

# TM ACADEMY RULES AND REGULATIONS

Due to the need to regulate all organisational and legal issues related to the conduct and organisation of TM AKADEMIA training courses, these Regulations are hereby introduced (effective from 10 January 2025).

## § 1. Definitions

1. Terms and Conditions – these training terms and conditions.
2. Organiser – the organiser of open training courses, including examinations (hereinafter referred to as “training courses”, “workshops” or “open training courses”) aimed at improving the qualifications of specialists in the emergency and evacuation lighting industry, is TM Technologie Sp. z o.o., with its registered office in Warsaw at Morawica 355, 32-084 Morawica, entered in the Register of Entrepreneurs kept by the District Court for Kraków in Śródmieście Kraków, Commercial Division of the National Court Register under KRS number 0000144891, NIP 6772203278, REGON 356588026, with share capital of PLN 50,000.00.
3. Participation in TMAkademiatrainingcourses is available exclusively to entrepreneurs, i.e. entities using these online training courses in a scope directly related to their business or professional activity, and to employees or associates of these entrepreneurs, who in such a situation also do not act as consumers within the meaning of Article 221 of the Civil Code.
4. Participant - a natural person interested in participating in TM Akademia training or participating in TM Akademia training.
5. Administrator - the administrator of the personal data of training participants is the Organiser. The privacy policy is available on the Organiser's website and under the training registration form.
6. GDPR - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on

## § 2. General provisions

1. The organiser declares that it conducts training courses as part of the TM AKADEMIA series aimed at improving the qualifications of specialists in the emergency and evacuation lighting industry.
2. The Organiser conducts TM AKADEMIA training courses in the scope and on the dates specified, remotely or in person, at the locations detailed on the Organiser's website (<https://tmtechnologie.pl/tm-akademia>) in the 'TM AKADEMIA' tab.

1. The organiser declares that it has the knowledge and experience necessary to conduct training in the areas described in sections 1 and 2 above.
2. Participation in the training is open to anyone interested in acquiring or expanding their professional knowledge of emergency and evacuation lighting.

### **§ 3. Terms and conditions of participation**

1. The condition for participation in the training courses is the Participant's registration by completing the online registration form or the written form available on the Organiser's website <https://tmtechnologie.pl/tm-akademia>, as well as acceptance of the provisions of these Terms and Conditions and the Privacy Policy.
2. The TM AKADEMIA training courses are free of charge.

### **§ 4. Training**

The training includes:

1. participation in the training
2. training materials – in electronic or paper form, depending on the type and subject matter of the training,
3. certificate of participation in the training, workshop or course – depending on the choice of training materials referred to above, in electronic form.

### **§ 5. Cancellation and change of training location by the Organiser**

1. The Organiser reserves the right to cancel the training course up to 2 working days before the planned start date, in particular in the event of an insufficient number of Participants or unforeseen circumstances or other events beyond the Organiser's control.
2. The Organiser may agree on a different training date with the Participant.
3. If the course is conducted in a classroom setting, the Organiser reserves the right to change the training venue within the town where the training takes place, no later than 2 working days before the planned start date of the training.
4. In the case referred to in section 3 above, information about the change of the training venue or its cancellation will be sent to the e-mail address provided in the form or will be communicated by the Organiser to the Participant by telephone.

## § 6. Licence

1. The Organiser grants the Participant a free, non-exclusive licence to use all documents/materials provided to the Participant during the training course, to which the Organiser holds the copyright, to the extent necessary for the Organiser to fulfil its obligations under the law concerning the protection of personal data, in the fields of use specified below. The licence referred to in the preceding sentence is granted without territorial or time restrictions from the date on which the document or material having the characteristics of a work within the meaning of the Act of 4 February 1994 on copyright and related rights (i.e. Journal of Laws of 2022, item 2509) was first provided, regardless of the form in which it is recorded.
2. The licence referred to above covers the following fields of exploitation:
  - » in the field of recording and reproduction of the work – the production of copies of the work by any technique, including, inter alia, print and digital,
  - » in the field of distribution of the work – displaying, reproducing and making the work available in such a way that everyone can have access to it at a place and time of their choosing (including entering it into the memory of the applicant's computers and its internal computer networks),
  - » making adaptations and other arrangements of the work, as well as using and disposing of such adaptations and arrangements in the fields of exploitation specified above.

## § 7. Final provisions

1. Training participants are not entitled to record images or sound during the training, unless the Organiser gives prior written consent to the recording of images or sound.
2. The Organiser is entitled to contact the Participant to confirm receipt of the training materials in electronic form, within 6 months of the training.
3. Training participants may not be under the influence of alcohol or other intoxicating substances, under penalty of exclusion from training on a given training day.
4. The contracting party – the participant or the entity registering the training participant – declares that they have read these Regulations and accept their provisions.