POWER TECHNOLOGY P.S.A.

TRAINING TERMS AND CONDITIONS

Version 2.0 · Effective from: to be confirmed

DRAFT — document pending legal review

> Draft for review by a lawyer before publication. This English version is provided for information; in case of discrepancies the Polish version prevails.

§ 1. General provisions

1. These terms and conditions (hereinafter: the "Terms") set out the rules for concluding and performing contracts for participation in FPV drone piloting courses organised by Power Technology P.S.A., including contracts concluded at a distance via the website fpv.power-technology.pl.
2. The Organiser of the Courses and the sole party to the Contract concluded with the Buyer is Power Technology P.S.A., with its registered office in Lubicz Górny, ul. Widokowa 8, 87-162 Lubicz Górny, Poland, entered in the Register of Entrepreneurs of the National Court Register (KRS) under number 0001087392 [TO BE COMPLETED: registry court keeping the company's files – as per the KRS extract], NIP (tax identification number) 8792755036, REGON (statistical number) 527760094, email address: biuro@power-technology.pl.
3. The Co-organisers of the Courses are Militarne Borne and the Museum of Military History in Borne Sulinowo (Muzeum Militarnej Historii w Bornem Sulinowie), which cooperate with the Organiser in preparing and running the Courses. The Co-organisers are not parties to the Contract. The Organiser is liable to the Buyer for the performance of the Contract, also where it uses the Co-organisers, instructors or other subcontractors to perform it (Article 474 of the Civil Code).
4. The Organiser can be contacted:
   - a) by email at: biuro@power-technology.pl,
   - b) via the Customer Panel,
   - c) in writing, at: Power Technology P.S.A., ul. Widokowa 8, 87-162 Lubicz Górny, Poland.
5. The Organiser's full contact details, including its telephone number, are given on the Website under "Contact". [FOR LAWYER REVIEW: Article 12(1)(3) of the Consumer Rights Act requires the consumer to be informed – at the latest when the consumer expresses the will to be bound by the contract – of, among other things, the trader's telephone number; since the telephone number is not given in the Terms, it must be displayed on the Website or during the Order process.]

6. The Terms are made available free of charge on the Website before the Contract is concluded, in a way that allows them to be downloaded, stored and printed. The Buyer receives the Terms in PDF format in the email confirming the conclusion of the Contract.
7. The rules for using the Website, the Account and the Customer Panel are set out in the Terms of Service Provided by Electronic Means. The rules for processing personal data are set out in the Privacy Policy, and the rules for using cookies in the Cookie Policy.
8. Group courses for military units, services, businesses and other institutions are delivered on the basis of separate contracts. In matters not governed by those contracts, the Terms apply accordingly.

§ 2. Definitions

Capitalised terms used in the Terms have the following meanings:

1. **Organiser** – Power Technology P.S.A., referred to in § 1(2).
2. **Co-organisers** – Militarne Borne and the Museum of Military History in Borne Sulinowo.
3. **Website** – the website run by the Organiser at fpv.power-technology.pl.
4. **Course** – the FPV drone piloting training service provided by the Organiser to a Participant, described in § 3, delivered in the Standard Variant or the Shortened Variant.
5. **Standard Variant** – a 7-day Course from scratch, including the A2 and STS-01 courses and exams.
6. **Shortened Variant** – a 6-day Course for holders of a valid STS-01 certificate, starting on the second day of the Standard Variant.
7. **Course Date** – a specific edition of the Course published on the Website, stating its dates, location, number of available places, Price and payment terms.
8. **Buyer** – an adult natural person with full legal capacity, a legal person or an organisational unit without legal personality that has legal capacity under statute, who places an Order and concludes the Contract with the Organiser.
9. **Consumer** – a Buyer who is a natural person concluding the Contract for a purpose not directly related to their business or professional activity (Article 22^1 of the Civil Code).
10. **Sole Trader with Consumer Rights** – a Buyer who is a natural person concluding a Contract directly related to their business activity, where the content of the Contract shows that it is not of a professional nature for that person (Article 7aa of the Consumer Rights Act); details are set out in § 11.
11. **Participant** – a natural person named in the Order as a participant in the Course. The Buyer may also be a Participant.

