

## **1. OFFER**

1.1. The "Lincoln" Foreign Language School (hereinafter referred to as the "School") is operated by Lincoln sp. z o.o., with its registered office in Kraków at: 31-131 Kraków, ul. Karmelicka 29/4, entered into the Register of Entrepreneurs of the National Court Register under KRS number 0000565851, maintained by the District Court for Kraków-Śródmieście in Kraków, 11th Commercial Division of the National Court Register, with a share capital of PLN 9,000. All information concerning the School's operations and language courses can be obtained via email at [info@lincoln.pl](mailto:info@lincoln.pl) or by phone at +48 12 631 50 60.

1.2. The School offers foreign language courses, in accordance with the School's offer available on the website: <https://lincoln.edu.pl/>, conducted online via a platform selected by the School, enabling communication with Participants by means of remote communication tools.

1.3. The School offers the following number of lessons per semester for each course:

- **Cambridge English Exams for teenagers** – 52 lessons per semester, 104 lessons per year (classes from Oct. 2025 to June 2026);
- **General English Program for teenagers** – 52 lessons per semester, 104 lessons per year (classes from Oct. 2025 to June 2026);
- **Matura Intensive Program** – 66 lessons per semester (classes from Oct. 2025 to April 2026).

1.4. Classes are conducted in groups of 5 to 9 participants.

1.5. These Regulations are available at the School's office and at: <https://lincoln.edu.pl/online/regulaminy/>. The Regulations set out the rules for conducting the following online foreign language courses in Semester I and II of the 2025/2026 school year:

- Cambridge English Exams for teenagers;
- General English Exams Program for teenagers;
- Matura Intensive Program.

1.6. Information about the dates of individual language courses is available at the School's registered office and at: <https://lincoln.edu.pl/>.

1.7. Information about the prices of individual language courses and the deadlines for payment of each installment is included in the price list. The price list is available at the School's office and at: <https://lincoln.edu.pl/online/regulaminy/>.

1.8. Before entering into an agreement for a language course, the Participant must read these Regulations, the price list, and the Virtual Secretariat Regulations available at the School's office and at: <https://lincoln.edu.pl/online/regulaminy/>.

1.9. In addition to these Regulations, the Participant must read the **LINCOLN.EDU.PL SERVICE REGULATIONS**, which govern the basic rights and obligations of the Participant and the School in connection with the provision of electronic services.

1.10. Acceptance of these rules constitutes enrollment in the 1st semester of course for teenagers and automatic reservation of a place in the same group for the 2nd semester of the course, for which payment may be made from December 2025/January 2026.

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## **2. LEARNING**

2.1. A language course participant (hereinafter the "Participant") may change from their current group to another group at the same level of advancement or to a group at a lower level of advancement, only if the number of people in the selected group does not exceed the School's maximum group size of 9 people. To change to a higher level, the Participant must also obtain a positive written opinion from the teacher stating that the Participant qualifies for the higher level.

2.2. All changes regarding schedules or levels must be made in person at the School's office or by email at [info@lincoln.pl](mailto:info@lincoln.pl).

2.3. The conditions for obtaining a certificate of completion of a language course are: participation in a minimum of 40 lessons per semester, regular completion of homework assignments, passing tests conducted during lessons, and passing final tests (both written and oral) after each semester (detailed information about the dates and methods of final assessments will be provided by teachers during lessons).

2.4. The condition for continuing to the next level is obtaining a certificate of completion for the lower-level course or passing the appropriate placement test available on the website or at the School's office.

2.5. To participate in an online language course, the Participant must have an active email account, a functioning device equipped with a webcam (built-in or external, HD or HD with a video capture card), a keyboard, a microphone, speakers (internal or external), a working internet connection that allows real-time online meetings (minimum parameters: 2 MB/s download, 600 kb/s upload), an up-to-date Microsoft Windows or macOS operating system, the latest version of the Google Chrome browser, and the free "Zoom Video" application installed from [www.zoom.us](http://www.zoom.us). The device should also meet the following technical requirements: Processor: Dual-core 2GHz or faster (Intel i3/i5/i7 or AMD equivalent), RAM: 4 GB. Before installing the application, the Participant should read its terms of service available at [www.zoom.us](http://www.zoom.us). Proper functioning of the above tools and all their functionalities requires regular updates to operating systems, browsers, and applications.

2.6. Failure to meet the requirements set out in point 2.5 may adversely affect the quality and effectiveness of the services provided or may completely prevent the Participant from taking part in the online language course or achieving the desired learning results.

