

Rules of participation

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General provisions

These Regulations specify the rules for the organization of English Language Improvement Training, terms and conditions for the provision of services by Naradoza Sp. z o. o., Kietlice 1, 11-600 Węgorzewo, registered in the National Court Register: 0000612358, REGON: 364226950, NIP: 8451986881.

Each person using the Training is obliged to read these regulations and ignorance of the regulations does not release the Training Participant from the rules contained therein.

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Definitions

1. "Naradoza" - Naradoza Limited Liability Company, ul. Kietlice 1, 11-600 Węgorzewo, registered in the National Court Register: 0000612358, REGON: 364226950, NIP: 8451986881, hereinafter referred to as the Training Organizer.
2. "Website" - a website run by Naradoza at www.naradoza.com, dealing with the organization of English language improvement programs.
3. "Training" - English language teaching services offered by Naradoza;
4. "Customer" - a natural or legal person or organizational unit without legal personality, having an e-mail account and having full legal capacity.
5. "Consumer" - a natural person submitting a declaration for purposes not directly related to his business or professional activity.
6. "Parties" - the Customer and Naradoza together.
7. "Participant" - a person over 18 years of age participating in the English Sailing Adult Training program, or a person who is over 12 years old participating in the English Sailing Junior Training program
8. "Stanica Wodna Kietlice nad Mamrami" - a company organizing a base for cruises for Naradoza customers for the duration of the Training, with the seat: Kietlice 1, 11-600 Węgorzewo,
8. "Organizers" - Naradoza Sp. z o.o. an entity organizing accommodation, meals and transport.
9. "Regulations" - means these regulations.

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Services

1. Naradoza runs the Website, through which it offers the organization of outgoing English language training in accordance with the program plan available at www.naradoza.com.
2. Naradoza will provide the Customer with all necessary explanations regarding the Training by publishing detailed information on the website: www.naradoza.com

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Reservations

1. The condition for the Customer to use the Training is to correctly complete the online booking form available at www.naradoza.com and accept the Regulations.
2. By sending the application form to Naradoza, the Customer is obliged to simultaneously accept the Regulations.
3. Training reservation will be confirmed by Naradoza in writing or by e-mail no later than 7 (seven) days from the date Naradoza receives a correctly completed application form from the Customer.
4. Upon confirmation of the reservation, a contract is concluded for the provision of training services, together with accommodation, meals and transport (if the client requires it) under the conditions specified in the reservation and in these regulations.
5. When booking all places for a given Training, Naradoza accepts further reservations of interested participants on the reserve list, informing the Customer about it. Participation in the Training of persons on the reserve list may take place only if places on the main list are freed up.
6. The customer may transfer to a person who meets the conditions for participation in the Training (i.e. age) all his rights and rights under the training contract for the provision of training services, if at the same time that person takes over all obligations arising from these contracts, which he confirms by completing separate registration form and acceptance of the Regulations at www.naradoza.com. Transfer of rights and assumption of obligations is effective for Naradoza, if the Customer notifies them of this within 3 days before the date of departure. For the unpaid part of the price of the Training and fees for accommodation, meals and transport to the correct port, as well as the costs incurred by the Organizers as a result of changing the participant of the Training, the Customer and the person taking over his rights are jointly and severally liable.

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Participation Charges

1. The Organizers allow the following forms of payment for participation in the Training together with accommodation, meals and transport: transfer to the Organizers' bank account or payment via a selected platform on the website www.naradoza.com
2. The total amount charged by the Organizers is 3,599.00 (in words: three thousand five hundred and ninety nine) PLN gross for the junior program, 3,899.00 (in words: three thousand eight hundred ninety nine) PLN gross for the Adult program or 4,099.00 (in words: four thousand ninety-nine zlotys gross for the Business program
3. The organizers declare that they provide their services only in the package model, which means training services under Training are provided only with accommodation, meals and transport. For this reason, buying Training in Naradoza also means the necessity to purchase accommodation, food and transport services referred to in paragraph 4 during the training.
4. The organizers, at the request of the client, will issue and send in electronic form to the client's email address a proforma invoice, to which the client agrees.
5. The training fee should be paid no later than 2 days after completing the application form on the website www.naradoza.com
6. The Customer undertakes to pay a fee for accommodation, meals and transport to the appropriate entity organizing the services of Naradoza Sp. z o.o., in the amount specified in par. 4, according to the reservation he made, no later than 14 days before the start of the Training.
7. Participation in the Training is possible only after paying the entire amount indicated in paragraph 2.
8. The fee for the training referred to in para. 1. will be payable by bank transfer to Naradoza's bank account kept by Mbank with the number: 20 1140 2004 0000 3102 7644 7529. In the case of electronic payments or by payment card, payments are made via the website www.naradoza.com
9. After the service has been performed, at the request of the Customer - a natural person who does not run a business, expressed within 1 month from the end of the month in which the service was performed or the fee was paid (Article 106 b paragraph 3 of the VAT Act), an invoice for the Electronic Training may be issued and sent to the Customer's email address. The invoice will

be sent within 14 days from the date of submission of the request for its issue, subject to the conditions described above.

