

Terms of Service of the Strefa Startu Foundation

Valid from April 1, 2025

§1. General Provisions

1. This document, hereinafter referred to as the “Regulations,” defines the rules and conditions for providing support by the Strefa Startu Foundation, hereinafter referred to as the “Foundation,” to natural persons, including those intending to start a business.
2. The support referred to in paragraph 1 of this section is provided based on these Regulations and the Agreement concluded with the Beneficiary, as referred to in §2 section 2 of these Regulations.
3. The Beneficiary declares that participation in the Entrepreneurship Program and signing the Agreement will be linked to their planned commencement of economic or professional activity or the development of their business venture.

§2. Definitions

1. Intrepreneurship Program – a form of educational and organizational support provided by the Foundation, in accordance with these Regulations.
2. Agreement / Affiliate Agreement – a document specifying the mutual rights and obligations of the Foundation and the Beneficiary.
3. Coordinator – a representative of the Foundation appointed by the Management Board, responsible for contact and cooperation with Beneficiaries.
4. Manager – a person supervising the work of Coordinators, appointed by the Management Board to oversee and coordinate Groups and Branches.
5. Director – a member of the Foundation's structure responsible for managing projects and supervising Managers.
6. Foundation Management Board – the body directing the activities of the Strefa Startu Foundation based in Kutno.
7. Information and Application Form – an application document used to assess the eligibility to participate in the Entrepreneurship Program.
8. Beneficiary – a natural person whose application form has been accepted by the Foundation and who has signed the relevant cooperation agreement or has been submitted by an Affiliate.
9. Affiliate – a natural or legal person joining the Foundation’s Affiliate Program and meeting its requirements.
10. Unique Affiliate Number – an individual identifier assigned to the Affiliate upon meeting the participation requirements and signing the Agreement.
11. Office – an organizational unit of the Foundation, constituting its headquarters or a local operational point, performing administrative functions and supporting Beneficiaries’ activities, including start-ups.

§3. Educational Support and Assistance Offered by the Foundation

1. The Entrepreneurship Program aims to create favorable conditions for individuals participating in the program to start their own businesses. As part of this initiative, the Foundation provides, among others:

- a) ongoing contact and consultations with a Coordinator knowledgeable in business operations;
 - b) legal and business advice, including tax optimization – via email (limited to 2.5 hours of advisor time);
 - c) possibility of additional consultations (paid or included in the administrative fee – as decided by the Director/Management Board of the Foundation);
 - d) accounting and HR services;
 - e) use of the Foundation's logo during participation in the Entrepreneurship Program (subject to prior approval by the Foundation);
 - f) paid use of office space, in accordance with additional rules defined between the Beneficiary and the Foundation;
 - g) use of premises and equipment is limited to the Beneficiary and the co-founder referred to in §11 section 5 of the Regulations;
 - h) the Beneficiary may not transfer the right to use the premises to the third parties;
 - i) mail reception and dispatch services and the use of the Foundation's address;
 - j) assistance in obtaining orders, including through meetings, competitions, and events organized by the Foundation;
 - k) access to the job board platform (the so-called "Work Platform");
 - l) individual bank sub-account;
 - m) support in creating websites and promotional campaigns.
2. The Entrepreneurship Program begins upon the signing of an Agreement between the Beneficiary and the Foundation and is carried out based on the provisions of the Regulations and the Agreement.
 3. The Foundation also organizes training on the use of the CRM system, which is optional and available in online or PDF format.
 4. The Foundation may also provide additional services (e.g., consulting, factoring, accounting and HR services, access to EU projects, car rentals, fiscal cash register rentals, other property or equipment rentals, etc.) under terms agreed individually with the Beneficiary.

§4. Conditions of Participation in the Entrepreneurship Program

1. The Program is intended for individuals over the age of 18, as well as minors with the consent of their legal guardians.
2. The following types of projects are excluded from participation in the Foundation's Entrepreneurship Program:
 - a) projects posing an environmental threat;
 - b) projects conflicting with other Foundation initiatives;
 - c) projects that violate common ethical standards;
 - d) projects that are contrary to the Foundation's statute or legal regulations;
 - e) projects rejected for formal or legal reasons by Foundation representatives.
3. The following individuals are not eligible to participate in the Foundation's Entrepreneurship Program:
 - a) those who have been legally banned from conducting business activity;
 - b) those who have committed acts of unfair competition.

