

TERMS OF SERVICE FOR SERVICES PROVIDED BY ELECTRONIC MEANS

by

STOWARZYSZENIE JAKOŚCI SYSTEMÓW INFORMATYCZNYCH

version 1.1.2.

DEFINITIONS

All terms and phrases indicated below, which are included in these Terms of Service, have the following meaning:

Exam	Any software tester exam certified by ISTQB®, IREB® and TMMi®, organized by SJSI. Exams are held in a stationary form (in the premises of the Examination Center or units cooperating with SJSI) or in a remote form, without the simultaneous presence of the Exam Participant and the Examiner in one place. Exams in a remote form are held using the Exam Participant's devices (computer and phone or tablet).
Examiner	A natural person with certified in the conduct of ISTQB®, IREB® and TMMi® exams, appointed by SJSI to conduct a particular Exam.
Consumer	A user performing a legal transaction with SJSI, e.g. by concluding an Agreement, not directly related to his business or professional activity.
SJSI	Stowarzyszenie Jakości Systemów Informatycznych, registered in Warsaw (00-680) at ul. Poznańska 16 apt. 4, entered into the Register of Associations, Other Social and Professional Organisations, Foundations and Public Health Care Institutions kept by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register under the entry number KRS 0000175199, with the tax number (NIP) 5272426649 and REGON No. 015596805, represented by the Management Board.
Terms of Service	These Terms of Service.
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 the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ EU. L No. 119, p. 1).
Website	The website operating as https://exam-rejestracja.sjsi.org/ enabling the conclusion of a contract (purchase of participation in the Exam).

Force Majeure	Any events independent of the SJSI's will that were not known at the time of the Agreement and which could not have been foreseen or prevented, caused by: natural disasters (flood, earthquake, fire, explosion, natural disasters), military conflicts, government interventions, epidemics or pandemics of infectious diseases. A sudden illness of the Examiner or his closest people will also be considered as Force Majeure, as well as justified random accidents, e.g., traffic accidents which will affect the Examiner or the Examiner's closest persons, as well as failures of technical equipment, including failures of the vehicles, preventing the timely completion of the Exam.
User	An adult natural person with full legal capacity, who uses the Website in his own name or in the name and on behalf of any legal person or organizational unit without legal personality, to which the law grants legal capacity.
Participant	A User who purchased the specific Exam.
Agreement	A contract for a definite period, i.e. the duration of the service of participation in the Exam, concluded via the Website by the User and SJSI, the subject of which is the purchase by the User of participation in the Exam organized by SJSI.
Services	Services provided by SJSI electronically by the Website.

§ 1 GENERAL PROVISIONS

1. The present Terms of Service define the rules of using the Website and providing Services by SJSI using the Website. The Terms of Service constitute "Terms of Use", within the meaning of Article 8 paragraph 1 point 1 of the Act of 18 July 2002 on Providing Services by Electronic Means (Journal of Laws No. 144, item 1204, as amended).
2. The User is obliged to read the content of these Terms of Service before using the Website. Beginning to use the Website means that the User has read the content of the Terms of Service and accepts all its provisions.
3. Through the SJSI Website, the SJSI (service provider) provides Internet users with Services enabling them to choose and purchase participation in the Exam.
4. The SJSI (service provider) does not provide any services enabling payment for the purchased Exam through the Website.

§ 2 PURCHASE OF THE EXAM

1. Registration for the exam requires prior application to SJSI. The application should be made using the website <https://exam-rejestracja.sjsi.org/>, where the User has the opportunity to choose the date of the exam session offered by SJSI and the type of Exam

(ISTQB®, IREB®, TMMi®). Each Exam describes its level and language, the date of the exam session and the place of its conduct, as well as the price of the Exam and the form of the Exam, i.e. the Stationary Exam or the Remote Exam.

2. To submit your application for the selected Exam, you must select the appropriate Exam from the list, then click on the "Select Session" option. After selecting the appropriate session, the Service will display basic information about the Exam such as the level, version and language of the Exam, Exam form and the place and time of the Exam. Then, to move on, you should click on the "Select exam" button. In the next window, the Website will ask the User to provide the necessary personal data and indicate all relevant information such as the place of the Exam, the price of participation in the Exam, etc.