10. For customers who are not Consumers, invoices for Training will be issued electronically after the service is completed and sent to the Customer's email address within 14 days of the end of the training, to which the Customer agrees.

11. If the payment for the provision of training services, including accommodation, meals and transport, as referred to in para. 4 will be payable by bank transfer to Naradoza Sp. z o. o. Organizers confirm receipt of money with an advance VAT margin.

12. Advance invoice referred to in item 11 will be sent in electronic form to the Customer's email address within 14 days of its issue, to which the customer agrees.

13. Advance invoice referred to in item 11 confirming the payment of the full fee is also the final invoice (Article 106 b paragraph 3 of the VAT Act).

14. The Customer is obliged to provide the following data in the title of the transfer: name, surname, date and place of the Training.

15. The date of payment of the remuneration is the date of crediting the bank account.

16. The resignation of the Customer or Participant from all or some of the benefits covered by the Training, including accommodation, meals and transport by the Customer, despite the fact that each of the Organizers was ready to perform these services in accordance with the contract with the Customer, shall not entitle them to refund the amount due.

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Cancellation of Training

1. In the event of cancellation of the Training after its commencement, failure of the Participant to participate in the Training or absence of the Participant due to the Participant's fault,

the fee paid by him shall not be refunded. This entry does not apply to customers who are consumers.

2. In the event of the Clients resigning from the Training, for reasons not attributable to the Organizers (e.g. cancellation of the training), the Organizer may request the Client to pay and reimburse for the preparations made for the proper performance of the Agreement connecting him with the Customers. For Customers who are not Consumers, registered directly through the application form, the Organizers return the amount paid after deducting the calculated resignation costs, in the amount depending on the date of resignation. This provision does not apply to consumers. In such cases, the resignation rules will be governed by the provisions of the Civil Code.

3. No payment for the Training pursuant to § 5 para. 8 means the Customer's withdrawal from the contract and resignation from the Training.

4. All cancellations should be made in writing to the Naradoza office or electronically to the email address: biuro@naradoza.com

5. A consumer who has concluded a contract for the provision of training services under Training, away from business premises or at a distance, has the right to withdraw from this contract within 14 days without giving any reason. The deadline to withdraw from the Agreement expires after 14 days from the date of the Agreement. To comply with this deadline, it is sufficient to send a statement on the exercise of this right before the deadline indicated in the previous sentence.

6. To exercise the right of withdrawal from the contract referred to in point 3, the consumer must inform Naradoza of his decision to withdraw from this contract by means of an unequivocal statement. The declaration should be sent by post or electronically to the addresses indicated in § 13 of the Regulations.

7. In the event of exercising the right to withdraw from the Agreement referred to in point 5, the Consumer is obliged to pay remuneration for activities carried out by Naradoza until the moment

of withdrawal, if Naradoza, at the request of the Consumer, started providing services before the deadline indicated in point 5).

8. The right to withdraw from the Agreement referred to in point 5, shall not be payable if the Contractor has fully performed the service provided for by this contract for the provision of training services under Training with the express consent of the Consumer.

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Complaints

1. Any complaints will be considered within 14 (fourteen) days of their notification.

2. Complaints requiring immediate intervention should be reported without delay during the Training in writing to a representative of Naradoza. Other complaints should be sent in electronic form to the address biuro@naradoza.com

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Privacy and Confidentiality

1. In order to properly perform the services ordered, Naradoza collects and processes the personal data provided by customers in accordance with applicable law, and is the data administrator.

2. The participant declares that he has been informed about the purposes of obtaining personal data and voluntarily agrees to the collection and processing of his personal data, on the terms set out in the Personal Data Protection Act of August 29, 1997 (Journal of Laws of 2002 No. 101, item 926, as amended) by Naradoz for the purposes necessary to comply with the provisions of these Regulations and the services provided based on it. Contact: biuro@naradoza.com

3. Acceptance of the regulations constitutes the Customer's consent to the collection and processing of his personal data by Naradoz to the extent described in point 1.
4. Customer data and the content of their statements may be made available to entities authorized to receive them under applicable law, including relevant judicial authorities.
5. The Administrator provides Clients with the exercise of the rights arising from the above-mentioned Act, i.e. allows Clients to view their personal data and correct them and request their removal. Privacy, protection against unauthorized access and other options for loss or destruction of confidential information are protected by the data administrator through technical and organizational security.
6. The data administrator informs that the Customer is not obliged to provide his personal data, however, refusal to provide it prevents the Customer from providing services specified in the Regulations.
7. Naradoza reserves the right to use photos and video materials taken during the Training to illustrate its promotional materials. If the Customer or Participant does not agree that the Participant's photo or video material with the Participant's image appears in these materials, he should report it while taking photos or recording video or in writing before the Training.

