



General terms and conditions for placing orders and fulfilling orders for learning materials and courses offered by BPP and BPP privacy policy

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1. Definitions

"Terms and Conditions" - means these general terms and conditions for the placing of orders and the fulfilment of orders that are the subject of BPP's offer and BPP's privacy policy.

"BPP" - means the company BPP Professional Education Sp. z o.o. registered at the following address ul. Tytusa Chałubińskiego 8 00-613 Warsaw, NIP: 525 21 38 841.

"Course" - means a classroom-based or online course in preparation for, inter alia, the ACCA, CGMA, CFA and other professional qualifications examinations and other courses that are part of the Offer.

"Course Type" - means the type of Course offered by BPP: classroom-based, Online Classroom Live (OCR Live), Online Classroom (OCR), and others described on the BPP Website or in the Offer.

"E-Learning Course" - means the course delivered in Online Classroom Live or Online Classroom format which is a part of the Offer.

"Other Online Course" - means a Course delivered over the Internet which does not fall within the category described in the definition of E-Learning Course, which is the subject of the Offer.

"Other BPP Services" - means services other than Course that are included in the BPP Offer.

"Learning Materials" - means the books, hard copies and other materials that are the subject of the BPP Offer and the materials made available through the BPP VLE as part of the Course.

"Student" - means a Course participant, a person for whose benefit a Course service is provided and/or who uses Other BPP Services and/or orders Learning Materials.

"Payer" - means the entity funding the Course and/or Other BPP Services and/or Learning Materials appearing as the purchaser on an invoice issued by BPP.

"BPP Website" - means the BPP website located at www.bpp.pl.

"Offer" - means the detailed offer of dates and prices for Courses, Other BPP Services and Learning Materials in the PDF version available on the BPP Website.

"Other Online Services" - means services other than Course offered through the e-learning platform e-learning platform, paid and free of charge, including: CPD on demand, and others presented on the BPP Website that are part of the Offer.

"BPP VLE" - BPP's e-learning platform through which E-Learning Courses are delivered, available at bpp.com/account, my.bpp.com, lms.bpp.com or vle.bpp.com.

"VLE Administrator" - means the administrator of the E-learning Courses sold by BPP: BPP Professional Education Limited registered in the UK at BPP House, Aldine Place, 142-144 Uxbridge Road, London, W12 8AA, company number: 04546335, tax identification number: GB 466 4516 29.

"BPP Learning Media" - means the publisher of the Learning Materials: BPP Learning Media Limited registered in the United Kingdom at BPP House, Aldine Place, 142-144 Uxbridge Road, London, W12 8 AA, company number: 0595432, tax identification number: GB 115 1024 75.

"Cookie" - small text information (file), sent by the BPP Website and stored on the Student's side (usually on a hard drive) to be read by the BPP Website when the Student reconnects.

"Order Form" - means the form through which a Student registers for Courses, and/or orders Learning Materials and/or Other BPP Services and/or Other Online Services.

"IP address" - means the fixed or individual number of the computer connected to the Internet, which is assigned during each connection.

"Internet" - means an ICT system, i.e. a set of cooperating IT devices and software, ensuring processing and storage as well as sending and receiving data via telecommunication networks by means of a terminal device appropriate for a given type of network, within the meaning of the Act of 21 July 2004. - Telecommunications Law.

"Provision of a Service by Electronic Means" - means the performance of a service provided without the simultaneous presence of the parties (at a distance), through the transmission of data at the individual request of the recipient of the service, transmitted and received by means of equipment for electronic processing, including digital compression, and data storage, which is entirely transmitted, received or broadcast via a telecommunications network within the meaning of the Act of 16 July 2004. - Telecommunications Law.

"Means of Electronic Communication" - means technical solutions, including ICT devices and associated software tools, that enable individual communication at a distance using data transmission between ICT systems, in particular electronic mail.

"RODO" - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016. on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation on data protection).

2. Terms and Conditions

2.1 The Terms and Conditions set out, inter alia:

- 2.1.1 the scope and manner in which BPP collects and processes personal data;
- 2.1.2 how to place and fulfil orders for Courses, Other BPP Services and Learning Materials;
- 2.1.3 procedures for the delivery of Courses (including E-learning Courses);
- 2.1.4 terms and conditions for the conclusion and termination of distance contracts, i.e. order forms;
- 2.1.5 procedure for submitting and processing complaints;
- 2.1.6 the technical requirements and risks of using the BPP Website and the Internet that BPP uses to deliver some Courses.

