

PAYMENT TERMS AND CONDITIONS

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Definitions:

Unless otherwise defined in these Terms and Conditions, the following terms shall have the meanings hereunder assigned to them

1. **Organiser** – University of Silesia in Katowice, KRS:, NIP: 634-019-71-34
2. **Event** – Congress of the International Federation of European Law in Katowice to be held on 28–31 May 2025 in Katowice.
3. **Ticket** – a digital or paper media that confirms the possibility of attending the event.
4. **Terms and Conditions** – these Payment Terms and Conditions.
5. **Coffee** – an online platform for conferences and events.
6. **Operator** – Coffee is the operator and collector of participation fees. Coffee is a brand of the Institute of Programming Studies (Instytut Studiów Programistycznych S.A.) located in Warsaw 03-973, at Brukselska 14, NIP 113-259-73-14, REGON 140455806, email address: info@systemcoffee.pl.
7. **Registration System** (hereinafter referred to as “**System**”) – a web-based application for managing the registration process of Participants for the Event, owned by the Operator.
8. **User** – any person using the System to carry out the registration process for the Event on behalf of themselves or another Participant other than a Consumer.
9. **Participant** – a natural person who is at least 18 years of age and has full capacity to perform acts in law.
10. **Contract for the provision of services** (hereinafter referred to as “**Contract**”) – a contract concluded between the Organiser and the User, the subject of which is the use by a given Participant of the Organiser's services related to the organisation of an Event and granting a given Participant the possibility to participate in the specific Event, which is governed by the provisions of these Terms and Conditions and other provisions of the applicable law.
11. **Bank account** – the Operator's bank account to which the participation fees for the Event will be paid, with the number PL.....
12. **Conclusion of the contract for the provision of services** (hereinafter referred to as “**Conclusion of the Contract**”) – the moment when the payment due for the participation of a given Participant in the Event is recorded in the Operator's bank account. From this moment onwards, the User is deemed to have entered into an agreement for the provision of services by the Organiser, which is confirmed by an email accompanied by a VAT invoice.
13. **Payer** – an entity that pays the Participation Fee on behalf of itself or another Participant other than a Consumer.
14. **Consumer** – a natural person making a legal transaction with an entrepreneur, not directly related to their business or professional activity, including a consumer within the meaning of Section 385(1) of the Civil Code and Section 7aa of the Consumer Rights Act.
15. **Venue Rules and Regulations** – the document drawn up by the owner or manager of the Venue setting out the rules applicable to Event Participants during the Event on the Venue available on the Organiser's website or the Venue's website;
16. **Participation fee** – registration fee for participation in the Event.

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Additional information

1. The official website of the Event can be found at: <https://www.fide-europe.org/congresses/next-congress/>
2. The scope of the System shall include the service of storing in a database the User's registration data related to the registration (such as full name, address, email address, telephone number, VAT number, industry and position), as well as the service of this registration (consisting in the collection, recording, storage, updating, supplementing and deleting of this data) by the Organiser or Operator.
3. The technical requirements for using the System do not differ from those for using the Internet. The user must have a computer with Internet access and software to browse the Internet. The following browsers are recommended: Mozilla Firefox and Google Chrome.
4. The provisions of these Terms and Conditions shall form an integral part of the Event Rules and Regulations and apply to all Participants.
5. By using the System, the User accepts the terms of these Terms and Conditions.
6. Before paying the registration fee, the User must read the Terms and Conditions and any additional information and documents and regulations posted by the Organiser on the Event website.

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Registration fees

1. Registration for the Event shall only take place via the form available online: <https://fide2025.systemcoffee.pl/>
2. Registration shall run from 15 December 2024 until the pool of places is exhausted, but no longer than 31 May 2025.
3. In order to register correctly in the System, the User shall be required to complete all fields marked with a (*) that are necessary for the registration of the Participant, the selection of the registration fee, and the settlement of payments.
4. The User shall ensure that all data entered by them into the System during the registration process is correct.
5. Once the details on the registration form have been completed and confirmed to be correct, a message confirming the registration will be sent to the email address provided.
6. Participation in the Event shall be chargeable.
7. The registration fee shall not include other costs that each Participant is obliged to bear on their own (such as food, travel, accommodation, parking, etc.).

