Terms of Cooperation

This English text is a translation provided for information purposes only. In the event of any discrepancy or difference in interpretation between the Polish and English versions, the Polish version shall prevail.

The YPA Mission

Welcome to Your Path Academy (YPA) – a place where knowledge and personal development come first. The aim and mission of YPA is not merely 'sending people to study abroad', but bringing our students to the highest level of motivation and readiness to act, supporting their development, helping them use their full potential and inspiring them to surpass the achievements of their Mentors. Our task is to ensure that, at the end of our journey together, our students are admitted to the university programme of their dreams, find and understand their path in life, and become true leaders who achieve success and fulfil their life goals. We also want to prepare our students for adult life through comprehensive mentoring – from choosing a degree course, through the application and exam preparation, to support before the start of their studies. We strive for every YPA graduate to become a successful person who is prepared for the challenges of adulthood.

Our work is guided by the following principles:

I. Quality and professionalism: we provide educational services of the highest quality, tailored to the individual needs of each student.

II. Commitment and responsibility: we support our students with full commitment, while expecting them to take a responsible approach to learning.

III. Transparency and clear rules: all the rules of cooperation, including the obligations and rights of our students and of the Mentors, are clearly set out in these Terms.

Our aim is not only to pass on knowledge, but also to build relationships based on mutual respect and understanding. We believe that, thanks to the commitment of the YPA team, our students will be able to achieve their educational and life goals.

§ 1. Introductory provisions

1. These Terms set out the rules for the provision of educational services – tutoring in preparation for the International Baccalaureate and A-Levels examinations (hereinafter: the 'Services') – provided by YPA Group spółka z ograniczoną odpowiedzialnością (a Polish limited liability company) with its registered office in Warsaw (00-867), Al. Jana Pawła II 27, entered in the Register of Entrepreneurs of the National Court Register (Krajowy Rejestr

Sądowy) kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, under KRS number: 0001108567; NIP (tax identification number): 5273114722, REGON (statistical number): 528793440, share capital PLN 5,000 paid up in full (hereinafter: the ‘Organiser’).
2. These Terms are binding on the adult person using the tutoring (hereinafter: the ‘Participant’) or on the statutory representative of a minor Participant (hereinafter: the ‘Client’). Where services are provided to an adult Participant, the provisions of the Contract concerning both the Participant and the Client apply to that Participant.
3. The Participant’s commencement of use of the Services is equivalent to acceptance of these Terms by the Client and the Participant.

§ 2. Organisation of YPA classes

General rules

1. The Services will be provided online using the Zoom or Google Meet platform, depending on the Participant’s preference.
2. If a tutor is unavailable for a period longer than 7 days, the Organiser will assign the Participant another tutor with equivalent experience and qualifications.

Booking, scheduling and format of classes

3. After the trial lesson, the Organiser’s employee assigned to the Participant to coordinate the performance of the Services and to act as liaison with the Client (hereinafter: the ‘Coordinator’) will agree with the Participant the total and weekly number of hours of the Service, the dates on which the Service will be performed and the tutor. To be valid, these arrangements require the Client’s approval.
4. At the request of the Participant or the Client expressed by e-mail or via the WhatsApp messaging app, the Organiser may allow the parameters of the Service listed in the preceding point to be changed. The Organiser’s consent must be given by e-mail or WhatsApp on pain of nullity.
5. The Participant is obliged to attend classes with the tutor on the dates and at the times agreed with the Organiser in the work schedule. This schedule is set at least one week in advance, according to the Participant’s needs and the tutor’s availability.
6. The total and weekly number of hours worked by the tutor with the Participant must correspond to the number of hours confirmed with the Client. If fewer hours are delivered than confirmed with the Client, the Participant is obliged to make up the missed classes no later than 30 days after the scheduled date, and where the Participant is indisposed in a way that prevents classes from taking place – within 30 days after the cause of the

indisposition has ceased. If the Participant fails to make up the classes within the specified time for reasons attributable to the Participant, the Organiser may charge for the classes not held in the agreed number of hours.

