

# STORE TERMS AND CONDITIONS

## LOT Aircraft Maintenance Services Sp. z o.o.

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effective from [27.09.2023](#).

These Terms and Conditions apply to the provision of Digital Content and Digital Services available on the website at <https://training.lotams.com>.

For ease of reference, in the remainder of these Terms and Conditions we will refer to the module of the website that allows you to purchase products as the "Store".

In these Terms and Conditions you will find, among other things: procedure of entering into an agreement, provisions of the agreement, provisions for consumers and information on how to make a complaint and withdraw from the agreement. The agreement may be concluded by placing an Order on the Store website.

The information available on the Store website and in these Terms and Conditions does not constitute an offer within the meaning of the Civil Code, but an invitation to conclude an agreement.

Should you have any questions about the content of these Terms and Conditions, please contact us at the address below.

Contact us!	In any matter related to purchases and functioning of the Store, you can contact us at: <a href="mailto:training@lotams.com">training@lotams.com</a> or by phone: + 48 536 360 475
Who is the Service Provider, who provides Digital Content or Digital Service?	The Service Provider is the owner of the Store – <b>LOTAMS, i.e. LOT Aircraft Maintenance Services Sp. z o.o.</b> of Warsaw, with registered address at ul. Komitetu Obrony Robotników 45C, 02-146 Warsaw, Poland, entered in the Register of Entrepreneurs of the National Court Register under number KRS 0000352848, kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, with the share capital of PLN 175,470,063.60, holding Tax Identification Number (NIP): 522-294-67-95 and Industry Identification Number (REGON): 142321116.
Who is subject to these Terms and Conditions?	These Terms and Conditions apply to users of the Digital Content or Digital Services provided in the Store, buyers of products from the Store, customers include consumers, entrepreneurs with consumer rights and other entrepreneurs.

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## Definitions

**LOTAMS, i.e. LOT Aircraft Maintenance Services Sp. z o.o.** of Warsaw, with registered address at ul. Komitetu Obrony Robotników 45C, 02-146 Warsaw, Poland, entered in the Register of Entrepreneurs of the National Court Register under number KRS 0000352848, kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, with the share capital of PLN 175,470,063.60, holding Tax Identification Number (NIP): 522-294-67-95 and Industry Identification Number (REGON): 142321116

Website available at: <https://training.lotams.com>

Form used for placing an order for Digital Content, Digital Services and Training. Completing the form requires adding the selected Digital Content, Digital Services or Training to the Cart, selecting a payment method and completing the customer details necessary to make the purchase.

Consumer, Entrepreneur or Entrepreneur with Consumer Rights. A Customer is an entity that is a natural or legal person that purchases Digital Content, Digital Service or Training.

A legal or a natural person conducting business activity that purchases Digital Content or Digital Service by entering into the Agreement, which states that the Agreement is directly related to the business activity conducted by the Entrepreneur and is of professional significance to the Entrepreneur.

A natural person who performs a legal transaction with the Service Provider that is not directly related to their business or professional activity.

A natural person conducting a business activity, purchasing Digital Content or Digital Service, which is directly related to the business activity of that person, but the Agreement states that it is not of professional significance to the Entrepreneur (e.g. based on the data on the nature of business activity made available in CEIDG).

Individual access of the Customer on the Store website specified by a username and a password in the form of a string of characters securing access to the account.

Access to the online Training panel, individual for each Customer, made available to the Customer by the Service Provider after the purchase of Training.

Data generated and delivered in digital form.

A service that enables the generation, processing, storage or access to data in digital form, or a service that enables the sharing of data in digital form that has been sent or produced by the consumer or other users of the service, or other forms of interaction using such data.

Training or individual access by the Customer to Digital Content or Digital Service covered by the Agreement, granted for a specific period determined in the Agreement. Product description and gross prices can be found on the Store website next to the presented Digital Content, Digital Service or Training.

A service provided by LOTAMS on the terms specified in the training description in the Store.

Consideration including taxes, specified in EUR or PLN, due to the Service Provider for the performance of the Agreement by the Service Provider.

Provision of services by electronic means within the meaning of the Act on Provision of Services by Electronic Means of 18 July 2002 (Journal of Laws of 2020, item 344, as amended), by the Service Provider to the Customer via the Store website.

Service Provider

Store

Order form

Customer

Entrepreneur

Consumer

Entrepreneur with Consumer Rights

Customer Account

Training User Account

Digital Content

Digital Service

Product

Training

Price

Electronic Service

Minimum technical requirements that must be met to ensure cooperation with the communication and information system used by the Store and the Moodle platform, including the conclusion of a Service Agreement or the Agreement, i.e.:

1. a computer, laptop or other multimedia device with Internet access;
2. e-mail access;
3. The Customer must have a valid/active e-mail address, and in certain cases a keyboard or other pointing device that enables correct completion of electronic forms;
4. access to an up-to-date web browser: Mozilla Firefox, Internet Explorer, Opera, Google Chrome, Safari.

Technical Requirements

An agreement concluded between the Service Provider and the Customer through the Store or otherwise, in particular by sending an Order to the Service Provider's e-mail address and payment for the Order placed by the Customer, in which the Service Provider undertakes to deliver Digital Content or Digital Service, or to conduct Training, and the Customer undertakes to pay the Price.