12. **Minor Participant** – a Participant who, on the day they start taking part in the Course, has reached the age of 16 but not 18.
13. **Supervising Adult** – an adult Participant included in the same Order and named in it as the person responsible for a Minor Participant for the duration of the Course.
14. **Order** – the Buyer's declaration of intent submitted via the Website with a view to concluding a Contract for one or more Participants.
15. **Contract** – the contract for the provision of a training service concluded between the Organiser and the Buyer under the Terms. To the extent that the Course is to be provided to Participants other than the Buyer, the Contract is a contract for performance for the benefit of a third party (Article 393 of the Civil Code).
16. **Price** – the total gross amount for one Participant's participation in the Course on a given Course Date and in a given Variant, shown on the Website next to the Course Date.
17. **Order Value** – the sum of the Prices for all Participants included in the Order.
18. **Deposit** – an amount equal to 30% of the Order Value, rounded to whole zloty or whole euro, paid as earnest money (zadatek) within the meaning of Article 394 of the Civil Code.
19. **Balance** – the remaining part of the Order Value, payable after the Deposit has been paid.
20. **Account** – the Buyer's account on the Website, created under the Website Terms.
21. **Customer Panel** – the part of the Website available after logging in to the Account, which in particular allows the Buyer to view Orders and payments, complete invoice details and Participants' details, download documents and submit a notice of withdrawal from the Contract.
22. **Durable Medium** – a material or tool that enables information addressed personally to the recipient to be stored in a way that allows access to it in the future for a period appropriate to the purposes of the information and its reproduction in unchanged form (Article 2(4) of the Consumer Rights Act), in particular an email with attachments in PDF format.
23. **Warsaw Time** – the official time in force in the Republic of Poland (time zone Europe/Warsaw).
24. **Civil Code** – the Polish Act of 23 April 1964 – Civil Code.
25. **Consumer Rights Act** – the Polish Act of 30 May 2014 on Consumer Rights.
26. **Website Terms** – the Terms of Service Provided by Electronic Means applicable on the Website.
27. **Privacy Policy** – the document describing the rules for the processing of personal data by the Organiser, available on the Website.

§ 3. The Course – subject matter and scope

1. The Course in the Standard Variant is a 7-day FPV drone piloting course from scratch, held on the training area in Borne Sulinowo. It includes theoretical classes, simulator sessions and practical

field sessions, the A2 course and exam (remote pilot competency in subcategory A2 of the open category) and the STS-01 course and exam (remote pilot competency for operations under standard scenario STS-01 in the specific category).

2. The Course is run in a group of no more than 10 Participants. The number of available places on a given Course Date is shown on the Website.
3. A person holding a valid STS-01 certificate may take part in the Course in the Shortened Variant, which starts on the second day of the Standard Variant. The Price of the Shortened Variant is lower and is shown next to the Course Date. The scope of the exams included in the Shortened Variant is stated in the description of the Course Date.
4. If the Shortened Variant is chosen, the Buyer provides the Participant's STS-01 certificate number in the Order (or adds it in the Customer Panel before the Course starts). The Organiser verifies the validity of the certificate before the Course starts, and the Participant presents the certificate on site.
5. If the validity of the STS-01 certificate cannot be confirmed, the Organiser informs the Buyer without delay and proposes:
    - a) the Participant's participation in the Standard Variant, after the difference in Price has been paid – provided there are places available on the Course Date, or
    - b) a change of Course Date under § 12(1).
6. If the Buyer does not accept either of the proposals referred to in paragraph 5, the Contract is terminated in the part relating to that Participant, and the Organiser refunds the payments attributable to that Participant within 14 days. However, if the Buyer or the Participant knowingly provided false information about the certificate held, the provisions on non-performance of the Contract by the Buyer apply, including § 7(9)(a).
7. The Price of the Course includes:
    - a) training equipment: drones, FPV goggles, radio transmitters (radios), simulators and spare parts,
    - b) field uniform and personal protective equipment for the duration of the Course,
    - c) the A2 and STS-01 exams to the extent stated in paragraph 1 or in the description of the Course Date (Shortened Variant),
    - d) lunches and dinners on the days of the Course.
8. The Price does not include accommodation, breakfasts or travel to and from the Course location. After the Order has been placed, the Organiser sends the Buyer a list of accommodation providers near the Course location. The list is for information only – the Organiser is not a party to contracts concluded with accommodation providers and is not liable for their performance. The Organiser

recommends booking accommodation and travel with free cancellation.

9. The detailed programme and schedule of each day, class hours, the meeting point, the language of the Course and the list of things the Participant should bring are set out in the description of the Course Date on the Website and in the information provided by the Organiser before the Course.
10. The A2 and STS-01 exams are conducted in accordance with Commission Implementing Regulation (EU) 2019/947 and national law by an entity authorised to do so [TO BE COMPLETED: the entity conducting the A2 and STS-01 exams and the basis of its authorisation, e.g. entry in the register of, or recognition by, the President of the Civil Aviation Authority]. The Participant undertakes to complete the steps required by law in order to take the exams (e.g. registration in the IT system of the Civil Aviation Authority, providing data consistent with their identity document), of which the Organiser informs the Participant after the Order has been placed.
11. The exam result depends on the Participant's knowledge and skills. The Organiser does not guarantee that the Participant will pass the exam. Documents confirming competency are issued by the competent authority or entity in accordance with the law. [FOR THE ORGANISER TO DECIDE: the rules and any cost of retaking an exam that has not been passed.]
12. The Organiser may change the order of classes, their hours or the instructors, and replace practical field sessions with simulator sessions or theoretical classes, if required by weather conditions, safety considerations, airspace restrictions, or decisions of public authorities or of the manager of the area. Such changes may not affect the essence of the Course or reduce its overall scope; where possible, the Organiser runs practical sessions that could not take place on subsequent days of the Course. Material changes to the Course are governed by § 13.

