

iLeanGO.com Terms and Conditions

§ 1 General provisions

1. These Terms and Conditions define the conditions of use of services and resources made available via the Internet (online) on the Website - a training platform available at www.iLeanGO.com.
2. The online services described in the Terms and Conditions are provided by LeanX sp. z o. o. located in Gdańsk, ul. Piramowicza 3/1, 80-218 Gdańsk, registered by District Court Gdańsk - Północ, VII Department of the KRS, under number: 0000757665, NIP: 9571111252. LeanX sp. z o.o. is the owner and administrator of all resources available on the Website.
3. By accepting the Terms and Conditions, the User agrees to comply with the rules set out herein.
4. Accepting the Terms and Conditions is the prerequisite for using all resources available on the website and for setting up a user account.
5. The Terms and Conditions define the obligations and rights of clients as well as the obligations and rights of LeanX sp. z o.o. as the operator of the Website.
6. At the moment of registration, the Client agrees to read the Terms and Conditions. Acceptance of all of the provisions hereof is the condition precedent for all subsequent operations.

§ 2 Definitions

1. **iLeanGO.com** – a website via which LeanX sp. z o. o. provides services to clients, also referred to as the Service Provider.
2. **Client** - an entity registering and making payments on the Website, for whom a service agreement has been concluded. There are: Individual Clients and Business Client.
3. **Individual Customer** - a customer who is understood as a natural person who does not conduct business activity, and who concludes an agreement for the provision of services in his own name and for his own account, not directly related to the business or professional activity of such person (consumer).
4. **Business customer** - a customer, who concludes an agreement with the Service Provider for the provision of services as part of his business activity.
5. **Account** - a place available on the Website for Customer/User, used to navigate the Website under an agreement concluded with the Service Provider, to purchase offered services and to use selected services. Depending on the term of the agreement and available resources, Business Account and Individual Account should be distinguished.

6. **Business Account** - an account created by Individual Customer or Business Customer, under which Customer is granted access to all Website resources for a specified number of Users under an agreement concluded for an indefinite period, where payment is made on a regular basis, based on the billing cycle chosen by Customer.
7. **Individual Account** - an account created by Individual Customer or Business Customer, within which customer is granted access to a training module of his choice under an agreement concluded for a fixed period of one year, with single payment.
8. **User** - a person using the Website's resources in accordance with the accepted Terms and Conditions, following registration on the Website. User may refer to either Individual Client or Business Client.
9. **Website** - web portal, available at www.iLeanGO.com, owned by LeanX sp. z o. o.
10. **Training platform** - website available at iLeanGO.com, enabling Clients and Users to use training materials (e-learning) and other purchased resources.
11. **Training materials** – all training resources available on the Website.
12. **Training** – a single training module available on the Website.
13. **Training bundle for Business Client** – a set of training modules, made available to a number of users as set out by the Business Client, depending on the chosen package (Bronze, Silver, Gold, Crystal).
14. **Registration on the Website** – creation of an account dedicated to the Client/User.
15. **Price list** – prices of services and products available for purchase at iLeanGO.com
16. **Recurring payment** - a method of payment by Customer within the Business Account made at specified dates using a payment card via Dotpay.pl.
17. **Electronic certificate** – a document generated after completing a specified training module or a set of training modules, and after successfully passing the certification exam. The certificate is issued in the form of a PDF file in A4 format. The certificate template is available at www.iLeanGO.com/certificates. The certificate is a proof of having completed the training and of passing the exam.
18. **Paper certificate** – an optional document for the Client available after completing a Set of training materials and paying a fee specified on the Website, sent to the indicated address. Certificate is provided in a paper form, in A3 format. The certificate template is available at www.iLeanGO.com/certificates. The certificate is a proof of completing the training and of passing the exam.
19. **Terms and Conditions** - these Terms and Conditions are available at www.iLeanGO.com. The Terms and Conditions define the terms of the sale of trainings through on-line transactions.
20. **Login/username** - an email address used to register the User account.

