

TERMS OF SERVICE FOR SERVICES PROVIDED BY ELECTRONIC MEANS
BY
STOWARZYSZENIE JAKOŚCI SYSTEMÓW INFORMATYCZNYCH
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DEFINITIONS

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

Exam	Any software tester exam certified by ISTQB, IREB or TMMI, organized by SJSI.
Examiner	A natural person with certification to conduct ISTQB exams nominated by SJSI to conduct a specific Exam.
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:
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/ allowing to purchase 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 a 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	A natural person of full legal capacity who is a consumer within the meaning of Article 22 ¹ of the Civil Code Act of 23 April 1964 (Journal of Laws No 16, item 93 as amended).
Participant	A User who purchased the specific Exam.
Agreement	Agreement for a definite period of time, which is the time of the providing the participation service in the Exam, concluded through the Website by the User and SJSI, the subject of which is the User's purchase 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 Website, the Service Provider provides Internet users with Services enabling them to choose and purchase participation in the Exam.
4. The Service Provider does not provide any services enabling payment for the purchased Exam through the Website.

§ 2 PURCHASE OF THE EXAM

1. On the website <https://exam-rejestracja.sjsi.org/> the User may choose the date of the exam session offered by SJSI. Each Exam provides the description of its level, date, place, and price of the Exam.
2. In order to sign up for a specific Exam/ purchase participation in the Exam after choosing the specific Exam from the list, the option "Select Session" should be chosen. In the next window the Website will ask the User to provide the necessary personal data and will indicate all information important for the conclusion of the Agreement, such as: place of the Exam, the price of participation in the Exam, etc.
3. After completing all the necessary personal data and marking the absolutely required consent (acceptance of the regulations and clauses related to personal data protection), the Website enables the User to conclude the Agreement. In order to conclude the Agreement, one should choose the option "I am ordering the Exam – an order with payment obligation".
4. Following the pressing of the option "I am ordering the Exam – an order with payment obligation" the order for participation in the Exam will be placed. The order will be

confirmed by SJSI by e-mail with an activation link. **In order to conclude the Agreement, the User is required to click the activation link sent in the e-mail.**

5. Clicking the activation link will confirm the conclusion of the Agreement between the User and SJSI. With the conclusion of the Contract the User will be registered as a Participant of the chosen Exam. At the same time SJSI will send a message to the e-mail address provided during the ordering process, with the confirmation of the conclusion of the Agreement and the most important information concerning the purchased participation in the Exam, including all data necessary for payment for the Exam.
6. **A failure to click the activation link within 7 days from receiving the e-mail will result in automatic cancellation of the order and simultaneous deletion of personal data entered during registration for the Exam. In this case the Agreement will not be concluded.**
7. The conclusion of the Agreement is connected with a fee. The rates for the Exam are visible when placing an order and they are also indicated in the e-mail confirming the order. Payment for the Exam should be made by bank transfer to the SJSI bank account not later than 10 days before the Exam. It is also possible to pay for the Exam by Voucher, in order to do so the option of paying by voucher should be chosen, and then the code of the Voucher should be entered in the appropriate box.

§ 3

PARTICIPATION IN THE EXAM

1. The Exam will be conducted at the place and time indicated in the order confirmation. The Exam will be conducted on the basis of regulations specified in the Exam Rules.
2. Exam Rules in the part concerning Individual Exams is an integral part of the Agreement and is not subject to modification. Therefore, the conclusion of the Agreement means unconditional acceptance of the Exam Rules.
3. In case of emergency caused by Force Majeure, SJSI is entitled to cancel the Exam. In such a case SJSI will immediately inform the Participants of the reasons for the cancellation and offer the possibility to participate in the Exam at another date. In case the Participant does not decide to participate in the Exam at another time, SJSI will refund the entire price paid for the Exam.
4. The SJSI is entitled to cancel the date of the Exam in case when 5 days before the set date of the Exam a minimum of 5 Participants does not sign up for it. In case of cancellation of the Exam due to this reason, SJSI will immediately inform the Participants about the cancellation of the Exam and offer the possibility to participate in the Exam at another date. In case the Participant does not decide to participate in the Exam at another date, SJSI will refund the entire price paid for the Exam which was cancelled.

§ 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) 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 User may submit a declaration in electronic form and send it to the e-mail address: egzaminy@sjsi.org or send it in writing to the SJSI. To meet the 14-day deadline, it is sufficient 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 User 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 specimen 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 specimen.
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 wishing to take the Exam is obliged to submit to SJSI a statement containing an express request to start providing the service before the deadline for withdrawal from the Agreement.
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 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, 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 time the User learns about the incorrect provision of Services by electronic means. The date of sending the package containing the complaint is decisive for keeping the deadline for filing the complaint.
3. Complaints filed in violation of the deadline indicated in paragraph 2 will not be considered.
4. SJSI will consider the complaint within 14 days of its receipt.
5. 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 Terms of Service are effective from 1 December 2020. The TOS are made 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 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.

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 1. 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/>

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.