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Payments and settlements

1. Payment of the registration fee using the System shall be made via the payment services available on the site, to which the User will be redirected immediately after completing the registration.
2. The user can only pay the registration fee using the payment methods provided by the available payment services. Payments for registration fees shall be made following the terms

and conditions set out in the Payment Services Payment Regulations and these Terms and Conditions.

3. By using the payment method in the chosen payment service, the User accepts the payment rules and privacy policy of the chosen payment service.
4. Payments resulting from one order shall include the price of all registration fees. They must be made once and in full.
5. Payment must be made no earlier than at the time of placing the order and no later than the date of the selected registration fee. After the payment time has expired with no effect, the User's order will be cancelled, and the User will be informed of this via an email sent to the address indicated in the order.
6. Once payment has been made, the User will receive a confirmation email sent to the address provided when placing the order.
7. Complaints regarding payments must be submitted following the terms and conditions published on the website of the respective payment service provider.
8. The participation fee for the Event shall be as follows:

	Early Birds fee (until February 28th, 2025)	Regular fee (starting March 1st, 2025)
Participants under 30 years old	310 €	310 €
Participants over 30 years old	430 €	550 €
Accompanying Person <ul style="list-style-type: none"> - participation in Gala dinner – Thursday, 29 May 2025; - participation in Concert at Polish National Radio Symphony Orchestra and reception – Friday, 30 May 2025; 	123 €	123€
Accompanying Person Guided Tour – Nikiszowiec and Giszowiec*	100 €	100 €
Accompanying Person Guido - visiting a mine with lunch in the restaurant***	203 €	203€

9. A VAT invoice and the Event Ticket will be sent to the Payer only electronically, to the email address indicated during registration, within 7 days of the payment being recorded in the Operator or after positive authorisation of the transaction via electronic channel.
10. The User must have the appropriate authority to make a financial commitment on behalf of the Payer, failing which the User will be held fully liable for the fulfilment of the contract entered into.
11. The Participant shall have the right to withdraw from the Service Contract with full right to refund the Participation Fee only in situations referred to in generally applicable law and these Terms and Conditions.
12. The vendor provides for the following additional forms of payment:
 - a. for natural persons – payment to the Operator's bank account based on a pro forma invoice sent electronically to the User's email address indicated in the registration form;
 - b. for legal persons and organisational entities without legal personality:
 - i. payment to the Operator's bank account based on a pro forma invoice sent electronically to the User's email address indicated in the registration form,
 - ii. by credit/debit card: Visa, Visa Electron, Mastercard, MasterCard Electronic, Maestro or 'quick transfer' available via the payment platform integrated into the registration system. The online payment service provider shall be Przelewy24.
13. The VAT invoice will be sent to the Payer only electronically, to the email address indicated during registration, within 7 days of the payment being recorded in the Operator's bank account or after authorisation of the transaction via electronic channel.
14. The payment period for invoices received electronically with confirmation of pro forma invoice registration shall be 14 days.
15. The Operator shall reserve the right to require the Participant to send an electronic confirmation of the transfer if the Participation Fee is paid after 26 May 2025; otherwise, the Participant will be denied the right to participate in the Event.

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Complaints

1. All complaints should be emailed to fide2025@systemcoffee.pl or in writing to the Operator's address.
2. Complaints regarding payments should be made following the rules and regulations of the payment processor.
3. Complaints can be submitted up to 14 days after the end of the Event.
4. The complaint should include:
 - a. Full name of the Participant,
 - b. Correspondence address, email address or optionally telephone number,
 - c. Description of the subject of the complaint and the reasons for the complaint
5. The Operator shall consider the complaint within 14 working days from the date of the complaint and shall communicate its position on whether or not to accept the complaint to the complainant by email or traditional mail to the address from which the complaint was sent.
6. If the complaint is upheld, the Operator will inform the Participant how the complaint has been handled.