2.7. The School has the right to cancel lessons before they begin in the event of sudden, unforeseen circumstances, in particular: the teacher's illness (and inability to provide a substitute), technical problems, breakdowns, force majeure (meaning unavoidable, extraordinary, unpredictable, and uncontrollable circumstances whose effects could not be avoided despite all reasonable efforts), and other random events. The cancelled lesson will be rescheduled at the end of the semester and will take place on the group's regular days and times or at another time convenient for all Participants. If a lesson is cancelled by the School less than 60

minutes before its scheduled start, the School will organize an additional free lesson for the group at the end of the semester, which will take place on the group's regular schedule or at another time convenient for all Participants.

2.8. As part of monitoring the quality of lessons, the School may conduct anonymous satisfaction surveys during the semester. These surveys will be sent as a link to the group's email address.

2.9. At the Participant's request, an individual login and password will be assigned for access to the Virtual Secretariat at: <http://185.70.181.59:3390/ws/>. The Virtual Secretariat contains the lesson calendar for the selected language course and other information. Use of the Virtual Secretariat is voluntary. The detailed terms of the Virtual Secretariat service are set out in the Virtual Secretariat Regulations at: <https://lincoln.edu.pl/online/regulaminy/>. The Participant is prohibited from sharing access data to lessons or the Virtual Secretariat with third parties. If the School finds that access data has been shared with a third party, the access link will be blocked.

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### 3. LINCOLN'S QUALITY TEACHING GUARANTEE

#### **Applies exclusively to the Cambridge English Exams Program (B2 First, B2 First for Schools, C1 Advanced, C2 Proficiency)**

3.1. The School guarantees proper preparation for the B2 First, B2 First for Schools, C1 Advanced, and C2 Proficiency exams (formerly FCE, FCE for Schools, CAE, CPE). In the event that the Participant fails the exam, the School will refund the Participant's exam fee, subject to point 3.2 below.

3.2. The conditions for refunding the exam fee (in the event of failure) are:

- obtaining, before the start date of the course (as described in the next subpoint), a placement test and interview result qualifying for the given exam level, and in the case of course continuation, only the interview with the teacher;
- active participation in the Cambridge English Exams Program group (B2 First, B2 First for Schools, C1 Advanced, C2 Proficiency) or the Exam Program from October 2025 to June 2026 (two semesters: 104 lessons of 45 minutes each);
- attendance – the Participant may miss a maximum of 4 lessons of 45 minutes per semester;
- passing the full mock exam organized by the School in February 2026 with at least 60% or in April 2026 with at least 65%;
- passing tests conducted during lessons and the summary test (covering both semesters) organized in May or June 2026;
- taking the B2 First, B2 First for Schools, C1 Advanced, or C2 Proficiency exam organized in June 2026.

3.3. Mock exams will be organized by the School in February and April 2026. The cost of the exam is PLN 119 (details about the exam will be provided by teachers during lessons and on School notice boards in January 2026).

3.4. To obtain a refund of the exam fee (in the event of failure) after meeting all the conditions specified in 3.2, the Participant must notify the School by registered letter to the School's address or by email to [info@lincoln.pl](mailto:info@lincoln.pl) within 30 calendar days from the date of receiving the exam result.

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### 4. PAYMENTS

4.1. The Participant of a language course is obliged to pay the fee in full or in installments, in accordance with the School's price list available at <https://lincoln.edu.pl>. Timely payment for the entire course or the first installment guarantees a place in the selected group.

4.2. The School offers the option to pay for a language course in two or three installments, depending on the chosen course. Participants paying in installments undertake to make payments in the amounts and by the deadlines specified in the price list.

4.3. Payment can be made in cash at the School's office or by bank transfer to the following account: **53 1140 1010 0000 5549 1200 1005**, with the Participant's full name and the type of course (language) indicated in the transfer title. In the case of concluding a distance agreement for a language course via the website <https://lincoln.edu.pl>, it is possible to make payment via the available payment operators indicated on the website. Concluding a distance agreement and making payment are governed by the provisions of the Lincoln.edu.pl service regulations available at: <https://lincoln.edu.pl/online/regulaminy/>. The School is not responsible for the proper functioning of the payment system provided by the payment operator or for any resulting damage.

4.4. If the Participant delays payment for a language course (or installment) for more than 14 days, the School will send a written or email payment reminder to the Participant's address provided in the agreement, granting an additional 14-day deadline for payment. If this deadline expires without effect, the School may withdraw from the course agreement within 7 days.

4.5. If payment is not made after the conditions set out in point 4.4 have been met, the School reserves the right to change the lesson access link, which will result in the Participant being unable to attend lessons.

4.6. The course fee includes an amount of PLN 199 covering expenses incurred by the School for the preparation and organization of the course.

