



Terms and Conditions of Service of the Global Wind Service Academy (hereinafter: Terms of Service)

§ 1

General provisions

1. These Terms and Conditions are made available free of charge through the website www.gwsacademy.com, which makes it possible to get acquainted with its content before the conclusion of the Agreement. It is possible to print the Regulations directly from the website, and furthermore the Regulations are made available as a PDF file in order to save them on a carrier and to open or print them again later.
2. Global Wind Service Academy is operated by "Global Wind Service Poland" sp. z o. o. with its registered office in Szczecin (71-018) at ul. Harnasiów 35, registered in the Register of Entrepreneurs of the National Court Register by the District Court Szczecin-Centrum in Szczecin, XIII Economic Division of the National Court Register under KRS number 0000305427, REGON 320508328, NIP 5971689917, BDO 000471227, with a capital of PLN 100,000.00.
3. Contact with Global Wind Service Academy is possible via e-mail at: bookings@globalwindservice.com, by phone at: +48 787 594 641 or +48 538 507 718, and in writing at the address Szczecińska 1f, 72-003 Dobra.
4. The technical requirements necessary for the cooperation with the ICT system used by the Company:
 - a) connection to the Internet,
 - b) Internet browser enabling the display of HTML documents on the computer screen (Firefox, Chrome, Opera, IE - it is recommended to use the latest version of a given browser and to keep it updated),
5. The principles of collecting and using cookies by the Company are defined in the Privacy Policy available on the Company's Website.

§ 2

Glossary

1. Global Wind Service Academy means the training center operated by Global Wind Service Poland Sp. z o.o.

2. Offer means the scope of Services provided by the Company within the framework of Global Wind Service Academy placed on the website www.gwsacademy.com; the offer shall not constitute an offer within the meaning of the Civil Code.
3. The Company means "Global Wind Service Poland" sp. z o.o. with its registered office in Szczecin (71-018) at ul. Harnasiów 35, entered in the Register of Entrepreneurs of the National Court Register by the District Court Szczecin-Centrum in Szczecin, XIII Economic Division of the National Court Register under KRS No. 0000305427, REGON 320508328, NIP 5971689917, BDO 000471227, with a capital of PLN 100,000.00.
4. Transaction means the procedure for concluding the Agreement based on the Terms and Conditions.
5. Participant / Customer means an entity interested in acquiring Services from the Company on the terms and conditions set out in the Regulations.
6. Contract means the contract concluded between the Participant and the Company, on the basis of which the Company is obliged to provide the services under the Order, for the performance of which the Company is due a Remuneration from the Participant. The contract is concluded upon payment.
7. Services means the services provided by the Company which may be the subject of the Transaction and the Contract in accordance with the Regulations.
8. Remuneration means the remuneration payable by the Participant to the Company in connection with the provision of Services by the Company to the Participant in accordance with the Contract.
9. Order means an order placed with the Company by the Participant by completing the form made available on the website www.gwsacademy.com, or by sending the application form directly to the email address bookings@globalwindservice.com, with regard to the Services provided by the Company, specifying at least the scope, date and place of performance of the Services.

§ 3

Rules of using the Services

1. The Services offered by the Company may be used by Participants who are natural persons, including persons running a sole proprietorship. A Participant may only be a person over 18 years of age and having full legal capacity (not being partially or fully incapacitated).
2. The Order may be placed by filling in the form available on the website www.gwsacademy.com, or by sending the application form directly to the e-mail address bookings@globalwindservice.com. Placing the Order enables the conclusion of the Contract between the Participant and the Company.
3. Once the Order has been placed, a confirmation of the booking for the service offered by the Company, within the chosen scope and date, and with details of the payment

of the Remuneration, will be sent to the address indicated by the Participant after completing the form.