Agreement

The Agreement is concluded at the time when the Service Provider sends confirmation of Order acceptance.

An agreement concluded between the Service Provider and the Customer, which provides for the provision of Electronic Services made available through the Store, on the terms specified in these Terms and Conditions.

Service Agreement

A declaration of will made by the Customer in the order form, the intention of which is to conclude the Agreement remotely, made using means of remote communication, in particular the Store website, in which the Customer makes an offer to conclude an Agreement for Training, Digital Content or Digital Service, which is addressed to the Service Provider and in which the Customer provides their details necessary for the potential conclusion and performance of the Agreement.

Order

It is also possible to place an Order by sending it to the Service Provider's e-mail address indicated in these Terms and Conditions.

Electronic Service made available to the Customer of the Store consisting of enabling the Customer to place an Order for Digital Content, Digital Service or Training, to enter discount codes to reduce the Price on the terms set out in separate agreements/rules, to display a summary of information on the Price of individual items of Digital Content, Digital Service and Training.

Cart

Any day from Monday to Friday, except statutory holidays.

Business Day

Special terms for concluding the Agreement proposed by the Service Provider at a specific time, from which the Customer may benefit in accordance with certain rules specified by the Service Provider, e.g. reduction of the price of Digital Content, Digital Services or Training.

Promotions

The Act on Consumer Rights of 30 May 2014 (Journal of Laws 2020, item 287, as amended).

Act on Consumer Rights

This document specifying the rules for the conclusion of Agreements and the rules for the provision and use of services, including Electronic Services, made available by the Service Provider through the Store to Customers. These Terms and Conditions define the rights and obligations of Store Customers being Consumers, Entrepreneurs or Entrepreneurs with Consumer Rights.

Terms and Conditions

The first Product Price at which the Product appeared in the Store.

Initial Price

The lowest Price at which the product was available in the Store during the last 30 days before the Price reduction.

The lowest price in the last 30 days before the price reduction

The price of Products in the Store after a Price reduction resulting from a Promotion announced by the Service Provider.

Promotional Price

## General terms and conditions of using the Store

1. These Terms and Conditions are made available free of charge to each Customer prior to the conclusion of the agreement in a manner that makes it possible to obtain, reproduce and record their contents by means of an information and communication system used by the Customer.
2. The customer is obliged to read the Terms and Conditions before concluding the agreement. If the Customer does not accept their provisions, they should not make any purchases in the Store. Conclusion of the Agreement with the Service Provider means that the Customer has read the Terms and Conditions and they are bound by their provisions.
3. All prices of the Products are gross prices (including VAT) in euro or Polish zloty, as indicated in the Product description.
4. Correct use of the Store requires meeting the Technical Requirements, access to a device with the Internet, an up-to-date operating system and an up-to-date web browser, and an e-mail account. The Customer should also be aware of the risks of using the Internet (including online shopping) and secure their device using basic technical security measures (such as antivirus software).
5. The Customer must not make available illegal content and content prohibited by law (e.g. violating the personal rights of third parties) and is required to enter valid data.
6. **In particular, the Customer of the Store is obliged to:**
  - a. complete the forms provided by the Store only with true, valid and necessary information, and promptly update the information, including personal data, provided by the Customer in connection with the conclusion of Agreements;
  - b. use the services and functionalities provided by the Store in a manner that does not interfere with the operation of the Store and in a manner consistent with applicable law, the Terms and Conditions, as well as in accordance with customs and principles of community life, also in a manner that does not disrupt the activities of other Customers of the Store;
  - c. not to provide or transmit within the Store any content prohibited by the applicable law, in particular, violating the economic copyrights of third parties or their personal rights;
  - d. not to post unlawful content, such as: sending or posting unsolicited commercial information (spam) in the Store or posting any content that violates the law;
  - e. not to modify in an unauthorised manner the content provided by the Store, in particular Prices or descriptions of Digital Content, Digital Services or Training;
  - f. not to take actions to acquire information not intended for the Customer;
  - g. timely pay the Price and other costs accepted by the Customer in full amount.
7. The Customer must not transfer the login and password to unauthorised persons or use the account of another Customer.
8. Digital Content, Digital Service and Training may be presented in the Store as part of a pre-sale or Promotion, the terms of which are provided in the Store. The price indicated by the Service Provider next to the Promotional Price is the lowest price at which the product was available in the store during the last 30 days (the lowest price in the last 30 days before the price reduction).
9. If the Digital Content and Digital Service are made available or the Training is purchased as part of a Promotion, the Service Provider will indicate that the Digital Content, Digital Service or Training is provided at a promotional price.
10. If Customers are allowed to read the reviews of other Customers on the Store website, the Service Provider will take reasonable and proportionate measures to verify whether the reviews are reliable and posted by persons who have actually used the Digital Content, Digital Service or Training.
11. If the Price offered to the Customer on the Store website is personalised, e.g. determined on the basis of information about the Customer obtained from marketing data (profiling), the Service Provider will provide the Customer with information on individual price adjustment (price personalisation) next to the Price of Digital Content, Digital Service or Training on the Store website.

Electronic services on the Store website, including the creation of a Store Customer Account

12. The Service Provider takes technical and organisational measures to ensure the security of using the Store and the functionalities available on the website (account registration form, order form, etc.).

