

I. GENERAL PROVISIONS

1.1. These General Terms and Conditions (hereinafter referred to as the "GTC") govern the rights and obligations of **the Institute for Banking Education, NBS**, Tomášikova 5238 / 28A, 821 01 Bratislava 2 (hereinafter referred to as the "**Provider**").

1.2. The GTC also regulates the rights and obligations of users of products and services, and sets out the conditions under which the provider provides them with products and services in the form of various professional training activities (hereinafter referred to as "**products and services**").

1.3 A user is a natural or legal person who uses products and services provided by a provider.

II. INTRODUCTORY PROVISIONS

2.1. Provider provides and organizes educational activities and events for the user in the form of seminars, training, courses, presentations, e-learning courses, audio and video training with a focus on the financial field. These educational activities are divided into the following thematic areas: vocational education, management education and development, development of social competences, language learning, IT education, general education. The professional side of educational activities is provided by experienced lecturers in the field (hereinafter referred to as "education").

2.2. Provider also provides the user with e-learning courses (hereinafter referred to as "e-learning"). For e-learning, in general, all the provisions of the GTC related to education apply unless otherwise explicitly stated. In case of contradictory provisions of the GTC for education and e-learning, e-learning provisions are specific to e-learning.

III. SUBJECT OF THE PURCHASE CONTRACT

3.1. Provider provides the user with products and / or services based on a purchase contract concluded in accordance with § 409 et seq. of Act no. 513/1991 Coll. Commercial Code as amended. The origin of the contract between the provider and the user arises in this case:

a. by paying the purchase price of the product / service to the users indicated on the invoice issued by the provider on the basis of telephone communication with the user,

b. by paying the purchase price of the product / service to the users listed on the invoice issued by the provider on the basis of the registration made on the portal www.ibv-nbs.sk or via e-mail.

3.2. In extraordinary cases, a contract of purchase can also be created by participating in the training on the basis of a binding order by the user. A binding order is a proposal to conclude a purchase contract. No formal confirmation of the order is required by the provider for the conclusion of the purchase contract, the contract arises in this case by the participation of the user on the selected education itself, which is the signature of the participant on the attendance list.

3.3. By concluding a contract between the provider and the user under point 3.1. and point 3.2. the GTC becomes an integral part of it and is binding between the contracting parties.

3.4. A learner who does not receive training in the manner set out in paragraph 1(a) or (b) of this point or under point 3.2. may participate in education if the capacity for the given educational activity allows.

3.5. User agrees to send email information unless you opt out of this service with the provider.

IV. PRICE, PAYMENT AND SUPPLY CONDITIONS

4.1. Education:

4.1.1. The price listed in the invoice is the price per user stated number of participants for the selected education specified in the invoice. The education price is always determined by the provider's current pricing on the provider's Internet portals, especially at www.ibv-nbs.sk.

4.1.2. The Provider is entitled to change the price list, the structure and the price of the products and services provided under the conditions stipulated in these GBCs, in particular due to changing the date or location of the training or to ensure adequate reimbursement of the lecturer in the event of the induction of the lecturer.

4.1.3. Provider issues an invoice on the day the education is provided or no later than 15 days from the date of delivery of the education.

4.1.4. Payment of the prize means the assignment of funds to the account of the provider on the invoice or payment of the cash price.

2.4 E-learning:

4.2.1. The price stated in the invoice is the price for the subscription of time-limited usage rights to the e-learning section, the price for the required access, the number of accesses for the particular e-learning required in the invoice. The e-learning price is always set according to the provider's current pricing on the provider's Internet portals, especially on www.ibv-nbs.sk.

3.4 Electronic payment:

4.3.1. The user has the possibility to make a payment for the selected product and / or service, also via the payment systems of the supplier located on the provider's Internet portal www.ibv-nbs.sk.

4.3.2. In the case of such a payment, the payment of the funds to the provider's account is considered to be the payment for the user of the ordered product / service. The Provider will, after attributing funds to his account, provide delivery of the paid product / service.

4.3.3. At the same time, the Provider shall draw up a final invoice in accordance with Act no. 222/2004 Coll. on Value Added Tax, as amended, and sends it in accordance with point 4.1.3. of these GTC.

4.3.4. The user undertakes to pay in due time the price stated in the invoice for the product and / or service provided at the latest on the due date of the relevant invoice.

4.3.5. If the request or reason for the user changes the agreed scope of the product or service provided, the changed price as well as all the costs that the provider would have incurred with such a change shall be charged from the date of the change made by the provider.

V. RIGHTS AND OBLIGATIONS OF THE USER

1.5. The User acknowledges and agrees that:

5.1.1. during training, they will follow the instructions and information announced by the provider;

5.1.2. provide the provider with the necessary co-ordination for the proper provision of the ordered education;

5.1.3. for the use of e-learning education, the same moral, ethical and legal rules apply as in any other form of public use of information;

2.5. At the time of registration and / or commencement of the use of the product and / or service, the user undertakes to use them in accordance with the GTC, the laws and instructions of the provider. Violations of BTC to Users entitle the Provider to remove the user's content, to immediately suspend and / or suspend the provision of products and services, and to block user access to the product and / or service. If access is blocked by the user due to a proven GTC violation, the date of such blocking automatically terminates the validity and effectiveness of the agreement between the provider and the user as well as his registration, and the claimant's claim for damages is thus not affected;

3.5. The user undertakes to indicate when registering for products and services in accordance with point 3.1. (b) of these GTCs, complete and accurate data and notify the provider in writing of any changes in their identification data. In the event of a breach of this obligation, the data stated in the last user's registration are decisive and the user is liable for the damage caused to the provider.

