

DISTANCE AGREEMENT for software testing training courses

This Distance Agreement (the “Agreement”) is entered into by and between: SIA Planet of Testing, registered under the laws of Republic of Latvia, having its legal address at Matisa street 79, Riga, Latvia, LV-1009, registration number 40203039742 (the “Service Provider”) and any natural or legal person (the “Service Recipient”) who is applying for a Service.

When submitting application for a selected course and before proceed to payment, the Service Recipient by pressing the button “AGREE” confirms that he or she becomes familiar with this Agreement and provisions thereof, they are understandable and the Service Recipient agrees to comply with them.

1. SUBJECT OF THE AGREEMENT

1.1 The Service Provider provides software testing training courses for the Service Recipient in accordance with terms and conditions stipulated herein. The details of software testing training courses indicated on the Service Provider's websites: <https://qa-academy.pl>, <https://qa-academy.lv>

1.2 The Service Recipient shall pay the fee in accordance with the price which is in effect at the time of submitting the application as indicated on the Service Provider's website <https://qa-academy.pl>, <https://qa-academy.lv>

1.3 The Service Provider reserves the right to unilaterally change and/or supplement the Distance Agreement at any time without notice. Notwithstanding the foregoing, the terms and conditions of the Distance Agreement in force at the time of the application sent by the Service Recipient shall apply.

2. TERMS AND DEFINITIONS

2.1 The Service Provider - SIA Planet of Testing

2.2 Service - Software testing training courses provided onsite in a real -time mode by the Service Provider for the recipient of the services in a form of a training session and/or webinar.

2.3 The Service recipient - any natural or legal person who applied for the selected software testing course organised by the Service Provider and fullfills all the conditions for applying for the course stipulated in this Agreement.

2.4 Service Recipient’s Account -account created by the Service Provider for the purposes of Service Recipient’s participating in the training course contained specific information and data related the training process.

2.5 Personal Data - any information relating to an identified or identifiable natural person.

2.6 Agreement – agreement between the Service Provider and the Service Recipient, concluded in accordance with the terms and conditions stipulated in this Agreement.

2.7 Party/ies – the Service Provider and/or the Service Recipient individually and jointly.

3. TERMS OF SERVICE

3.1 To apply for a training course, the Service Recipient must fill out the application on Service Provider’s website for a selected course.

3.2 The Service Provider shall accept the application by sending email with confirmation to the Service Recipient. If the Service Recipient does not receive a confirmation email, the application shall be deemed not accepted.

3.3 The Services shall be conducted online via Internet by using Zoom or other technologies for remote access as communicated in advance. The Services are held in group with other participants.

3.4 Upon payment for the Service received the Service Provider shall register the Service Recipient's account. The username and password (credentials) are sent to the email specified in the Service Recipient's application.

3.5 The username and password used by the Service Recipient to access the Account shall be renewed by the Service Provider upon the Service Recipient's request, provided that the Service Recipient has a valid contact e-mail as specified in the application for the provision of the Service.

3.6 The Service Recipient shall bear full responsibility for acts and/or omissions that lead to the disclosure, loss, theft, etc. of the Service Recipient's credentials and other information that individualizes the Service Recipient, as well as for any acts and/or omissions of third parties that use the Service Recipient's credentials.

3.7 The use of the Service Recipient's account prohibits any activities aimed at obtaining unauthorised access to the Service Provider's infrastructure, internal resources, personal credentials and any other data and information.

3.8 The Service Recipient shall use all reasonable endeavours to prevent defects and failures while using its account, including ingress of harmful components, viruses etc. The Service Provider is unable to guarantee the permanent complete error-free operation of the entire system due to the nature of the Service.

3.9 The Service Provider may suspend the access to account for the time necessary to carry out planned preventive maintenance work by notifying the Service Recipient in advance.

3.10 The methodology and format of the Services shall be determined solely by the Service Provider, taking into account to the best of the Service Provider's efforts the Service Recipient's wishes expressed prior to payment for the Service and during the training.