- c) In doubtful situations, the decision regarding a person's admission to the Foundation's Entrepreneurship Program is made by the Coordinator/Manager after consultation with the Legal Department or the Management Board.

§5. Admission Process to the Entrepreneurship Program

1. The Foundation provides support based on an application submitted by the interested individual.
2. The application referred to in point 1 takes the form of a registration form, which is available on the Foundation's website.
3. A correctly completed registration form is forwarded to the Coordinator/Manager/Director of the Foundation.
4. The Coordinator/Manager/Director, after consultation with the Legal Department and/or the Foundation's Management Board, makes the decision regarding the qualification of a person to the Entrepreneurship Program.
5. In the event of application rejection, the Foundation will provide justification for its decision.
6. Upon acceptance of the application by the Coordinator/Manager/Director/Management Board, the Foundation signs an Agreement with the person, who then becomes a Beneficiary of the Foundation.
7. If the venture is conducted by more than one person, each of them signs an annex to the Agreement, following the procedures specified in §5 points 1–4.
8. Upon the commencement of the Agreement, a separate organizational unit is established within the Foundation's operations, with a name independently assigned by the Beneficiary. The Beneficiary bears full responsibility for the activities of this unit and for all obligations related to the implementation of the project.
9. From the moment of joining the Entrepreneurship Program, the Beneficiary has the right to carry out activities as defined in the Agreement and the Terms and Conditions. The Beneficiary is not permitted to undertake actions such as issuing VAT/PROFORMA invoices before signing the Agreement with the Foundation or after its termination.
10. Participation in the Entrepreneurship Program does not entitle the Beneficiary to represent the Foundation.
11. The Beneficiary is solely responsible for all obligations incurred as part of the implemented venture.

§6. Declarations Made by the Beneficiary

1. The Beneficiary, conducting activity under the Entrepreneurship Program, is obliged to pay VAT / EU VAT according to the applicable rates associated with their business.
2. In the case of payments made under contracts for specific work or service contracts, the Beneficiary is required to pay personal income tax (PIT).
3. The Beneficiary is responsible for covering the costs of pension, disability, sickness, and accident insurance contributions, if required by law.
4. The Beneficiary is liable for VAT, PIT taxes, and the contributions arising from the activity conducted within the organizational structure created for them.
5. The Beneficiary is obliged to reimburse the Foundation for any arrears related to the matters above.

6. Information obtained by the Beneficiary during cooperation with the Foundation—particularly of a technical, technological, organizational, or other nature that is not generally known to third parties—constitutes the Foundation’s confidential information. Any unauthorized use or disclosure of such information shall be considered an act of unfair competition, in accordance with the Act on Combating Unfair Competition of April 16, 1993.
7. The Beneficiary may not invoke ignorance of Polish law regarding public-law obligations referred to in points 1–4.
8. The Beneficiary may not claim ignorance of legal regulations, the Regulations, the Agreement, or Foundation guidelines.

§7. Rules of Conduct for Beneficiaries under the Entrepreneurship Program

1. The Foundation’s support is of indefinite duration.
2. Funds such as grants or subsidies are subject to special supervision.
3. The Foundation has the right to provide the Beneficiary with Foundation-owned property, such as electronic equipment or other items deemed necessary for the proper provision of services in accordance with the Agreement, provided that such property is returned upon expiration or termination of the Agreement in a condition not deteriorated beyond normal wear and tear.
4. Compensation may be demanded for damages caused by the Beneficiary.
5. Supervision is carried out by Foundations authorized persons.
6. Actions related to the payment of remuneration to Beneficiaries within the Entrepreneurship project are carried out on behalf of the Foundation under civil law contracts, i.e., contracts for specific work or mandate contracts.
7. Obligations must be fulfilled timely.
8. Accounting documents must be submitted regularly by the 5th of each month.
9. As part of the Entrepreneurship project, the Beneficiary pays a fixed monthly fee to the Foundation as reimbursement for the Foundation’s administrative costs.
10. In the event of changes in the law resulting in additional obligations, administrative fees, other charges, or reimbursement of costs, the Beneficiary is required to comply with them. In such cases, the Foundation may introduce additional fees in the form of annexes, which shall not constitute an amendment to these Terms and Conditions.
11. The Foundation has the right to create a list of activities for which additional fees will be charged.
12. In the event of legal changes that result in increased obligations for the Beneficiary related to their business activity, the Beneficiary is required to comply with them, to monitor such changes independently, and to follow all guidelines provided in this regard by the Coordinator, Manager, Director, or the Management Board. Failure to fulfill these obligations entitles the Foundation to terminate the Agreement with the Beneficiary without notice, due to the Beneficiary’s fault, in addition to the possible application of disciplinary procedures specified in §12 of the Terms and Conditions.
13. As part of the Entrepreneurship project, the Beneficiary agrees—within their capabilities and without violating the principles of fair competition—to cooperate with other Beneficiaries of the Foundation.
14. Social security suspension is allowed twice per year.