§ 4. Participants and Buyers

1. A Participant may be a person who, on the day they start taking part in the Course, has reached the age of 18, subject to paragraph 2.
2. A Minor Participant may take part in the Course only if both of the following conditions are met:
   - a) the Order includes at least one adult Participant named as their Supervising Adult, and
   - b) no later than before classes begin on the first day of their participation in the Course, the Organiser receives the original written consent of a parent or legal guardian to participation in the Course, drawn up according to the template in Annex 2 to the Terms (available for download on the Website and in the Customer Panel) or in another form containing at least the same data and declarations.
3. A person who, on the day they start taking part in the Course, has not reached the age of 16 may not be a Participant. If the Order includes such a person, the Organiser informs the Buyer without delay, the Contract is terminated in the part relating to that person, and the Organiser refunds the

payments attributable to that person within 14 days.

4. The Supervising Adult is responsible for the Minor Participant throughout the Course, including outside classes (in particular during free time and at the place of accommodation). The Organiser supervises the Minor Participant only during classes and to the extent related to running them and to safety; it does not assume parental custody. If the Supervising Adult does not attend the Course, withdraws from it or is excluded from it, the Minor Participant may not start or continue participation in the Course; in such a case § 12(4)–(5) apply accordingly.
5. Only an entity referred to in § 2(8) may be a Buyer. The Buyer:
    - a) is a party to the Contract and is responsible for paying for all Participants included in the Order,
    - b) passes on to each Participant the Terms, information about the Course Date and organisational messages received from the Organiser,
    - c) ensures that the Participants have read the Terms and will comply with them,
    - d) declares that they are entitled to provide the Participants' personal data to the Organiser, and informs the Participants of the Privacy Policy,
    - e) provides Participants' details consistent with their identity documents.
6. The Participant should carry an identity document (identity card or passport) – for the purpose of verifying identity and age and of admission to the exams.
7. The Participant should be in a state of health that allows them to take part in classes held in field conditions, including physical exertion and the use of FPV goggles. The Organiser does not require a medical certificate. Persons with conditions that may affect safety (e.g. epilepsy, including photosensitive epilepsy, balance disorders, severe motion sickness) should consult a doctor about their participation before placing an Order and inform the Organiser of the need for special precautions. The Organiser may ask the Participant to sign, on the first day of the Course, a declaration that they are not aware of any contraindications to taking part in the classes.

§ 5. Prices and currency

1. The Price for one Participant is set separately for each Course Date and Variant and is shown on the Website next to the given Course Date before the Order is placed. The Terms do not specify the amount of the Prices.
2. Prices are gross prices, i.e. they include VAT where applicable. Before placing the Order, the Buyer sees the Order Value, the selected payment plan, the amount of each payment and the payment deadlines.
3. The settlement currency depends on the country stated in the billing details of the Order:

- a) Poland – Polish zloty (PLN),
- b) any other country – euro (EUR).

4. The currency is fixed when the Order is placed and cannot be changed afterwards. All payments and refunds relating to the Order are made in that currency.
5. The Organiser does not charge additional fees for making a payment. Any fees charged by the Buyer's payment service provider (e.g. for currency conversion) result from the Buyer's contract with that provider.
6. A change of Price on the Website does not affect Orders placed before that change.
7. Where a Price is reduced, the Organiser states the lowest price applied in the 30 days before the reduction, in accordance with the Polish Act of 9 May 2014 on Informing about the Prices of Goods and Services.

§ 6. Placing an Order and concluding the Contract

1. To place an Order, the Buyer:
   - a) selects the Course Date and Variant on the Website,
   - b) adds one or more Participants – no more than the number of places available on the given Course Date – and provides their details, and for a Minor Participant names their Supervising Adult,
   - c) provides their own details and billing details, including the country, which determines the settlement currency,
   - d) selects a payment plan, if more than one plan is available for the Order,
   - e) for the Shortened Variant – provides the Participant's STS-01 certificate number,
   - f) accepts the Terms and the Website Terms and confirms having read the Privacy Policy,
   - g) if the first day of the Course falls before the end of the withdrawal period – submits the request referred to in § 10(9),
   - h) confirms the Order with a button labelled "Order with obligation to pay" or another equivalent unambiguous wording.
2. Immediately before the Order is placed, the Website displays a summary of it, including in particular the main characteristics of the Course, the Order Value, the payment plan and deadlines, and information on the right of withdrawal from the Contract.
3. If the Buyer does not have an Account, an Account is created automatically while the Order is being placed. The Buyer can log in using a Google account or an email address and password, under the rules set out in the Website Terms.

4. Placing an Order constitutes an offer to conclude the Contract. After the Order has been placed, the Organiser sends an email to the Buyer's email address confirming acceptance of the Order. The Contract is concluded when the Buyer receives that email, i.e. when it has been delivered to a means of electronic communication in such a way that the Buyer could read its content.
5. The email referred to in paragraph 4 contains in particular: the Order details, the amounts and deadlines of the payments, the Terms in PDF format and the model withdrawal form. It constitutes confirmation of the conclusion of the Contract on a Durable Medium within the meaning of Article 21(1) of the Consumer Rights Act.
6. If the Buyer does not receive the confirmation email, they should check their spam folder and then contact the Organiser. The status of the Order is shown in the Customer Panel.
7. From the moment the Order is placed until the deadline for the first payment, places are reserved for the Participants included in the Order. Once the first payment has been credited, the places are confirmed.
8. Orders for a given Course Date are accepted until 3 days before the first day of the Course. In justified cases the Organiser may, on an individual basis, accept an Order after that deadline.

