MediCertLab Pleasure of cooperation	Document Code:	MCL_R_05_02	
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EVENT TERMS AND CONDITIONS

1. General Provisions and Definitions

These Terms and Conditions govern registration and participation in conferences, training courses, workshops, webinars and other events organised or co-organised by MediCertLab Sp. z o.o. (MCL), with its registered office at 2 Rozwojowa Street, 44-240 Żory, Poland, entered in the Register of Entrepreneurs of the National Court Register under KRS number 0001180362, EU VAT No. PL6511750886 and REGON 542070423.

An Event may be held in person, live online, in a hybrid format or in another format clearly described before the conclusion of the contract.

The terms used in these Terms and Conditions shall have the following meanings:

Offer – information concerning a specific Event, including, in particular, its subject, programme, date, venue or platform, price, target audience, number of places, participation conditions, technical requirements, attendance confirmation procedures and provision of materials.

Consumer – a natural person entering into a contract that is not directly related to their business or professional activities.

MCL – MediCertLab Sp. z o.o.

Entrepreneur – a natural person, legal entity or organisational unit with legal capacity acting in connection with its business or professional activities.

Entrepreneur with Consumer Rights – a natural person entering into a contract directly related to their business activities, where the contract is not of a professional nature for that person, to the extent of protection granted by mandatory provisions of law.

Payer – an entity responsible for paying the participation fee where that entity is not the Participant.

Durable Medium – any material or tool that enables information to be stored for a period appropriate to its purpose and reproduced in an unchanged form.

Participant – a person designated as entitled to participate in an Event.

Event – a conference, training course, workshop, webinar or another event covered by an Offer.

Registrant – a person registering for or purchasing participation in an Event on their own behalf or on behalf of a Participant or Payer.

The Offer and individual arrangements confirmed on a Durable Medium shall take precedence over these Terms and Conditions only to the extent that they expressly regulate a particular matter differently.

Terms, standard conditions or provisions used by the Registrant, Participant or Payer shall not be binding on MCL unless expressly accepted in written or documentary form by a person authorised to act on behalf of MCL. Silence, acceptance of a registration, receipt of payment or commencement of organisational activities shall not constitute acceptance of such conditions.

These Terms and Conditions are made available before the conclusion of the contract in a form that allows them to be saved and reproduced. The version made available before the conclusion of the contract shall apply to the relevant Event unless the Parties subsequently expressly agree otherwise.

2. Offer, Registration and Conclusion of the Contract

The Offer specifies the essential characteristics of the Event and may include additional requirements arising from its nature, programme, funding source, limited number of places, safety rules or co-organisation arrangements.

Registration shall be completed in the manner specified in the Offer, particularly through an online form, the Online Store, email or another individually agreed method.

Registration constitutes an offer by the Registrant to conclude a contract. An automatic message, assignment of a registration number, reservation of funds, acknowledgement of receipt of a form or placement on a waiting list confirms only receipt of the registration and does not constitute its acceptance.

The contract is concluded when MCL provides an explicit confirmation of registration acceptance on a Durable Medium or at another time expressly specified before registration. MCL may make acceptance of registration conditional upon receipt of payment, documents, information or confirmations required in the Offer.

MCL may refuse to accept registration, particularly where places are no longer available, payment has not been received, participation requirements have not been met, the information provided is incomplete or unreliable, safety cannot be ensured, or a conflict of interest or another justified obstacle exists.

A Registrant registering another person confirms that they are authorised to provide that person's data and complete the registration, and that they will provide the Participant with these Terms and Conditions, the Offer and organisational information. The Registrant and Payer are responsible for the accuracy of the information provided in connection with registration.

The Registrant should promptly review the registration confirmation and report any obvious errors. MCL shall not be liable for the consequences of using an outdated email address, incorrect Participant information or filters and settings on the recipient's side, provided that the communication was correctly sent using the details supplied.

