated as concluded at the moment of receiving an e-mail message by the Client.
5. Prices of Products placed on the Store's website are gross prices and include all taxes required by applicable laws.
6. The Seller reserves the right to change prices of Products presented on the Site, introduce new Products, withdraw Products, carry out promotions and discounts, as well as temporarily offer Products free of charge. The above entitlement does not affect Orders which were placed before the date of entry into force of any of the changes. Details and duration are always included in the description of a given Product.
7. The duration of each promotion is limited. Discounts and promotions do not add up.
8. When paying for the Product, the Customer may use the discount coupons he is entitled to by entering the coupon code in the discount code field and clicking "Apply". The discount will be added to the shopping cart.

9. An invoice (personal or company name, if company details have been provided) is issued for each Order in electronic form, which is sent to the Customer automatically, to which the Customer hereby agrees.

## **§7**

### **Order processing**

1. The only form of delivery is an email containing a link allowing the client to access the purchased course online. Delivery via e-mail is free of charge.
2. The purchased online course will be made available to the Buyer as soon as the payment is made, no later than 24 hours after the payment is made.
3. If the Client cannot access the purchased online course using the link sent to him in the e-mail, he should contact the Seller as soon as possible to clarify the matter.
4. In case of consultations, training or other individual services ordered by the Customer and available on the Site - the service will be provided on the date individually agreed upon by the parties.
5. The unit of account for consultations is each started clock hour.

## **§8**

### **Withdrawal of the Client from the contract**

1. The Customer, who concluded a remote contract with the Seller, has the right to withdraw from the contract without giving any reason within 14 days from the date of concluding the contract, however, the right to withdraw from the contract concluded at a distance is not entitled to the Customer, if the performance of the benefit, i.e. gaining access to the Digital Product, took place before the expiry of the deadline for withdrawal from the contract.
2. The Customer agrees to gain access to the Product before the date referred to in paragraph 1 and is aware of the loss of the right to withdraw from the contract.

## **§9**

### **Complaints**

1. Complaints may be submitted in writing or electronically to the following address: [contact@phoenixproject.tech](mailto:contact@phoenixproject.tech) or Worldwide Recruitment Sp. z o.o., 5 LU8 Kopernika Street, 00-367 Warsaw, Poland
2. The complaint should contain data enabling the identification of the Customer (name and surname, correspondence address, e-mail address).
3. The Seller is obliged to deliver the Product free of defects.
4. The Seller is responsible to the Buyer if the Product has a physical or legal defect (warranty for defects).
5. If the Buyer finds a defect, he should inform the Seller about it, specifying at the same time his claim related to the found defect or making a statement of relevant content.
6. The Seller will respond to the complaint lodged by the Buyer within 14 days from the date of delivery of the complaint to the e-mail address of the complainant.

## **§10**

### **Personal data and cookies**

1. The administrator of the personal data provided during the ordering process is Worldwide Recruitment Sp. z o.o. with its registered office in Warsaw, 5 LU8 Kopernika Street, 00-367 Warsaw, Poland, entered into the Register of Entrepreneurs of the National Court Register in the

District Court for Warsaw, XII Economic Department of the National Court Register under the number KRS 784897, NIP 5252788763, Regon 383274516.

2. The rules of personal data processing and the use of cookies are described in the privacy and cookies policy. (link)

## **§11**

### **Out-of-court dispute resolution and claim enforcement**

1. The Seller agrees to submit possible disputes arising in connection with the concluded contracts for the supply of digital content through mediation proceedings. Details will be determined by the parties to the conflict.
2. The consumer has the possibility to take advantage of out-of-court complaint handling and claiming. Among other things, the Consumer has the possibility:
  - to apply to a permanent amicable consumer court to resolve a dispute arising out of the concluded agreement,
  - request the Provincial Inspector of Commercial Inspection to initiate mediation proceedings in order to amicably end the dispute between the Consumer and the Seller,
  - to use the assistance of a district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection.

## **§12**

### **Final provisions**

1. The Regulations are part of the sale contract concluded by the Seller and the Buyer.
2. The Regulations shall come into force on the day of publication on the Site.
3. The Seller reserves the right to make changes to the Regulations, which come into force on the day of their publication on the Site. To contracts concluded before the change of the Regulations, the version of the Regulations valid on the date of placing an order by the Buyer shall apply. The new content of the Regulations shall be binding on the Buyer after acceptance by him of the changes of which he was notified.
4. In matters not regulated by these Regulations, generally applicable provisions of Polish law shall apply, in particular: Civil Code, Act on Consumer Rights, Act on Provision of Electronic Services, Act on Combating Unfair Competition, Act on Personal Data Protection and the General Regulation on Personal Data Protection (GDR).