§ 7. Payments

1. Payments are made via the PayU online payment service operated by PayU S.A., with its registered office in Poznań. The available payment methods are indicated no later than at the beginning of the Order process and on the PayU payment page.
2. The date of payment is the moment the Organiser receives confirmation from PayU that the payment has been successfully completed. The payment status is shown in the Customer Panel.
3. When placing the Order, the Buyer chooses one of the payment plans:
   - a) single payment – payment of the entire Order Value within 7 days of placing the Order,
   - b) payment in two instalments – payment of the Deposit within 7 days of placing the Order and of the Balance no later than 10 days before the first day of the Course.
4. If the Order is placed later than 17 days before the first day of the Course, only the single payment is available, and it must be made within 48 hours of placing the Order, unless a different deadline is stated in the description of the Course Date and in the Order summary.
5. The amounts of the Deposit and the Balance are stated in the Order summary and in the email confirming the conclusion of the Contract. The Deposit is calculated on the Order Value and rounded to whole zloty or whole euro.
6. Payment deadlines are calculated according to Warsaw Time. A deadline stated in days expires at the end of its last day, at 23:59. The exact date and time at which each payment deadline expires

are stated in the email confirming the conclusion of the Contract and in the Customer Panel.

7. The Organiser may send reminders of upcoming payment deadlines and of the Course Date. Reminders are for information only – their absence or non-receipt does not change the payment deadlines or any other obligations of the parties. This does not apply to the demand for payment referred to in § 8(2).
8. In justified cases the Organiser may, on an individual basis and in the Buyer's favour, extend a payment deadline or agree a different payment schedule. Such an arrangement requires confirmation by the Organiser by email.
9. The Deposit paid is credited towards the Price. The consequences of non-performance of the Contract in relation to the Deposit are set out in Article 394 of the Civil Code, in particular:
    - a) if the Contract is not performed by the Buyer, the Organiser may withdraw from it and retain the Deposit,
    - b) if the Contract is not performed by the Organiser, the Buyer may withdraw from it and demand payment of twice the amount of the Deposit,
    - c) if the Contract is terminated or not performed as a result of circumstances for which neither party is responsible or for which both parties are responsible, the Deposit is refunded.
10. The provisions on the Deposit do not limit the right of withdrawal from the Contract referred to in § 10 – in the event of an effective withdrawal, the Organiser refunds all payments, including the Deposit. [FOR LAWYER REVIEW: the effectiveness of stipulating a deposit (zadatek) paid after the Contract has been concluded (within 7 days of placing the Order) – Article 394 § 1 of the Civil Code refers to a deposit "given when the contract is concluded".]
11. In the case of a single payment, the part of the payment corresponding to 30% of the Order Value (rounded to whole zloty or whole euro) constitutes the Deposit. [FOR THE ORGANISER TO DECIDE: whether, with a single payment, 30% of the Price is to constitute a deposit – if not, this paragraph should be deleted and § 12(3) adjusted accordingly.]
12. Refunds are made using the same means of payment as the Buyer used, unless the Buyer expressly agrees to a different means of refund that does not involve any costs for them.

§ 8. Consequences of late payment

1. If the first payment (the Deposit or the single payment) is not made on time, the reservation of places expires and the Contract is terminated when that deadline expires (condition subsequent). The places return to the pool of available places, and the Organiser informs the Buyer of this by email. The Organiser refunds any partial payment within 14 days. The Buyer may place a new Order if there are places available on the Course Date.

2. If the Balance is not paid on time, the Organiser sends the Buyer – by email and to the Customer Panel – a demand for payment setting an additional deadline of 48 hours from when the demand was sent.
3. If the deadline set in the demand expires without payment, the Organiser may, no later than before the first day of the Course, withdraw from the Contract in whole or in the part relating to the Participants for whom the Balance has not been paid, by sending the Buyer a statement by email, and retain the Deposit (Article 394 § 1 of the Civil Code). The Organiser refunds any payments exceeding the amount of the Deposit within 14 days.
4. Until it submits the statement of withdrawal, the Organiser may accept a Balance paid after the deadline.
5. Paragraphs 1–4 are without prejudice to the rights of the Consumer and the Sole Trader with Consumer Rights under the law, in particular the right to withdraw from the Contract under § 10.

§ 9. Invoices

1. The Organiser issues an invoice at the Buyer's request. The Buyer provides the invoice details in the Order or in the Customer Panel. A Buyer who is a consumer may request an invoice within 3 months from the end of the month in which the service was performed or all or part of the payment was received. For a Buyer who is a taxpayer, the Organiser issues an invoice in accordance with the VAT regulations.
2. Invoices, including invoices documenting receipt of the Deposit or other payments before the service is performed, are issued by the Organiser within the time limits laid down by law.
3. The Buyer accepts that invoices will be sent in electronic form to the email address given in the Order or in the Customer Panel. Invoices which by law are issued in the National e-Invoicing System (KSeF) are made available in that system, and the Buyer additionally receives a visualisation of them or a notice that they have been issued at their email address. [FOR ACCOUNTANT REVIEW: the scope of the Organiser's obligation to issue invoices in KSeF, the method of delivering invoices to consumers and the wording of the acceptance of electronic invoices.]
4. The Buyer is responsible for the correctness of the data provided for the invoice.