3.11 The Service Provider shall contact the Service Recipient in advance and inform the Service Recipient of the date and time of the training.

3.12 The Service Recipient is not entitled to reschedule the training.

3.13 The Service Provider is entitled to reschedule training sessions in case of reasonable reasons (for instance, sickness of instructor, public holidays, issues with Internet connection) to another time as agreed by the parties.

4 RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1 The Service Provider undertakes to:

4.1.1 provide the Services in a professional manner to the Service Recipient in accordance with this Agreement;

4.1.2 keep records of the Service Recipient's payment for the Services;

4.1.3 respect the confidentiality of the Service Recipient's credentials;

4.1.4 inform Service Recipient of changes in the schedule (by phone or email).

4.2 The Service Recipient undertakes to:

4.2.1 cooperate with the Service Provider and course instructors;

4.2.2 not to take any actions that may damage the software and the Service Provider's technical means;

- 4.2.3 pay for the Services in full in accordance with this Agreement;
- 4.2.4 respect the confidentiality of their credentials and take measures to protect them from loss, theft, damage, etc;
- 4.2.5 meet the requirements indicated in clause 7 of this Agreement.
- 4.3 The Service Provider's rights shall be as follows:
 - 4.3.1 to prevent the Service Recipient from attending the course if the fee for the Service is not received;
 - 4.3.2 to choose the training methodology, format and means;
 - 4.3.3 to replace the instructor at its own discretion;
 - 4.3.4 to rescheduled the class.
- 4.4 The Service Recipient's rights shall be as follows:
 - 4.4.1 to receive Service in accordance with the course program and this Agreement;
 - 4.4.2 to ask questions/ request information and consult with the course instructor regarding the content of the course;
 - 4.4.3 after successful completion of the course obtain an e-certificate of QA Academy.

5 PRICE AND PAYMENT PROCEDURE

- 5.1 The fee for the Services varies depend on the selected course and indicated on the website and in the invoice sent to the Service Recipient's e-mail and/or account.
- 5.2 Services shall be paid for on a prepaid basis no later than the start date of the course unless otherwise agreed by the parties. The Service Recipient shall make payment by using a link provided on the website and related instruction or the link for payment along with the instruction sent by the Service Provider.
- 5.3 The date of payment shall be the date on which the amount is credited to the Service Provider's bank account.
- 5.4 The Service Provider shall make changes to the fees by publishing new prices on the Service Provider's website. The new service charges shall not apply to the Service Provider's already paid Service.
- 5.5 The Service Recipient is entitled to use the right of withdrawal and unilaterally to withdraw from the Agreement, by notifying the Service Provider via contact@qa-academy.eu. The amount of the refund shall be calculated in proportion to the part of the Service that will not be provided to the Service Recipient as a result of the cancellation.

6 LIABILITY

- 6.1 In respect of matters not covered by this Agreement, as well as in case of disputes arising in the performance of this Agreement, the Parties shall be guided by the legislation of the Republic of Latvia.
- 6.2 The Service Recipient shall be liable for any acts and/or omissions, both intentional and unintentional of itself or any third party caused by such actions related to unauthorized access to or use of its credentials, which caused damage, theft, loss, disclosure or any violation of the applicable legislation, as well as for any damage caused to the Service Provider due to the aforementioned acts and/or omissions.

6.3 The Service Provider shall not be liable for any malfunction of the Internet, the quality network connection/ operation of Internet or other relevant lines and equipment not managed by the Service Provider and their availability to the Service Recipient.

6.4 The Service Provider shall not be liable to the Service Recipient and shall not refund monies paid by the Service Recipient under this Agreement in the event that the Services are not provided due to the fault of the Service Recipient, in particular due to non-attendance or network issues of the latter.

6.5 The Parties shall be exonerated from liability for partial or total non-performance of their obligations under this offer if such non-performance is due to natural phenomena, objective external factors and other force majeure for which the parties are not responsible and the adverse effects of which could not have been avoided by them.