4. The Participant is obliged to pay the Remuneration within 48 hours of receiving the return message containing the confirmation of the booking. The aforementioned deadline shall be deemed met provided that the Participant's account is debited with the amount corresponding to the Remuneration within this time. Reservations not paid for within the deadline shall be deemed null and void and shall not give rise to any obligation on the part of either party.
5. If a service is purchased less than 48 hours before the scheduled date of use, the Participant must make payment in such a way that the Remuneration is transferred to the Company before the date of commencement of the service. The Company stipulates that in the event that payment is not remitted to the Company in time, or the Participant is unable to provide proof of payment immediately prior to the commencement of the service, the Company may refuse to use the service.
6. As part of the Remuneration for the services provided, the Company shall provide:
 - 1) training materials,
 - 2) tools and equipment necessary to perform the tasks during the training,
 - 3) entering the certificate obtained by the Participant into the WINDA system;
 - 4) hot meal, coffee, tea, water and snacks.
7. The Company does not cover the costs of travel and accommodation necessary for the Participant to take part in the training.
8. Individuals who do not run a business should provide the following when filling in the form and placing an Order: name and surname, date of birth, address of residence, telephone number and email address for sending an invoice. Entrepreneurs placing an Order in person or through duly authorized persons shall provide the following in the Order form: details of the person placing the Order, full name of the company, business address, KRS number, NIP number, e-mail address for sending the invoice, and information whether the entrepreneur is a VAT payer.
9. The Company may, at its sole discretion, require the Participant, prior to the conclusion of the Contract, to substantiate/document the data provided to the Company within a reasonable period of time. Failure to meet the deadline will result in the Contract not being concluded.
10. The Company shall be entitled to terminate the Contract with immediate effect, including the exclusion of the Participant from the Training, in the event of a gross breach of the Terms and Conditions or if the Participant is found to be under the influence of alcohol or other psychoactive substances. The Participant agrees to be tested for alcohol in the breath. Refusal to be tested for alcohol shall constitute grounds for termination of the contract with immediate effect by the Company, including the exclusion of the Participant from the Training. In the case referred to in this clause, the Company shall be entitled to withhold payment for the Training.

§ 4

Conclusion of the Agreement

1. Through the Global Wind Service Academy, the Company shall enable Participants to conclude Contracts under the terms and conditions set out in the Regulations. Each Participant may conclude an Agreement in relation to various Services provided by the Company.
2. Offers posted on the Global Wind Service Academy shall contain a description of the Service provided by the Company, including in particular the date and time of provision, the scope of information provided, and details of the certificate obtained in connection with the use of the Service. The Offer also includes information on the amount of Remuneration payable to the Company for the provision of the Service. The indicated amount of remuneration is a gross amount. Placing an Order for a given Service does not constitute a guarantee of participation in the course.
3. Under the terms and conditions described herein, the Participant is bound by the content contained in the description of the Offer and may not change the content or edit the accepted Order.
4. The Company may at any time change or remove a given Offer if its content violates the Terms and Conditions, the law or as a result of circumstances for which the Company is not responsible.
5. The Offer, along with all materials made available with it, including logos, graphic and color layouts, composition elements, trademarks (if any) and other elements, constitute the exclusive subject of copyrights, industrial property rights, including trademark registration rights and database rights, and as such, enjoy the protection provided by applicable laws.
6. Placing an Order shall be tantamount to the acceptance by the Participant of the Regulations of the Global Wind Service Academy and the Regulations of the Training Courses of Global Wind Service Academy, and it shall constitute the Participant's consent to the Company's provision of information including the Participant's data and to the processing of his/her personal data.
7. The Agreement shall be concluded upon the Participant's payment of the Remuneration to the Company's bank account indicated in the booking confirmation pursuant to § 3 clause 4 above.
8. The Participant who is a Consumer within the meaning of the Consumer Rights Act of 30 May 2014 may, within 14 days of the conclusion of the Contract, withdraw from the Contract without giving reasons. The rules of withdrawal from the Agreement and the template of the form containing the statement of withdrawal from the Agreement are included in Appendix No. 1 of the Regulations. The Participant is not entitled to withdraw from the Agreement in cases specified in the Act on Consumer Rights.
9. The Company will confirm the acceptance of the Order and conclusion of the Contract by sending an e-mail to the Participant confirming the terms and conditions and deadlines, and then - by sending information about receipt of the agreed Remuneration into the Company's bank account.