21. **Password** - classified string of characters known only to the Client/User, necessary to login to the Website to use its resources.
22. **Personal data** – information on an identified or identifiable individual; an identifiable natural person is a person who can be directly or indirectly identified, in particular on the basis of an identifier such as name, identification number, location data, internet identifier or one or more specific factors determining physical, physiological, genetic, psychological, economic, cultural, or social identity of a natural person.
23. **Processing of personal data** – refers to an operation or a set of operations performed on personal data or personal data sets in an automated or non-automated manner, such as collecting, recording, arranging, organizing, storing, adapting or modifying, downloading, browsing, using, disclosing by sending, distributing or otherwise sharing, matching or combining, limiting, deleting, or destroying.
24. **Coins** - a special kind of points. They are granted to User:
 - a) whose data will be entered during the registration of an account by new User, who will then successfully pass the "Lean Basic" test,
 - b) whose statement on the Board will be deemed helpful by other Users,
The number of coins granted to the current user is 10 and is added to the user's account after passing the test by new User. A specific number of coins gives right to access a training module free of charge.
25. **Board** - an area designated on the Website to publish posts by Users (verbal, graphic or audio information).
26. **The iLeanGO Community** - all Website Users striving to acquire knowledge and exchange experiences using tools available on the Website, such as the Board and communicator. Website Users, as part of the iLeango Community, may search for each other and use tools that enable direct contact with other Users.

§ 3 Conditions for participation

1. To use the resources on the Website, it is necessary to have access to the Internet and a computer, tablet, smartphone, which allow the proper display of the content of the Website, and to have an active e-mail address.
2. The Service Provider is not liable for any difficulties/inability to use the Website resources if this is due to technical deficiencies on the part of the Client/User. In particular, this shall mean insufficient performance of the equipment or internet connection and incorrect configuration of the web browser.
3. The Service Provider ensures that the use of the Website resources does not require the Client/User to install any external software without their knowledge and consent.

4. To use the resources on the Website, it is necessary to set up a user account. Creating a user account is free.
5. To register (create a user account), an Individual Client must complete the registration form by providing:
 - a) first and last name,
 - b) email address.
6. Business Customer in order to register (create a user account) should complete the registration form by providing:
 - a) business name,
 - b) seat,
 - c) tax identification number,
 - d) e-mail address.
7. After providing the data referred to in point 5 or 6, the User is required to set up a password. The password should not be made available to third parties other than the User.
8. User account can be accessed by entering the email address provided during registration (login) and the password.
9. The Service Provider reserves the right to block the Account in case of violation of any of the point of the Rules. Access to the account will be blocked after 5 unsuccessful login attempts.
10. User may not access or collect data from our products in an automated manner (without our prior consent) or attempt to access data to which he is not entitled.

§ 4 Individual Account

1. As part of the Individual Account, Customer may purchase a training or training module of his choice.
2. Access to the offered trainings is possible only from the level of the user's account.
3. A list of trainings is available after logging into the Website.
4. Training modules are sold by concluding a distance agreement.
5. An agreement is concluded by selecting by User a training or training module from the list on User's account and after making payment by user.
6. User will get access to the service he has purchased not later than 24 hours from the moment of registering payment in the account.
7. User has access to training materials 24 hours a day, 7 days a week.
8. From the moment of gaining access to training materials, the user has lifelong access to them.