2.2 The Terms and Conditions shall apply to the extent not covered by other BPP rules and regulations. In the event of any conflict between the provisions of the Terms and Conditions and the provisions of these documents, the latter shall take precedence.

2.3 The Terms and Conditions shall be made available free of charge to the Student prior to the conclusion of the contract for the provision of the service by posting them on the Site.

2.4 It is the Student's responsibility to keep the Terms and Conditions in force at the time of ordering. By submitting the Order Form to BPP, the Student confirms that he/she has read and accepts the provisions of these Terms and Conditions.

3. Personal data

- 3.1. BPP, as the controller of personal data, processes personal data in connection with the provision of services covered by these Terms and Conditions of:
 - 3.1.1. Students and
 - 3.1.2. Payers, if they are individuals or sole trader.
- 3.2. To this end, the BPP shall apply appropriate technical and organisational measures to protect personal data from being made available to unauthorised persons, from being taken by an unauthorised person, from being processed in breach of the law, from being lost, damaged or destroyed.
- 3.3. Provision of personal data is voluntary, but without providing such data it is not possible to conclude and perform a contract for services covered by these Terms and Conditions.
- 3.4. Personal data is processed for the following purposes:
 - 3.4.1. In order to conclude and perform the contract for the services covered by these Terms and Conditions, in accordance with Art. 6 para. 1 lit. b RODO for the duration of the cooperation.
 - 3.4.2. For the purpose of enabling ongoing contact between BPP and Students and Payers in connection with the conclusion or execution of the contract, including, inter alia, for the purpose of dealing with requests, complaints and claims, in accordance with Article 6(1)(f) of the DPA for the duration of the cooperation and possibly after its termination, until the current issues are clarified.
 - 3.4.3. In order to obtain data from an external body such as ACCA, CIMA, CFA on the performance of Students undertaking Course.
 - 3.4.4. In order for BPP to fulfil its obligations under applicable legislation, in particular accounting and taxation, in accordance with Article 6(1)(c) of the RODO, for the period resulting from the aforementioned legislation, i.e. 5 years from the end of the year, in which the cooperation has ended.
 - 3.4.5. For the purpose of asserting or defending against possible claims, in accordance with Article 6(1)(f) RODO, normally for a period of 3 years after the end of the cooperation, but this period may be extended on a case-by-case basis until the expiry of the limitation periods for claims under generally applicable law.
- 3.5. Personal data may be made available to the relevant state authorities, upon their request, as well as to entities representing BPP in the enforcement of claims to which they are entitled in connection with the contractual relationship. In addition, personal data will be disclosed to entities providing services to BPP, in particular external IT support, hosting providers, legal, accounting and tax advisers, on the basis of contracts binding them with BPP of cooperation and exclusively for the purpose of performing the contract for BPP.
- 3.6. Data subjects have the right to access the content of their personal data provided in connection with their participation in the Course, the right to make , as well as update the content of such data, the right to have their personal data restricted or moved. Data subjects also have the right to object to the processing of their personal data and the right to request the erasure of their personal data when it becomes unnecessary for the purpose for which it was collected.
- 3.7. Data subjects also have the right to submit a complaint with the supervisory authority, which in Poland is the President of the Office for Personal Data Protection, ul. Stawki 2 in Warsaw, if they believe that their personal data is being processed in violation of the law.
- 3.8. Detailed information regarding the processing of personal data by BPP, in particular, the scope of your rights under the RODO, the possible ways of exercising them

against BPP, and your contact details regarding the RODO, can be found in the privacy policy available at https://bpp.pl/files/terms/privacy_policy.pdf.

4. General information

- 4.1. BPP is the sales agent for selected Courses, Other Online Courses, Other Online Services and Learning Materials.
 - 4.1.1. For the sale of E-Learning Courses, Other Online Courses and Other Online Services, BPP acts as agent for the VLE Administrator.
 - 4.1.2. In the case of the sale of Learning Materials, BPP acts as agent for BPP Learning Media.