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Responsibility

1. Naradoza is the organizer of the Language Training together with accommodation, meals and transport for the client
2. The organizers undertake to provide services resulting from the agreements linking them with the Clients with due merchant diligence and are responsible for the proper preparation of the Training and accommodation, food and transport services within the scope described in points 1 and 2 of this paragraph.

3. The organizers are responsible for the non-performance or improper performance of the services agreed in the contract and in accordance with the offer presented on the website www.naradoza.com, unless the non-performance or improper performance is caused solely by the act or omission of the client, the act or omission of third parties not participating in the performance services provided for in the contract if these acts or omissions could not have been foreseen or avoided, or were caused by force majeure.
4. The organizers are responsible for non-performance or incorrect performance of contracts connecting them with clients under the principles set out in the Civil Code and the Act on tourist services
5. The Customer agrees that if the Participant reported by him prevents or significantly impedes the implementation of the Training or poses a threat to the safety of other Participants, employees and associates of the Organizers or other persons present at the place of the Training, the Participant may be asked by the Organizers from the Training and accompanying the Training of accommodation, meals and transport services without the possibility of receiving a refund of the amount paid or continuing the training at one or other time.
6. By concluding the contract, the Customer declares that the Participant's state of health fully allows participation in the Training.
7. The Customer, on behalf of the Participant reported by him, bears full financial liability towards the Organizers for damages caused by the Participant and I undertake to repair or cover them in full.
8. The participant is obliged to report to the coordinator on behalf of the Organizers about his state of health or injuries during the course of the Training.
9. It is also unacceptable for the Participant to pose a threat to other Training Participants.
10. In the event of a threat to other Training Participants, non-compliance with the regulations or other behavior preventing further training, the Organizer has the right to stop the Participant's

participation in the Training by the person posing the above-mentioned threats and leave that Participant at the nearest docking port, with transport responsibility at his own cost to place of residence and inability to return the fee paid for fully paid Training to the Participant.

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Higher power

1. Neither Party shall be liable for failure to fulfill the obligations arising from the contract if the fulfillment of such obligations has been delayed, prevented or impeded by force majeure.
2. Force majeure includes warfare (war declared or not), conflicts, riots, strikes, military actions, uprisings, floods, storms, embargoes, and any other accidents or natural disasters beyond the control of the Parties, regardless of their nature is similar or not to those listed above.
3. In the event that force majeure affects the performance of the contract, the Party affected by force majeure shall notify the other Party in writing within 14 (fourteen) days. In such a case, the Parties shall consult and take all reasonable steps to minimize the effects of force majeure.
4. In the event that force majeure lasts continuously for a period of 30 days (in words: thirty days) so that performance of the concluded contract becomes impossible, each Party has the right to withdraw from the contract within 7 (seven) days, notifying this the other Party in writing.
5. The above provisions do not apply to Consumers to the extent that they have concluded a contract for the provision of training services as part of Training. The Organizers' liability for non-performance or incorrect performance of the contract is governed solely by the provisions of the Civil Code and the Consumer Rights

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Copyright

1. All materials made available on the Website available at www.naradoza.com, in particular: text, graphics, music, software are protected by copyright. By using any services offered by Naradoza and / or visiting Naradoza websites, the Customer does not acquire any copyrights to any content / materials, in particular to the software.

2. In the event that the Customer wishes to use any content provided on the Naradoza website, please contact us at the email address: biuro@naradoza.com

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Notices

The Client undertakes to forward Naradoza in person or via registered mail or to the e-mail address provided in writing in connection with the performance of the contract and the regulations. The effective date is the date of receipt of such written notification.

Correspondence data Training Organizer:

Naradoza Sp. z o.o.

Ul. Bukowa 14, 05-101 Boża Wola

Tel: 48 785 523 988

Email: biuro@naradoza.com

Naradoza Sp. Z o.o.

Kietlice 1, 11-600 Węgorzewo, voivodeship Warmian-Masurian
Voivodeship, Poland

NIP 8451986881, Regon - 364226950, KRS - 0000612358

Share capital - 5000 PLN

Email: biuro@naradoza.com

Phone: + 48 785 523 98

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Final Provisions

1. Any disruptions in the functioning of the Website may be advertised by the Customer by reporting to the address biuro@naradoza.com
2. In matters not covered by these regulations, the provisions of Polish law shall apply, in particular the provisions of the Civil Code, the Act of 29 August 1997 on tourist services (Journal of Laws 2014.196 with further amendments_ and the Act of 30 May 2014 on consumer rights (Journal of Laws 2014.827 with further amendments).
3. Disputed issues not covered by the regulations, which may arise against the background of performance of the contract, shall be settled by the court which shall be the court competent for the seat of the Organizers. In relation to consumers, the competent court is the court with territorial jurisdiction pursuant to the Act.
4. If any provision of the Regulations is declared invalid by a final court decision, the remaining provisions shall remain in force.
5. The Regulations enter into force on 1 January 2020.

The training participant and the client hereby declare that they have read the content of these regulations, acknowledged all its provisions and at the time of the decision to participate in the training and the accompanying accommodation, meals and transport services, take over all the obligations related to them and specified in the regulations.