§ 5 Business account

1. As part of the Business Account created, Customer can use all training and training modules available on the Website.
2. A Training package for Business Customer is sold under a distance contract.
3. An agreement with Business Customer is concluded by selecting a Training package by Business Customer from the list located on the user's account and after making payment by Business Customer.
4. Types of Packages for Business Customer differ in the number of User's accounts that can be created.
5. An agreement with Business Customer is concluded for an indefinite period. Payment to the Service Provider is made on the basis of cyclical settlements depending on a billing cycle chosen by Business Customer.
6. The following settlement cycles are distinguished: monthly (30 days), half-year (6 months) and annual (12 months).
7. Business Customer may resign from using the Website at any time through his account. In the event of resignation, the Service will be provided until the end of the billing period.
8. A Training package allows access to all Website resources for the number of users specified in the package.
9. Customer as part of the Business Account, regardless of the number of user's accounts included in the package, receives direct access to the Website resources through his own account.
10. All provisions regarding the rights and obligations of User apply to Customer owning the Business Account.
11. Customer will get access to the service he has purchased not later than 24 hours from the moment of registering payment in the account.
12. Customer owning the Business Account may, through his account, create a certain number, specified in a given package, of user accounts. During the term of the agreement, the number of active accounts may not exceed the number specified in the package, however, during the term of the contract, Customer has the right to close individual accounts and create new ones for further users.
13. Customer declares that he has the consent of individual users to enter their data to the website. Business Customer enters only User's e-mail address to the system.
14. After creating User's Account by Customer, User is entitled to activate the account after prior acceptance of the Rules and to submit a statement of consent to the processing of personal data and to read the Privacy Policy. On this moment, the Service Provider is granted access to User's personal data
15. Business Customer undertakes to conclude a written agreement with the Service Provider regarding the transfer of users' personal data of. The agreement template is attached to these Rules.
16. User assigned to the Business Account will get access to the purchased service not later than 24 hours from the moment he has accepted the creation of the account.
17. User has access to training materials 24 hours a day, 7 days a week.

§ 6 Training modules

1. Each of training modules for both the Individual Account and the Business Account ends with a knowledge test. To pass the test successfully, User must receive 80% of correct answers.
2. After completing each training module and passing the test, User is entitled to obtain an Electronic Certificate or a Paper Certificate, with the stipulation that the Certificate for completing Basic can be obtained only after completing a questionnaire about the training.
3. The Website creates a Users' Ranking, based on the results of final tests upon completing individual training modules. The ranking takes into account the number of completed trainings. Users' personal data is not disclosed in the Ranking. User decides himself whether his achievements are visible to all Users or to Users defined as friends.
4. User receives points for each successful test. The specified in System number of the points received gives right to free access to a selected training module.
5. There are four User levels:
 - a) Novice,
 - b) Ninja,
 - c) Samurai,
 - d) Master.
6. The type of User level depends on the number of points achieved.

§ 7 Using the Board

1. User has the right to publish post on the board. A post can be expressed verbally, graphically or audibly.
2. There are three types of boards in the Website:
 - a) public - posts can be published by all Users and are visible to all users,
 - b) business - posts may be published by Users registered as Business Account Users and are visible only by its Users,
 - c) intimate - posts are visible only to User's friends.
3. Published posts may not violate the law, sense of security, peace and the value of the rights of other Users. In particular, they may not constitute offensive, disparaging or offensive statements for other people.
4. Published posts are to reflect the idea of the created community.
5. Published posts may not violate the intellectual values of other people.
6. The Service Provider reserves the right to delete posts violating these Rules and posts violating the rights of other people or posts that may violate morality.
7. In the event of gross or repeated violation of the provisions of these Rules, the Service Provider reserves the right to block publishing posts on the board.
8. By publishing posts User bears full responsibility for any infringement of the rights of other persons. The Service Provider is not responsible for the posts published by User, to which User agrees by releasing the Service Provider from any liability.

9. Every User, if he notices any irregularities, has the right to report this fact to the Service Provider who will immediately take steps provided for in the Rules.
10. User is the owner of the content that he creates and makes available on the Website and none of the provisions of these Rules deprive user of his rights to his own content. User may make his content available to any person and at any time.
11. In addition to the Board, the Website enables direct contact between Users via the messenger being an integral part of the Website.