15. Regular payments arising from these Terms and Conditions are considered as implied confirmation of the Beneficiary's acceptance of the provisions of the Terms and Conditions, Agreements, and all other documents signed by the Beneficiary, and are non-refundable under any circumstances.
16. Payment delays result in warnings, system function restrictions, and may lead to immediate termination of the Agreement with the Beneficiary.
17. If the Beneficiary fails to pay the administrative fees specified in §11 for a period of one month, the Foundation shall, within 7 days, issue a payment request indicating the deadline for fulfilling the Beneficiary's obligations to the Foundation and/or may block the Beneficiary's access to certain parts of the Entrepreneurship Program.
18. If the Beneficiary fails to pay the administrative fees specified in §11 for a period of two months, the Foundation shall, within 7 days, issue a payment request indicating the deadline for fulfilling the obligations and shall block the Beneficiary's access to parts of the Program panel and/or terminate the Cooperation Agreement without notice.
19. If the Beneficiary fails to pay the administrative fees specified in §11 for a period of three months, the Foundation has the right to block the Beneficiary's access to the entire Entrepreneurship Program and/or terminate the Cooperation Agreement without notice, as well as pursue debt collection through legal proceedings.
20. By accepting these Regulations and signing the Agreement, the Beneficiary declares that they are aware of the economic and legal risks associated with conducting business activity under the Foundation and agree to assume such risks.
21. Failure by the Beneficiary to fulfill the obligations described in this section may result in the application of disciplinary procedures outlined in §12.8. Temporary Suspension of Participation in the Entrepreneurship Program

§8. Temporary Suspension of Participation in the Entrepreneurship Program

1. The Beneficiary may suspend participation for a maximum of 3 months per calendar year (excluding December), in accordance with §7 point 14.
2. Suspension must be reported by the end of the month preceding the suspension.
3. No activities may be performed during the suspension; doing so ends the suspension.
4. Suspension period counts toward total participation and requires continued fee payment.
5. A full monthly fee applies even if suspension ends mid-month.
6. Suspension fees:
 - a) 55.00 PLN net (67.65 PLN gross) per month;
 - b) 65.00 PLN net (79.95 PLN gross) for persons referred to in §11 section 2.
7. Provisions of §11 sections 3–4 apply.
8. Suspension is not allowed in the final month (notice period).
9. Suspension is not permitted in cases where the Foundation has concluded an employment contract with third parties for the purpose of carrying out the Beneficiary's project.

§9. Termination of Participation in the Entrepreneurship Program

1. Participation may end upon expiration, termination, or dissolution of the Agreement.
2. The Agreement may be terminated with one month's notice, effective at the end of the following month, or immediately if the Beneficiary violates the provisions of the Regulations.

3. A valid termination of the Agreement submitted by the Beneficiary must be delivered to the Foundation either in original form (by post or registered mail) or as a scan sent from the email address specified in the Agreement. The termination notice must bear the Beneficiary's original signature.
4. Termination is effective upon physical receipt by the Foundation in original.
5. The Beneficiary must inform a Foundation representative about the termination.
6. No refunds or compensation are due after termination.
7. All third-party claims resulting from the Beneficiary's actions are their sole responsibility (Beneficiary), not the Foundation.
8. In the event of the Beneficiary's debt to the Foundation under the signed Agreement, regardless of the cause, if the Beneficiary fails to settle the obligations within 7 days from the date of receiving the payment request, they may be charged a lump-sum compensation of 15,000.00 PLN net (18,450.00 PLN gross) payable to the Foundation.
9. If, as a result of the actions or omissions of the Beneficiary—even after the Agreement has ended—the Foundation is sued by third parties, the Beneficiary is obligated to cover all related costs incurred by the Foundation, including legal service fees.
10. The Foundation reserves the right to offset its receivables against any payments due to the Beneficiary arising from commissioned work.
11. After the termination of the Agreement, the Beneficiary shall have no claims against the Foundation and loses access to the Foundation's tools, including the sub-account, CRM system, and the ability to further participate in the Entrepreneurship Program.
12. Rejoining the Entrepreneurship Program requires the signing of a new Agreement.

