

MedSales Academy

<https://medsales-academy.sendpulse.courses/>

Registered in the Republic of Poland

PUBLIC OFFER AGREEMENT

for the provision of educational (informational) services online · Poland / EU

This Agreement is concluded in accordance with: the Civil Code of the Republic of Poland (KC) of 23.04.1964; the Act of 18.07.2002 on the Provision of Electronic Services (Dz.U. 2002 nr 144 poz. 1204); the Act of 30.05.2014 on Consumer Rights (Dz.U. 2014 poz. 827, as amended); EU Directive 2011/83/EU on Consumer Rights; GDPR (EU Regulation 2016/679); the Act of 10.05.2018 on the Protection of Personal Data.

Publication date: 04 March 2026.

This document constitutes a public offer by IHOR HRYTSENKO (hereinafter — the "Service Provider"), registered in the Republic of Poland (NIP: 6312731797, REGON: Śląskie), addressed to natural persons as well as sole traders and legal entities wishing to use educational services within the MedSales Academy project.

Acceptance of this Offer constitutes the conclusion of an Agreement between the Service Provider and the Customer on the terms set out below. The Agreement is governed by the laws of the Republic of Poland taking into account the mandatory EU consumer protection rules.

1. Terms and Definitions

1.1. In this Agreement, terms are used in the following meanings:

- "Service Provider" — IHOR HRYTSENKO, registered in the Republic of Poland.
- "Customer" — a natural or legal person who accepts the terms of this Offer.
- "Consumer" — a Customer who is a natural person acting outside the scope of their business or professional activity (within the meaning of the Polish Consumer Rights Act and EU Directive 2011/83/EU).
- "Offer" — this document, published at <https://medsales-academy.sendpulse.courses/>, with all annexes.
- "Acceptance" — the act of registration, payment or commencement of access to the Course.
- "Website" — <https://medsales-academy.sendpulse.courses/> and the related distance learning platform.
- "Services" — provision of online access to the Course "Medical Sales: From the First Call to Booking a Treatment".

- "Course" — a structured learning programme consisting of 8 modules, 120+ tests and final certification.
- "Personal Account" — the Customer's secure personal page on the platform.
- "Content" — Course educational materials protected by copyright.
- "Certificate" — a document issued to the Customer upon fulfilment of the conditions in clause 6.3.
- "DPA" — a personal data processing agreement (Art. 28 GDPR).

2. Subject Matter of the Agreement

2.1. The Service Provider undertakes to provide the Customer with remote access to the MedSales Academy Course, and the Customer undertakes to accept and pay for these Services.

2.2. The Course includes:

- 8 training modules with theory, case studies and examples of real dialogues;
- 120+ self-assessment tests after each module;
- a final certification test (30 questions);
- access to a closed community of participants;
- educational materials in text and/or video format.

2.3. The specific scope of Services and access conditions are determined by the selected tariff plan, which forms an integral part of this Agreement.

2.4. Services are provided exclusively remotely via the Internet; physical delivery of tangible media is not envisaged.

3. Conclusion of the Agreement (in accordance with the Polish Electronic Services Act)

3.1. The Agreement is deemed concluded from the moment of Acceptance of the Offer by the Customer. Acceptance is any of the following actions: completing the registration form, making payment, commencing access to materials.

3.2. Prior to concluding the Agreement, the Service Provider provides the Customer (in accordance with Art. 12 of the Polish Act of 30.05.2014 and Art. 6 of Directive 2011/83/EU) with the following information:

- details of the Service Provider (name, address, NIP, contact details);
- description of the Services and their main characteristics;
- total price inclusive of all taxes (VAT, if applicable);
- conditions and terms for refunds (including the right of withdrawal for consumers);
- duration of the agreement or conditions for its termination;
- technical means and requirements for using the platform.

3.3. By making an Acceptance, the Customer confirms that they:

- are a full-age person with full legal capacity;

- have read the Agreement terms, Privacy Policy and Platform Terms of Use;
- consent to the processing of personal data to the extent necessary for the performance of the Agreement.

3.4. The Service Provider sends a confirmation of the conclusion of the Agreement to the Customer's e-mail address within 24 (twenty-four) hours of Acceptance.

4. Right of Withdrawal (consumers — Art. 27 Polish Act of 30.05.2014 / Directive 2011/83/EU)

IMPORTANT for consumers: You have the right to withdraw from this agreement within 14 days without giving any reason, in accordance with the Polish Act of 30.05.2014 on Consumer Rights and EU Directive 2011/83/EU. The withdrawal period expires after 14 calendar days from the date of conclusion of the Agreement.

4.1. A Consumer (natural person acting outside the scope of business activity) has the right to withdraw from the Agreement without giving any reason within 14 (fourteen) calendar days from the date of its conclusion (Art. 27 of the Polish Act of 30.05.2014).