§ 8 Rights and Obligations of the Service Provider

1. In the case of technical problems beyond control of the Client and attributed to the Service Provider, preventing the use of the Website, access to training materials will be extended by this period, after prior notification thereof sent by the User to the Service Provider.
2. iLeanGO.com reserves the right to short-term disruptions/interruptions in the operation of the Website as may be required to carry out necessary repairs, inspections, or maintenance. Unless the above-mentioned activities result from defects, the Service Provider, if possible, undertakes to inform the Client thereof in advance. In this case, the period of using the purchased training modules is extended by the duration of those activities.

§ 9 Payment and prices

1. The purchase price of access to a specific training module is displayed next to the name of the individual training module.
2. The prices listed on the Website are gross prices.
3. The price indicated for a given product/service is a binding price, which means that the customer can accept it by purchasing the given product/service, or refuse to accept it by not purchasing the product/service offered by www.iLeanGO.com. The Service Provider reserves the right to change the price for individual Clients, however, the price shall not be modified once the product/service is purchased.
4. After selecting a specific training module, the User is asked to confirm acceptance of the price.
5. The Service Provider provides discounts with a single purchase of more than one training module by an Individual Client.
6. Services other than access to the "Lean Basics" module are payable. At the time of signing the agreement, the Client accepts the financial terms of www.iLeanGO.com and agrees to pay a pre-specified amount in order to be granted access to the training materials.
7. To obtain a Paper Certificate, the User agrees to pay the amount indicated on the website www.iLeanGO.com.

8. Transactions are settled by a payment card through Dotpay.pl. This is the only method of payment accepted by the Service Provider.
9. Customer is obliged to accept Dotpay.pl regulations.

§ 10 Recurring payments. Business Account

1. The provisions of § 9 apply to recurring payments subject to the following provisions.
2. Payments under a Business Account are recurring, made by a payment card via Dotpay.pl.
3. Customer agrees to periodical charging of a fixed fee resulting from an agreement concluded with the Service Provider through Dotpay.pl from a payment card registered in accordance with paragraph. 10. The amount of fees and payment dates result from the concluded agreement.
4. In the event of changes in the dates, the amount of fees charged, changes in the method of calculating fees, it is necessary to renew the consent of Customer to the execution of recurring payments according to the new conditions.
5. In order to make recurring payments, Customer registers in the Dotpay.pl system.
6. The registration referred to in paragraph 3 is intended to authenticate Customer ordering recurring payments will be carried out as follows:
 - a. if Customer wish to make payment to the Service Provider, he should accept the terms of registration to start recurring payments,
 - b. The Service Provider will redirect Customer to the Dotpay system in which he will make the first payment to record the card used in the recurring payment service. The card is registered with 3-D Secure code card authentication.
 - c. after payment authorisation (card registration), Dotpay will send to the Service Provider a unique number identifying the Card and Customer (so-called "Token"), enabling further recurring payments according to Customer's order,
 - d. registration of the card will be completed successfully, as long as Customer is positively verified by Dotpay.
7. The data of the registered Customer's card is stored by Dotpay S.A. with due diligence and in a manner consistent with applicable law. Customer, in order to use the recurring payment service, consents to the processing of his personal data by Dotpay.pl.
8. The frequency of charging fees depends on the settlement period chosen by Customer. Each time, the Service Provider informs Customer about the upcoming payment deadline 7 days prior to collecting the recurring payment.
9. Customer has the right to cancel the recurring payment service at any time. Resignation can be submitted through Customer's account or by e-mail to the following address: info@ileango.com
10. At every request of Customer The Service Provider will make information containing the description of the ordered service (good) available to Customer via e-mail. The information will contain:
 - a) the date of expiry of the possibility to use the Business Account with the last payment of recurring payment,
 - b) the price of the total remuneration due to the Service Provider, which is the sum of all recurring payments,