7. If the Participant does not agree with the tutor the dates of classes for the following week in a number corresponding to the agreed number of hours, the Participant is obliged to inform the Coordinator of this.

Rescheduling and cancelling classes

8. If part of the Service is not delivered on the agreed date for reasons beyond the Participant's control, the Parties will agree a new date for the performance of that Service.
9. The Participant and the Client are obliged to notify the Organiser and the tutor of the need to reschedule a class no later than 24 hours before it is due to start, in the dedicated WhatsApp group.
10. In the case of classes falling on statutory non-working days (Sundays and public holidays – dni ustawowo wolne od pracy), the Participant is obliged on each occasion to inform the Organiser and the tutor of the intention to cancel them 24 hours in advance, in the dedicated WhatsApp group.
11. If the Participant is absent from a class and the absence has not been notified within the time limits specified in the preceding points, the Organiser retains the right to full remuneration.
12. The tutor may change the date or time of a class no later than 24 hours before it is scheduled to start by notifying the Client and the Participant in the dedicated WhatsApp group. The tutor has the right to reschedule no more than 25% of classes in a calendar month. Classes cancelled by the tutor should be made up on a date agreed with the Participant falling no later than 30 days after the originally scheduled date. For each breach of these rules by the tutor, the Participant is entitled to an additional class hour free of charge.

Technical information

13. All Services will be provided online using the Zoom or Google Meet platform, depending on the Participant's preference.
14. To use the Service, the Participant must themselves provide a computer equipped with a microphone, speakers and a camera, as well as access to the Internet, configured and meeting the requirements of the Zoom or Google Meet service providers (technical requirements are described at https://www.zoom.com/pl and https://support.google.com/meet/). The Organiser is not obliged to provide these tools or to cover any costs related to adapting the Participant's devices to the technical requirements, including obtaining suitable hardware and software and obtaining, maintaining and paying for an appropriate Internet connection.
15. The costs of providing the Participant with the technical means described in the preceding points are borne by the Client, in particular the costs of services supplied by telephone and data transmission providers.

16. Access to the Service is dedicated and reserved exclusively for the Participant. The Client is obliged to implement measures and actions preventing the Participant from sharing with third parties any content provided to the Participant in the course of performing the Service. The Client is liable to the Organiser for any damage caused as a result of the Participant sharing content provided to the Participant in the course of performing the Service.

Progress information

17. The Client has the right to obtain information from the Organiser about the Participant's learning progress at any time during the cooperation.

§ 3. Legal disclaimer

The Organiser's obligations are obligations to act with due care (obligations of means rather than obligations of result; in Polish: zobowiązania starannego działania). The Organiser is not liable for any result understood as the Participant's success in admissions procedures, the grades, marks and assessments obtained by the Participant, or the results of internal and external examinations.

§ 4. Payments

1. The settlement period for the Service is one calendar month. No later than 10 days after the end of the settlement period, the Organiser will deliver to the Client a VAT invoice with a 6-day payment term. The Client consents to receiving an electronic VAT invoice at their e-mail address. The remuneration is payable to the Organiser's bank account indicated on the VAT invoice.
2. The Organiser may suspend further performance of the Services until any overdue amounts have been paid.
3. Payment is deemed to have been made when the funds are credited to the Organiser's bank account. If the Client fails to pay the remuneration or any due part of it on time, the Organiser may charge the maximum statutory interest for late payment.

§ 5. Special consumer protection terms

1. The rules laid down in this § 5 apply to Clients who are natural persons not conducting business activity, and to natural persons concluding the Contract directly in connection with their business activity, provided, however, that the conclusion of the Contract is not of a professional nature for the Client, as follows in particular from the subject of the business activity disclosed in the Central Register and Information on Economic Activity (Centralna Ewidencja i Informacja o Działalności Gospodarczej, CEIDG).