§ 5

Remuneration

1. The Services provided by the Company are subject to payment. The amount of the Remuneration shall be specified in the Offer and the rules of payment shall be defined in the confirmation of the booking pursuant to § 3 clause above.
2. Remuneration amounts are indicated as gross amounts.
3. Invoices for the Services provided shall be issued to Participants who run a business. Non-business Participants may receive a VAT invoice if they make such a request to the Company. Invoices shall be issued to Participants on a case-by-case basis in accordance with the details provided in the Ordering process.
4. A Participant who is a VAT taxpayer with a registered office in a European Union country other than Poland shall be obliged to present documents confirming its registration as a taxpayer in one of the European Union countries other than Poland.
5. The Company shall deliver invoices by making them available in electronic form, to the e-mail address indicated in the Order. Acceptance of the Rules constitutes at the same time consent to sending (making available) invoices in electronic form, within the meaning of the provisions on tax on goods and services, according to the principles described in the Rules.
6. The Participant may withdraw acceptance for sending (making available) invoices in electronic form by notifying the Company. The Participant's termination or declaration of withdrawal from the Agreement shall also be deemed to be the withdrawal of acceptance for sending (making available) invoices in electronic form.

§ 6

Rights and obligations of the Parties

1. The Company shall not be liable for the consequences of actions taken by the Participants or third parties and constituting a breach of the provisions of the Rules and Regulations or generally applicable laws.
2. The Company shall furthermore not be liable to the Participants for their failure to conclude the Agreement or for any losses or lost profits incurred by them.
3. If the Company needs to provide additional documents, confirmation of information indicated by the Participant, the Company may at any time suspend the provision of Services to the Participant concerned for the time necessary to obtain the required data / information.
4. The Company may, at its discretion, refuse to provide the Services in relation to a particular Participant, without having to indicate the reason for such refusal.
5. The Participant shall be fully responsible for his/her actions giving rise to the withholding of Services, and may be liable to the Company or other Participants for damages.

§ 7

Liability

1. In the event the Participant fails to fulfil the Agreement in accordance with the Order confirmed in advance by the Company, the Participant shall be obliged to pay to the Company a contractual penalty in the amount of 100% of the Remuneration. The foregoing shall not preclude the Company from seeking damages in excess of the stipulated contractual penalty.
2. The Participant shall notify the Company of any change to the Order or the scope of ordered Services (training) or its cancellation at least 7 days in advance. In such case, the Company and the Participant will agree on a mutually convenient date for the Participant to use the purchased Service. The new date for execution of the Contract will be confirmed by the Company by email to the Participant's address.
3. In the event that a change in the Order or the scope of the Services (training) provided, or its cancellation occurs between 7 days and 72 h before the scheduled start time of the Services (training), the Participant shall pay a contractual penalty of 25% of the Remuneration.
4. If the change of the scope of the Order or the scope of the Services (training) or its cancellation occurs between 72 h - 48 h before the planned hour of commencement of the Services (training), the Participant shall pay a contractual penalty of 50% of the Remuneration.
5. If the change of the Order or the ordered scope of Services (training) or its cancellation occurs within 48 h - 24 h before the planned time of commencement of the Services (training), the Participant shall pay a contractual penalty of 75% of the Remuneration.
6. If a change to the Order or the ordered scope of the Services (training) or its cancellation occurs less than 24 h before the scheduled start time of the Services (training), the Participant shall pay a contractual penalty of 100% of the Remuneration.
7. Neither party shall be liable to the other if the non-performance of the Agreement occurs due to circumstances of force majeure or fortuitous events or other circumstances beyond the will of either party and which could not have been prevented.
8. If the non-performance of the Agreement occurs for reasons relating to the Participant, even if not attributable to the Participant, the Participant shall be liable to pay a contractual penalty in accordance with these Rules.

§ 8

Complaint

1. The Participant may, within 7 days from the date of completion of the training course, file a complaint if the Services covered by the Agreement, as provided for in the Regulations, are not provided by the Company or are not provided in accordance with the Regulations.

2. A complaint may be submitted in writing or electronically to the email address academy@globalwindservice.com. The complaint should contain the name and surname of the Participant, the contract to which it relates and a description of the reservations or irregularities in the performance of the Service. If the data provided in the complaint are insufficient to process the complaint, the Company will request the Participant submitting the complaint to supplement it as necessary.
3. The Company shall consider the complaint within 14 days from the date of its receipt in its correct form and content, with the reservation that the Company may refuse to consider complaints submitted more than 7 days after the reasons for the complaint became known.
4. The Company shall send a reply to the complaint to the Participant's e-mail address indicated when the complaint was made.

§ 9

Duration and termination of the Agreement

1. The Agreement is concluded for an indefinite period of time.
2. The provisions of the Terms and Conditions relating to confidentiality and copyright and consents given by the Participant shall remain in force despite the termination of the Agreement.
3. Subject to the provisions of the Terms and Conditions, the Company may terminate the Agreement for a valid reason with a notice period of 14 days after the expiry of 30 days from the date of delivery of the relevant notice to the Participant.