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### 5. ADDITIONAL PROVISIONS

5.1. The Participant has the right to terminate the language course agreement (i) with 4 weeks' notice, for agreements for courses lasting 16 weeks or less; (ii) with 6 weeks' notice, for agreements for courses lasting longer than 16 weeks.

5.2. The School has the right to terminate the course agreement only for important reasons, with the notice period indicated in point 5.1 above, in particular in the case of failure to reach the minimum group size. Furthermore, the School may terminate the agreement with immediate effect if the Participant:

- disrupts or prevents effective delivery of online classes;
- violates the personal rights or dignity of others;
- behaves contrary to social norms;
- poses a safety risk to themselves or others;

- records and shares the image of other Participants or the Teacher without their explicit consent;
- violates the provisions of these Regulations.

5.3. The agreement is terminated on the last day of the notice period.

5.4. The Participant may submit a termination notice, indicating a bank account number for any refund, at the School's office, by registered letter to the School's address, or by email to [info@lincoln.pl](mailto:info@lincoln.pl). The notice may be submitted in the form of a document.

5.5. The School will submit a termination notice to the Participant in person, by registered letter to the Participant's address, or by email to the address provided in the agreement. The notice may be submitted in the form of a document.

5.6. In the event of termination, Article 746 of the Civil Code applies. If the agreement is terminated after the course has started, the School will refund the Participant the fee for unused classes scheduled after the notice period, minus the expenses incurred by the School for the preparation and organization of the course as specified in point 4.6 above. If the agreement is terminated before the start date of the course, the School will refund the full course fee.

5.7. Refunds are made by bank transfer to the account number provided in the termination notice.

5.8. The provisions of this point 5 are independent of the right of a Participant who concluded a distance agreement via [www.lincoln.edu.pl](http://www.lincoln.edu.pl) to withdraw from the agreement within 14 days from the date of conclusion, in accordance with the Consumer Rights Act of 30 May 2014. Details on exercising this right are contained in the Lincoln.edu.pl service regulations at: <https://lincoln.edu.pl/online/regulaminy/>.

5.9. The School is responsible for the conformity of the language course services with the agreement. If the services are not in conformity, the consumer may demand that they be brought into conformity and may also exercise other rights, particularly those set out in the Civil Code of 23 April 1964 and the Consumer Rights Act of 30 May 2014.

5.10. The School is not responsible for non-conformity of online course services with the agreement if the Participant or their equipment does not meet the requirements in point 2.5 above, or if: i) the consumer has no access or significantly limited access to the internet; ii) poor service quality is caused by the internet service provider used by the consumer; iii) the School has provided the consumer with a service update and informed them of the need for it and the consequences of not installing it; iv) the failure to install or incorrect installation of the update was not caused by errors in the installation instructions provided by the School. Points iii) and iv) apply only when, due to the technical nature of the service, the School is legally obliged to inform the consumer and provide updates.

5.11. Any comments or complaints may be submitted by email to [info@lincoln.pl](mailto:info@lincoln.pl) or at the School's office, with "Complaint" indicated in the email subject line or on the envelope. The School will respond within 14 days of receipt or of receiving any necessary clarifications from the Participant. The response will state how the complaint will be resolved and will be sent to the address from which the complaint was received.

5.12. A complaint should contain: Participant's details, information about the observed irregularities, a description and date of the issue, and the Participant's request. If the data or information provided requires clarification, before processing the complaint the School will request the complainant to supplement it as specified.

5.13. The provisions of these Regulations concerning consumers also apply to a natural person concluding an agreement directly related to their business activity when it is evident from the content of the agreement that it is not of a professional nature (in particular based on the business activity classification in CEIDG and PKD codes).

5.14. The School reserves the right to amend these Regulations only for valid reasons, in particular in the case of:

- i) changes in legal provisions governing the provision of services affecting the mutual rights and obligations of the School and the Participant, or changes in interpretation of these provisions as a result of court judgments, decisions, recommendations, or guidelines of relevant authorities;
- ii) the need to remove ambiguities, errors, or clerical mistakes, or to update contact details, names, identification numbers, email addresses, or links contained in the Regulations.

The School will inform Participants of planned amendments at least 14 days before implementation and present the new text of the Regulations. Each Participant will be asked to accept the new Regulations before implementation. If the Participant does not agree to the amendment, they have the right to terminate the online language course agreement in accordance with the notice periods in point 5.1.

5.15. For the avoidance of doubt, publication of regulations for the next semester, school year, or a new service is not considered an amendment to these Regulations and does not affect rights and obligations acquired under them. The provisions of these Regulations continue to apply to agreements concluded on their basis until termination. The same applies to the price list for the next semester, school year, or a new service.

