Contract of ONE-YEAR PROGRAM

§ 1 GENERAL INFORMATION

1. The School confirms that it provides educational services in the field of teaching Polish as a foreign language.
2. The **One-year Program,** hereinafter referred to as the '*1YP*' has been developed in several versions as an educational program intended mainly for foreigners who plan to apply for a visa or legalisation of their stay in Poland. The Program may also be used for other lawful purposes. However, regardless of the purpose of joining the **One-year Program**, all provisions of this Contract shall apply, in particular those concerning the rules of withdrawal and fee refunds.
3. A person applying for admission to the *1YP*, hereinafter referred to as the '*Applicant'* acknowledges that participation in the **One-year Program** may support the process of applying for a Polish student visa or a Residence Card, but it does not guarantee obtaining either of them. The School does not participate in the process of legalising the Participant's stay in Poland and accepts no responsibility for the Participant's personal, administrative or immigration matters. The School also does not assist in obtaining a positive decision on any application.
4. The fee for the *1YP* covers, in particular: admission of the *Applicant* to the **One-year Program**, registration in the School's Client Database, conclusion of the Contract, issuance of an invoice, issuance of a *Confirmation Letter* certifying the Applicant's admission to the *1YP*, organization and implementation of the program, provision of educational classes in accordance with the *1YP* rules, and the School's readiness to provide educational services throughout the entire duration of the *1YP*.
5. The performance of the Contract commences once it has been signed by the *Applicant* and the *Applicant* has paid the full fee for the *1YIP*. From that moment, the School begins carrying out the organizational and administrative activities necessary for the implementation of the *1YIP*.
6. The *Applicant* acquires the status of "*Program Participant*" on the commencement date of the *1YP* period specified in the *Confirmation Letter*, regardless of the date on which the *Applicant* actually begins attending classes.
7. At the request of the Program Participant, or where required by applicable law, the School shall issue any other documents related to participation in the *1YP.*

§ 2 SUBJECT OF THE CONTRACT

1. The subject of this Contract is the implementation of the **One-year Program** … "Polish Language and Culture for Foreigners", consisting of learning the Polish language together with elements of Polish culture in group courses organised by the School. The 1YP includes … lesson hours (45 minutes each), completed during … classroom courses at the School, in accordance with the current group course schedule, from …/…/…… to …/…/…… .
2. The 1YP is not a course that starts on a specific date, but an educational service provided over a period of 12 months. The class schedule is arranged individually after the *Program Participant* contacts the School.

§ 3 OBLIGATIONS OF THE PROGRAM PARTICIPANT

1. A condition for starting the implementation of the *1YP* is — after arriving in Poland, or, in the case of persons already staying in the territory of the Republic of Poland —immediately contacting the School in order to arrange the starting date of the course and to be assigned to a group corresponding to the Participant's language proficiency level, in accordance with the course schedule available on the School's website. Failure to make such contact makes it impossible or delays the organisation of the classes and does not affect the *1YP* period specified in § 2 point. 1.
2. The lesson hours purchased under the *1YP* must be used within the period specified in § 2 point 1. Any lesson hours not used within this period shall expire, and this Contract shall terminate automatically.
3. After completing the first group course, the *Program Participant* is obliged to enrol in the next group course until all lesson hours included in the *1YP* have been used.
4. The School allows the lesson hours included in the *1YP* to be converted into individual lessons according to the rates currently applicable at the School. In such a case, the *Program Participant* shall be subject to the rules applicable to individual courses at the School.
5. The *Program Participant* agrees to comply with the **Regulations for Learning Polish at KLUB DIALOGU School**, available on the School's website under the "Documents" section.
6. The *Program Participant* acknowledges that only regular attendance and proper preparation for classes can bring the expected results in learning the Polish language.

§ 4 OBLIGATIONS OF THE SCHOOL

1. After entering into this Contract electronically and making the full payment specified in § 5 point 1, the School confirms the *Applicant*'s admission to the Intensive One-year Program and issues an invoice confirming receipt of payment. The *Confirmation Letter* confirming the *Applicant*'s admission to the 1YIP will be issued after the 14-day statutory withdrawal period has expired without the *Applicant* exercising the right of withdrawal.
2. After entering into this Contract at the School's premises and making the full payment specified in § 5 point 1, the School shall promptly issue the *Confirmation Letter* confirming the *Applicant*'s admission to the One-year Program and an invoice confirming receipt of payment.
3. The School is obliged to conduct the courses with due care, ensuring the highest quality of teaching by engaging qualified teachers with appropriate teaching and language skills.
4. Classes are conducted according to the established schedule, except on public holidays.
5. If classes are cancelled by the School, no fee shall be charged for the cancelled classes, and the School shall be obliged to offer another date for the classes.

§ 5 FEES, TERMINATION OF THE CONTRACT AND FEE REFUNDS

1. The *Applicant* is obliged to **pay the full fee** for the 1YP in the **amount of ..... PLN in one instalment** in cash or card in the School's office or via bank transfer to mBank, SWIFT: BREXPLPWMBK, account:
   (PLN) 48 1140 2004 0000 3402 3476 4523
   (EUR) 23 1140 2004 0000 3412 0550 7605
   (USD) 80 1140 2004 0000 3512 0550 7597

2. The *Applicant* declares that they have been informed about the 14-day withdrawal period for a Contract concluded electronically, calculated from the date of signing the Contract for the 1YP, in accordance with the applicable law.