6.6 The Service is provided under the terms and conditions of this Agreement. The Service Provider does not provide any representations or guaranties except as stipulated herein.

7 TECHNICAL REQUIREMENTS

7.1 The Service Recipient hardware and software requirements to connect to resources and training using remote technologies:

7.1.1 Software Requirements: Internet connection and one of the following web browsers:

Google Chrome – latest version:

Firefox – latest version:

Any archiver that supports the .rar extension must be installed.

7.2 Hardware requirements: as a minimum, a computer with the following characteristics:

Processor Pentium IV;

Operating system Windows 7, 10, 11 (or any other with the ability to install Windows as guest OS on a virtual machine);

RAM not less than 2 Gb;

Free hard disk space not less than 2 Gb (not less than 30 Gb if your system is not Windows to be able to install a guest OS).

7.3 In the event of simultaneous access to the Service Recipient's Account from different ip or mac addresses, the Service Provider shall have the right to block the Service Recipient's Account after prior notification if the reasonable explanations are not provided by the Service Recipient.

7.4 The Service Provider shall not provide hardware and software adjustment and/or diagnostics or any technical assistance to the Service Recipient related to network connection, the software or other equipment.

8 INTELLECTUAL PROPERTY RIGHTS

8.1 Intellectual property rights to any materials published on the website or contained in the trainings and webinars belong to the Service Provider or persons who entered into an agreement with the Service Provider giving latter the right to use the results of intellectual activity of such persons, and are protected in accordance with the applicable laws and regulations of the Republic of Latvia.

8.2 The Service Recipient shall be liable in accordance with the applicable legislation for the acts and/or omissions that may cause infringement of the Service Provider's intellectual property rights.

8.3 All training materials may only be used by the Service Recipient for the training courses matters. The Service Recipient are not entitled to use the results for any other purpose, including supplying or disclosing such results to any third parties without prior written consent of the Service Provider.

9 PROCESSING OF THE SERVICE RECIPIENT'S PERSONAL DATA

9.1 The Service Provider shall process Personal Data in accordance with applicable legislation and as provided in the Privacy Notice published on the Service Provider's website.

9.2 Personal data may be used to comply with the Service Recipient's obligations under applicable laws and regulations and for the purposes of ensuring communication between the parties, contract conclusion and execution and accounting of payments and debts made by the Service Recipient.

9.3 The Service Provider will not disclose the Service Recipient's personal data, except as provide by applicable legislation, this Distance Agreement and Privacy Notice.

10 OTHER PROVISIONS

10.1 This Agreement constitutes the entire agreement between the Service Provider and the Service Recipient.

10.2 The Agreement shall come into force at the moment of submitting an application form, if the conditions of application, which are defined in the Agreement, have been met, and the Service Provider has approved it and shall remain in force until the obligations of the Parties have been fully completed.

10.3 This Agreement has been made and its provisions shall be interpreted in accordance with the laws of the Republic of Latvia.

10.4 Any disputes and disagreements which could arise or will arise between the Service Provider and the Service Recipient during the performance of this Agreement, the parties shall settle through mutual negotiations. The Service Recipient shall send the claim to e-mail contact@qa-academy.eu

10.5 If agreement between the parties is not reached within 60 (sixty) days from the day of arising of disagreements/disputes, the dispute shall be settled in accordance with the applicable laws and regulations of the Republic of Latvia in the courts of the Republic of Latvia.

10.6 This Agreement has been made in Latvian and English. In case of disagreements and disputes the text in Latvian shall prevail.

12. CONTACT DETAILS

SIA Planet of Testing

Registration number: 40203039742

Legal address: Matisa iela 79, Riga, LV-1009

Phone number: +371 676 511 85

Email: contact@qa-academy.eu

Websites: <https://qa-academy.pl>

<https://qa-academy.lv>