3. After completing all the necessary personal data and accepting these Regulations and the Examination Regulations or the Examination Regulations for the Proctor Exam, please click the "Confirm registration for the exam" button. **Correct sending of the application does not lead to the conclusion of the Agreement.** The application sent to SJSI is each time verified by SJSI employees. The time of verification of the application is no more than 2 working days. Verification carried out by SJSI includes the correctness of completing the application and the availability of the selected examination session. Positive verification of the application will be confirmed by SJSI by e-mail addressed to the e-mail address provided in the application. The message confirming the positive verification of the application will contain a link enabling you to order the Exam (purchase participation in the Exam). **The link is active for three days after the email is sent. Failure to use the link within 3 days of receiving the e-mail or clicking on the activation link more than once will result in automatic deletion of the application and deletion of personal data provided in the application. In this case, the Agreement will not be concluded.**

4. Users whose application forms have been verified negatively will be informed about this fact each time by means of an e-mail in which the reason for the negative verification will be stated.

5. After clicking on the link sent in the message confirming the positive verification of the application, the Website will take the User to the page enabling the order of the Exam (conclusion of the Agreement), where all relevant information regarding the selected examination session will be placed. To conclude the Agreement, click on the button "I order an exam with the obligation to pay" or "I order an exam and pay with a voucher" (for payment with voucher). After clicking the button "I order an exam - order with the obligation to pay" or "I order an exam and pay with a voucher" (for payment with voucher) the Agreement will be concluded.

6. Upon conclusion of the Agreement, the User will be registered as a Participant of the Exam of his choice. The conclusion of the Agreement will be confirmed by SJSI by e-mail sent to the address provided in the content of the application. SJSI sends e-mails confirming the conclusion of the Agreement only on business days.

7. The conclusion of the Agreement is subject to a fee. The rates for the Exam are visible when sending the application, as well as they are indicated on the page through which

the order is placed, as well as in the e-mail confirming the conclusion of the Agreement. Payment for the Exam should be made by bank transfer to the SJSI bank account within the following periods:

- a) 3 days from the date of conclusion of the Agreement, but no later than 5 days before the date of the Exam – in the case of concluding the Agreement as a Consumer,
- b) 15 days from the conclusion of the Agreement, but no later than 5 days before the date of the Exam – in the case of concluding the Agreement as an entrepreneur.

The title of the transfer should include: name and surname of the Exam Participant, name of the exam (certification level), date of the exam.

It is also possible to pay for the Exam by way of a Voucher, for this purpose you need to choose the voucher payment option, and then enter the Voucher code in the appropriate field.

All Vouchers issued by SJSI have an expiry date. The validity period of the Voucher is visible in the lower right corner of the Voucher and it sets a deadline for taking the Exam. Thus, it is not possible to make a payment for the Exam using the Voucher if the Exam is scheduled later than the last day of validity of the Voucher.

8. If SJSI does not receive payment for the Exam 24 hours before the payment deadline referred to in paragraph 7 above, SJSI will send the Participant an e-mail with information about the non-payment together with an instruction, that failure to pay for the Exam will result in the automatic termination of the concluded Agreement.

9. The moment of payment for the Exam is determined according to the date of crediting the funds to the SJSI bank account. Failure to pay for the Exam within the deadlines specified in paragraph 7 above, it will result in automatic termination of the concluded Agreement.

§ 3

PARTICIPATION IN THE EXAM

1. The (stationary)Exam will be conducted at the place and time indicated in the order confirmation. The (stationary) Exam will be conducted on the basis of regulations specified in the Exam Rules.
2. The (remote) Exam will be conducted at the time indicated in the order confirmation. The (remote) Exam will be conducted based on the regulations set out in the Regulations for the Proctor Exam.
3. Exam Rules (regarding stationary Exams) and the Exam Rules for the Proctor Exam (regarding remote Exams), depending on the type of Exam selected by the Exam Participant, constitute in the part in which it concerns Individual Exams, constitute an integral element of the Agreement, and are not subject to modification. Therefore, the conclusion of the Agreement means unconditional acceptance of the Regulations of the Exam Rules or the Exam Rules for the Proctor Exam
4. The date of completion of the Exam (resulting from the Agreement) is binding for each of the parties, i.e. for the Participant and for SJSI. In the event of random situations resulting in the inability to participate in the Exam, please contact the Examination Centre immediately by e-mail. The regulations regarding the transfer of the Exam Participant to another date of the Exam are described in Attachment No. 3 to the Exam Rules and in Attachment No. 5 of the Exam Regulations for the Proctor Exam.