5. Procedure for ordering a Course

- 5.1. An order for Course should be placed at least 14 days before the Course start date published in the Offer. BPP may accept an order placed after this date but before the start date, subject to the availability of places on the selected Course, or offer the Student a Course starting on a different date.
- 5.2. Application for a Course is made by completing the relevant Order Form available on the BPP Website and returning it by email to the email address provided in the Order Form.
- 5.3. Placing an order constitutes acceptance of the offer to sell the goods and/or services of BPP within the meaning of Article 66 § 1 of the Act of 23 April 1964 Civil Code (Journal of Laws of 1964, No. 16, item 93 as amended) and shall result in the conclusion of a contract under the rules specified in these Terms and Conditions.
- 5.4. Upon receipt of an order, BPP will issue a pro forma invoice confirming acceptance of the order and conclusion of the contract for the delivery of the Course. Pro forma invoice will be sent by email to the Student in order to accept the services included therein together with the price conditions and discounts. The date of concluding the contract is the date of placing the order by the Student.
- 5.5. By paying the pro forma invoice, you accept the services listed therein, together with the price conditions and discounts.
- 5.6. The prices shown in the Offer and/or on the Website of BPP are given in PLN and/or GBP in net value, to which VAT will be added in accordance with applicable regulations.
- 5.7. BPP reserves the right to withdraw at any time the Course and/or Learning Materials contained in the Offer and/or on the BPP Website. The right of BPP specified in the preceding sentence shall not apply to Course and/or Learning Materials that have already been ordered in accordance with paragraphs 5.2.-5.3.

6. Procedure for ordering Learning Materials

- 6.1. A list of the Learning Materials available for sale is available on the BPP Website and/or the BPP Offer.
- 6.2. An order for Learning Materials is made by completing the relevant Order Form available on the BPP Website and returning it by email to the email address provided in the Order Form.
- 6.3. Placing an order constitutes acceptance of the offer to sell the goods and/or services of BPP within the meaning of Article 66 § 1 of the Act of 23 April 1964 Civil Code (Journal of Laws of

1964, No. 16, item 93 as amended) and shall result in the conclusion of a contract under the rules specified in these Terms and Conditions.

- 6.4. Upon receipt of the order, BPP will issue a pro forma invoice confirming acceptance of the order and conclusion of the contract. Pro forma invoice will be sent by email to the Student for acceptance of the goods included therein together with the price conditions and discounts. The date of the contract is the date the Student places the order.
- 6.5. By paying the pro forma invoice, you accept the goods listed therein, together with the price conditions and discounts.
- 6.6. The prices shown in the Offer and/or on the Website of BPP are given in PLN and/or GBP in net value, to which VAT will be added in accordance with applicable regulations.
- 6.7. BPP reserves the right to withdraw at any time the Learning Materials contained in the Offer and/or on the BPP Website. The right of BPP specified in the preceding sentence shall not apply to Learning Materials that have already been ordered in accordance with in accordance with 6.2.-6.3.

7. Payment terms

- 7.1. Participation in the Course shall be conditional upon BPP's receipt of the full payment for the Course paid on the basis of the emailed pro forma invoice issued in accordance with clause 5.4.
- 7.2. Dispatch of the Learning Materials shall be conditional upon BPP's receipt of full payment for the Learning Materials on the basis of an emailed pro forma invoice issued in accordance with clause 6.4.
- 7.3. Payment for the order must be made to the BPP bank account indicated on the pro forma invoice referred to in clauses 5.4. and 6.4.
- 7.4. Within 7 working days of receiving the payment, BPP will book the payment and issue a VAT invoice. The VAT invoice will be sent electronically, in PDF format, to the email address indicated in the Order Form. By accepting these terms and conditions, the Student agrees to receive VAT invoices electronically.
- 7.5. If the Learning Materials are an integral part of the Course, they will not be provided to the Student until the full payment for the Course has been received by BPP, subject to the right that they may be temporarily unavailable in BPP's warehouse.

8. Description of the training service

- 8.1. Courses take place throughout the calendar year.
- 8.2. Detailed descriptions of the Course, including the available Course Types, together with the elements included in components, prices and current promotions can be found in the Offer and/or on the BPP Website.
- 8.3. With the exception of the elements of the Course as described on the BPP Website and/or in the Offer, no additional Learning Materials and/or services will be provided by BPP.
- 8.4. BPP reserves the right to change the dates of the Course in the Offer. In such a situation, BPP undertakes to immediately inform the Student of the changes by Means of Electronic Communication to the email address provided in the Order Form.
- 8.5. E-learning Courses are made available via the Internet via the BPP VLE - an e-learning platform managed by the VLE Administrator.