1. The Service Provider provides the following Electronic Services to Customers through the Store free of charge:
  - a. Service of concluding Agreements in accordance with these Terms and Conditions;
  - b. Service of a Customer Account as well as storage and, through the Account, making available to the Customer the history of the Customer's Orders on the Store website after logging in on the Store website;
  - c. Service of a Training User Account and access to the digital part of the Training through the Training User Account;
  - d. Service of Order placement in accordance with these Terms and Conditions;
  - e. Service of enabling Customers to use the Cart;
  - f. Service of making Digital Content and Digital Services available on the Store website.
2. The Customer has the option to create an Account on the Store website when placing an Order. The Account contains, among other things, information about Orders and may save the previously used data needed to place an Order.
3. The Service Provider provides the service of maintaining the Account during the performance of the Agreement, for no less than one year after the date of the creation of the Customer Account.
4. The Account may be used after completing a form, accepting these Terms and Conditions and clicking on the button "Create account" or its equivalent, with the proviso that an Account is created automatically when making the first purchase in the Store. In the case of placing an Order via e-mail, the Training User Account is created by the Service Provider after the Customer pays the Price or part of the Price, if that was individually arranged by the Customer with the Service Provider, with the proviso that the Customer receives a message with an activation link to the e-mail address indicated by the Customer and sets the password for their Account on their own.
5. In the form for creating a Customer Account and a Training User Account the Customer must provide the following data: first name and surname, e-mail address, login and password.
6. A Customer Account is created by completing the registration form and submitting it to the Service Provider through the Store website (as part of placing an Order). The agreement on keeping the Account on the Store website is concluded upon sending a confirmation of the Customer Account creation.
7. When an online Training is purchased, the Service Provider provides the service of maintaining the Training User Account on an external platform Moodle. The account is created automatically after the purchase of Training based on the data provided when the Order is placed.
8. The Customer will receive the login information for the Training User Account to their e-mail address.
9. The Customer logs into the Customer Account and the Training User Account using an e-mail address and an individual password, which the Customer defines on their own.
10. The agreement on keeping the Customer Account and the Training User Account is concluded for an indefinite period and can be terminated at any time.
11. The Customer may place an Order without creating an Account or by creating an Account.
12. The Service Provider will, at the request of the Customer, delete the Customer Account and the Training User Account. To make a request for deletion of the Account, the Customer should contact the Service Provider at the e-mail address provided in the initial part of these Terms and Conditions.
13. The Customer Account and the Training User Account will be deleted within 30 days from the date of receipt of the request to delete a given Account.
14. The use of the Cart begins when the Customer adds the first Product to the Cart.
15. The Cart Service is provided free of charge and has a one-off nature and ends when the Order is placed.
16. Complaints related to the provision of Electronic Services may be submitted in writing to the Service Provider's registered address or electronically to the address indicated at the beginning of these Terms and Conditions.

Conclusion,  
performance of the  
Agreement and  
payments

17. The Service Provider will respond to the complaint immediately, but in any case no later than within 14 days of its receipt.
  18. In order to expedite the processing of the complaint, it is recommended that the Customer provide in the description of the complaint information and circumstances relating to the subject matter of the complaint, in particular the nature and date of occurrence of irregularities and the Customer's request, along with the provision of contact information of the person submitting the complaint.
  19. The requirements specified above are only recommendations of the Service Provider and do not affect the effectiveness of complaints submitted without the recommended description of the complaint.
1. The Service Provider enables the placement of Orders and conclusion of Agreements for the provision of Digital Content and Digital Services and the sale of Training through the Store website.
  2. The main features of Digital Content, Digital Service and Training, as well as their specifications, are presented on the product page of each Digital Content, Digital Service or Training on the Store website.
  3. The conclusion of the Agreement between the Customer and the Service Provider may take place when the Customer places an Order in accordance with the terms specified below.
  4. **The Agreement is concluded after the Order is placed on the Store website using the Order Form, when it is confirmed by the Service Provider**, where the confirmation being an e-mail sent by the Service Provider to the e-mail address indicated by the Customer when placing the Order.
  5. The subject matter of the Agreement is the Service Provider's obligation to make the Digital Content or Digital Services available to the Customer, or to conduct Training for the Customer for the price indicated on the Store website and to be paid by the Customer.
  6. Orders can be placed on a 24/7 basis.
  7. The Service Provider enables the Customer to place an Order as follows: by adding Digital Content, Digital Service or Training to the Cart, after which the Customer proceeds to the Order Form, or the Customer with an Account confirms in the Order Form the validity and correctness of the data necessary for the conclusion and performance of the Agreement.
  8. A Customer that does not have an Account is obliged to complete the Order Form on their own with their details necessary for the conclusion and performance of the Agreement.
  9. In any case, the provision of invalid or incorrect data of the Customer may prevent the performance of the Agreement, as the condition for placing an Order is the correct and full completion of the Order Form. In the Order Form, the Customer is required to provide the following details about the Customer: first name and surname, exact address, e-mail address and details about the Agreement, i.e.: selected Digital Content, Digital Service or Training, method of payment for the Digital Content and/or Digital Service and/or Training by the Customer.
  10. In the case of Customers who are not Consumers, it is also necessary to specify the company name, and if in the form they requested a VAT invoice – also the details necessary for issuing a VAT invoice, including Tax Identification Number (NIP).
  11. As a condition for placing an Order, in addition to the circumstances indicated above, the Customer must also accept these Terms and Conditions, the **Terms and Conditions of Training and the Service Provider's Privacy Policy**, and pay the Price for the Digital Content and/or Digital Services and/or Training after selecting a payment method that requires it.
  12. Pressing the "Order and pay" button (or any other button with equivalent wording) means that an Order is placed (the Customer submits an offer) for the selected Digital Content and/or Digital Service and/or Training.
  13. The Customer has the opportunity to verify the Digital Content, Digital Service and Training included in the Cart and make changes until the Order is placed.
  14. After clicking on the "Order and pay" button (or any other button with equivalent wording), the Customer will be able to choose a payment operator and will be automatically redirected to the payment gateway, supported by the selected operator when online payment is selected. Information on available operators