- c) the amount of single recurring payment in the case of a fixed value or information about the method of calculating the recurring fee if it is not possible to calculate the fee rate top-down.
11. If the authorisation of payment for a previously registered card has been refused, Dotpay will attempt to charge the card the next day. Subsequent authorisation attempts will be performed once a day for not longer than 31 days. During this time, the Service Provider will take actions to find the problem with charging the card with Customer.
 12. The Service Provider is liable to Customer if a higher amount than the amount to which Customer gave his consent has been charged.
 13. Complaints related to the recurring payment service may be sent by Customer to the Service Provider to email address: *info@ileango.com*. The Service Provider will provide relevant information to Dotpay.pl. stating the reasons for rejecting Customer's complaint and when Customer's complaint regarding the recurring payment has been rejected.
 14. The Service Provider informs Customer via e-mail 14 days before making recurring payment if:
 - a) more than six months have elapsed since the last payment,
 - b) the trial period, initial offer or promotion for the recurring payment service has expired,
 - c) the terms and conditions for making recurring payments have changed and are not limited to changing the dates and amounts of charged fees.

§ 11 Complaints

1. In the event of interruptions or defects in the operation of the Website not attributed to Client's actions or omissions, the service recipient has the right to file a complaint to the address *info@ileango.com*.
2. The complaint form must contain: the Client's identification (first and last name/name in the case of legal persons, address of residence/address of the registered office, description of the subject of the complaint with rationale, Client's expectations towards the Website).
3. The complaint shall be handled by iLeanGO.com within 14 days from the date of filing. The Service Provider may refuse to handle the complaint if it results from ignorance of the Terms and Conditions. In any information is missing in the complaint form, iLeanGO.com shall ask the Client to complete the information within 7 working days.
4. The Consumer can apply for help to the local Consumer Ombudsman at District Governor's Office or Municipal Office (in cities with 'powiat' rights), whose task is to provide consumers with professional support, including free legal assistance. The Consumer may also file a complaint online via ODR (Online Dispute Resolution) website, available at:
<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=PL>.

§ 12 Personal data

1. The sharing of personal data by the User is voluntary. However, the User may have to share personal data to the extent necessary to allow the Service Provider or entities acting on its behalf to perform their obligations under the agreement. These data are processed taking into account the rules provided for in the relevant regulations being commonly in force. By accepting these Terms and Condition and by confirming to have read the Privacy Policy, the User consents to the processing of personal data.
2. All data entered by the User on the website are the property of the User and are not made available to any third parties, save as otherwise provided in the relevant provisions of law. The data entered are used, i.e. collected and processed, only to ensure the proper performance of the agreement, including the invoices issued by the Service Provider, and to settle the Service Provider's accounts with the User for the services provided. The Service Provider shall take all necessary measures to protect the personal data of the User, their company, and all other data entered on the Website.
3. The User has the right to access their personal data made available in connection with the use of the Website, to correct their data, and to demand their data cease to be processed. If the data are necessary for the provision of Services by the Service Provider and the User demands that their processing ceases or that they are erased, this request shall be regarded as a notice of termination of the agreement for the provision of Services with an immediate effect.
4. The data subject has the right to request that the data controller confirms whether or not any personal data relating to them are being processed and, if so, they are entitled to access them and obtain the following information:
 - a) the purposes of the processing;
 - b) category of personal data concerned;
 - c) information on recipients or categories of recipients to whom the personal data have been or will be disclosed, in particular on recipients in third countries or international organizations;
 - d) to the extent possible, the period for which the personal data will be stored, and if it not possible, the criteria for determining that period;
 - e) information on the existence of the right to require of the data controller to rectify, erase, or restrict the processing of personal data concerning the data subject, and of the right to object to such processing;
 - f) information on the right to lodge a complaint to the supervisory authority;
 - g) if personal data have not been collected from the data subject - all available information as to their source.
5. The data controller shall provide the data subject with a copy of the personal data being processed. For any further copies requested by the data subject, the data controller may charge a reasonable fee attributed to administrative costs. If the data subject asks for an electronic cop, and unless otherwise specified, the information is provided by the generally applicable electronic means.

