E-Learning Platform – Terms of Agreement

These Terms of Agreement govern access to and use of the Lean Leadership Institute e-learning platform and training modules (the "Platform"). By accepting an offer or using the Platform, the client company ("Client") agrees to these terms.

1. Service Description

- The Platform provides online training modules in lean management and leadership ("Modules").
- Modules may be used as:
    - Standalone online training, or
    - Supplementary learning as part of the Leadership Development Program (LDP), which can include on-site training and Genba coaching.
- Access is granted for a defined period ("License Period") and a defined number of named employees ("Users").
- Access to the Modules is for the Users only.
- Access to the Dashboard panel (Dashboard), which provides non-downloadable statistical results of the Users, (quiz results, IDP details, points achieved, status of Module completion) will be made available for the direct line seniors (Managers, Directors) according to the reporting lines as provided by the Client, which will be referred to as the "access tree" (Access Tree) to whom the Users report to in line with the organizational structure.

2. License and Access

- Client receives a non-exclusive, non-transferable license to allow its Users to access the selected Modules for the agreed License Period.
- Each User receives individual login credentials; sharing logins between individuals is not permitted.

- Modules may be used only for internal training of Client's employees, who are defined in the Access Tree, by the Client, during the License Period.

3. Fees and Payment

- The commercial offer specifies:
    - A 12-month License Fee (per Module or Module set), and
    - A recurring User Fee (per User, usually per month).
- Fees depend on the number and type of Modules, the number of Users, and License Period.
- Unless otherwise agreed in the offer:
    - License Fee is payable within 14 days of acceptance,
    - User Fees are payable in advance for each billing period,
    - Late payments may incur default interest.

4. Provider Responsibilities

- Provide User accounts and access to the agreed Modules for the License Period.
- Use reasonable efforts to maintain Platform availability (excluding scheduled maintenance and circumstances beyond reasonable control).
- Provide basic technical support for access issues during business hours.
- For LDP clients, align online Modules with the agreed-upon-site training and coaching structure.

5. Client Responsibilities

- Provide accurate User details and keep them up to date.
- Ensure Users have suitable devices, internet access, and browsers to use the Platform.
- Ensure Users:

- Do not share credentials,
- Do not copy, download, or distribute course materials outside the organization,
- Use the content only for internal training purposes.

- Inform the Provider when Users are to be added, by the Provider, removed, or replaced, and agree on any increase in User numbers in advance.

6. Intellectual Property

- All Modules, materials, and Platform technology remain the exclusive intellectual property of Lean Leadership Institute or its licensors.
- Client receives only limited access rights as described in these Terms and in the commercial offer.
- Copying, modification, resale, or external distribution of the content is prohibited without prior written consent.

7. Data and Confidentiality

- Provider may process User activity and progress data to deliver the service and, in LDP engagements, to support coaching and feedback.
- Both parties must keep each other's confidential information secure and not share it with third parties, unless required by law.

8. Term, Suspension, and Termination

- Access begins on the agreed start date and ends automatically at the end of the License Period, unless extended by mutual agreement.
- Provider may suspend access in case of non-payment or material violation of these Terms.
- Either party may terminate with written notice if the other party materially breaches its obligations and does not remedy within a reasonable period.
- After termination or expiry, all access to the Platform and Modules ends and the Client must stop using the materials.

9. Liability

- The Platform and Modules are provided with reasonable care and skill; however, specific business results or learning outcomes are not guaranteed.
- To the extent permitted by law, Provider’s total liability is limited to the fees paid by Client for the relevant License Period, and Provider is not liable for indirect or consequential losses.

10. Governing Law

- Unless otherwise stated in a signed agreement, these Terms are governed by the laws of Poland and disputes are subject to the competent courts in Warsaw.

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