is provided on the Store website. If an Order placed by e-mail, payment must be made to the account indicated in the invoice.

15. In response to the Order, the Customer immediately receives a message to the e-mail address provided for this purpose to the effect that the receipt of the Order is confirmed and its verification has started.
16. After verifying the Order, without unreasonable delay, the Service Provider sends a message to the Customer to the provided e-mail address, confirming the acceptance of the offer made by submitting the Order, and confirming the start of the execution of the Order, or information about the rejection of all or individual offers made as part of the Order.
17. The Agreement is concluded **when the Service Provider accepts the Order** by sending an e-mail confirming that the Order has been accepted. In the case of an Order that needs to be paid for against an invoice issued by the Service Provider, the Customer is obliged to pay the Price in full amount, by the deadline indicated in the invoice issued by the Service Provider. In the event of failure to comply with this obligation, the Agreement is deemed not concluded.
18. In the case of rejection of the offer or offers made as part of an Order submitted by the Customer, the Agreement is not concluded to the extent of the Digital Content, Digital Service or Training indicated by the Service Provider in the e-mail with the rejection of the offer. In this case, the Service Provider will promptly, but no later than within 14 days after sending the e-mail referred to above, return to the Customer the payments made by the Customer, to the extent that the Agreement has not been concluded.
19. The Service Provider sends a summary of the Order containing the most important information about the Order to the e-mail address provided in the form by the Customer.
20. The Service Provider organizes Promotions for selected Digital Content, Digital Services or Training available on the Store website. Promotions cannot be combined, unless the terms of the Promotion expressly state otherwise. The ability to use a particular Promotion may depend on the availability of Digital Content, Digital Service or Training on the Store website.
21. Customers being Entrepreneurs may order and purchase Training without creating a Customer Account, but by sending an e-mail to the Service Provider to the address specified at the beginning of these Terms and Conditions, indicating the number of persons interested in participating in the Training. The Service Provider, also by e-mail, presents such Customer with the terms of such Training and payment methods.
22. Once the Customer being an Entrepreneur accepts the terms of the Training provided by the Service Provider and selects the method of payment, the Service Provider provides the Customer with an invoice or a pro-forma invoice, if the payment for the Training is made in parts.
23. Payment for the Training provided to a Customer being an Entrepreneur may be a one-off payment or may consist of two payments – the first one before the commencement of the Training by the date indicated in the pro-forma invoice, and the second one after the completion of the Training by the date indicated on the next invoice issued by the Service Provider.
24. A Customer being an Entrepreneur is obliged to pay the Price in full amount by the deadline indicated in the invoice issued by the Service Provider. In the event of failure to comply with this obligation, the Agreement is deemed not concluded.
25. The Service Provider offers the following payment methods:
  - a. electronic payment (the execution of the Order will begin after the Service Provider sends the Customer a confirmation of acceptance of the Order and after the Service Provider receives information that the Customer has made the payment) in the form of traditional transfer or a payment made through a payment operator,
  - b. traditional transfer,
  - c. payment made through a payment provider,
26. The Service Provider will provide the Customer with an electronic proof of purchase. The Customer agrees that the proof of payment, i.e. invoice or receipt, will be prepared and sent to the e-mail address provided by the Customer when placing the Order, or creating the Account.

27. Payment for Digital Content or Digital Service is made using the service Przelewy 24 - PayPro SA (PayPro), with its registered office at ul. Pastelowa 8, 60-198 Poznań, Poland, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Poznań Nowe Miasto i Wilda, 8th Commercial Division of the National Court Register, under number KRS 0000347935, holding Tax Identification Number (NIP): 7792369887, with a share capital of PLN 5,476,300.00, fully paid up, and in the register of national payment institutions kept by the Polish Financial Supervision Authority under number UKNF IP24/2014.
28. The Service Provider does not store Customers' payment card numbers in its database.
29. Payment is made according to the rules presented on the Store website. In the case of any doubts, the Customer may contact the Service Provider by sending a message to the address indicated in these Terms and Conditions.