- 8.6. The detailed content of BPP VLE resources for each Course Type, professional qualification (ACCA, CGMA, CFA) and selected ACCA, CGMA, CFA exam may vary depending on the VLE Administrator's offering. BPP is not responsible for changes to the availability of specific items on the BPP VLE.
- 8.7. E-learning Courses are made available to the Student for a limited period of time, depending on the Course ordered:
- 8.7.1. ACCA BT, MA, FA, LW - access is generated for a period of 6 months from the start date of the Course (in accordance with the Offer available on the BPP Website);
 - 8.7.2. ACCA PM, FR, AA, FM, TX-UK, SBL, SBR, AFM, APM, AAA, ATX-UK - access is generated at the latest on the start date of the E-learning Course (in accordance with the Offer available on the BPP Website) and expires at the end of the given ACCA examination session (March, June, September, December);
 - 8.7.3. CFA Level 1, 2, 3 - access is generated at the latest on the start date of the E-learning Course (in accordance with the Offer available on the BPP Website) and expires at the end of the given CFA examination session (February, May, August, November);
 - 8.7.4. CGMA for OT exams (BA1, BA2, BA3, BA4, E1, F1, P1, E2, F2, P2, E3, F3, P3) - access is generated for a period of 6 months from the start date of the Course (in accordance with the Offer available on the BPP Website);
 - 8.7.5. CGMA for Case Study exams (Operational Level Case Study, Management Level Case Study, Strategic Level Case Study). - access is generated at the latest on the start date of the E-learning Course (in accordance with the Offer available on the BPP Website) and expires at the end of the given CIMA examination session (February, May, August, November).
 - 8.7.6. Study modules Knowledge Bits - access is generated for a period of 12 months from the date access to the E-Learning Courses is granted.
- 8.8. Other Online Courses are conducted via the Internet in real time on the date and at the times specified on the BPP Website and/or the BPP Offer and do not include access to additional Learning Material on the BPP VLE unless otherwise specified in the description of the Other Online Course on the BPP Website and/or the BPP Offer.

9. Delivery of Learning Materials

- 9.1. Once the order has been received and payment for the order has been booked in accordance with the payment terms in paragraph 7, BPP will begin processing the order.
- 9.2. Orders for Learning Materials are processed based on BPP's current stock.
- 9.3. The Learning Materials, due to their periodic updating, are ordered periodically by BPP from BPP Learning Media, depending on how often they change.
- 9.4. Learning Materials that are not available at the time of the conclusion of the contract shall be made available or sent to the Student upon receipt of their next delivery, in accordance with the order in which orders are placed and/or payments for orders are booked. In any such situation, BPP shall inform the Student of the possible unavailability of the Learning Materials and the approximate time of their availability prior to the final approval of the order by the Student during the order placement procedure. The Student's approval of the order after receipt and acceptance of the information on the unavailability of the Learning Materials implies the Student's acceptance of the delivery of the Learning Materials at the approximate time referred to in the notice of temporary unavailability of the Learning Materials.

- 9.5. Learning Materials available in the form of physical materials (including books in print) are sent to the Student by courier service to the address indicated in the Order Form for an additional fee (according to the price list available at <https://bpp.pl/en/processing-of-book-orders/>
- 9.6. Learning Materials available in eBook format are sent to the Student to the email address indicated in the Order Form in the form of activation codes allowing access to the Learning Materials via the Internet and the mobile application. Access to eBooks is granted for 18 months from the moment the code is activated.
- 9.7. Along with the activation codes for accessing the Learning Materials in eBook format, the Student will receive an email with instructions on how to activate them. The inability to activate the eBook or the lack of suitable software to use the eBook shall not constitute grounds for a complaint about the Learning Materials.
- 9.8. The execution of the contract referred to in clause 9.1. shall be understood as follows:
 - 9.8.1. For orders of Learning Materials in the format of physical materials - the moment the Learning Materials are delivered by the courier;
 - 9.8.2. For orders of Learning Materials in the format of eBooks - the moment when activation codes allowing access to the Learning Materials are sent by email to the Student at the email address indicated in the Order Form;