§10. Beneficiary Identifiers

1. The Foundation has exclusive rights over issuing and managing Beneficiary ID numbers.
2. ID numbers are for administrative and record-keeping purposes only.
3. Beneficiaries may not select, reserve, or transfer numbers; changes may occur due to status, reorganization, or technical reasons.
4. All numbering decisions are unilateral.
5. ID data confidentiality is guaranteed; changes will be communicated appropriately.

§11. Reimbursement of Administrative Costs to the Foundation

1. The Beneficiary participating in the Entrepreneurship Program agrees to reimburse the Foundation with a fixed monthly administrative fee of PLN 365.00 net (PLN 448.95 gross), without the need for additional reminders, payable by the 5th day of each month, starting from the month of joining the Program, as reimbursement of the Foundation's lump-sum administrative costs.
2. In the case of foreign nationals whose participation requires the Foundation to carry out a residence legalization procedure, the monthly administrative fee amounts to PLN 415.00 net (PLN 510.45 gross), without the need for additional reminders, payable by the 5th day of each month, starting from the month of joining the Program, as reimbursement of the Foundation's lump-sum administrative costs.
3. If in a given month the Foundation generates income of at least PLN 365.00 net from the implementation of the Program within the Beneficiary's project, it is assumed that the

administrative costs described in sections 1 or 2 have been covered—provided that the said amount is available in the Beneficiary's sub-account.

4. By signing the Agreement and acknowledging the case referred to in section 3, the Beneficiary authorizes the Foundation to deduct the fees due under these Terms and Conditions directly from their sub-account.
5. If the undertaking is carried out by more than one person, the fee is increased by PLN 50.00 net for each additional person.
6. If a co-executor of the undertaking is a foreign national, an additional fee of PLN 415.00 net is added to the base administrative fee—regardless of the number of such individuals.
7. If more than 25 accounting documents per month are processed (excluding sales invoices), the administrative fee is increased by PLN 50.00 net (PLN 61.50 gross).
8. If more than 50 accounting documents per month are processed, the administrative fee is increased by PLN 100.00 net (PLN 123.00 gross).
9. If more than 100 accounting documents are processed per month, further increases in the administrative fee may be applied—at the discretion of the Management Board.
10. If the Foundation concludes civil law contracts with more than three persons within one Beneficiary's project, each additional person increases the fee by PLN 50.00 net.
11. In the case of employing foreign nationals for whom the Foundation must carry out a legalization procedure, an additional fee of PLN 415.00 net (PLN 510.45 gross) applies.
12. The due date for monthly payments is the 5th day of each month. In case of delays:
 - a) from 7 to 14 days: additional fee of PLN 35.00 net,
 - b) from 15 to 21 days: additional fee of PLN 75.00 net,
 - c) more than 21 days: additional fee of PLN 100.00 net.
13. Fees are charged for the entire month, regardless of the date of joining the Program.
14. The Foundation has the right to charge additional fees for extra services, such as:
 - a) issuing an income certificate (more than one per month) – PLN 25.00 net,
 - b) issuing a bank certificate – PLN 35.00 net,
 - c) obtaining a PESEL number – PLN 150.00 net,
 - d) obtaining a certificate of no arrears – PLN 100.00 net,
 - e) granting power of attorney – PLN 50.00 net,
 - f) responding to inquiries from government authorities, public institutions, or other entities in connection with the Beneficiary's initiative – PLN 50.00 net,
 - g) mandatory registration of the Beneficiary's activity in a register – PLN 150.00 net.
15. In the event that an employment contract is concluded with the Beneficiary or third parties to carry out activities related to the Beneficiary's project, monthly administrative costs amounting to PLN 900.00 net (i.e., PLN 1,107.00 gross) are charged to cover the additional HR and accounting services related to the employment contract.
16. In the situation described in section 15, no more than three such contracts may be concluded with the same person, for a total period not exceeding 33 months.