## Digital Content and Services

1. Digital Content and Digital Services offered on the Store website relate to developmental, educational and qualification content. As part of the Agreement concluded in accordance with these Terms and Conditions, the Service Provider makes Digital Content and/or Digital Services available to the Customer in accordance with the Customer's Order.
2. Fulfilment of the Order means that the Service Provider provides the Customer with data that enables access the content specified in the Customer's Order. Access data is sent to the e-mail address indicated when placing the Order (login and password to the Customer Account on the Store website). The creation of a Customer Account on the Store website, which enables the use of Digital Content and/or Digital Services, is free of charge.
3. The prices of Digital Content and Digital Services are presented to the Customer on the Store website and when placing an Order. All prices listed on the Store pages are gross amounts including taxes.
4. Due to the type and duration of Digital Services or Digital Content, individual variants of Digital Content or Digital Services may differ in their scope and level of access to materials.
5. All Digital Services and Digital Content are presented on the Store website.
6. Access to the content of the Order will be granted to the Customer immediately after the conclusion of the Agreement (usually once the Customer pays the Service Provider an amount equal to the Price of the selected Digital Content or Digital Service), unless otherwise indicated in the description of the Digital Content or Digital Service.
7. As soon as the ordered Digital Content or Digital Service is accessed, in particular by obtaining a link to download the materials or obtaining access data, the subject matter of the Agreement is considered to have been delivered in full to the Customer.
8. If in the description of the Digital Content or Digital Service the Service Provider specifies a different delivery date for the Digital Content or Digital Service, the Customer is bound by the date indicated by the Service Provider on the Store website (pre-sale).

## Training

1. **The Terms and Conditions of Training can be found at \_\_\_\_\_** (Terms and Conditions of LOTAMS Training), and these Terms and Conditions apply accordingly to the Training only if the description of the Training or the Terms and Conditions of LOTAMS Training do not include any provisions related to a given issue.
2. In justified cases, due to fortuitous events beyond the control of LOTAMS, LOTAMS reserves the right to change the date of the Training, provided that a new date of the Training is determined jointly by LOTAMS and the Customer.
3. In justified cases, due to force majeure events, in particular in the form of a natural disaster, national mourning, state of epidemic threat, LOTAMS reserves the right to change the date of the Training, provided that a new date of the Training is determined jointly by LOTAMS and the Customer.
4. In the case of Training, the Customer that has purchased a given Training is entitled to change, but only one time, the date of the Training to another date available in the Store offer, provided that such change is notified to LOTAMS by e-mail at [training@lotams.com](mailto:training@lotams.com) no later than 14 days prior to the original date of the Training, and provided that LOTAMS has available free space that enables the Customer's participation in the Training on the new date. Change of the date of the Training to another date at the request of the Customer being an Entrepreneur is subject to administrative costs in the amount of: 30% of the Price.



5. Failure of the Customer to attend the Training covered by the Agreement and provided by LOTAMS (for individual Training – in the case of LOTAMS' readiness to provide the Training in accordance with the Agreement) will result in expiry of all Customer's claims for the performance of the Agreement as devoid of purpose.

6. In the case of a purchased Training, the Customer that purchased the Training is entitled to designate another participant to take part in a given Training instead of the Customer, provided that such change is notified to LOTAMS to the e-mail address [training@lotams.com](mailto:training@lotams.com) no later than 14 days before the date of the Training. In the situation referred to above, the Customer that purchased the Training in question loses the right to participate in the Training at a different, later date in accordance with these Terms and Conditions.

7. If the Training is purchased on behalf of a third party, the Customer is obliged to inform the third party of the provisions of the Agreement, Terms and Conditions and details of the purchased Training.

8. In the case of failure to participate in the purchased Training, which took place on the date purchased by the Customer being an Entrepreneur, the Customer loses the opportunity to participate in this Training, even if LOTAMS organizes a new Training. In such a case, LOTAMS will not be obliged to refund any amounts to registered participants. Failure to participate in the purchased event referred to above will be understood as the failure by the Customer or a third party for whom the Customer purchased the Training to appear at the starting time of the Training at the Training location. In this case, LOTAMS is not obliged to refund any amount to the Customer.

## Copyright

1. The Customer is obliged to comply with the terms and conditions of this license with respect to the content available in the Store and individual Training courses, items of Digital Content and Digital Services. The Service Provider may specify the license terms separately by including an appropriate provision in the description of the Training, Digital Content or Digital Service.

2. The Customer has the right to use the Training, Digital Content or Digital Service for their personal use only, unless otherwise indicated in the Product description.

3. The Customer must not share the content of Training, Digital Content or access data to their Customer Account with any other parties.

4. Training, Digital Content and Digital Services available in the Store may not be subject to any disposal by the Customer (in particular resale, distribution or commercial sale).

5. The license granted to the Customer does not include the right to:

- a. make permanent or temporary reproduction of the content available in the Store, including Products, in whole or in part, for any purpose other than making copies for personal use,
- b. make any other changes in the content, in whole or in any part, including Products, available on the Store website,
- c. distribute against consideration the content, including Products, available on the Store website by any means and in any form,
- d. distribute without consideration the content, including Products, available on the Store website by any means and in any form.

6. Unless otherwise indicated in the description of Digital Content or Digital Service, the license is granted for the term of the Agreement/ 365 days.

## Rights in case of non-compliance with the Agreement

1. The Service Provider will be liable to the Customer, if Digital Content or Digital Service is not in compliance with the agreement. Details of non-compliance of Digital Service or Digital Content with the agreement are governed by the Civil Code with respect to Entrepreneurs and the Act on Consumer Rights of 30 May 2014 with respect to Consumers and Entrepreneur with Consumer Rights. For the avoidance of doubt, the rights in case of non-compliance of Digital Content or Digital Service with the agreement apply to customers of the Store being Consumers and Entrepreneurs with Consumer Rights.