§ 10

Final provisions

1. The Company collects and processes Participants' personal data in accordance with applicable law and based on the personal data protection policy implemented by the Company, available on the website at www.gwsacademy.com.
2. The Participant is obliged to maintain the confidentiality of the data concerning the Company and other Participants obtained in connection with the conclusion and execution of the Agreement for the duration of the Agreement and for 3 years after its termination.
3. During the performance of the Agreement, the Participant shall not be entitled to record sound or images intended to record the Services provided by the Company.
4. The Participant shall, at all times during the term of the Contract and for 10 years after the termination of the Contract, not provide or make available to any third party any training material made available to the Participant by the Company in connection with the performance of the Contract.
5. The Company may amend the Terms and Conditions at any time. The amendment shall become effective on the date indicated by the Company, not less than 14 days after the amended content of the Regulations is made available by posting it on the website www.gwsacademy.com and by email to the Participant's address. Transactions and

Agreements entered into prior to the amended Terms and Conditions coming into effect will be executed under the existing terms and conditions. After notifying the Participant of the amended Rules and Regulations and the possibility of accepting or rejecting their content, the commencement of a new Transaction, conclusion of another Agreement or their execution shall be deemed acceptance of the Rules and Regulations in their amended content.

6. The Participant may contact the Company at: Szczecińska 1f, 72-003 Dobra, at the email address: bookings@globalwindservice.com and by telephone at: +48538507718, +48 664 926 997
7. In matters not covered by these Terms and Conditions and for Contracts concluded based on these Terms and Conditions, the relevant provisions of universally applicable law shall apply.
8. Any disputes related to the Services provided by the Company shall be considered by the common court having jurisdiction over the Company. In the case where a natural person having the status of a consumer is a party to the Contract, any dispute related to the Services provided by the Company shall be considered by the common court having jurisdiction over the consumer's place of residence.
9. A Participant, who is a consumer, may use the out-of-court procedure for handling complaints and pursuing claims before the relevant Permanent Consumer Arbitration Court at the Provincial Inspector of Commercial Inspection. Information on how to access the aforementioned procedure and dispute resolution procedures can be found at the following address: www.uokik.gov.pl, in the "Consumer Dispute Resolution" tab.
10. Annex No. 1 - INFORMATION ON THE USE OF THE RIGHT TO WITHDRAW FROM THE AGREEMENT - to these Terms and Conditions is an integral part thereof.

§ 11

Processing and protection of personal data

1. The Company may act as a controller (point A. below), or as a processor (point B below) in relation to personal data processed in connection with the Agreement.
 - A. Personal data processed by the Company as controller of personal data.
 - 1) The Company is the controller of the personal data provided by the Customer, for the purpose of concluding and performing the Contract, i.e.:
 - a) in the case of a Customer who is a natural person: name, surname, e-mail address, telephone number, registered office or residence address, details of the bank account and payments under the Agreement, TIN or PESEL;
 - b) in the case of a natural person designated as the person concluding the Agreement on behalf of the Customer or as a contact person: name, surname, e-mail address, position, telephone number;
 - c) in the case of Participants: names, surnames, e-mail addresses, telephone numbers, positions, names of institutions, data on the use of training

courses - insofar as this is necessary for the purpose of performance of the subject of the Agreement, settlements with the Customer or securing or pursuing claims.

- 2) As a controller of personal data, the Company may also process data identifying the Participants' terminal device, information on the use of the website.
- 3) The Company shall process the aforementioned personal data as data controller only in accordance with the law, including only if and to the extent that one or more of the following conditions are met:
 - a) the processing is necessary for the performance of the Contract to which the Service Recipient as data subject is a party or to take action at the request of the data subject prior to the conclusion of the Contract, to the extent of: name, surname, residence or registered office, of the Service Recipient who is a natural person, telephone number and e-mail address of the Service Recipient or Participant, data related to the payment of remuneration under the Contract due to the Service Provider;
 - b) the processing is necessary for the fulfilment of a legal obligation incumbent on the Service Provider as data controller.
 - c) the data subject has given his or her consent to the processing of his or her personal data for one or more specified purposes, whereby processing on this basis shall be carried out provided that consent has first been obtained from the aforementioned person, in accordance with applicable law, including in particular for the purposes of e-mail marketing (e-mail address) or telemarketing (telephone number);
 - d) the processing is necessary for purposes deriving from the legitimate interests pursued by the Company as data controller, in particular for the investigation of claims.