4.5. At the same time, the user undertakes to fill in their registration details when ordering the training for multiple participants in the order specified in the order.

5.5. The user undertakes to pay the full price for the ordered training and, if necessary, to prove this fact by proof of compensation.

5.6. The user has the right to request the provider to issue a certificate or certificate of completion but must apply for the certificate or certificate within one month of the completion of the training.

VI. RIGHTS AND OBLIGATIONS OF THE PROVIDER

6.1. The Provider undertakes:

6.1.1. Provide access for registered subscribers to the e-learning training provider within 3 working days from the date of payment of the product,

6.1.2. to provide information about the ordered training, as well as to notify the customer of changes related to the training, to return to the client the price paid for the non-delivered, similar substitute performance of uncompensated education.

6.2. The Provider has the exclusive right to any interference with the Products and Services and these GBCs. Changes in the provision of products and services and the GTC and the effective date of the current version of GTC will be communicated to the user electronically by their publication on the internet portal www.ibv-nbs.sk or via an e-mail message delivered to the known electronic address of the user.

6.3. If the User does not expressly disagree with such changes in writing within 14 days of the date of publication of the Notice of Changes in the Provision of Products and Services and the GTC, the changes are deemed to have been approved by the User and are effective against the effective date of the change.

6.4. The User is entitled to terminate the contract with the Provider in writing in the form of a registered letter within 14 (fourteen) days from the date of the announcement of the changes made to the products and services provided or the GTC. In such a case, the contract shall expire at the time of delivery of the written notice to the address of the provider.

6.5. The Provider has the right to restrict, interrupt or stop the provision of e-Learning training for reasons of management, maintenance and / or repair, without prior notice to the user or his consent, for the period necessary to carry out the necessary maintenance, maintenance and / or repair.

6.6. The Provider is authorized to make available in his / her products and services an advertisement in accordance with the applicable GTC for the publication of advertisements in the periodicals and the electronic media of the provider, including contextually targeted advertising.

VII. CHANGE OF TRAINING SERVICES

7.1. In the event that circumstances arise that prevent the provider from providing education, training or lecturer under a contract, the provider is entitled to change or cancel it, and is obliged to notify the user without undue delay. In the case of a change of a lecturer, notification to the user in accordance with the first sentence of this GTC article is deemed to be fulfilled by the publication of the lecturer's justification on the provider's Internet portal www.ibv-nbs.sk.

2.7. The Provider reserves the right to cancel the training if the minimum number of participants required for a specific educational event has not been registered.

7.3. When a student cancels training or when the training program changes significantly, the user has the right to choose whether to withdraw from the contract or to transfer the price paid to cover other training. Changing the place of implementation of the training, changing the program or changing the tutor is not considered to be a major change if adequate replacement of the place, the training program or the lecturer is ensured.

VIII. RESCISSION OF CONTRACT AND REVOCATION FEES

8.1. The user is entitled to withdraw from the contract at any time prior to commencing training, by a written notification which is effective on the day of its delivery to the provider or personally at the headquarters of the provider. Upon cancellation, the Customer is required to pay the following revocation fees to the provider (the amounts listed are only for 1 person):

a. 0% of the price of education, if the customer withdraws from the contract within 5 working days or more before the start of the training,

b. in the amount of 100% of the price of education, if the client withdraws from the contract less than 5 working days before the start of the training.

8.2. In the event that the user or persons for whom the training was ordered does not participate in the training for any reason, the user is not entitled to a refund for the training.

8.3. Participation in educational activity is possible, with the exception of e-learning education activities.

IX. DURATION OF THE CONTRACT

- 9.1.** The contract between the provider and the user is concluded for a fixed period, unless the parties agree otherwise.
- 9.2.** If the contract was concluded in writing, when interpreting the provisions relating to the content of the legal relationship, the individual arrangements contained in the written agreement differing from the content of these GTCs shall prevail over those conditions.
- 9.3.** The Agreement shall terminate in the cases provided for in the GTC, in particular upon expiry of the period for which the Contract was negotiated, by written agreement or written withdrawal from the Contract.
- 9.4.** Information on the use of e-learning education rights is given separately in the terms of the e-learning course.
- 9.5.** Until the termination of the contract, all non-invoiced and / or outstanding cash receivables and payables arising from the contract will be settled no later than 14 days after the termination of the contract.