The number of available places may be limited. The order of acceptance may be determined by fulfilment of the conditions of the Offer, receipt of a complete registration and payment, or another objective criterion communicated before registration.

3. Price, Payments and External Funding

Participation in an Event may be paid or free of charge. The price, applicable taxes, payment deadline, payment method and scope of services included in the price are specified in the Offer or individual arrangements.

For Consumers, the price is presented as the total gross price, including taxes and mandatory charges known at the time the contract is concluded. For Entrepreneurs, the price may be stated net of tax, provided that this is clearly indicated.

Failure to make payment within the required period may result in rejection of registration, loss of a reserved place or suspension of access, materials or certificate issuance, subject to mandatory provisions of law.

Participation may be financed or co-financed by an employer, programme operator, public institution or another entity. The applicable funding conditions, made available before registration, may require, among other things, a specified attendance level, identification procedures, attendance confirmation, submission of documents, participation in surveys or compliance with deadlines.

The Participant, Registrant and Payer are responsible for the accuracy of the information provided, fulfilment of eligibility conditions and timely performance of obligations assigned to them under the funding rules. MCL does not guarantee the granting, payment or continued availability of funding unless it has expressly accepted such an obligation under a separate contract.

Refusal, withdrawal or reduction of funding for reasons beyond MCL's control, particularly due to failure by the Participant, Registrant or Payer to meet the applicable requirements, does not release them from the obligation to pay the price arising from the concluded contract.

MCL issues participation and settlement documents only to the extent agreed, capable of verification and consistent with the facts. MCL shall not confirm attendance, performance of an obligation or fulfilment of a criterion that cannot be reliably demonstrated.

4. Cancellation, Withdrawal and Change of Participant

Consumers and Entrepreneurs with Consumer Rights have the right to withdraw from a distance or off-premises contract under the conditions established by applicable law, unless a statutory exception applies. Information about the applicable right of withdrawal or its exclusion is provided before the contract is concluded.

Where the Participant requests that a paid Service begin before the statutory withdrawal period expires, MCL may require an express request to commence performance and confirmation that the Participant acknowledges the consequences of full performance of the Service. Where withdrawal is validly exercised after performance has begun, payment shall be due proportionally to the extent of the Service already performed, in accordance with applicable law.

An Entrepreneur may cancel participation under the conditions specified in the Offer. Where the Offer does not establish detailed cancellation rules, MCL may retain or charge an amount corresponding to services already provided, unavoidable costs and the reasonably justified risk of losing the opportunity to sell the place, but not exceeding the participation fee.

Failure to attend, late arrival, early departure from an Event, failure to use the access provided or failure to meet the requirements for obtaining a certificate do not release the obligation to pay and do not independently entitle the Participant to a refund, provided that the Event was held in accordance with the contract and participation was made available. This provision does not limit rights arising from mandatory provisions of law.

A change of Participant requires MCL's prior confirmation and may not be permitted where the Event is registered to a named individual, requires specific qualifications, is externally funded, involves particularly protected data or the change is not organisationally feasible.

A cancellation notice, withdrawal statement or request to change the Participant should be submitted in a manner allowing the person, Event, date and content of the statement to be identified.

5. Organisation, Modification and Cancellation of an Event

MCL organises Events in accordance with their main characteristics specified in the Offer, exercising due professional care appropriate to the professional nature of its activities.

MCL may make changes that do not materially affect the main characteristics of the Event, including changes to the programme order, room, platform, presenter (provided that the replacement has appropriate qualifications), supplementary materials or break arrangements.

MCL shall inform Participants without undue delay of any change materially affecting the date, format, subject, essential scope or possibility of participation. A Participant who does not wish to attend because of a material change may cancel participation and receive a refund of the price attributable to the unperformed part of the Service, unless they accept an alternative date or arrangement.