B. Personal data subject to outsourcing of processing, i.e. where the Company acts as a processor

- 1) The Company may also process personal data entrusted to it for processing by the Customer for the purpose of performing the Agreement and to the extent necessary for this purpose, which includes in particular the personal data of the Participants.
- 2) For the purposes of the entrustment agreement referred to in clause 3 below, it is understood that:
 - a) the categories of persons whose data may be covered by the entrustment of processing in connection with the performance of the Agreement and the use of the training courses include Participants;
 - b) the categories of personal data covered by the entrustment referred to in clause 1 above shall be specified in the offer or information about a specific training course available on the website, but for the purposes of the

agreement on entrustment of personal data processing referred to in clause 3 below, they shall also be specified in clause 5 below.

- 3) In the cases described in clauses 1 - 2 above, the provisions of subparagraph B. of this clause constitute an entrustment agreement for the processing of personal data concluded between the Customer as the controller of the personal data under entrustment and the Company as the processor. This means, in particular, that in order to fulfil the obligations set out in the provisions of the RODO, it is not required for the Parties to conclude a separate agreement on entrustment of personal data processing; however, the Company shall conclude such an agreement with the Service Recipient according to the Company's model in each case where it proves necessary.
- 4) At the same time, the Customer, as entrustor, declares that he agrees that the Company - to the extent necessary for the performance of services under the Agreement - may use third parties who are its subcontractors and, to that extent, authorises them to access the aforementioned personal data covered by the entrustment or, if necessary, further entrusts the processing of personal data covered by the entrustment (so-called subcontracting), but only to the extent necessary for the performance of the aforementioned services. The Company shall be obliged to provide a list of the aforementioned entities at each request of the Service Recipient.
- 5) The Company, acting as a processor based on the entrustment agreement concluded with the Service Recipient, is obliged to comply with all the obligations set out in the provisions of the RODO, including:
 - a) apply technical and organizational measures to adequately secure the personal data entrusted for processing, appropriate to the risks and categories of data to be protected, in particular to protect the data from being accessed by unauthorised persons, from being taken by an unauthorised person, from being processed in breach of the law, and from being altered, lost, damaged or destroyed; the Company shall provide systematic training on data protection, including personal data, for the persons involved in the performance of the Agreement;
 - b) The Company shall submit itself to audits of the protection of personal data and the security of IT systems;
 - c) The Company shall maintain appropriate records required by the provisions of the RODO, including a register of processing activities (as controller), a register of categories of processing activities (as processor), a register of entrustment agreements, a register of breaches, a register of data subject notifications, and other registers; para
 - d) The Company shall align its data protection standards with applicable laws and corporate guidelines;

- e) Given the nature of the processing, the Company shall, as far as possible, assist the Service Recipient as entrustor - through appropriate technical and organisational measures - to comply with its obligation to respond to the data subject's requests in exercising his/her rights, as well as to comply with the obligations set out in Articles 32 to 36 of the RODO (GDPR);
 - f) The Company has appointed a Data Protection Officer, whose contact details are hereby indicated: email address ps@globalwindservice.com, the current name of the DPO is Przemysław Szydłowski.
- 6) The Company shall be liable to the Service Recipient for damages caused to the Service Recipient by breach of the RODO provisions resulting in a breach of the security of the protection of the personal data entrusted to the Company on a general basis; however, insofar as this is permissible under the mandatory provisions of the RODO, the Company's liability shall be limited to the gross value of the remuneration received from the Service Recipient.
- 7) Upon termination of the processing services, depending on the decision of the Service Recipient as the entrustor, the Company shall delete or return to the Service Recipient all personal data and delete all existing copies thereof, unless specific legislation prescribes the retention of personal data.
- 8) The Company declares that the persons employed in the processing of personal data have been granted authorisations to process personal data and that these persons have been made aware of the personal data protection regulations and of the responsibility for non-compliance with them, have undertaken to comply with them and to maintain indefinitely the confidentiality of the personal data processed and the means of securing them.
- 9) In connection with the wording of clause 2 above, the following categories of personal data are indicated:
- a) concerning Participants: names, surnames, e-mail addresses, names of institutions, telephone numbers, positions;
 - b) data indicated in the complaint forms.