§ 4

SERVICES PROVIDED BY ELECTRONIC MEANS

1. Starting to use the Website by every Internet user means in fact that this person and SJSI have entered into a civil-law contract, the subject of which is free provision of Services offered by the Website.
2. The Agreement for the provision of services by electronic means offered by the Website is terminated by discontinuing use of the Website. The Agreement is terminated by breaking the connection with the website on which the Website is displayed, with immediate effect.
3. In order to use the Services offered by the Website, the User is required to have a terminal device (smartphone, personal computer, tablet, etc.) with access to the Internet and an installed web browser such as Chrome allowing opening and browsing websites.

§ 5

WITHDRAWAL FROM THE AGREEMENT

1. The User who concluded the Agreement (the Participant) who is a Consumer or who has the rights of a consumer in accordance with the provision of Article 38a of the Act on consumer rights, within 14 days from the conclusion of the Agreement may withdraw from this Agreement without any reason.
2. In order to withdraw from the Agreement, the Participant referred to in paragraph 1 may submit a statement in electronic form and send it to the e-mail address: egzaminy@sjsi.org or send it in writing to the address of SJSI. To meet the 14-day deadline for withdrawal from the contract, it is enough to send a statement before its expiry.
3. In case of withdrawal from the Agreement by the Participant, the Agreement will be deemed not concluded.
4. Withdrawal from the Agreement by the Participant is not connected with any consequences, in particular an obligation to pay any fees.
5. Following receipt of the statement on withdrawal from the Agreement, SJSI will return the fee for the Exam paid by the Participant within 14 days. The refund of the fee paid for the Exam will be made to the same bank account from which the payment was made, unless the Participant indicates another bank account. In case of Participants who have paid with a Voucher, SJSI will issue a new Voucher to the Participant within 14 days, of the same value as the Voucher used to make the payment.
6. The model declaration on withdrawal from the Agreement is enclosed as Attachment No. 2 to these Terms of Service, however, the Participant is not obliged to use this model.
7. In case the Agreement is concluded and the time remaining from the conclusion of the Agreement to the Exam is less than 14 days, the Participant who is a Consumer or who has the rights of a consumer in accordance with the provision of Article 38a of the Act on consumer rights wishing to take the Exam is obliged to submit a statement to SJSI containing a clear request to start providing the service before the deadline for withdrawal from the Agreement. This statement will be submitted electronically using the application for conducting the Exam.

8. In case when the Agreement is concluded and the time remaining from the conclusion of the Agreement to the Exam is less than 14 days, the Participant who is a Consumer or who has the rights of a consumer in accordance with the provision of Article 38a of the Act on consumer rights is entitled to withdraw from the Agreement until the end of participation in the Exam. The end of participation in the Exam is equivalent to the fulfilment of the performance by SJSI, with the express consent of the Participant who is a Consumer or who has the rights of a consumer, which in consequence causes the loss of the right to withdraw from the Agreement as a result of the fulfilment of the performance by SJSI.
9. In the case of start of participation in the Exam by the Participant referred to in paragraph 7 and then submission by the Participant of a declaration of withdrawal from the Agreement, the Participant is obliged to pay for the services fulfilled until the moment of withdrawal from the Agreement. The due amount is calculated proportionally to the scope of the fulfilled services, considering the price of the Exam.

§ 6

COMPLAINT PROCEDURE

1. Each User is entitled to submit a complaint to SJSI. All complaints will be submitted in writing to SJSI's address.
2. The User, if possible, should file a complaint within 14 days from the moment he became aware of the incorrect provision of Services by SJSI electronic means. The deadline for filing a complaint is determined by the date of sending the shipment containing the complaint.
3. SJSI will consider the complaint within 14 days from the date of its receipt.
4. The Participant who has filed a complaint will be informed in writing about the way of dealing with it. The SJSI's position contained in the response to the complaint is the final position.

§ 7

COPYRIGHT

1. The Website as well as its specific components are subject to protection provided for in the provisions of the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws No. 24, item 83 as amended).
2. SJSI owns all content (photos, text, video, music, etc.) placed on the Website.
3. Users may not use the contents of the Website without the consent of SJSI for any purpose other than using the Website to purchase an Exam.
4. The User may not undertake any activity that could cause the Website to malfunction. It is forbidden to provide illegal content by the User.