2. In the event of non-compliance of Digital Content or Digital Service with the Agreement, the Customer should contact the Service Provider (at the e-mail address provided at the beginning of these Terms and Conditions or by letter), specifying their claim related to the non-compliance of the Digital Content or Digital Service with the Agreement.

3. If Digital Content or Digital Service is not in compliance with the Agreement, the Consumer may demand it to be brought into compliance with the Agreement.

4. The Service Provider may refuse to bring Digital Content or Digital Service into compliance with the Agreement if doing so in the manner determined by the Consumer is impossible or would require the Service Provider to incur excessive costs.

5. In assessing whether such costs are excessive, all the circumstances of the situation are taken into account, in particular the significance of the non-compliance of Digital Content or Digital Service with the Agreement and the value of Digital Content or Digital Service that is in compliance with the Agreement.

6. The Service Provider will bring Digital Content or Digital Service into compliance with the Agreement within a reasonable period of time from the moment when the Service Provider is notified by the Consumer of the relevant non-compliance, without undue inconvenience to the Consumer, taking into account their nature and the purpose for which they are used. The cost of bringing Digital Content or Digital Service into compliance with the Agreement will be borne by the Service Provider.

7. If Digital Content or Digital Service is not in compliance with the Agreement, the Consumer may submit a statement demanding price reduction or to the effect of withdrawal from the Agreement when:

- a. bringing it into compliance with the Agreement is impossible or requires excessive costs, as referred to in item 4 and 5;
- b. the Service Provider has failed to bring Digital Content or Digital Service into compliance with the Agreement, as referred to in item 6;
- c. non-compliance with the Agreement continues even though the Service Provider has attempted to bring the Digital Content or Digital Service into compliance with the Agreement;
- d. it is clear from the Service Provider's statement or the circumstances that it will not bring the Digital Content or Digital Service into compliance with the Agreement within a reasonable time or without undue inconvenience to the Consumer.

8. The Service Provider will consider the complaint within a reasonable period of up to 14 days.

9. If the Customer being a Consumer, in exercise of their rights under non-compliance of the Product with the Agreement, has made a suitable request to the Service Provider and the Service Provider has not responded to the request within 14 calendar days, the Service Provider will be deemed to have granted the request.

10. In order to expedite the processing of the complaint in the complaint reporting form, it is recommended that the Customer provide in the description of the complaint information and circumstances relating to the subject matter of the complaint, in particular the nature and date of occurrence of non-compliance with the Agreement, as well as contact information of the person submitting the complaint. The recommendations specified in the preceding sentence are only a suggestion and do not affect the effectiveness of complaints submitted without the recommended description of the complaint.

11. If the Customer is an Entrepreneur, the Service Provider's liability under warranty is excluded under Art. 558.1 of the Civil Code.

12. Further information on rights of buyers can be found on the website of the Office of Competition and Consumer Protection – <https://prawakonsumenta.uokik.gov.pl>.

13. The Service Provider is liable for non-compliance with the Agreement of Digital Content or Digital Service delivered on a one-off basis or in parts, which existed at the time of delivery and becomes apparent within two years from that time. Non-compliance with the Agreement that becomes apparent before the lapse of one year after the delivery of Digital Content or Digital Service will be presumed to have existed at the time of delivery.

14. The Service Provider cannot argue that the time for determining the non-compliance of Digital Content or Digital Service with the Agreement, as indicated in item 13, has lapsed, if it fraudulently concealed such non-compliance.

15. The Service Provider is liable for the non-compliance with the Agreement of Digital Content or Digital Service delivered on a continuous basis, which occurred or became apparent at the time when they were to be delivered in accordance with the Agreement. Non-compliance with the Agreement is presumed to have occurred at that time, if it became apparent at that time.

16. The presumptions indicated in items 13 and 15 do not apply, if:

- a. the Consumer's digital environment does not meet the technical requirements of which the Service Provider informed the Consumer in a clear and understandable manner before the conclusion of the Agreement;
- b. the Consumer, having been informed in a clear and understandable manner prior to the conclusion of the Agreement of the obligation to cooperate with the Service Provider, to a reasonable extent and with the use of the least

burdensome technical means, in order to determine whether the non-compliance of Digital Content or Digital Service with the Agreement is due to the features of the Consumer's digital environment, fails to perform this obligation in a timely manner.

17. The rights in case of non-compliance of Digital Content or Digital Service with the Agreement apply to Customers of the Store being Consumers or Entrepreneurs with Consumer Rights.

18. An Entrepreneur with Consumer Rights accepts these Terms and Conditions and will exercise their rights. An Entrepreneur with Consumer Rights should complete the relevant form for reporting non-compliance of a Product with the agreement, in particular they should provide the data evidencing their status in accordance with Art. 7aa of the Act on Consumer Rights, or otherwise provide this information to the Service Provider.

19. An Entrepreneur with Consumer Rights makes a representation in the form sent to the Service Provider to the effect that the concluded Agreement is directly related to their business activity, but it is not of professional significance to the Entrepreneur resulting from the nature of their business.