10. Delivery of the Course service

- 10.1. Once the order has been received and payment for the order has been booked in accordance with the payment terms in paragraph 7, BPP will begin processing the order.
- 10.2. Learning Materials that are an integral part of the Course:
 - 10.2.1. Where the Learning Materials are an integral part of the Course, they will be delivered to the Student by courier service to the address indicated by the Student in the Order Form. It is possible to additionally order delivery of the Learning Materials where such delivery is not included in the price of the Course.
 - 10.2.2. Learning Materials are ordered periodically by BPP from BPP Learning Media. The student acknowledges and accepts that there may be temporary shortages of selected Learning Materials in BPP's warehouse.
 - 10.2.3. Orders for Learning Materials are processed based on BPP's current inventory. Learning Materials that are not available at the time the order is being processed shall be made available or sent to the Student upon receipt of their next delivery, in accordance with the ordering sequence. In any such situation, BPP shall inform the Student of the possible unavailability of the Learning Materials and the approximate time of their availability prior to the Student's final approval of the order during the ordering procedure. The Student's approval of the order after receiving and acceptance of the information on the unavailability of the Learning Materials implies the Student's acceptance of the delivery of the Learning Materials at the approximate time referred to in the notice of temporary unavailability of the Learning Materials.
- 10.3. Classroom Course:
 - 10.3.1. The availability of places on classroom Course is confirmed to the Student in the confirmation email in accordance with clause 5.4.
 - 10.3.2. If an integral part of the classroom Course is access to the BPP VLE it is generated in accordance with the rules in Section 10.4.
 - 10.3.3. The delivery of the classroom Course is confirmed by sending an invitation to the Course. BPP will send an invitation by email 7 days before the start of the course.

The invitation includes, among others, the following information: the trainer who will run the Course, the place of the Course, the Course hours.

10.4. E-learning Courses:

- 10.4.1. Start of processing the E-learning Course order referred to in clause 10.1., starts with generating individual login details for the BPP VLE and/or granting access to the Learning Materials on BPP VLE and/or live webinars (in the Online Classroom Live Course).
- 10.4.2. Generating the access referred to in clause 10.4.1 may take up to 7 working days. The student acknowledges that this process is an automated process managed by the VLE Administrator and that BPP has no control over the length of the process.
- 10.4.3. Individual BPP VLE login details and Learning Materials on the BPP VLE will be made available no earlier than 7 days prior to the start date of the Course (as per the in accordance with the Offer available on the BPP Website) and on the start date of the Course at the latest.
- 10.4.4. Start of processing the order, which is described in clause 10.4.1 will be confirmed to the Student by email. This confirmation is tantamount to confirmation of the availability of a place in the selected Course group and the reservation of this place for the Student.
- 10.4.5. The first time you log in to your individual BPP VLE account and/or use of any Learning Materials available on the BPP VLE and/or attending a live webinar shall be recognised as the start of the use of the Course, i.e. the provision of the service by BPP.
- 10.4.6. If the Student has used the BPP VLE in the past they should use the login details generated and provided in the past by the BPP and/or VLE Administrator.
- 10.4.7. A Student's individual account on the BPP VLE is created using the electronic address provided to BPP when placing an order on the Order Form. The account can only be used by the Student ordering the Course.

10.5. Other Online Courses:

- 10.5.1. The availability of places on the Other Online Course shall be confirmed to the Student in an email confirming acceptance of the order in accordance with clause 5.4.
- 10.5.2. The delivery of the Other Online Course is confirmed by sending an invitation to the Course. BPP will send an invitation by email 7 days prior to the start of the Course.
- 10.5.3. The invitation includes, but is not limited to, the following information: the Course times, the platform link to the online classes and details of the software used during the Course.
- 10.5.4. The Student is obliged to familiarise themselves with the information referred to in 10.5.3 above and to verify in advance that their hardware and software meet the technical requirements necessary to participate in the Course.

10.6. When registering for the Course, the Student is obliged to stick to the instructions and deadlines set by the BPP.

10.7. If the Student registers for the E-learning Course without maintaining the minimum time necessary to process the order and payment and to generate access to the Course specified in clause 10.4.2 of the Terms and Conditions, the Student acknowledges and accepts that access may already be generated after the start date of the Course. This means that any claims against BPP arising from this fact will be deemed to be unfounded.

- 10.8. The number of places on BPP Courses is limited.
- 10.8.1. If there are no places in the selected Course group, BPP will offer an alternative date for the Course within the same Course Type.
 - 10.8.2. If there are no alternative dates within the same Course Type and/or the alternative dates do not match the Student's needs, BPP will offer the Course within a different Course Type.
 - 10.8.3. If the price of the Course proposed alternatively by BPP is higher than the price of the Course originally ordered by the Student, the Payer will not incur additional costs for this.
 - 10.8.4. If the price of the Course proposed alternatively by BPP is lower than the price of the Course originally ordered by the Student, BPP will refund the difference in the cost of the Course to the Payer.
 - 10.8.5. If the alternative solutions proposed by BPP are not accepted by either the Student or the Payer, BPP will reimburse the Payer in full for the costs incurred.
 - 10.8.6. In the event of rescheduling and/or cancellation of the Course by the BPP, clauses 10.7.1 - 10.7.5 shall apply again.
- 10.9. The delivery of Lifetime Pass Assurance Course is governed by the separate Lifetime Pass Assurance Programme Regulations available on the BPP Website.