MCL may postpone or cancel an Event, particularly due to an insufficient number of registrations, illness or unavailability of a key person, venue or platform failure, safety threats, decisions of authorities, epidemics, fire, flooding, strikes, armed conflicts, serious infrastructure failures or other circumstances that could not reasonably have been avoided or overcome.

Where an Event is cancelled, MCL shall refund the price paid for the unperformed Service or offer participation on another date. Participation on another date requires acceptance by the person entitled to make that decision.

In relationships with Entrepreneurs, subject to damage caused intentionally and cases where limitation of liability is prohibited by law, a refund of the participation fee for a cancelled Event shall constitute full settlement of claims arising solely from the cancellation. MCL is not a party to the Participant's contracts for transportation, accommodation, catering or other services purchased from third parties.

Participants should consider the possibility of Event changes or cancellation when entering into independent travel and accommodation arrangements and, where appropriate, select conditions allowing modification or cancellation.

Where an Event is co-organised, the Offer specifies, to the extent available, the entity entering into the contract, the scope of organisational responsibility and the communication arrangements. The mere involvement of a partner, sponsor, patron or presenter does not mean that they assume all obligations of MCL.

6. Participation Rules, Safety and Minors

Participants are required to comply with these Terms and Conditions, safety rules, venue or platform regulations, applicable laws and reasonable instructions issued by persons responsible for conducting the Event.

In particular, aggressive, offensive, discriminatory or harassing behaviour; conduct that threatens safety, violates privacy, disrupts the Event, interferes with the participation of others or infringes intellectual property rights or confidentiality is prohibited.

MCL may refuse admission, restrict access or terminate the participation of a person who seriously or repeatedly violates the rules, poses a threat, is under the influence of substances that impair safe participation, or fails to comply with a reasonable instruction intended to protect persons or rights. Where possible, such action shall be preceded by a warning unless an immediate response is justified.

Removal of a Participant for reasons attributable to that Participant does not constitute grounds for a refund to the extent that the Service has been properly made available, subject to mandatory provisions of law.

Participants should provide appropriate advance notice of any accessibility, health or safety needs that must be accommodated to enable participation. MCL shall take reasonable and lawful measures appropriate to the nature of the Event, available information and organisational capabilities. However, MCL cannot guarantee accommodation of a need communicated too late or where accommodation is objectively impossible.

Minors may participate only where the Offer expressly permits their participation and the requirements concerning consent of a legal representative, supervision, safety and protection of minors have been met. Registering a minor for an Event intended for adults does not oblige MCL to accept that registration.

Where the participation of a minor is organised by a school, employer, university or another institution, that entity is responsible for obtaining the required consents, providing supervision and supplying MCL with information necessary to organise participation safely, to the extent required by law and the agreed arrangements.

7. Online Events and Technical Requirements

Online participation requires a suitable device, up-to-date software, a stable Internet connection, the ability to play audio and video, and any other requirements specified in the Offer. Participants are responsible for their devices, connections, settings, the security of their own technical environment and checking the requirements sufficiently in advance.

Access links, passwords, codes, tokens and accounts are intended exclusively for authorised Participants. Sharing, reselling, publishing or circumventing access restrictions, simultaneous use by unauthorised persons or enabling unauthorised access is prohibited.

MCL may use an alternative platform or provide another method of access where necessary to resolve technical failures or ensure continuity, provided that this does not materially impair the main characteristics of the Service.

A temporary technical disruption that does not deprive the Participant of a substantial part of the Event does not, in itself, constitute grounds for a full refund. Where a significant technical failure attributable to MCL prevents participation in a substantial part of the Event, MCL may provide alternative access, a recording, another date, repetition of the relevant part or a proportionate refund.

MCL shall not be liable for problems arising from the Participant's device, software, Internet connection, power supply, security filters, network restrictions or actions of the Participant's service providers, unless the problem was caused by information or a solution for which MCL is responsible.