5.16. These Regulations do not exclude or limit any consumer rights granted under mandatory provisions of law. In the event of a conflict between these Regulations and mandatory provisions granting specific rights to consumers, such provisions shall prevail.

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## 6. DISCOUNTS UNDER THE LANGUAGE COURSE AGREEMENT

6.1. Persons enrolling in a course may purchase a full set of textbooks at the School's office with a 10% discount.

6.2. Persons paying in advance for the entire annual course (two semesters) may purchase a full set of textbooks with a 50% discount.

6.3. Persons continuing their studies at the School after one semester in the 2024/2025 school year or after one year of study receive a discount of PLN 100 on the annual course price – PLN 50 per semester; except for the Matura Intensive Program, which is discounted by PLN 60 annually.

6.4. Persons continuing their studies for more than two consecutive years receive a discount of PLN 200 on the annual course price – PLN 100 per semester; except for the Matura Intensive Program, which is discounted by PLN 100 annually.

6.5. Persons continuing their studies after summer courses (up to and including 2024) receive a discount of PLN 60 annually – PLN 30 per semester. Persons continuing after summer courses in 2025 receive a discount of PLN 100 annually – PLN 50 per semester.

6.6. Persons continuing their studies after semester courses receive a discount of PLN 30 on the price of the summer course.

6.7. If more than one member of a Participant's family takes part in courses organized by the School in the 2025/2026 school year, the School will grant a family discount – 5% for each additional family member (the first person does not receive the discount).

6.8. If the Participant takes part in more than one course in the 2025/2026 school year, the School will grant a multi-course discount – 5% on each additional course.

6.9. Discounts cannot be combined, except for the textbook discount (points 6.1–6.2), which can be combined with course discounts. Discounts for continuing study are valid for 5 years from the date of completion of the last course at the School.

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## 7. PERSONAL DATA

7.1. The controller of personal data determining the purposes and means of processing is: LINCOLN sp. z o.o., with its registered office in Kraków at ul. Karmelicka 29/4, 31-131 Kraków, entered in the Register of Entrepreneurs of the National Court Register under KRS number 0000565851, NIP 6762490572, REGON 362015870, share capital PLN 9,000.

7.2. Purpose of processing: organization and delivery of the language course, settlement of payments, fulfillment of legal obligations (e.g., issuing and storing invoices, responding to complaints), and establishment, exercise, or defense of legal claims. Data is also processed for marketing the School's own services during the course.

7.3. Providing personal data is necessary to conclude the agreement.

7.4. Personal data will be processed for the period necessary to achieve the purposes described above. Depending on the legal basis, this will be the time required to perform legal obligations and the period required by law for data storage (e.g., tax regulations), or the time until any contractual claims become time-barred. For marketing purposes, this will be the course duration or until an objection is raised.

7.5. With appropriate safeguards, personal data may be shared with: (i) persons authorized by the Controller; (ii) entities processing data on behalf of the Controller, in particular: hosting providers, IT service providers, IT support and security providers, customer service providers, accounting firms, debt collection agencies, archiving and document destruction service providers, and other advisory service providers; (iii) supervisory authorities, public bodies, and other third parties where necessary for the above purposes and for fulfilling legal obligations, including tax and law enforcement authorities. Entities receiving user data may use it only as necessary for the purposes defined by the Controller. The Controller also cooperates with advisers who must comply with personal data protection laws and security principles. Data processing agreements are concluded with such entities specifying conditions for using personal data.

7.6. Rights related to personal data processing: the right to request access, rectification, deletion, or restriction of processing; the right to object on grounds relating to the data subject's particular situation to processing based on the Controller's legitimate interests; and the right to lodge a complaint with the President of the Personal Data Protection Office. To exercise these rights, contact the Controller at the address above or by email at daneosobowe@lincoln.pl.

7.7. Detailed information on personal data processing is available in the "Privacy Policy" at: <https://lincoln.edu.pl/online/regulaminy/>.

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Course: .....

Course times and days: .....

Price: .....

Installments: .....

### Participant's personal data (BLOCK LETTERS):

Full name: .....

Date and place of birth: .....

Address: .....

Correspondence address: .....

Landline phone: .....; Mobile phone: .....

Email: .....

Parent/Guardian's full name: .....

Parent/Guardian's phone number: .....

Parent/Guardian's e-mail address: .....

- The Participant declares their participation in the above-mentioned language course.
- The Participant declares that they have read (strike out as appropriate):
  - These Regulations for Conducting Foreign Language Courses in Classroom Mode,
  - Virtual Secretariat Regulations,
  - Lincoln.edu.pl Service Regulations,
  - Privacy Policy,and declares that they accept their terms.

Date and signature: .....