11. Procedure for reporting operational problems with BPP VLE functioning

- 11.1. Any problems with accessing the BPP VLE platform should be reported directly to BPP by sending an email with a detailed description of the problem. The message should be sent to students@bpp.pl.
- 11.2. BPP will endeavour to resolve the reported problem as soon as possible. BPP will keep the Student informed of the status of the reported problem.

12. Conditions for cancellation of an order

- 12.1. Withdrawal from the contract within 14 days of its conclusion - applies to orders for Course:
- 12.1.1. Pursuant to Article 27 of the Act of 30 May 2014 on Consumer Rights (Journal of Laws 2014, item 827), a Student who has concluded a distance contract may withdraw from it without giving any reason within fourteen (14) days of its conclusion by submitting a declaration of withdrawal from the contract (he/she may use the template available on the BPP Website for this purpose).
 - 12.1.2. In the event of withdrawal from the contract, the Student shall return to BPP, at his/her own expense, any Learning Materials provided to him/her by BPP under the contract, in an undamaged condition, no later than 14 days after the declaration of withdrawal is submitted. The Learning Materials will be sent by the Student to BPP upon confirmation with BPP of the return date, or the Learning Materials will be collected from the Student by the courier at BPP's expense at a date agreed between BPP and the Student.
 - 12.1.3. BPP reserves the right to withhold reimbursement of the cancelled Course until the Learning Materials have been received in accordance with clause. 12.1.2.
 - 12.1.4. BPP will refund the cancelled Course in full provided, that the Learning Materials are returned to BPP in an undamaged condition, ready for resale.

- 12.1.5. If BPP considers that the Learning Materials have been returned in a deteriorated condition, BPP reserves the right to seek compensation from the Student for the damage suffered due to the deterioration of the Learning Materials.
 - 12.1.6. If the Payer cancels the contract for E-Learning Course together with the eBook version of the Learning Materials, the costs of the cancelled Course will be reimbursed to the Payer in case the Student has not used the Learning Materials sent to him/her and has not logged into the BPP VLE.
 - 12.1.7. If the Student has used the Learning Materials sent to him/her and/or logged on to the BPP VLE in accordance with clause 10.4.5. this will be a situation of provision of service, with the consent of the consumer, not subject to the right of withdrawal.
 - 12.1.8. If the Student has taken part in Other Online Course by logging to a platform that allows access to the Course on the day of the Course, this will be deemed to be the commencement of the provision of the service, with the prior consent of the Student, which is not subject to the right of withdrawal under the applicable legislation.
 - 12.1.9. Refunds for cancelled Course will be made within 14 days of receipt of the declaration of withdrawal and return of the Learning Materials to BPP, to the bank account number indicated by the Payer.
- 12.2. Withdrawal from the contract within 14 days of its conclusion - applies to orders for Learning Materials
- 12.2.1. Pursuant to Article 27 of the Consumer Rights Act of 30 May 2014 (Journal of Laws 2014, item 827), a Student who has entered into a distance contract may withdraw from the contract without stating a reason within fourteen (14) days of its conclusion by submitting a declaration of withdrawal from the contract (he/she may use the template available on the BPP Website for this purpose).
 - 12.2.2. The period of 14 days in the case of a contract for the sale of Learning Materials shall be calculated from the day on which the Student received the ordered Learning Materials.
 - 12.2.3. In the event of withdrawal from the contract, the Student shall return to BPP, at his/her own expense, any Learning Materials provided to him/her by BPP in the performance of the contract, in an undamaged condition, no later than fourteen (14) days after the declaration of withdrawal is submitted. The Learning Materials will be sent by the Student to BPP upon confirmation with BPP of the return date, or the Learning Materials will be collected from the Student by the courier at BPP's expense at a date agreed between BPP and the Student.
 - 12.2.4. BPP reserves the right to withhold reimbursement of the cost of the Learning Materials until the Learning Materials have been received in accordance with clause 12.2.2.
 - 12.2.5. BPP will reimburse the cost of the ordered Learning Materials together with the cost of delivery of the Learning Materials to the Student, if any, provided that the Learning Materials are returned to BPP in an undamaged condition, ready for resale.
 - 12.2.6. In the event that the Learning Materials are returned in a deteriorated condition, BPP shall be entitled to claim from the Student compensation for the damage suffered due to the deterioration of the Learning Materials.
 - 12.2.7. If the Student withdraws from the contract for Learning Materials in eBook format, the costs of the Learning Materials will be reimbursed to the Payer in the event that the Student has not used the Learning Materials sent to him/her (i.e. has not used the activation code).
 - 12.2.8. If the Student has used the eBook Learning Materials sent to him/her (i.e. activated access to the Learning Materials on <https://bookshelf.vitalsource.com/> with an

activation code), the service shall be deemed to have been provided and no withdrawal shall be possible.