§12. Disciplinary Procedures

1. Implement disciplinary measures, such as imposing additional fees:

- a) PLN 10.00 net for each issuance of a VAT/PROFORMA invoice by the Coordinator when the Beneficiary fails to issue it themselves;
 - b) PLN 150.00 net for late submission of documents resulting in the need to amend the VAT declaration;
 - c) PLN 50.00 net for the first recorded offense;
 - d) PLN 100.00 net for the second offense;
 - e) PLN 200.00 net for each subsequent offense.
2. If the Beneficiary, after committing two offenses, fails to pay the fee within 7 days of notification, they will be charged a lump-sum compensation of PLN 1,000.00 net for each offense.
 3. In the case of persistent neglect of duties, failure to comply with the Foundation's instructions, or unlawful actions, the Foundation may impose a contractual penalty of PLN 5,000.00 net.
 4. The payment of a penalty does not exclude the Foundation's right to claim additional compensation.

§14. Communication

1. The Beneficiary shall indicate in the Agreement their telephone number and email address from which documents referred to in section 2 will be sent.
2. Documents issued under these Terms and Conditions and the Agreement shall be considered delivered when sent to the email address specified and confirmed by the Foundation during the secretariat's working hours, or when sent by post (registered mail) to the Foundation's office address.
3. The Beneficiary authorizes the Foundation to make remuneration payments under contracts of mandate or contracts for specific work based on scanned documents, provided the documents are sent from the email address specified in section 1. Despite sending scans, the Beneficiary is obliged to deliver the original documents to the Coordinator/Manager/Director by the 5th day of the month following the electronic submission.
4. The only email address for contact from the Beneficiary is the one provided in section 1, and the Foundation shall not be held liable for any instructions sent from this address by third parties. The Foundation is not obliged to verify whether the message was sent by the Beneficiary or a third party, and the Beneficiary bears full responsibility in such cases.
5. The Beneficiary or persons jointly running the project (in accordance with §11 section 6) are the only individuals authorized to obtain information regarding the project. Other individuals are not entitled to receive any information from the Foundation.
6. In the case of a jointly run project, instructions issued by any of the involved persons will be treated by the Coordinator/Manager/Director as final, without the need to consult the other persons involved in the project.
7. The Beneficiary has no right to make claims against the Foundation related to the electronic form of document submission or settlements based on such documents.
8. In the event of any changes to the information provided in the personal questionnaire during the term of the agreement, the Beneficiary is obliged to inform the Foundation within 5 days. Otherwise, the data contained in the questionnaire shall be considered up to date.

§15. Cooperation with the Foundation After the Entrepreneurship Program

1. After completing the Entrepreneurship Program, Beneficiaries who have established a business activity are given priority access to additional services offered by the Foundation.
2. Additional paid services that the Beneficiary may use after the termination of the Agreement with the Foundation (services provided under separate agreements) include:
 - a) accounting and HR services,
 - b) consulting services,
 - c) car rental services,
 - d) other services.

§16. Complaints

3. The Beneficiary may submit a complaint via email to biuro@strefastartu.pl or by post to the registered address of the Foundation.
4. Complaints must be submitted by the Beneficiary in writing or by email within 14 days of the occurrence of the event that is the subject of the complaint.
5. The Foundation has the right to request additional information regarding the complaint, including details of the reported event or data necessary to identify the person submitting the complaint.
6. The complaint will be reviewed within 14 days from the date it is completed with all required information.
7. The response to the complaint will be sent to the address provided in the complaint submission.
8. Out-of-court dispute resolution is possible only with the mutual consent of both Parties.
9. Detailed procedures for out-of-court dispute resolution between the Parties can be found on the website of the Office of Competition and Consumer Protection: www.uokik.gov.pl, on the websites of the Provincial Inspectorates of Trade Inspection, as well as with county (municipal) consumer ombudsmen.
10. In matters not regulated by these Terms and Conditions, the provisions of the Civil Code shall apply.

§17. Final Provisions

1. The Foundation will notify the Beneficiary of any changes to these Terms and Conditions at least 7 days prior to their effective date.
2. Effective notification may be made in any form, including in writing, through direct communication, electronically, or via the Foundation's website.
3. The Beneficiary is also obliged to comply with other regulations of the Foundation that apply to the use of specific services provided by the Foundation and are attached as annexes to these Terms and Conditions.
4. In matters not regulated by these Terms and Conditions, the provisions of generally applicable law shall apply.