§ 10. Right of withdrawal from the Contract

1. A Consumer who has concluded the Contract at a distance may withdraw from it within 14 days of the date on which the Contract was concluded, without giving any reason and without incurring any costs, except for the costs referred to in paragraph 10 (Article 27 and Article 28(2) of the Consumer Rights Act).

2. To meet the withdrawal deadline, it is sufficient to send the notice of withdrawal before the deadline expires.
3. The notice of withdrawal from the Contract may be submitted:
    - a) using the withdrawal function in the Customer Panel – with the button "Withdraw from contract here" and then the button "Confirm withdrawal",
    - b) by email to biuro@power-technology.pl,
    - c) in writing, to the Organiser's address stated in § 1(2).
4. The notice may be submitted using the form whose template constitutes Annex 1 to the Terms, or in any other unambiguous form. Use of the model form is not mandatory.
5. The withdrawal function is made available in the Customer Panel permanently, in an easily accessible and clearly labelled way, throughout the period in which the right of withdrawal applies. It allows the Buyer to provide or confirm their name, the details identifying the Contract (Order number, Course Date and the Participants to whom the withdrawal relates) and the email address to which confirmation is to be sent. This function meets the requirements of Article 11a of Directive 2011/83/EU on consumer rights, added by Directive (EU) 2023/2673 of the European Parliament and of the Council, applicable from 19 June 2026. [FOR LAWYER REVIEW: the status of transposition of Article 11a of Directive 2011/83/EU into Polish law – as of October 2026 the implementing provisions were at the stage of a draft act amending the Consumer Rights Act and the Act on Consumer Pawn Loans (UC169), providing for the addition of Articles 30a and 30b to the Consumer Rights Act; once the act is adopted, adjust the wording of paragraphs 3 and 5 and the button labels; assess whether making the function available only after logging in to the Customer Panel is sufficient.]
6. The Organiser sends the Buyer, without delay and on a Durable Medium (by email), an acknowledgement of receipt of a notice of withdrawal submitted electronically, including its content and the date and time of submission.
7. Withdrawal may relate to the entire Contract or to the part of it relating to specified Participants. If the withdrawal relates to the Supervising Adult and the Order does not include another adult Participant able to take on that role, the Organiser informs the Buyer that the Minor Participant will not be able to take part in the Course (§ 4(4)).
8. In the event of withdrawal, the Contract (or the relevant part of it) is deemed not to have been concluded. The Organiser refunds all payments made, including the Deposit, without delay and no later than 14 days from the date of receipt of the notice of withdrawal, in accordance with § 7(12).
9. If the first day of the Course falls before the end of the withdrawal period, booking that Course Date is possible on condition that the Consumer, in the Order form, expressly requests that performance of the service begin before the end of the withdrawal period and acknowledges that

they will lose the right of withdrawal from the Contract once the Organiser has fully performed the service (Article 21(2) of the Consumer Rights Act). The field for submitting this request is displayed only in such a case. The Organiser confirms that the request has been made in the email confirming the conclusion of the Contract.

10. A Consumer who withdraws from the Contract after making the request referred to in paragraph 9 is obliged to pay for the services provided up to the moment of withdrawal (Article 35 of the Consumer Rights Act). This amount is calculated in proportion to the extent of the services provided, separately for each Participant covered by the withdrawal, as the product of the Price and the quotient of the number of Course days held in accordance with the schedule of the Course Date up to the moment of withdrawal and the total number of Course days in the given Variant. The day on which the notice was submitted is counted if classes on that day had already begun. The Organiser refunds the difference between the payments made and the amount due within the time limit stated in paragraph 8.
11. The right of withdrawal from the Contract does not apply if the Organiser has fully performed the service with the express prior consent of the Consumer, who was informed before performance began that they would lose the right of withdrawal from the Contract once the Organiser had performed the service, and who acknowledged this (Article 38(1)(1) of the Consumer Rights Act).
12. The right of withdrawal set out in this section also applies to a Sole Trader with Consumer Rights (§ 11). It does not apply to other Buyers; the rules for their cancellation are set out in § 12.

§ 11. Sole Trader with Consumer Rights

1. The consumer provisions contained in Chapter 4 of the Consumer Rights Act (right of withdrawal from a contract), and therefore § 10 of the Terms, apply to a natural person concluding a Contract directly related to their business activity, where the content of the Contract shows that it is not of a professional nature for that person, as follows in particular from the subject of their business activity made available under the provisions on the Central Register and Information on Economic Activity (CEIDG) (Article 7aa(1) of the Consumer Rights Act).
2. If the content of the Contract does not show whether it is of a professional nature for the person referred to in paragraph 1, that person may, no later than at the time the Contract is concluded, declare in the Order form that the Contract is or is not of a professional nature for them (Article 7aa(2) of the Consumer Rights Act). The Organiser does not make the conclusion of the Contract conditional on such a declaration.
3. The provisions on prohibited contractual clauses (Article 385^5 of the Civil Code) also apply to a Sole Trader with Consumer Rights.
4. [FOR LAWYER REVIEW: the scope of protection of a sole trader with consumer rights – Article 38a of the Consumer Rights Act has been repealed and the basis is now Article 7aa of that Act

(paragraph 2 in force since 27 November 2025); verify the current wording of Article 385⁵ of the Civil Code, the way the declaration under Article 7aa(2) is collected in the Order form, and whether the Course is of a professional nature, e.g. for persons running a business in drone services.]

