

General Terms and Conditions

- for adult education services in accordance with the provisions of Act LXXVII of 2013 on adult education (hereinafter as: „**AE Act**”) –

Last updated: 1st September 2020

In order to make the changes of present General Terms and Conditions more transparent we summarize each modification in the chart below with indicating the most important changes and the date from which the changes are effective:

Version	Effective period	Changes	Downloaded
v1	01.09.2020-	Initial version	

The aim of present General Terms and Conditions (hereinafter as: „**GTC**”) is to govern the legal relationship between

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Registered seat: **1192 Budapest, Taksony utca 6. fszt. 1., Hungary**

Company registration number: **01-09-170431**

Tax number: **13024583-2-43**

Registered by: **Company Registry Court of the Metropolitan Court of Budapest**

Adult education registration number: **B/2020/005584**

Represented by: **Attila Gáspár, Tibor Hegyi and Dániel Marczisovszky managing directors individually**

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(hereinafter as: “**META-INF**”)

and the users (hereinafter as: “**Participant**”) of the service provided under and described in detail by present GTC.

1. Introduction

- 1.1 Based on the agreement concluded with Atlassian Pty. (Hereinafter: “**Atlassian**”) META-INF Kft. has Atlassian Platinum Solution Partner qualification.
- 1.2 META-INF is a company registered in Hungary engaged in the sale of computer solutions developed by Atlassian or additional solutions developed by third parties related to these systems, as well as providing system-related trainings, system configuration, consulting related to building the most optimal system, product tracking and ancillary activities.
- 1.3 The purpose of present GTC is to govern the legal relationship between META-INF and the Participant in case the Participant participate in any training (hereinafter as: “**Service**”) organized by META-INF i.e. when META-INF provides educational services for the Participant.
- 1.4 META-INF informs the Participant that the detailed description of the training, the duration of the training in hours, expected start and end date, schedule is detailed on the application sheet (hereinafter as: “**Application Sheet**”). The specimen of the Application Sheet is enclosed to present GTC as Appendix 1.
- 1.5 By signing the Application Sheet, the Participant acknowledges that the general rules of the legal relationship between the parties is contained in present GTC and at the same time accepts its provisions as binding. META-INF informs the Participant that the Application Sheet signed by the Participant is an inseparable attachment of present GTC and shall be interpreted in accordance with the GTC and these two documents constitute the contractual will of the parties.

2. Purpose of the GTC

- 2.1 The purpose of present GTC is to regulate the rights and obligations of META-INF and the third party concluding a contract for the performance of the Service as an Participant in a unified structure, as well as the rules concerning the legal relationship between the parties.
- 2.2 Present GTC regulate the general rights and obligations of the parties. In case of any discrepancy between the provisions of the GTC and the Application Sheet, the provisions of the Application Sheet shall prevail.

3. Rights and obligations of the parties

- 3.1 META-INF undertakes to organize training in the subject and for the person specified in the Application Sheet, and to provide education during the training in accordance with the topics previously specified by META-INF.
- 3.2 META-INF provides the material and personal conditions necessary for carrying out the training and through which the purpose of the training can be achieved. The location of the training will be indicated on the Application Sheet however, the Participant is obliged to provide equipment such as a computer, writing instrument, notebook, etc. necessary for the training. META-INF reserves the right to change the location of the training, in case of which the Participant will be notified by e-mail.
- 3.3 META-INF is obliged to keep an attendance sheet about the training, which contains the names and signatures of those who participated in the training in order to certify participation in the training. In the event that the training is not held with personal attendance but online, an e-mail confirmation of the participants acknowledging their participation in the online course will be considered as an attendance sheet.
- 3.4 META-INF is obliged to notify the Participant of any circumstances due to which the training cannot be held at time specified previously by META-INF, and is obliged to inform whether the training will be held afterwards or not, and if so, when.
- 3.5 The Participant is entitled to withdraw from the contract before the start of the training, however, in this case, META-INF may, in its sole discretion, require the Participant to pay the following fees upon META-INF's written request, within the 5 days specified therein:
 - if it takes place within 10 days before, but 3 days beyond the training, the Participant may be required by META-INF to pay an amount equal to 25% of the training fee as a default penalty;
 - if the Participant does not show up at the scheduled time of the training or cancels it within 3 days before the day of the training, the Participant may be requested by META-INF to pay an amount equal to 50% of the training fee as a default penalty;
 - Shall the Participant re-apply for a training organized by META-INF within three months of the occurrence of the above circumstances, then the Participant will not be subject to the penalty payment obligation specified in this section.
- 3.6 In case the default penalty detailed in Section 3.5. shall be applied then META-INF is entitled to collect it by setting it off from the amount that shall be paid back to the Participant i.e. only the difference of the two amounts shall be paid back.
- 3.7 META-INF reserves the right to cancel the training 5 working days before its scheduled date if the pre-determined minimum number of people has not confirmed their intention to participate. The minimum number of attendance is always indicated on the META-INF website. In such a case, the Participant is either entitled to a refund of any training fee paid by him / her, or to use the payment in a later training without any time limit.
- 3.8 In its sole discretion META-INF may provide a description of the training topics that are subject to the training, which may be done electronically or in paper form. The topics provided by META-INF will either be physically handed over to the participants or, if they are also available electronically, META-INF will send them to the e-mail address provided by the Participant. If a participant refuses to provide an electronic

address or does not have such an address, no electronic topics or lectures will be sent to him / her and in which case META-INF shall not be liable.