§ 8

FINAL PROVISIONS

1. **The content of the Regulations is effective from the date of publication of the current version of the Regulations.** The content of the Terms of Service is available in an electronic version on the Website.
2. The governing law for the implementation of the provisions of these TOS is the Polish law.
3. SJSI reserves the right to change these TOS, especially if it is necessary for proper and lawful provision of services. In such case SJSI will immediately inform the Users about the content of changes in the TOS and the date of their introduction, so that each User has an opportunity to become familiar with the new provisions of the TOS.
4. All disputes arising between the User and SJSI will be settled by a court having jurisdiction in accordance with the Code of Civil Procedure.
5. Personal data of Users / Participants will be processed by SJSI in accordance with generally applicable regulations, including the provisions of the Personal Data Protection Act of 10th May 2018. Detailed information concerning processing of personal data of the Users / Participants has been included in the information about processing of personal data, which is an integral part of the Exam Rules and the Exam Rules for the Proctor Exam. Exam is also available on the Website.
6. SJSI does not apply the Code of Good Practice referred to in Article 2 point 5 of the Act of 23 August 2007 on counteracting unfair market practices in relation to the Services provided by electronic means, as well as examination services.
7. All attachments to the Terms of Service are an integral part thereof.
8. Amendments to the Regulations will not have effect on contracts that have been concluded during the validity of the previous version of the Regulations.

Attachment 1 to the Terms of Service

INFORMATION ON SPECIFIC RISKS ASSOCIATED WITH THE USE OF THE SERVICE PROVIDED BY ELECTRONIC MEANS

With regard to the need to fulfil the obligation set out in Article 6 of the Act on Providing Services by Electronic Means of 18 July 2002 (Journal of Laws No. 144, item 1204 as amended) SJSI hereby informs about special risks associated with the use of the service provided by electronic means.

The risks referred to in this document are potential risks, and SJSI will exercise due diligence to ensure the maximum safety of Participants. The most important threats related to the use of services provided by electronic means include the possibility of unauthorized access to data transmitted over the Internet or stored on devices connected to the Internet. Possible interference with the aforementioned data may result, in particular, in their loss or undesired change.

An important threat to any person using the Internet is the possibility of infecting a system or device connected to the Internet through malware, such as viruses, worms, trojans and spyware. The main threats also include SPAM, i.e., unwanted and unsolicited electronic messages (e.g., e-mail) sent simultaneously to a significant number of recipients.

In order to minimize the risk of the above-mentioned threats, we recommend using antivirus software from renowned manufacturers of such software, as well as their current update. Enabling the firewall, regular scanning of devices connected to the Internet, as well as careful reading of all license agreements, regulations, etc.

SJSI, according to Article 6 point 2) of the Act on Providing Services by Electronic Means of 18 July 2002 (Journal of Laws of 2002, No. 144, item 1204 as amended), informs that the function and purpose of software or data not being a component of the content of the Service, introduced by SJSI from the ICT system used by the Internet user visiting the SJSI website are specified in the Privacy Policy document available on the website: <https://sjsi.org/polityka-prywatnosci-en/>

Attachment 2 to the Terms of Service

SPECIMEN DECLARATION OF WITHDRAWAL FROM THE AGREEMENT

(this form must be completed and returned only if you wish to withdraw from the agreement)

– **Addressee** [Stowarzyszenie Jakości Systemów Informatycznych, ul. Poznańska 16 apt. 4, 00-680 Warsaw]

– **I/We** (*) hereby declare to withdraw from the sale agreement of the following things (*) delivery agreement of the following things (*) a contract of work consisting in the performance of the following things (*)/to perform the following service (*)

– **Date of conclusion of the Agreement** (*)/delivery (*)

– **First name and surname of the consumer**(s)

– **Address of the consumer**(s)

– **Signature of the consumer**(s) (only if the form is sent on paper)

– **Date**

(*) Delete as necessary.

Attachment No. 3 Rules and fees related to the transfer of the Exam Participant

INSERT THE FLOW FILE HORIZONTALLY HERE TO CHANGE THE EXAM DATE