§ 12. Change of Course Date, substitution, cancellation and non-attendance

1. At the Buyer's request, submitted by email or via the Customer Panel, the Organiser may move the specified Participants to another Course Date of the same Variant on which places are available. The change requires confirmation by the Organiser by email. Payments made, including the Deposit, are credited towards the new Course Date; if the Price on the new Course Date is higher, the Buyer pays the difference, and if it is lower, the Organiser refunds the difference. The deadlines for the remaining payments are set according to the new Course Date. [FOR THE ORGANISER TO DECIDE: until when a change of Course Date may be requested (proposal: no later than 10 days before the first day of the Course), whether the change is free of charge and how many times it may be used; whether to allow substitution of a Participant under paragraph 2.]
2. Within the time limit for changing the Course Date, the Buyer may name another person who meets the requirements of § 4 in place of a Participant, providing the details needed to register that person for the exams.
3. A Buyer who does not have the right of withdrawal from the Contract, or whose withdrawal period has expired, may cancel the participation of all or some Participants in the Course by submitting a statement by email or via the Customer Panel. In such a case the Organiser retains the Deposit attributable to the Participants covered by the cancellation (Article 394 § 1 of the Civil Code) and refunds the remaining payments within 14 days of receiving the statement. [FOR THE ORGANISER TO DECIDE: the settlement rules for cancellation after the withdrawal period has expired – proposed: retention of the Deposit and refund of the remaining payments.]
4. If a Participant does not turn up on the first day of their participation in the Course and does not start participating in it, and the Buyer has not previously cancelled or changed the Course Date, or if the Participant does not meet the conditions of participation set out in § 4 (in particular, the original consent of a parent or legal guardian was not presented or the Supervising Adult did not attend), the payments made for that Participant are not refundable. [FOR LAWYER REVIEW: the risk that forfeiture of all payments in the event of non-attendance, and no refund in the event of exclusion (§ 14(8)), may be held to be prohibited contractual clauses – Article 385³(12) and (17) of the Civil Code; consider limiting the consequences to the Deposit or to costs actually incurred.]
5. If a Participant, for reasons attributable to them, does not take part in part of the Course (e.g. because of arriving late or leaving early), the Price is not reduced. The Organiser may, without being obliged to do so, allow the Participant to make up the classes on another Course Date on which places are available.

6. The provisions of this section are without prejudice to the rights of the Consumer and the Sole Trader with Consumer Rights under § 10 and under mandatory provisions of law.

§ 13. Cancellation of a Course Date and material changes on the Organiser's side

1. The Organiser may cancel a Course Date or change the dates or location of the Course only for good reasons, which include:
   - a) force majeure, i.e. an external event that could not be foreseen or prevented (e.g. a natural disaster, an epidemic, acts of war),
   - b) decisions of public authorities, the introduction of airspace restrictions or the unavailability of the Course area for reasons beyond the Organiser's control,
   - c) weather conditions that make it impossible to run a significant part of the practical classes safely,
   - d) the sudden inability of the instructors to run the classes, if they cannot be replaced,
   - e) fewer Participants registering than the minimum number stated in the description of the Course Date – provided that the Buyer is informed no later than 10 days before the first day of the Course. [FOR THE ORGANISER TO DECIDE: whether to provide for a minimum number of Participants, what number, and by when to give notice of cancellation for this reason.]
2. The Organiser informs the Buyer of the cancellation of a Course Date or a material change to the Course without delay by email and in the Customer Panel. The Buyer may choose:
   - a) participation on another Course Date on which places are available, without having to pay any difference in Price (if the Price on the other Course Date is lower, the Organiser refunds the difference), or
   - b) a refund of all payments made, including the Deposit.
3. If the Buyer does not make a choice within 7 days of receiving the information, the Organiser refunds all payments made. The refund is made within 14 days of the choice being made or of the expiry of the time limit for making it.
4. The provisions of this section do not exclude or limit the Buyer's rights under the law, in particular under Article 394 of the Civil Code (the right to demand twice the amount of the Deposit if the Contract is not performed for reasons for which the Organiser is responsible), or claims for damages under general rules.