- 3.9 Any training aids, topics, documentation and video recording that may be provided to the Participant during the training, regardless of being printed or in an electronic form, are the exclusive intellectual property of META-INF, in connection with which META-INF grants the Participants a limited right of use, i.e. they may use any materials handed over in the course of their work, but may not make copies of them and may not share them in any form without the prior written consent of META-INF..
- 3.10 META-INF cannot guarantee that after completing the training, all Participants will acquire the proper knowledge of the training material, as it is depending on the individual abilities of each Participant.
- 3.11 META-INF undertakes to fulfill its obligation to provide statistical data specified in the effective Adult Education Act and, if not prohibited by the Participant, to provide the data specified by law to the state authority for professional training and adult education.
- 3.12 The Participant undertakes to fulfill the obligation to pay the fee and to participate in the training and to certify his / her attendance in accordance with the provisions of Section 3.3.
- 3.13 The Participant undertakes not to engage in any conduct during the training that would infringe or prejudice the rights or legitimate interests of META-INF, other Participants or any instructors. The Participant is liable for any damage caused in accordance with the prevailing provisions of the law.
- 3.14 The Participant is obliged to notify META-INF of any changes in his / her data during the training within 3 days of the change and at the request of META-INF to present a document supporting the change.
- 3.15 The Participant also undertakes to verify the accuracy of his / her personal data by presenting his / her documents, and to hand over his / her identity documents to META-INF during the conclusion of the contract.

4. Fee

- 4.1 The Participant shall pay the training fee (hereinafter: **“Fee”**) to META-INF within the deadline as stipulated in the invoice issued by the same. Shall the Participant fail to fulfil his / her payment obligation within the deadline specified on the invoice, then he / she is not entitled to take part in the further educational services of META-INF.
- 4.2 META-INF informs the Participant that if, within 3 working days after the completion of the training, he / she proves with detailed, real and credible proof that the training did not meet his / her expectations, META-INF undertakes to refund the Fee.

5. Consequences of breaching the provisions of the GTC

- 5.1 The Participant declares that prior to the commencement of the training, META-INF provided him / her appropriate time to get familiar with the training program.
- 5.2 META-INF is entitled to exclude the Participant from further participation in the training if the Participant endangers the other participants of the training or the instructor, or his / her behavior regularly disrupts the training and thus prevents the contractual performance of the training or if he / she breach any provisions of present GTC.
- 5.3 If a Participant is excluded from or does not attend to the training without a verifiable reason, he / she is not entitled to any refund.
- 5.4 If either party fails to comply with the provisions of the agreement after the receipt of a written notice from the other party, the injured party may terminate the contract with immediate effect.

5.5 The Participant acknowledges that his / her personal data as defined in this contract and all information related to this contract is processed by META-INF in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council 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 and Article 21 of the AE Act and may forward them to organizations and authorities defined by law The privacy policy of META-INF is available at the following link: <https://www.meta-inf.hu/en/atlassian-training/kepzesek-adatvedelmi-tajekoztato/>

6. Miscellaneous provisions

- 6.1 The fact that any provision of present GTC or the Application Form is held to be invalid or is likely to become invalid in the future shall not affect the validity of them as a whole. The remaining parts shall be construed and enforced without regard to partial invalidity. In such a case, the parties are obliged to enter into negotiations in good faith in order to replace the provision with the solution closest to the economic concept of both parties. The same procedure shall apply in the event if present GTC or the Application Form does not govern a matter.
- 6.2 Present GTC and its attachment constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior representations, consultations and agreements between the parties with respect to the subject matter hereof.
- 6.3 The Participant is not entitled to assign or transfer its rights or obligations under these GTC and the Application Sheet without the prior written permission of META-INF.
- 6.4 META-INF reserves the right to supplement or amend present GTC for the purpose of developing, improving or adapting its Service to the relevant legislation or for any other purpose. META-INF informs the Participant about the modification before it enters into force. If the modification is detrimental to the Participant, the Participant is entitled to terminate the GTC, no later than within five working days from the notification. The termination shall take effect on the date on which the amendments enter into force. If the Participant participates in the training after the above deadline, META-INF shall interpret it as acceptance of the amendment. Amendments are never retroactive.
- 6.5 Shall META-INF fail to exercise any or all of its rights under this GTC it shall not constitute a waiver of such rights.
- 6.6 META-INF does not apply a term in this GTC that differs materially from law or standard contractual practice, or any term that differs from any terms previously applied between the Participant and META-INF with respect to which, the Participant will not be notified separately.
- 6.7 In the event of their disputes arising from this GTC or the Application Form, the parties shall try to resolve the problems arising primarily by negotiation. If no agreement is reached within a reasonable time to resolve the dispute arising from this GTC, the parties set out the jurisdiction of the courts of Hungary and agree to resolve any disputes arising out of, or in connection with the breach, termination, validity or interpretation of this GTC, depending on the value of the dispute before the court having competence specified by Act CXXX of 2016 on Civil Litigation Procedures.
- 6.8 In matters not regulated by present GTC or the Application form the laws of Hungary especially the provisions of the Civil Code, the AE Act and Government Decree no.11/2020 (II.7.) on the implementation of the adult education act shall prevail.