X. PROTECTION OF PERSONAL DATA

- 10.1.** Personal data of the user are processed pursuant to Act no. 122/2013 Z. z. on the Protection of Personal Data and on Amendments to Certain Acts (the "Personal Data Protection Act").
- 10.2.** By completing the order, the user agrees to process his or her personal data to the provider to the extent of: name and surname, address, delivery address, e-mail address, telephone number for billing of ordered services and for marketing activity - sending information about new products and services of the provider, further to search in the register of certificates issued and to verify the validity of the issued certificate in the scope of the name, surname, certificate number and validity of the certificate (together hereinafter all as "personal data").
- 10.3.** The User acknowledges that he is obliged to state his / her personal information correctly and truthfully and that he / she is obliged to inform the Seller of any change in his or her personal data without undue delay.
- 10.4.** The User agrees that the Provider as a Personal Data Operator is authorized to provide personal data to cooperating third parties as long as it is necessary to secure the ordered products and user services from the Provider. The consent is granted for the duration of the service provision and the time of the mandatory accounting of the user data of the products and services.
- 10.5.** Other entities will be allowed access to customer personal data only in cases provided by applicable law (especially in the course of administrative or criminal proceedings, consumer rights protection).
- 10.6.** The User acknowledges and expressly agrees that the Provider is entitled, in accordance with Section 11 of Act no. 40/1964 Coll. The Citizen Code, in its current version, to make image (in particular photographic), audio and audio image records of the customer (including all elements and expressions of his personality) and to use them for promotional and marketing purposes of the provider.
- 10.7.** For this purpose, the Provider is entitled to modify all the records thus obtained during training and at any time after its termination, and to publish them in all its promotional products and materials in their original and possibly altered form so as to disseminate them all by appropriate means; this separately and in conjunction with other records, works and elements. No financial, material, or other entitlement to such use arises from such use.
- 10.8.** The User agrees that the personal data provided to him in the scope of the images or video recordings will be processed only by the Provider or the designated intermediary, which for this purpose are:
- National Bank of Slovakia, Imrich Karvaša 1, 813 25 Bratislava, IČO: 30 844 789,
 - WebSupport, s.r.o., Staré Grunty 12, 841 04 Bratislava, IČO: 36 421 928;
 - Bc. Lukáš Kavický, Havelkova 21, 841 03 Bratislava, IČO: 50 173 464,
 - ABC Solutions, s.r.o., Kulturna 19, 821 04 Bratislava, IČO: 46 845 011,
- 10.9.** Personal data will be processed and archived by the provider as a personal data controller in accordance with specific regulations. Personal data will be processed electronically in an automated way or in a printed form in a non-automated manner.
- 10.10.** Pursuant to the Personal Data Protection Act, the user is entitled, among other things, to correct inaccurate, incomplete and outdated personal data, information about the list of personal data processed by the provider and other rights referred to in Article 28 1 cit. Act.

10.11. The user has the right to withdraw his consent to the processing of personal data at any time by sending a written request to the address of the provider.

10.12 By sending the order, the user agrees to send email information. These email emails are sent until the user opts out of this additional service with the provider.

XI. LIMITATION OF LIABILITY FOR DEFECTS AND DAMAGES

11.1. The Provider declares that:

11.1.1. the products and services provided by it are provided without legal defects and that they are entitled to grant the right to use them,

11.1.2. is responsible for allowing the user access to paid products and / or services to the extent of the contractual relationship and the GTC.

11.2. For error-free access to e-learning, a device (computer, tablet, etc.) that meets the following minimum system requirements: 1GHz or faster processor, 1GB of RAM, 300MB free hard disk space, 32-bit or more card. The device must be equipped with a web browser of the following type and version: Internet Explorer 7 and above, Mozilla Firefox 3.x and above, Safari 3 and above, Google Chrome, Opera 9.5 and above. The device must also support the playback of multimedia components based on Adobe Flash technology, at least in version 10.1, or based on HTML5 with JavaScript. For most desktop browsers, you can get Adobe Flash on: <http://get.adobe.com/en/flashplayer/>.

11.3. The liability of the provider in cases of interruption or limitation of the provision of products and services on behalf of the provider is limited to the user only by the obligation of the provider to resume their provision. However, in the event of a complete suspension of the provision of the product or service, the provider does not have this obligation in accordance with the GTC.

11.4. The Provider is not responsible for any damages incurred by the User due to technical failures, repairs, maintenance, insufficient signal or other circumstances that arose on the part of these third parties or which arose without the fault of the Provider.

11.5. The user is committed to adhere to. no. 185/2015 Coll. Copyright Act and in its sense not to grant access to education to third parties, nor to distribute or copy the course in any way.

XII. FINAL PROVISIONS

12.1. Legal relations between the provider and the user not regulated by the GTC are governed by the law of the Slovak Republic, 513/1991 Coll. Commercial Code as amended, unless subject to Act No. 40/1964 Coll. Civil Code as amended.

12.2. These GTCs will become effective on the date of entry into force of later GTCs.

12.3. Current GTCs are published for 24 hours a day on the provider's Internet portal www.ibv-nbs.sk and are available in printed form at the address of the provider's home.

12.4. Any disputes will be settled before the court of magistrates and local courts in the Slovak Republic. At the same time, any complaints by users in the position of consumers will be handled within the meaning of Consumer Protection Act no. 250/2007 Coll. The claim must be filed in writing at the address of the provider.