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Provisions applicable to Consumers

1. The User who is a Consumer concluding the Contract for the provision of services through the System according to Section 38(12) of the Consumer Rights Act of 30 May 2014 (Journal of Laws of 2014, item 827, as amended) shall not have the right to withdraw from the concluded Agreement.
2. Users, Participants and Payers who are consumers shall have the possibility to use out-of-court complaint and redress procedures. The rules for accessing these procedures shall be available at the premises or on the websites of the entities authorised to handle disputes out of court. These may be, in particular, consumer ombudspersons or provincial inspectorates of commercial inspections, a list of which is available on the Office of Competition and Consumer Protection website.
3. A platform for online dispute resolution between consumers and traders at the EU level (ODR platform) is available at <http://ec.europa.eu/consumers/odr/>.

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Personal data

1. The personal data of Users, Participants and Payers shall be administered by the Organiser. Questions regarding the processing of personal data and requests for the exercise of your rights under the provisions of the DPA should be addressed in writing to Bankowa 12, 40-007 Katowice or by email to dariusz.pawelczak@us.edu.pl
2. The personal data of Users, Participants and Payers will be used following the conditions set out in 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 on the free movement of such data and repealing Directive 95/46/EC (Official Journal of the European Union, L 119, p. 1 as amended – GDPR), the Act of 10 May 2018 on the protection of personal data (i.e. Journal of Laws of 2019, item 1781 – PDPA), Polish regulations adopted to enable the application of RODO [GDPR], and other applicable laws and the Terms and Conditions.
3. The personal data provided in the application through the System will be processed for the purpose and to the extent related to the organisation of the Event. The basis for the processing of personal data is Section 6(1)(b) RODO [GDPR] – performance of the contract (acceptance of the Terms and Conditions and application for participation in the Event and acceptance by the Organiser of the application and participation fee constitutes the conclusion of the contract). The Organiser may also process the data for the purpose of establishing, defending or pursuing claims remaining in connection with the Event, which constitutes its legitimate interest (Article 6(1)(f) RODO). In the aforementioned cases, personal data will be retained for the statutory limitation period for claims or criminal acts. In addition, the Organiser will also process the personal data of Users and Payers in order to fulfil its legal obligations under tax and accounting regulations, particularly to properly document transactions for the purposes of tax settlements, to prepare financial statements and for the fulfilment of obligations under accounting regulations, i.e. for the fulfilment of legal obligations (Section 6(1)(c) of the RODO [GDPR]). In this case, personal data will be kept for the period indicated in the relevant accounting and tax regulations.
4. In addition, on the basis and only insofar as the Participant has given consent, personal data will be processed to the extent necessary to fulfil the purpose(s) for which consent has been

given. The basis for the processing of personal data is Section 6(1)(a) of the RODO [GDPR] – voluntary, unambiguous, informed and specific consent of the data subject. We will retain personal data processed based on consent for as long as necessary to fulfil the purposes for which it was collected, and in any case, no longer than until the Participant withdraws consent. The withdrawal of consent shall not affect the lawfulness of the processing carried out based on consent before its withdrawal.

5. We hereby inform that on the occasion of participation in the Event, in the event that the Participant gives an interview recorded in a visible manner (by voice and/or vision recording) or by appearing in a place that is subject to recording in the form of an audiovisual recording and/or photographs, in particular in the event of undertaking a public dialogue or speech in such a place, the Participant consciously and voluntarily, by the very act of taking such actions, shall consent to the Organiser processing their image, voice and speech content for the purpose of documenting the Event and for the Organiser's and Partners' advertising and promotional purposes. In this case, the personal data will be kept for the period necessary for the aforementioned purposes.
6. Data shall be provided voluntarily during the registration process for the Event.
7. The Organiser may transfer personal data outside the European Economic Area based on standard contractual clauses approved by the EU Commission (under Article 46 of the RODO [GDPR]) in the case of the publication of photos of the Event on social networks, including LinkedIn, Facebook, or YouTube, among others. By accepting these Terms and Conditions, the Participant consents to the Standard Contractual Clauses being entered into in their name and on their behalf. The content of the Standard Contractual Clauses concerning the listed social networks can be found below:
 - a. Meta Platforms Ireland Ltd: https://www.facebook.com/legal/EU_data_transfer_addendum
 - b. Google Ireland Limited <https://policies.google.com/privacy/frameworks?hl=en>
 - c. LinkedIn Corporation: <https://www.linkedin.com/help/linkedin/answer/a1343190>
8. Personal data may be transferred to the following recipients:
 - a. Vendor and payment operators;
 - b. an entity that provides a hosting service for data processed automatically or by email;
 - c. entities providing accounting and legal services
 - d. to state authorities to the extent that the Organiser is bound by an obligation under mandatory law provisions.
9. Users, Participants and Payers shall have the rights to (a) access their data and receive a copy of their data, (b) request the rectification (amendment) of their data, (c) request the deletion of their data or the restriction of processing, and (d) the right to object to the processing of their data in cases indicated in the legislation, (e) the right to data portability with regard to data subject to automated processing (to the extent permitted by the provisions of the RODO [GDPR]), and (f) the right to lodge a complaint with the supervisory authority, which is the President of the Personal Data Protection Office.