12.2.9. A refund of the cancelled order will be made within fourteen (14) days of receipt of the cancellation notice and return of the Learning Materials to BPP, to the bank account number indicated by the Payer.

12.3. Cancellation of an order later than 14 days after its placement

12.3.1. In the event of cancellation of a Course order later than 14 days after its submission, the Payer will be charged the total cost of the Course regardless of the actual Student's participation in the Course.

12.3.2. Course may be rescheduled at no additional cost by communicating such a decision to the BPP no less than 7 days prior to the Course start date.

12.3.3. After the deadline referred to in clause 12.3.2. but not later than on the Course start date, the condition for the postponement of the Course is the payment of a handling fee in the amount of PLN 300 (net), which is a fee covering the cost of booking and blocking a place on the Course. It is not possible to postpone the Course after the Course start date.

12.3.4. Course may be rescheduled to another date no later than one year counted from the start date of the Course for which the order was placed.

12.3.5. A Course may be postponed only once. A postponed Course (pursuant to clauses 12.3.2. or 12.3.3.) shall be deemed to have been completed regardless of the Student's actual participation in the Course.

13. Complaint procedure

13.1. The student has the right to make a complaint at any time about the services provided by the BPP.

13.2. Complaints shall be made in writing on the complaint form available on the BPP Website.

13.3. Once the Student has sent the completed complaint form to BPP by email to finanse@bpp.pl or by post to BPP's address, BPP will consider the complaint within 14 days and communicate its decision to the Student by the same route by which the complaint form was delivered to BPP.

13.4. In the event that the complaint does not contain all the elements necessary to process the complaint, the BPP will ask the Student to complete the information.

13.5. The time limit for handling complaints in the case of situations under point 13.4. may be extended, but will not exceed 14 days.

13.6. The Student shall only have the right to pursue contractual claims in court after exhaustion of the complaints procedure described in clauses. 13.1 - 13.5.

13.7. If you have exhausted the BPP complaints procedure you can refer the matter to the relevant regulatory authority.

13.8. If you have exhausted the BPP complaints procedure and the matter relates to ACCA qualification services you can refer it to ACCA. Details can be found on the ACCA website at the following link: <https://www.accaglobal.com/gb/en/footer/toolbar/contact-us/connect/unhappy.html>

14. Technical requirements. Threats.

- 14.1. Technical requirements necessary for the internet used to access the BPP Website:
 - 14.1.1. Internet connection,
 - 14.1.2. a web browser that allows HTML documents to be displayed on a computer screen;
 - 14.1.3. Cookie acceptance enabled.
- 14.2. The student must check and adapt the computer on which he/she wishes to use the E-learning Course in accordance with the requirements described on the BPP Website: <https://bpp.pl/en/technical-requirements/>.
- 14.3. The use of the Learning Materials in eBook format and/or Other Online Courses may require the installation of additional software, which may be chargeable. It is the Student's responsibility to install the current software and incur any additional charges for this software.
- 14.4. Correct use of E-Learning Course is only possible if the relevant technical requirements are met. BPP is not responsible for any irregularities in the provision of the service due to the Student's failure to meet the requirements.
- 14.5. Meeting the technical requirements may involve additional costs on the part of the Student. In particular, the provision of Internet connectivity may require the conclusion of an appropriate agreement with a third party and the payment of the required fee. The costs of meeting the above technical requirements are the sole responsibility of the Student.
- 14.6. BPP is not responsible for the inability to participate in the Course due to technical problems on the part of the Student.
- 14.7. BPP cautions that the provision of any kind of service by electronic means involves risks in particular:
 - 14.7.1. the possibility of receiving spam, i.e. unsolicited advertising (commercial) information transmitted by email;
 - 14.7.2. the presence and operation of malware, including: computer viruses, i.e. specific software that is capable, once launched, of infecting files in a self-replicating manner, usually without being noticed by the user; viruses can be more or less harmful to the operating system in which they reside, but even in the least serious case they are a waste of RAM, CPU and hard disk space;
 - 14.7.3. the presence and operation of Internet viruses i.e. malware capable of self-replication; an email virus is a destructive attack against the network, which involves collecting all email addresses contained in a local program (for example, MS Outlook) and sending hundreds of emails to them containing a virus in an invisible attachment;
 - 14.7.4. the possibility of spyware, i.e. software that spies on the user's online activities and installs itself without the user's knowledge, consent or control;
 - 14.7.5. the possibility of being exposed to cracking or phishing (password hunting) - in an IT context, phishing refers to a security breach (cracking) technique used to obtain personal and confidential information for the purpose of identity theft, by sending fake emails that look deceptively authentic;
 - 14.7.6. piracy - a term used by computer pirates to describe software from which copy protection has been removed and which has been made available on the internet, from where it can be downloaded;