2. The Organiser gives notice of the possibility of using out-of-court complaint and redress procedures, in particular: court-annexed and out-of-court mediation, including mediation and arbitration conducted by the voivodeship inspectorates of the Trade Inspection (Państwowa Inspekcja Handlowa); and through the Municipal or District Consumer Ombudsman (Miejski lub Powiatowy Rzecznik Konsumentów).
3. A Client who has concluded a contract with the Organiser off-premises or at a distance may withdraw from that contract without giving any reason. The Client may exercise this right by submitting an appropriate statement within 14 days of the date on which the contract was concluded. To meet the withdrawal deadline, it is sufficient for the Client to send the statement of withdrawal, in a form of their choice from among those indicated in § 6.1 of these Terms. A model statement of withdrawal is set out in Annex No. 1 to these Terms; however, using it is mandatory.
4. If the Client consents to the Organiser starting to perform the Services before the withdrawal period expires, the Client will lose the right to withdraw from the contract to the extent that the Organiser performed the Service before the Client exercised that right. A model of the Client's statement is set out in Annex No. 2 to these Terms.
5. If the Client exercises the right of withdrawal referred to in the preceding paragraph [i.e. § 5.4], the Client will receive a refund of the payments made without delay, and in any event no later than 7 days from the date on which the Organiser receives the Client's statement of withdrawal. The Organiser will refund the amount paid using the same method of payment as was used by the Client.

§ 6. Complaints

1. Complaints concerning the Services may be submitted by e-mail to the Organiser's address: finanse@ypa.pl. A complaint should include at least the details of the Client and the Participant and a description of how the service fails to conform to the Contract.
2. The Organiser will deal with the complaint within no more than 14 days of receiving it. If no reply to the complaint is given within the above time limit, the complaint is deemed to have been accepted as justified.

§ 7. Termination of the contract for the provision of services

The Client may terminate the contract for the provision of services with one month's notice, effective at the end of a calendar month, by submitting an appropriate statement to the Organiser by e-mail to the Organiser's address: finanse@ypa.pl.

§ 8. Personal data protection

1. The Organiser will ensure a standard of personal data protection in accordance with applicable law.
2. The Organiser’s Privacy Policy is available at: https://yourpath.academy/polityka-prywatnosci/.
3. The Organiser’s personal data protection policy (GDPR, in Polish: RODO) is available at: https://yourpath.academy/obowiazek-informacyjny-rodo/.

§ 9. Intellectual property

1. Where, in the course of performing the Service, the Organiser provides the Participant with any materials constituting a work within the meaning of the Act of 4 February 1994 on Copyright and Related Rights (ustawa o prawie autorskim i prawach pokrewnych), in particular training materials, the Organiser is deemed to grant the Participant a non-exclusive licence to use that work within the fields of exploitation specified in that Act and covering use for personal purposes.
2. The Participant is not permitted to reproduce or distribute the work or any of its elements, or to make the work available to third parties on any basis whatsoever.
3. All materials made available to the Participant by the Organiser in connection with the performance of the Service are protected by copyright and other intellectual property rights, unless expressly stated otherwise in documentary form (e-mail), on pain of nullity.

§ 10. Final provisions

1. The Participant and the Client declare that they consent to the commencement of the performance of the services before the expiry of the 14-day withdrawal period available to them. They accept that they will thereby lose the 14-day right to withdraw from the Contract.
2. The parties undertake to settle all disputes concerning the performance of the Services amicably. If the parties fail to reach agreement, all disputes will be resolved by the Polish court having territorial jurisdiction over the Organiser’s registered office.
3. If any provision of these Terms proves to be invalid or ineffective in whole or in part, this does not affect the validity and effectiveness of the remaining provisions of these Terms. In such a case the Parties undertake to replace the defective provisions of these Terms with provisions that most fully reflect the purpose of these Terms.