The ability to ask questions, use chat, participate in group activities, receive individual consultations or obtain a recording is available only where specified in the Offer. MCL does not guarantee an answer to every question, particularly where it falls outside the Event's subject, available time, presenter's competence or requires analysis of an individual case.

8. Event Content, Materials and Intellectual Property

Event content is educational and informational in nature unless the Offer expressly specifies another type of Service. It does not constitute an individual legal, medical, tax, investment, regulatory or technical opinion concerning a specific case and does not replace an assessment by a person possessing the appropriate competence and complete information.

Information presented during an Event reflects the state of knowledge, law, standards, practices or technology applicable on the Event date or the date the materials were prepared. Participants should verify that information remains current before relying on it when making decisions with significant consequences.

Participation does not guarantee any particular commercial, professional, regulatory, educational or examination outcome, the receipt of funding, accreditation, certification, professional authorisation or acceptance by an authority or business partner.

A certificate or confirmation document certifies participation, scope or other facts specified in the document. It does not certify competence, qualifications, professional authorisations or successful completion of an assessment unless the Offer expressly provides for verification of specified learning outcomes and identifies the relevant criteria.

Materials provided to Participants remain protected by law. Unless the Offer or a separate agreement provides otherwise, Participants receive a non-exclusive, non-transferable right to use the materials for their own educational or internal purposes, without the right to make them publicly available, resell, rent, distribute, modify, create competing materials, remove identifying markings or provide access to third parties.

Without MCL's prior consent, recording presentations, screens, images or audio; automatically extracting content; mass copying; using materials to train or supply automated models; or publishing the materials in their entirety or in substantial excerpts is prohibited.

A Participant submitting a question, material, example, work or other content confirms that they are authorised to use it and that it does not violate the law, confidentiality obligations or third-party rights. Participants should not disclose personal data, trade secrets or sensitive information unless necessary and agreed upon.

9. Images, Recording, Confidentiality and Personal Data

MCL shall inform Participants of any planned photography, filming or recording before registration begins or, at the latest, before recording commences.

MCL may record and publish general images of an Event in which an individual's image is merely an incidental element of a larger whole, to the extent permitted by law. Dissemination of an identifiable Participant's image as the main subject of the material, particularly for promotional purposes, requires an appropriate legal basis and, where that basis is consent, separate and freely given consent.

Acceptance of these Terms and Conditions does not, in itself, constitute consent to the promotional dissemination of an individually identifiable image. Refusal to consent to such use must not prevent participation unless recording is objectively necessary due to the nature of the particular Service and this has been clearly indicated before the contract is concluded.

Where an online Event is recorded by MCL, Participants shall be informed before recording begins. As a general rule, Participants may turn off their cameras and microphones unless active participation is an essential element of the Event and this has been specified in the Offer.

Group Events, particularly conferences, workshops and webinars involving active participation, do not guarantee the confidentiality of statements made in the presence of other Participants. Information subject to confidentiality obligations, special categories of personal data or confidential business information should be disclosed only where necessary, legally permitted and subject to appropriate arrangements.

Personal data is processed for purposes relating to registration acceptance, contract performance, organisation, safety, payment settlement, documenting participation and compliance with legal obligations. Detailed information concerning processing purposes, legal bases, recipients, retention periods and data subject rights is provided before data collection or at the first contact, in accordance with applicable law.

To the extent necessary for organisation, funding or settlement, personal data may be shared with co-organisers, presenters, platform providers, programme operators or other authorised entities, in accordance with the information provided and appropriate safeguards.

10. Complaints and Liability

Any irregularity that can be remedied during an Event should be reported without undue delay to the presenter or through an available communication channel. Failure to report an irregularity does not deprive the Participant of statutory rights but may limit the possibility of immediately resolving the problem, preserving evidence or preventing further damage.

A complaint should allow the Event and the person submitting it to be identified and include a description of the issue, date, requested remedy and available information necessary for assessment. Complaints may be submitted in writing or electronically using the contact details specified in the Offer or on MCL's website.