§ 14. Safety and rules of conduct

1. The Participant is obliged to comply with the Terms, the instructions of the instructors and other persons running the classes, the rules communicated during the safety briefing, the rules applicable in the Course area (including rules set by the Co-organisers or the manager of the area) and the law, including Commission Implementing Regulation (EU) 2019/947.
2. Participation in practical classes is possible only after attending the safety briefing on the first day of participation in the Course. Flights are carried out only in designated zones, at the time indicated by the instructor and under the instructor's supervision.
3. During the Course, flights are carried out only on the Organiser's equipment. Flying one's own equipment and switching on one's own transmitting devices (in particular radio transmitters and video transmitters) in the Course area without the instructor's consent is prohibited.
4. Bringing in, possessing and consuming alcoholic beverages, narcotic drugs, psychotropic substances, substitute substances and new psychoactive substances in the Course area is prohibited. The Participant may take part in classes only when completely sober and may not take part in classes after using such substances. A Participant taking medication that may affect their psychophysical fitness informs the instructor of this before classes begin.
5. The Organiser is entitled to test a Participant for sobriety using an electronic device (breathalyser), in particular before practical classes begin or if the Participant's behaviour suggests the consumption of alcohol. A Participant whose test shows the presence of alcohol in exhaled air, or who refuses to be tested, is not admitted to the classes; paragraph 7 applies. The Organiser records only the information necessary to document the grounds for non-admission or exclusion, under the rules set out in the Privacy Policy.
6. In addition, the Participant is obliged in particular to:
    - a) use the personal protective equipment and field uniform provided in accordance with the instructors' instructions and wear suitable outdoor footwear,
    - b) not leave the designated zones and routes,
    - c) not pick up, move or touch objects found in the area (in particular unexploded ordnance, ammunition and their components) and inform the instructor of them without delay,
    - d) observe fire safety rules, including smoking tobacco and using e-cigarettes only in designated places,
    - e) respect other Participants, the instructors and property, not record the image of other persons without their consent, and comply with restrictions on photography and filming in the Course area.
7. The Organiser may exclude a Participant from the Course with immediate effect if the Participant:

- a) is under the influence of alcohol or of the substances referred to in paragraph 4, or has refused to be tested for sobriety,
- b) violates the safety rules or the instructors' instructions in a gross manner or despite a warning,
- c) endangers life, health or property by their behaviour,
- d) intentionally damages equipment or property,
- e) grossly disrupts order or violates the personal rights of others.

8. Exclusion means withdrawal by the Organiser from the Contract in the part relating to the excluded Participant for reasons attributable to that Participant. Payments made for the excluded Participant are not refundable, without prejudice to the rights of the Consumer and the Sole Trader with Consumer Rights under mandatory provisions of law and to the Organiser's claims for compensation for damage. Exclusion of the Supervising Adult ends the Minor Participant's participation in the Course (§ 4(4)).
9. Irrespective of paragraph 7, an instructor may, for safety reasons (e.g. fatigue, state of health, weather conditions), temporarily suspend a Participant's flying. Such a suspension does not constitute exclusion.

§ 15. Equipment, uniform and protective equipment

1. The Organiser makes training equipment available to the Participant for the duration of the classes. The equipment remains the property of the Organiser and may be used only for its intended purpose and in accordance with the instructors' instructions.
2. The field uniform and personal protective equipment are handed over to the Participant for the duration of the Course. The Participant returns them after the last day of the Course in a condition no worse than resulting from normal wear and tear.
3. The Participant is not liable for damage to equipment arising in the normal course of classes run in accordance with the instructor's instructions, including as a result of crashes while learning to fly. The Participant is liable up to the amount of the actual damage for damage caused intentionally or through gross negligence, in particular as a result of flying contrary to the instructor's instructions, and for the loss of the uniform and equipment entrusted to them. [FOR THE ORGANISER TO DECIDE: the rules on the Participant's liability for equipment, uniform and gear.]
4. The Organiser does not provide storage for Participants' personal belongings and is not liable for items left unattended, unless the damage was caused through its fault.

§ 16. Insurance

1. The Organiser holds third-party liability insurance as an operator of unmanned aircraft. [FOR THE ORGANISER TO VERIFY: the scope of the liability policies held, including whether they cover training flights performed by Participants on the Organiser's equipment.]
2. [FOR THE ORGANISER TO DECIDE: whether to keep the requirement for the participant's own liability policy] For the duration of the Course, the Participant must hold valid private third-party liability insurance covering damage caused to third parties in connection with participation in the Course, and present proof of the insurance contract at the Organiser's request. The Organiser recommends checking that the policy does not exclude damage connected with the use of unmanned aircraft. Lack of insurance does not release the Participant from liability for damage caused.
3. The Organiser does not insure Participants against the consequences of accidents (personal accident insurance) and recommends that Participants take out such insurance themselves.

§ 17. Liability

1. The Organiser is liable for non-performance or improper performance of the Contract under the rules set out in the Civil Code, including for the acts and omissions of persons it uses to perform the Contract.
2. The Organiser is not liable for non-performance or improper performance of the Contract if it results from circumstances for which the Organiser is not responsible, in particular force majeure or the sole fault of the Buyer, the Participant or a third party for whom the Organiser is not responsible.
3. The Buyer and the Participant are liable under general rules for damage caused to the Organiser or to third parties as a result of a breach of the Terms.
4. With respect to Buyers who are neither Consumers nor Sole Traders with Consumer Rights, the Organiser's liability is limited to the Order Value and does not include lost profits; this limitation does not apply to damage caused intentionally.