4.2. To withdraw, the Customer sends an unambiguous statement to: medsales.academyonline@gmail.com or via the form on the Website. Use of the model withdrawal form (Annex to the Polish Act of 30.05.2014) is permitted.

4.3. The Service Provider returns all payments received no later than 14 (fourteen) days after receipt of the withdrawal statement using the same payment method used by the Customer.

4.4. EXCEPTIONS: The right of withdrawal does not apply if:

- The Customer has given explicit consent to the commencement of performance of the Services before the expiry of the 14-day period AND acknowledged awareness of the loss of the right of withdrawal upon full performance of the Services (Art. 38(13) of the Polish Act); a corresponding notice is displayed in the registration form.
- Digital content has been delivered at the Customer's request (Art. 38(9) of the Polish Act).

4.5. Customers who are legal entities or sole traders acting within the scope of business activity are not Consumers and do not have the right of withdrawal under this section.

5. Price and Payment Procedure

5.1. The price of Services is determined in accordance with the current tariff plans published on the Website. All prices are stated both exclusive of VAT (net) and inclusive of VAT (gross), where applicable.

5.2. Payment is made in non-cash form via payment services (Przelewy24, PayU, Stripe or equivalents) available on the Website, in Polish złoty (PLN) or euros (EUR) depending on the selected option.

5.3. The moment of payment is the date of crediting funds to the Service Provider's account or confirmation of the transaction by the payment operator.

5.4. The Service Provider issues the Customer with a fiscal receipt and/or VAT invoice in accordance with Polish tax law. To receive a VAT invoice, the Customer provides their NIP or other required information during checkout.

5.5. Where VAT applies in cross-border transactions (B2C within the EU), the Service Provider acts in accordance with the OSS (One Stop Shop) rules or applicable EU VAT directive provisions.

6. Rights and Obligations of the Service Provider

6.1. The Service Provider is obliged to:

1. provide access to the Course within 24 (twenty-four) hours of payment confirmation;
2. ensure the technical availability of the platform at a level of at least 99% of monthly uptime, except for planned and emergency technical works;
3. notify the Customer of planned technical works at least 24 (twenty-four) hours in advance;
4. provide technical support on working days from 09:00 to 18:00 (Warsaw time) within 1 (one) working day;
5. process personal data in accordance with the GDPR, Privacy Policy and Personal Data Processing Policy;
6. issue a Certificate to the Customer who has successfully fulfilled the conditions of clause 6.3;
7. provide the Consumer-Customer with all mandatory information in accordance with the Polish Act of 30.05.2014.

6.2. The Service Provider has the right to:

- make changes to the Course for the purpose of improving its quality;
- temporarily suspend access for technical works with prior notification;
- restrict access for a Customer who materially breaches the Agreement terms.

6.3. A Certificate is issued to the Customer who has completed all 8 modules and passed the final test with a result of at least 80% (eighty percent) of correct answers.

7. Rights and Obligations of the Customer

7.1. The Customer is obliged to:

1. pay for the Services in full and on time;
2. maintain the confidentiality of login credentials to the Personal Account;
3. not transfer access to the account and the Course to third parties;
4. not reproduce, copy or distribute Content without the written permission of the Service Provider;
5. provide accurate personal data necessary for the performance of the Agreement.

7.2. The Customer has the right to:

- obtain access to all Course materials in accordance with the selected tariff plan;
- contact the support service;
- receive a Certificate upon fulfilment of the conditions;
- exercise the rights provided for by the Polish Act of 30.05.2014 (for Consumers) and this Agreement.

8. Liability and Warranties (in accordance with Polish / EU law)

8.1. The Service Provider bears liability towards the Consumer-Customer in accordance with the Polish Act of 30.05.2014 and Directive 2011/83/EU for the provision of Services in conformity with the Agreement.

8.2. In the event of non-conformity of the Services with the Agreement, the Consumer-Customer has the right to demand:

- rectification of the non-conformity (providing access, restoring platform operation, etc.);
- a proportionate reduction in price;
- withdrawal from the Agreement (where the non-conformity is material).

8.3. A complaint regarding non-conformity of the Services is sent to medsales.academyonline@gmail.com. The Service Provider reviews the complaint and provides a response within 14 (fourteen) calendar days (in accordance with Art. 7a of the Polish Act of 30.05.2014).

8.4. The Service Provider is not liable for:

- the quality of the Customer's internet connection;
- technical failures on the part of payment operators and third-party services;
- the Customer's subjective inability to master the Course material;
- the results of applying knowledge in practical activities.

8.5. Limitation of the Service Provider's liability (B2B): in relations with business Customers, the aggregate liability of the Service Provider is limited to the value of Services paid. These limitations do not apply to Consumers to the extent provided for by mandatory EU law.