MCL shall investigate complaints without undue delay. A response to a complaint submitted by a Consumer or Entrepreneur with Consumer Rights shall be provided within the period required by law and, in the absence of a specific provision, no later than 14 days after receipt.

Where a complaint is justified, MCL shall select a remedy appropriate to the nature and significance of the irregularity, including providing missing materials, arranging alternative access, correcting a document, enabling participation on another date, repeating the relevant part or refunding the price attributable to the unperformed or defective Service.

Acceptance of a complaint, implementation of a temporary measure, provision of assistance, refund of an amount or proposal of an amicable solution does not, in itself, constitute acknowledgement of all allegations or claims or acceptance of liability beyond the scope expressly confirmed.

MCL shall not be liable for decisions made solely on the basis of general educational content, failure to achieve the Participant's individual objectives, refusal of funding, actions of independent entities, independently concluded travel or accommodation contracts, technical problems attributable to the Participant or disclosure of information by other Participants, except to the extent that damage results from MCL's breach of an obligation and liability cannot be excluded.

In relationships with Entrepreneurs, MCL shall not be liable, to the fullest extent permitted by law, for lost profits, indirect, consequential or special damages, loss of production, turnover, profits, contracts, customers, markets, reputation, data or financing, downtime, penalties imposed on the Entrepreneur or third-party claims.

Except for damage caused intentionally, personal injury, and cases where limitation of liability is prohibited by mandatory provisions of law, MCL's total aggregate and cumulative liability towards an Entrepreneur for all claims arising from or relating to a single Event, regardless of the legal basis or number of claims, shall not exceed the lower of the following amounts:

- 100% of the net remuneration payable to MCL for the Participant's attendance or the part of the Service directly concerned by the claim; or
- PLN 10,000.

Where remuneration for the relevant part of the Service has not been separately specified, it shall be determined proportionally to that part's share in the entire Service. Events arising from the same or related causes shall be treated as a single event.

Subject to the exceptions specified in paragraph 8 of this Section, liability towards an Entrepreneur in connection with a free Event is excluded to the fullest extent permitted by law.

The Entrepreneur undertakes to indemnify and hold harmless MCL, members of its governing bodies, personnel, presenters and subcontractors against third-party claims and to reimburse reasonable and documented defence costs, including legal fees, to the extent that such claims arise from unlawful content or conduct of the Entrepreneur, infringement of rights by the Participant, unauthorised recording, distribution of materials, sharing of access credentials or provision of false information.

This provision does not apply to the extent that the damage was caused intentionally by MCL.

11. Final Provisions

These Terms and Conditions and contracts relating to Events shall be governed by Polish law. The choice of Polish law does not deprive Consumers of the protection afforded by mandatory provisions of the law of their country of habitual residence, where applicable.

Provisions limiting liability, rights or court jurisdiction shall not apply to Consumers or Entrepreneurs with Consumer Rights to the extent that they benefit from protection under mandatory provisions of law.

Disputes with Entrepreneurs who do not qualify as Entrepreneurs with Consumer Rights shall be resolved by the court having territorial jurisdiction over MCL's registered office, subject to mandatory provisions of law.

The invalidity, ineffectiveness or unenforceability of an individual provision shall not affect the remaining provisions of these Terms and Conditions. In relationships with Consumers, a non-binding provision shall not be replaced by an arrangement that worsens their statutory position.

Failure or delay by MCL in exercising an individual right shall not constitute a waiver of that right.

Amendments to these Terms and Conditions shall apply to contracts concluded after the new version has been made available. Such amendments shall not affect previously concluded contracts unless required by mandatory provisions of law or expressly agreed upon.

These Terms and Conditions enter into force on the date of their approval and are made available in a form that allows them to be saved and reproduced.

These Event Terms and Conditions have been established and approved by the Management Board of MediCertLab Sp. z o.o.