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Liability

1. The Organiser shall not be liable for failure to perform the Agreement if it is unable to fulfil its obligations under the Agreement and the Terms and Conditions (as well as if the Event is cancelled or rescheduled or if the Event is interrupted or disrupted) due to force majeure, in particular due to: fire, earthquake, flood, epidemics (including but not limited to significant

epidemiological threat, restrictions from public authorities to refrain from/avoid or prohibit public gatherings or mass events, or events that do not have the characteristics of gatherings or mass events but gather participants in a specific space, resulting in an increased risk of the spread of danger, etc.), general strike, general riot, natural disaster, state of emergency, embargo or war. Force majeure shall also be deemed to exist in the event of any impediment, restriction or requirement for security, travel/accommodation, events, movement, quarantine or other restrictions imposed in order to combat a coronavirus pandemic, which would result in the performance of the Organiser's obligations becoming unreasonably burdensome or impossible or losing their economic significance.

2. The organiser shall reserve the right to make changes to the workshop schedule, in particular changes in date, venue, workshop start time, or cancellation of workshops.
3. In the cases described in sub-s. 2, those who cancel their participation in the workshop due to the aforementioned changes will receive a refund of the fee paid. The organiser will return the payment to the customer immediately, no later than within 10 working days, to the bank account provided by the user.
4. In the event that a refund is required for a transaction made by a customer with a payment card, the vendor will make the refund to the bank account assigned to the payment card of the User making the Participation Fee.
5. The Organiser shall not be liable for sending a Ticket or Invoice to an incorrect address or sending a message with information regarding an order or cancelled Event to an incorrect email address if the data was incorrectly provided by the User.
6. Each party shall be obliged to remedy the damage caused to the other party by the non-performance or improper performance of its obligations unless the non-performance or improper performance is due to circumstances for which the party is not liable. The Organiser's liability shall be limited to the value of the Ticket purchased by or on behalf of the relevant Participant.
7. Neither party shall be liable for damage caused to the other party due to non-performance or improper performance of the contract in the form of loss of revenue or profit, loss of benefits, loss of business relationships, loss of assumed savings or loss of data.

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Final provisions

1. The Organiser shall be entitled to unilaterally amend these Terms and Conditions, in particular for the following reasons:
 - a. a change in applicable laws, official guidelines and recommendations (including those of the President of the Office of Competition and Consumer Protection and the President of the Personal Data Protection Office) or interpretations of laws that affect the content of the Terms and Conditions;
 - b. circumstances arising from force majeure;
 - c. a change or withdrawal of the offer, services and products offered by or through the Organiser;
 - d. a change of IT or technical systems or IT service provider;
 - e. correction of errors and omissions.
2. Amendments to the Terms and Conditions shall enter into force within 14 days of the date on which the consolidated text of the amended Terms and Conditions is made available to the

User, subject to the following sentence. An amendment to the Terms and Conditions shall not apply to acts performed prior to the amendment.

3. Changes to the Terms and Conditions will be announced on the Event website or communicated to the email address provided by the User upon registration.
4. In relations arising from these Terms and Conditions through the conclusion and performance of the Contract, the provisions of Polish law shall apply, and the Polish court, which has competent authority over the Organiser, shall have jurisdiction.