- 14.7.7. sniffing - unauthorised eavesdropping, other than that falling within the concepts of cracking and phishing, involving the use of a sniffer - a computer program designed to intercept and possibly analyse data flowing through a in a network;
 - 14.7.8. the possibility of other persons using the Internet and/or the telecommunications network introducing illicit devices giving unauthorised access to the services;
 - 14.7.9. cryptanalysis activities, i.e. finding weaknesses in the cryptographic system, and thus making it possible to break or circumvent it;
 - 14.7.10. the possibility of being exposed to other unwanted or "malicious" software, performing actions unintended by the user, not falling within the definitions listed above, and going by the names: wabbit, trojan, backdoor, exploit, rootkit, keylogger, dialer, hoax.
- 14.8. BPP advises that the most effective way to prevent the above threats is to have protection software installed and up to date.
- 14.9. BPP is not responsible for the loss of any data on the Student's computer resulting from logging into the BPP VLE platform and/or using any Learning Materials available on the BPP VLE platform. It is the responsibility of the Student to regularly save and back up data from the computer on which he/she uses the Course and/or BPP Learning Materials and/or Other Online Courses.
- 14.10. BPP cannot guarantee continuous and uninterrupted access to the BPP VLE content if interruptions in access to the BPP VLE are due to:
- 14.10.1. operational problems of the Internet and the World Wide Web, including those arising from viruses;
 - 14.10.2. firewalls established on the Student's Internet or on the computer used by the Student;
 - 14.10.3. failure of connections or telecommunications equipment;
 - 14.10.4. web browser update errors.
- 14.11. Access to the Learning Materials made available on the BPP VLE via the Internet may be temporarily suspended when justified for technical reasons. In particular, access to Learning Materials may be suspended in the event of planned or justified urgent maintenance, repairs or upgrades to the BPP VLE. Suspension of the service shall not extend the period for which the Learning Materials have been made available to the Student in accordance with the Offer and the contract.

15. Copyright and BPP's intellectual property

- 15.1. The Learning Materials are intended for educational purposes only. BPP is not responsible for the use of the Learning Materials for purposes not in accordance with their intended use.
- 15.2. The Learning Materials are the property of the VLE Administrator and/or BPP Learning Media and are protected by copyright law.
- 15.3. The Student is not entitled to take any action in relation to or on the Learning Materials other than to read them for their intended purpose. In particular, the Student is not entitled to copy or make the Learning Materials available in any form to third parties unless the written consent of the BPP is obtained for such actions. The written consent of BPP is also required for any activity other than that specified in the first sentence; in particular, without such consent the Student is not entitled to: modify, publish, place on the Internet, upload, adapt, transmit, adapt or publish the Learning Materials in whole or in part. The written form is reserved.

- 15.4. When using the BPP VLE, the student is required to comply with ethical principles and legal regulations on copyright protection.
- 15.5. An individual BPP VLE account is set up personally for the Student, which means that the login details for the account cannot be shared with third parties without the written consent and authorisation from BPP.
- 15.6. The BPP VLE user accepts that his/her individual BPP VLE account will be monitored by BPP for abuse. If abuse is detected, the Student will lose access to the BPP VLE and BPP has the right to take steps under the code of ethics of the relevant organisations and the provisions of Polish law.

16. Applicable law

- 16.1. The contract between the Student and BPP is concluded in the Polish language and is entirely governed by Polish law.

17. Amendments to the Terms and Conditions

- 17.1. Amendments and additions to the Terms and Conditions are made by posting the new version of the Terms and Conditions on the BPP Website.
- 17.2. If individual clauses of the Terms and Conditions are or become invalid, this shall not affect the validity of the remaining clauses. The invalid clause shall then be replaced by the remaining valid clause or the legal principle that comes closest to the purpose of the replaced clause.

V: 2024-12-10