## Withdrawal from the agreement

1. If during the purchase the Consumer or Entrepreneur with Consumer Rights agrees to the performance of the Agreement and provision of Digital Content or Digital Service as online Training, or the Training is provided before the lapse of the time limit for withdrawal from the Agreement, and the Agreement is performed by the Service Provider, the Customer loses the right to withdraw from the Agreement concluded with the Service Provider.
2. If the Agreement relates to the provision of Electronic Services and the Service Provider has performed the Electronic Service in full with the express consent of the Consumer or Entrepreneur with Consumer Rights, who was informed before the commencement of the provision of Electronic Services that after the Electronic Services are provided they lose the right to withdraw from the Agreement, they are not entitled to exercise the right of withdrawal.
3. If the circumstances indicated above (items 1 and 2) do not occur, the Consumer or Entrepreneur with Consumer Rights has the right to withdraw from the Agreement without giving any reason within 14 days after the date of conclusion of the Agreement.
4. The Customer does not have the right to withdraw from the Agreement without giving any reason when the conditions specified in item 1 or 2 are met. The role of the Store largely consists in providing Digital Content or Digital Services to the Customer. Accordingly, **commencement of use of Digital Content or Digital Service before the lapse of 14 days after the date of purchase results in the loss of the right to withdraw from the Agreement.**
5. A Consumer or Entrepreneur with Consumer Rights has the right to withdraw from the Agreement concluded remotely on the terms indicated below, without giving any reason, within 14 days after the date of purchase of Training, if they did not agree to the provision of the Training service before the lapse of the time limit for withdrawal and the service has not been performed.
6. A Consumer or Entrepreneur with Consumer Rights has the right to terminate the Agreement on the provision of onsite Training after 14 days from the date of conclusion of the Agreement (i.e. after the lapse of the time limit for withdrawal from the Agreement), but not later than 14 days before the scheduled date of the Training. Such withdrawal at the request of the Customer is subject to administrative costs in the amount of: 30% of the Price, resulting from the costs incurred by the Service Provider.
7. Withdrawal from the Agreement and termination of the Agreement is effected by informing the Service Provider of a relevant decision in the form of a notice. Such a notice may be sent by post or e-mail. The Customer may use the model complaint form, attached below these Terms and Conditions, but its use is not mandatory.
8. To meet the withdrawal deadline, it is sufficient for the Consumer or the Entrepreneur with Consumer Rights to send their communication concerning their exercise of the right of withdrawal before the indicated withdrawal period has expired.
9. In the event of withdrawal from the agreement, the Service Provider will refund all received payments to the Consumer or Entrepreneur with Consumer Rights.
10. The refund of payments will be made using the same payment method that was used by the Consumer or Entrepreneur with Consumer Rights in the

## Provisions applicable to Entrepreneurs

## Out-of-court dispute resolution, complaint handling and redress procedure for consumers

## Effectiveness and amendments

original transaction, unless the Consumer or Entrepreneur with Consumer Rights expressly indicated otherwise.

11. The Consumer or Entrepreneur with Consumer Rights will not incur any fees in connection with the form of refund.

1. In relation to a Customer that is not a Consumer or an Entrepreneur with Consumer Rights, the Service Provider has the right to withdraw from the Agreement within 14 calendar days after the date of its conclusion. Withdrawal from the Agreement in this case may take place without giving any reason and does not give rise to any claims on the part of the Customer against the Service Provider.

2. LOTAMS has the right to limit the available payment methods, including the right to require a prepayment, in whole or in part, with respect to a Customer that is not a Consumer or an Entrepreneur with Consumer Rights.

3. LOTAMS may terminate the agreement on the provision of Electronic Services with immediate effect and without giving any reasons by sending a relevant notice to a Customer that is not a Consumer or Entrepreneur with Consumer Rights.

4. The liability of LOTAMS towards a Customer that is not a Consumer or an Entrepreneur with Consumer Rights is limited – both with respect to a single claim and with respect to all and any claims in aggregate – to the amount of the Price paid, and the Service Provider will not be liable for lost profits.

5. Any disputes that may arise between the Service Provider and a Customer that is not a Consumer are referred to a court with jurisdiction over the registered office of the Service Provider.

6. The Service Provider agrees to submission of any disputes arising in connection with the concluded Agreements to arbitration, mediation. Details will be determined by the parties to the conflict.

7. Any disputes related to the services provided by the Service Provider will be settled by common courts, and the governing law is Polish law.

8. A Customer that is a Consumer may use out-of-court procedure for complaints and claims. The rules of access to these procedures are available at the offices and on the websites of county (city) consumer ombudsmen, social organizations whose statutory activities include consumer protection, as well as provincial branches of trade inspection, and at the following websites of the Office of Competition and Consumer Protection:

[http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php);

[http://www.uokik.gov.pl/sprawy\\_indywidualne.php](http://www.uokik.gov.pl/sprawy_indywidualne.php);

[http://www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php).

9. It is also possible to use the platform of online dispute resolution between consumers and entrepreneurs at the EU level (ODR platform), which is available at: <http://ec.europa.eu/consumers/odr>.

10. The provisions of the Terms and Conditions do not preclude the ability of Customers to invoke the mandatory provisions of the law governing the protection of consumer rights.

1. The Service Provider may amend these Terms and Conditions for important reasons, in particular: if the conditions for the conclusion of the Agreement change, when the applicable regulations change, when new Training, Digital Content or Digital Services are introduced, as well as when IT solutions change.

2. Customers with an Account on the Store website will be notified of any change to these Terms and Conditions by e-mail to the e-mail address assigned to the Customer Account.