6. The data subject has the right to request the data controller to immediately rectify any incorrect personal data concerning the data subject. Taking into account the purposes of the processing, the data subject has the right to request completion of incomplete personal data, also by providing an additional statement.
7. The data subject has the right to request the data controller to erase their personal data immediately, and the data controller has the obligation to erase personal data without undue delay if one of the following circumstances occurs:
 - a) personal data are no longer necessary for the purposes for which they were collected or otherwise processed,
 - b) the data subject has withdrawn the consent on which the processing is based and there is no other legal ground for processing;
 - c) the data subject files an objection to such processing under Article 21(1) of the Regulation of the European Parliament and of the Council, and there are no overriding legitimate grounds for processing;
 - d) personal data were processed unlawfully.
8. The Service Provider may entrust the processing of personal data assigned by the User to other entities for the purpose necessary to perform the Agreement, to which the User agrees.

§ 13 Copyright

1. The copyright to the Website and to all contents (in particular, the training modules) posted on the website www.iLeanGO.com is vested in the Service Provider - LeanX sp. z o. o. - or has been granted to the Provider on the basis of an appropriate agreement and is subject to legal protection in accordance with the generally applicable provisions on the protection of copyright and related rights.
2. The same protection as stipulated hereinabove applies to the selection and arrangement of content posted on the Website, trademarks, and other items posted on the Website, i.e., texts, graphics, photos, or multimedia.
3. Copying or changing, including deletion of any part or element of the Website, in whole or in part, as well as using it in a manner other than specified in the Terms and Conditions, is permitted after obtaining prior consent of the Service Provider expressed in writing, otherwise being null and void.
4. The User is not entitled to share, borrow, lend, duplicate, or disseminate the content (including graphic content) on the Website in any other form.

§ 14 Applying these Terms and Conditions to Consumers

1. In the case of an Agreement concluded with and only in relation to the Consumer:
 - a) in the scope not regulated by these Terms and Conditions, the provisions of consumer law shall apply, in particular the provisions of the Act of 30 May 2014 on consumer rights (consolidated text: Journal of Laws of 2017, item 683),
 - b) before concluding the Agreement, the Service Provider shall provide the Customer with these Terms and Conditions and shall exercise the information duties stipulated in the provisions of the Act of 30 May 2014 on consumer rights.
2. These following Terms and Conditions shall not apply to the Consumer:
 - a) constituting prohibited clauses within the meaning of Article 3851 - 3853 of the Civil Code, as well as violating the mandatory legal provisions concerning consumer contracts,
 - b) included in the Register of Prohibited Clauses kept by the President of the Office of Competition and Consumer Protection.
3. The Consumer who concludes an Agreement with the Service Provider away from business premises may withdraw from the Agreement within 14 days without giving any reason and without incurring costs, subject to the provisions of the Act of 30 May 2014 on consumer rights.
4. A model notice of withdrawal together with details of the right to withdraw from the Agreement is attached as Appendix 1 to these Terms and Conditions.
5. The period of 14 days to withdraw from the Agreement starts its course from the date of sending the application. The deadline is considered to be retained if the Customer sends a notice of withdrawal from the Agreement to the following email address: *info@ileango.com*. For this purpose, the Consumer may use the model notice of withdrawal from the Agreement made available on the Website.
6. The Consumer loses the right to withdraw from the Agreement if the Service Provider has fully provided the Consumer with the service - made the training module available against explicit consent of the Consumer, whom the Service Provider instructed before the provision of service that the right to withdraw from the Agreement shall no longer apply.
7. In relation to Consumers, the information referred to in Article 12 (1) of the Act of 30 May 2014 on consumer rights, in accordance with Article 22 thereof, shall form an integral part of the Remote Agreement and may be changed only upon express agreement of the Parties.

§ 15 Final provisions

1. In matters not settled by these Terms and Conditions, the relevant provisions of Polish law shall apply.
2. If any of these Terms and Conditions is recognized as invalid by a valid court decision, the other provisions shall remain in full force and effect.
3. The common court competent for the Service Provider's registered office shall be the court competent for resolving disputes arising from agreements concluded with Users and the Terms and Conditions