9. Refunds (outside the right of withdrawal)

9.1. Outside the scope of the 14-day right of withdrawal (for Consumers), a refund is possible in the following cases:

- Technical inability to provide access to the Course due to the Service Provider's fault for more than 72 (seventy-two) hours after payment confirmation — 100% refund.
- Material change by the Service Provider to the content or format of the Course without notice, with which the Customer does not agree — refund proportionate to the uncompleted part.

9.2. A refund will NOT be made if the Customer has completed more than 20% of the Course materials, except in cases of breach of obligations by the Service Provider.

9.3. A refund request is submitted to medsales.academyonline@gmail.com. The refund is made by the same payment method within 14 (fourteen) banking days.

10. Intellectual Property

10.1. All Content is the subject of the Service Provider's copyright in accordance with the Polish Act of 04.02.1994 on Copyright and Related Rights (Dz.U. 1994 nr 24 poz. 83) and EU Directive 2001/29/EC.

10.2. The Customer receives a non-exclusive, limited, non-transferable licence to use the Content personally solely within the framework of studying on the Course.

10.3. Without the written permission of the Service Provider, it is prohibited to: copy, distribute, publish, sell, translate or make commercial use of the Content.

10.4. The name "MedSales Academy" and the logo are the intellectual property of the Service Provider. Their use by third parties without permission is prohibited.

11. Personal Data Processing

11.1. The Service Provider is the Controller of the Customer's personal data within the meaning of the GDPR and the Polish Act of 10.05.2018.

11.2. Processing of personal data is carried out in accordance with the Privacy Policy and the Personal Data Processing Policy, which form an integral part of this Agreement and are available on the Website.

11.3. Legal bases for processing:

- Art. 6(1)(b) GDPR — performance of the contract (main processing for the provision of Services);
- Art. 6(1)(c) GDPR — compliance with legal obligations (accounting, taxes);
- Art. 6(1)(f) GDPR — legitimate interest (security, protection against fraud);
- Art. 6(1)(a) GDPR — separate consent (marketing communications).

11.4. The Customer has all the rights of a data subject provided for by the GDPR (Art. 15–22), in particular: access, rectification, erasure, restriction of processing, portability, objection, withdrawal of consent.

11.5. To exercise rights: medsales.academyonline@gmail.com.

11.6. The Customer has the right to lodge a complaint with UODO (www.uodo.gov.pl).

12. Dispute Resolution

12.1. The Service Provider and the Customer take measures to resolve disputes through negotiation. A complaint is sent to medsales.academyonline@gmail.com; the Service Provider provides a response within 14 (fourteen) calendar days.

12.2. For Consumers (in accordance with Polish law and EU Directive 2013/11/EU on alternative dispute resolution):

- A Consumer-Customer has the right to use out-of-court dispute resolution through the Trade Inspection (Inspekcja Handlowa) or an arbitration court at the regional Trade Inspection.
- ODR platform (online dispute resolution): <https://ec.europa.eu/consumers/odr>
- Service Provider's e-mail address for ODR purposes: medsales.academyonline@gmail.com

12.3. In the event of failure to reach agreement, the dispute is referred to the court at the Service Provider's location (Poland). For Consumer-Customers, the mandatory jurisdiction of the court at the consumer's place of residence applies.

12.4. The choice of Polish law does not deprive a Consumer-Customer from another EU country of the protection afforded by the mandatory rules of law of their Member State (Art. 6(2) Rome I).

13. Amendments to the Agreement

13.1. The Service Provider may amend the Agreement. The new version is published on the Website and takes effect 14 (fourteen) days after notification.

13.2. The Consumer-Customer is notified by e-mail at least 14 (fourteen) days in advance. The absence of an objection within this period is deemed acceptance of the changes. The Customer has the right to terminate the Agreement before the changes take effect.

13.3. Amendments may not worsen the rights of Consumer-Customers guaranteed by mandatory EU and Polish law.

14. Final Provisions

14.1. The Agreement is governed by the laws of the Republic of Poland. Mandatory EU law provisions apply to relations with Consumers.

14.2. The invalidity of any provision does not affect the validity of the others.

14.3. This Agreement constitutes a public offer in accordance with the provisions of the Polish KC and the Act of 18.07.2002 on the Provision of Electronic Services.

14.4. The language of the Agreement is English.

SERVICE PROVIDER DETAILS

Name: IHOR HRYTSENKO

Legal form: JDG

Registered address: Region Śląskie, Gliwice, ul. Czwartaków 11/27, Poland

NIP: 6312731797 | REGON: Śląskie

E-mail: medsales.academyonline@gmail.com

Website: <https://medsales-academy.sendpulse.courses/>

Bank account (PLN): 74102023680000220206911350

*This Agreement constitutes a public offer and does not require signature.
By making a payment or registering, the Customer confirms full acceptance of the Agreement terms.*