3. With respect to Customers not being Consumers, the Service Provider may amend the Terms and Conditions at any time in accordance with generally applicable laws.

4. These Terms and Conditions in effect on the date of conclusion of the agreement apply to agreements concluded before the amendment hereof. Any amendment to these Terms and Conditions is effective within 14 days after the date of its publication.

5. These Terms and Conditions are governed by the Polish law.

6. Any actions related to these Terms and Conditions carried out by Customers not being Consumers should be carried out in documentary form. Any disputes between the Service Provider and Customers not being consumers will be

resolved by the court having jurisdiction over the registered office or place of residence of the Service Provider.

7. The Service Provider may terminate the Service Agreement with the Customer with 30 days' notice for valid reasons, understood as a change in the laws governing the provision of services by electronic means by the Service Provider affecting the mutual rights and obligations set out in the agreement concluded between the Customer and the Service Provider, or a change in the manner of providing services solely due to technical reasons.
8. The Service Provider may terminate the Service Agreement with the Customer with 14 days' notice or deny the Customer further right to use the Store for valid reasons, in particular in the case of gross breach of these Terms and Conditions by the Customer, i.e. in situations where the Customer violates the General Terms and Conditions of the Store.

## Protection of personal data

1. Customer's personal data is processed by the Service Provider acting as the personal data controller.
2. Although the provision of personal data by the Customer is voluntary, it is necessary to create an Account, use certain Electronic Services and conclude an Agreement.
3. Additional information on data processing is available in the [Privacy Policy](#) on the Store website.

## Final provisions

1. These Terms and Conditions and appendices hereto constitute a model agreement within the meaning of Art. 384.1 of the Civil Code.
2. Material provisions of the concluded Service Agreement are recorded, secured and made available by sending an e-mail to the address provided by the Customer.
3. Material provisions of the concluded Agreement are recorded, secured, made available and confirmed to the Customer is done by sending the Customer an e-mail with a confirmation of the Order placed and providing an active link to these Terms and Conditions in the body of the e-mail.
4. Proof of purchase made by a Customer of the Store will be provided by e-mail.
5. These Terms and Conditions are accessible to Customers free of charge on the Store website.
6. Any matters not provided for in these Terms and Conditions will be governed by the generally applicable provisions of the Polish law, in particular: the Civil Code and other relevant provisions of the generally applicable law.
7. Any disputes that may arise between the Service Provider and a Customer that is not a Consumer are referred to a court with jurisdiction over the registered office of the Service Provider.
8. By posting any content on the Account or elsewhere on the Store website, the Customer grants the Service Provider a non-exclusive, royalty-free license to use, save in a computer memory, change, delete, supplement, perform publicly, display publicly, reproduce and distribute, in particular in the internet, such content, without territorial restriction.

## Links

[Downloadable Terms and Conditions \(PDF\)](#)

## Model withdrawal form

### MODEL WITHDRAWAL FORM

*The right to withdraw from the agreement is available to Consumers and Entrepreneurs with Consumer Rights. The provided form is a model document. If you do not use this model, it does not affect your right to withdraw from the agreement.*

Service Provider: **LOT Aircraft Maintenance Services Sp. z o.o.** of Warsaw, with registered address at ul. Komitetu Obrony Robotników 45C, 02-146 Warsaw, Poland, entered in the Register of Entrepreneurs of the National Court Register under number KRS 0000352848, kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, with the share capital of PLN

175,470,063.60, holding Tax Identification Number (NIP): 522-294-67-95 and Industry Identification Number (REGON): 142321116.

I represent that I withdraw from the Agreement for the following Training, Digital Content or Digital Services

Name of Training, Digital Content or Digital Service: \_\_\_\_\_

Gross price: \_\_\_\_\_

**IDENTIFYING INFORMATION:**

First name and surname: \_\_\_\_\_

Date of the Agreement: \_\_\_\_\_

The payment refund is made using the same payment method that you selected when you purchased the Digital Content or Digital Service on our Store website. If the payment was made otherwise than by wire transfer and you wish to receive the refund to your bank account, please indicate the bank account number to which the refund is to be made:

\_\_\_\_\_

\_\_\_\_\_  
*signature and date*

*Information on the processing of personal data in the context of the withdrawal from the agreement:*

Please note that the personal data provided in this form will be processed for the purpose of supporting the withdrawal process. The controller of the data provided in the form is **LOT Aircraft Maintenance Services Sp. z o.o.** of Warsaw, with registered address at ul. Komitetu Obrony Robotników 45C, 02-146 Warsaw, Poland, entered in the Register of Entrepreneurs of the National Court Register under number KRS 0000352848, kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, with the share capital of PLN 175,470,063.60, holding Tax Identification Number (NIP): 522-294-67-95 and Industry Identification Number (REGON): 142321116.

In connection with the process of withdrawal from the agreement, data may be processed by external entities involved in supporting the process, such as an accounting office. The form will be stored for the period necessary to complete the process of withdrawal from the agreement and to rise any claims that may result from the processing the withdrawal. In connection with the processing of personal data provided in the form you have the following rights: the right to demand access to data, its rectification, erasure or restriction of its processing, as well as the right to lodge a complaint with the President of the Personal Data Protection Office. Although provision of personal data is voluntary, it is necessary to support the process of withdrawal from the agreement.