§ 18. Complaints

1. Complaints about the Course may be submitted by email to biuro@power-technology.pl or in writing to the Organiser's address stated in § 1(2).
2. A complaint should include the name and contact details of the person submitting it, the Order number and Course Date, a description of the objections and the request. If this information is missing, the complaint will still be considered – the Organiser may ask for it to be completed.
3. The Organiser responds to a complaint within 14 days of the date of its receipt, on paper or another Durable Medium, in particular by email. If the Organiser does not respond to a Consumer's

complaint within this time limit, it is deemed to have accepted the complaint (Article 7a of the Consumer Rights Act).

4. Complaints about services provided by electronic means (Account, Customer Panel, Website) are handled under the Website Terms, and complaints about accessibility under the Service Accessibility Information.
5. Submitting a complaint is not a precondition for pursuing claims in court.
6. If a dispute with a Consumer is not resolved following a complaint, the Organiser provides the Consumer, on a Durable Medium, with a statement either agreeing to take part in out-of-court consumer dispute resolution proceedings or refusing to do so (Article 32 of the Polish Act of 23 September 2016 on Out-of-Court Resolution of Consumer Disputes).

§ 19. Out-of-court dispute resolution

1. A Consumer may use out-of-court means of handling complaints and pursuing claims, in particular:
    - a) seek free assistance from a municipal or district consumer ombudsman or from a non-governmental organisation whose statutory tasks include consumer protection,
    - b) apply for mediation proceedings to the provincial inspector of the Trade Inspection (Inspekcja Handlowa), or apply for the case to be heard by the permanent consumer arbitration court operating at the provincial inspector of the Trade Inspection,
    - c) use the assistance of other entities authorised to conduct out-of-court consumer dispute resolution proceedings, entered in the register kept by the President of the Office of Competition and Consumer Protection (UOKiK),
    - d) in cross-border disputes – contact the European Consumer Centre.
2. Information on out-of-court dispute resolution and on the authorised entities is available on the website of the Office of Competition and Consumer Protection (www.uokik.gov.pl). Participation in the proceedings is voluntary for both parties.

§ 20. Communication

1. The Organiser communicates with the Buyer by email and via the Customer Panel. Messages are sent to the email address given in the Order. The Buyer keeps this address up to date in the Customer Panel and checks their spam folder.
2. Statements sent by email to the addresses stated in the Terms and in the Order are deemed to have been made when they reached a means of electronic communication in such a way that the addressee could read their content.

3. The Organiser may send organisational information directly to Participants if their email addresses were provided in the Order. This does not release the Buyer from the obligation referred to in § 4(5)(b).
4. Reminders sent by the Organiser are for information only (§ 7(7)).

§ 21. Personal data and image

1. The Organiser is the controller of the personal data of Buyers and Participants. Detailed information on data processing is contained in the Privacy Policy.
2. The Organiser provides Participants whose data was supplied by the Buyer with the information required by Article 14 of the GDPR – in the first message addressed to the Participant or, if their email address was not provided, no later than on the first day of the Course.
3. The Organiser may record the image of Participants for documentation and promotional purposes only on the basis of separate, voluntary consent, and in the case of a Minor Participant – the consent of the Minor Participant and of their parent or legal guardian. Refusing consent does not affect participation in the Course.

§ 22. Changes to the Terms

1. The Organiser may amend the Terms for good reasons, which include:
   - a) a change in the law or the issue of a judgment or decision by an authority that affects the content of the Terms,
   - b) a change in payment methods, the functionality of the Website or the Order process,
   - c) a change in the scope of the offer or the introduction of new services,
   - d) safety considerations,
   - e) the need to remove ambiguities or errors, or editorial changes.
2. Information about an amendment to the Terms is published on the Website at least 14 days before the amendments take effect, and Account holders also receive it by email.
3. Orders placed before the amendments take effect are governed by the version of the Terms accepted when the Order was placed, unless the Buyer expressly agrees to the application of the new version.
4. All versions of the Terms, with their version number and effective date, are available on the Website.

§ 23. Final provisions

1. The Contract and the Terms are governed by Polish law. The choice of Polish law does not deprive a Consumer habitually resident in another Member State of the European Union of the protection afforded to them by provisions of the law of that state that cannot be derogated from by agreement (Article 6(2) of Regulation (EC) No 593/2008 of the European Parliament and of the Council – "Rome I").
2. Disputes with Buyers who are neither Consumers nor Sole Traders with Consumer Rights are settled by the court having jurisdiction over the Organiser's registered office. Jurisdiction in disputes with Consumers and Sole Traders with Consumer Rights is determined by the general provisions.
3. In the event of discrepancies between language versions of the Terms, the Polish version prevails.
4. In matters not governed by the Terms, Polish law applies, in particular the Civil Code, the Consumer Rights Act and the Polish Act of 18 July 2002 on Providing Services by Electronic Means.
5. The Annexes to the Terms are:
    - a) Annex 1 – Model withdrawal form,
    - b) Annex 2 – Template consent of a parent or legal guardian to a minor's participation in the course.
6. Version 2.0 of the Terms takes effect on [EFFECTIVE DATE] and replaces version 1.0 of the Terms dated 12 August 2026. Contracts concluded before that date are governed by version 1.0 of the Terms.