3. The *Applicant* acknowledges that, following the expiry of the statutory withdrawal period and upon acquiring the status of *Program Participant*, a refund of the *1YP* fee may be granted only in the following circumstances:
   a) refusal of a visa or a Residence Card;
   b) the necessity to return to the home country due to a prolonged illness or hospital stay;
   c) the necessity to return to the home country due to the death of an immediate family member.

4. The School has the right to request documents confirming the circumstances constituting the basis for termination of the Contract and a fee refund. To effectively withdraw from the Contract, the *Program Participant* is obliged to:
   a) inform the School by e-mail at **info@klubdialogu.pl**; and
   b) send a scanned copy of the appropriate document confirming the circumstances justifying the termination of the Contract, issued by the relevant authority:
      - a document confirming the refusal of a visa or a Residence Card; or
      - a hospital certificate, a medical certificate, a document confirming hospitalisation, or another official document; or
      - an official document confirming the death of an immediate family member;

      and, if the circumstances justifying the termination of the Contract require leaving Poland, documents confirming departure, such as a boarding pass, airline ticket, booking confirmation, or other reliable documents.

c) provide full bank account details to which the refund is to be transferred (full name, full residential address, bank name and SWIFT code).

5. The refund of the fee for the 1YP shall be made within 7 days from the date on which the School receives the valid documents referred to in point 4(b).

6. The amount of the refund shall be calculated as follows:
   a) The School is entitled to **deduct PLN 500** from the fee as a fixed administrative fee covering the administrative and organisational costs incurred in connection with the conclusion and administration of this Contract and the organisational activities related to the Program described in § 1 point 4.
   b) If the *Program Participant* has already started attending Polish language classes and requests a refund during the Program, the School shall calculate the refund according to the following formula:
      Refund = fee paid – PLN 500 (administrative fee) – the cost of the lesson hours and/or courses already completed – the cost of textbooks.

7. Withdrawal from the 1YP for reasons other than those specified in point 3 shall not constitute grounds for a fee refund, subject to the mandatory provisions of applicable law.
8. Until the procedure concerning the legalisation of the *Program Participant's* stay has been completed, the School shall not consider a request for termination of the Contract and a fee refund if the Program Participant has received documents intended to be used in that procedure. This rule forms part of the operating model of the 1YP and serves to protect the legitimate interests of the School.

§ 6 ADDITIONAL INFORMATION ABOUT THE 1YP

1. As part of the 1YP, the *Program Participant* will receive 2 (two) Polish language coursebooks for use during the courses.
2. Upon request, the *Program Participant* will receive a certificate confirming participation in the 1YP and the achieved level of Polish language proficiency, based on the *Program Participant's* attendance and the results of the final tests.
3. Every month, the School monitors the *Program Participant's* attendance. The School may provide information concerning the *Program Participant's* attendance or failure to attend classes within a specified period in cases provided for by law or upon a legally justified request from a competent authority.

§ 7 FINAL PROVISIONS

1. The Parties jointly confirm that purchasing the 1YP does not give the right to stay in Poland and does not replace any decision issued by the competent administrative authorities.
2. The *Program Participant* confirms that they are solely responsible for submitting visa and residence applications on time and for complying with the regulations concerning the stay of foreigners in Poland.
3. Joining the *1YP* and signing this Contract shall mean that the *Program Participant* accepts the **Course Regulations**, the rules of participation in the Program, including the rules concerning withdrawal from the Program and fee refunds. The Course Regulations and the rules of the 1YP are available at the School and on the School's website.
4. The *Program Participant* may submit any comments, complaints or requests concerning the quality of the services provided by the School directly to the School office or by e-mail to **info@klubdialogu.pl**.
5. In the event of any dispute, the Polish language version of this Contract shall prevail.
6. Any matters not regulated by this Contract shall be governed by Polish law, in particular the provisions of the Polish Civil Code and other applicable laws.
7. This Contract constitutes the entire agreement between the Parties. No additional oral agreements shall apply.

8. The controller of the *Program Participant's* personal data is KLUB DIALOGU s.c., with its registered office at Al. Jerozolimskie 55/4, 00-697 Warsaw, represented by Wioletta Kunicka-Kajczuk and Piotr Kajczuk. The *Program Participant's* personal data are processed for the purpose of concluding and performing this Contract, organising and implementing the *1YP*, and fulfilling obligations arising from applicable law. Detailed information on the processing of personal data is available in the Privacy Policy published on the School's website. The *Program Participant* declares that they have read its contents.

9. The *Program Participant*

   □ **Agrees** □ **Does not agree**

   to receive commercial and marketing information from KLUB DIALOGU s.c. concerning events, promotions and other services provided by the School by e-mail and other means of electronic communication, in accordance with applicable law.

   This consent is voluntary and may be withdrawn at any time by sending an e-mail to info@klubdialogu.pl. Withdrawal of consent shall not affect the lawfulness of processing carried out before the consent was withdrawn.

10. This Contract has been drawn up and concluded in electronic form via the platform made available to the *Applicant*. Each Party has access to the signed version of the Contract and may download and store it on a durable medium. Upon the *Applicant* 's request, the School may provide a printed copy of the Contract, which shall constitute a copy only.
    The electronic version of the Contract constitutes the original document and may be used for official purposes in accordance with the applicable laws.

    (This Agreement has been executed in two identical counterparts, one for each Party. Each counterpart constitutes an original document and may be used for official purposes in accordance with applicable law.)