

TERMS OF THE EDUCATIONAL PROGRAMMING COURSE SERVICE

1. COURSE ORGANISER

The courses and camps under the common name GIGANCI PROGRAMOWANIA are organised by the following Entities:

- Giganci Programowania sp. z o.o., ul. Żurawia 6/12 lok. 508, 00-503 Warszawa, NIP [Tax Identification Number] 701-070-56-80, KRS [National Court Register Number]: 0000687990 – who is also the Data Controller.
- K&L Radosław Kulesza, ul. Gen. Wł. Sikorskiego 25/2, 07-200 Wyszaków, NIP [Tax Identification Number] 762198-35-57, REGON [National Business Registry Number] 146770236.

and their franchise units.

2. PRELIMINARY PROVISIONS 1. The Data Controller shall enable the Customer to conclude a Contract with the Entity via the Website available at <https://giganciprogramowania.edu.pl>. In some cases, the Data Controller may be the Entity.

2. The aforesaid companies which conduct the courses and camps under the common name 'Giganci Programowania' shall be the Entities.
3. In order to ensure the Customer's security, the Data Controller shall undertake technical and organisational measures adequate to the level of threat to the security of the services being rendered, in particular measures aimed at preventing the obtainment and modification of personal data by unauthorised persons.
4. At any time, the Data Controller may decide to suspend or terminate the operation of the Website. The Data Controller may also at any time decide to change, remove or add new functions on/from/to the Website.
5. The Data Controller shall be entitled to be assisted by third parties in connection with the operation of the Website, in particular in order to ensure the proper operation, development and management of the Website.

3. PARTICIPATION APPLICATION AND PAYMENTS

1. Participation in the classes shall be applied for via an e-mail sent to GIGANCI PROGRAMOWANIA at sekretariat@giganciprogramowania.edu.pl or via the application form available at www.giganciprogramowania.edu.pl.
2. Upon receipt of the application, GIGANCI PROGRAMOWANIA shall confirm to the Applicant via an e-mail sent at the address specified by the Applicant the dates of classes selected by the Applicant. The Applicant shall be obliged to specify the full name of the person to participate in the classes and any other data necessary to conclude the contract. An electronic confirmation sent by the Entity and both Parties' signature of the contract sent to the participant no later than 7 days prior to the commencement of the classes shall be confirmation of the purchase of the educational services.
3. The Contract shall always be concluded with the Entity whose data are shown in the sent contract which pertains to the course or camp in which the Customer is interested. If, in a given case, the Data Controller is not the Entity, the Data Controller's role shall be limited solely to enabling the Customer to conclude the Contract directly with the Entity via the Website – the Data Controller shall not be a party to such Contract.
4. The Applicant shall pay for the course within the time limit set forth in the Schedule, which constitutes an Annex to the Contract. A guardian of the course participant undertakes to pay the entirety of the Course fee to the Entity, irrespective of the number of classes skipped by the participant.
5. By concluding the Contract, the Customer represents that he or she is a legal guardian of the participant and entrusts the Entity with the conduct of a course or camp for that participant during the period of time and under the terms and conditions set forth in the Contract, these Terms of Service and the course/camp programme.

4. WITHDRAWAL FROM THE CONTRACT BY THE APPLICANT

1. Resignation from the classes shall be sent electronically to GIGANCI PROGRAMOWANIA at sekretariat@giganciprogramowania.edu.pl.
In the event that resignation is submitted within three days from the date of the first class of the course in the semester, all fees paid by the Applicant shall be returned.
2. In the event that resignation is submitted on a later date, a 1 month's period of notice shall apply.

3. In the event that resignation concerns a summer course, the entire amount paid by the Applicant shall not be returnable.

5. WITHDRAWAL FROM THE CONTRACT BY GIGANCI PROGRAMOWANIA

1. GIGANCI PROGRAMOWANIA shall reserve the right to withdraw from the Contract in the event that fewer than 5 participants have applied for a given course. In such case, the Applicant shall be entitled to be reimbursed for the fees paid for the classes scheduled to take place after the date of withdrawal from the contract.
2. In the event of persistent misbehaviour of a course Participant during the classes, GIGANCI PROGRAMOWANIA shall reserve the right to withdraw from the contract. Withdrawal from the contract shall be preceded by two demands for the participant to improve his or her behaviour, sent via e-mail at intervals no shorter than 7 days. In the event of flagrant behaviour or behaviour which affects the well-being and safety of other course participants, GIGANCI PROGRAMOWANIA shall reserve the right to withdraw from the contract without notice. In such case, the Applicant shall be entitled to be reimbursed for the fees paid for the classes scheduled to take place after the date of withdrawal from the contract.

6. DURATION OF CLASSES AND ABSENCES

1. The semester course classes shall be conducted once a week and last two school periods (2x45 minutes). Following 45 minutes of class, a 5-minute break shall take place. A schedule of all classes in the semester shall constitute an annex to the Contract.
2. Summer course classes shall be conducted several times a week. Each meeting shall last two school periods (2x45 minutes). Following 45 minutes of class, a 5-minute break shall take place. A schedule of all classes in the semester shall constitute an annex to the Contract.
3. In the event that a course Participant is unable to participate for any reason in any of the course classes, he or she may instead participate in the class with another group studying the same curriculum, provided that any free seats are available on a given date. In order to attend a class with another group in such manner, GIGANCI PROGRAMOWANIA must be contacted first, via an e-mail sent at sekretariat@giganciprogramowania.edu.pl,

and its employee must consent to this. Absence shall not entitle the Applicant to reimbursement or reduction of the amount to be paid by the Applicant.

7. PAYMENT SCHEDULE

1. The course fee shall be paid by the Applicant within a time limit and in the amount set forth in the Schedule, which constitutes an Annex to the Contract.
2. The advance payment shall be paid to the Entity with which the Contract has been concluded. Upon the customer's request, an invoice certifying the completion of the advance payment and of the remainder of the payment for the Participant's course shall be sent to the customer via an e-mail sent at the address specified in the form.

8. LIABILITY

1. The Guardian shall bear liability for any material damage caused by the course Participants who are children or minors.
2. GIGANCI PROGRAMOWANIA shall bear no liability for the safety of the children and minors prior to and after class. The Participants shall remain under the care of GIGANCI PROGRAMOWANIA from the moment when the Participant is entrusted by his or her Legal Guardian to the Lecturer until the end of the class.
3. GIGANCI PROGRAMOWANIA shall bear no liability for the course Participants' use of their newly acquired knowledge and skills for prohibited acts, in particular for actions connected with hacking and online security.

9. RIGHTS AND OBLIGATIONS

1. On the premises where the classes are conducted, it shall be strictly prohibited to consume alcohol, smoke, or use any intoxicants.
2. The legal guardian shall be obliged to notify GIGANCI PROGRAMOWANIA of any dysfunctions or illnesses of the course Participant which may occur or affect the Participant's behaviour during the classes.
3. The course Participant's legal guardian shall consent to the use of the Participant's image recorded in the form of photographs and videos during the course for GIGANCI PROGRAMOWANIA's marketing purposes.

10. COMPLAINTS

1. The Entity shall be obliged to render the Service with due diligence.
2. If the Applicant or Participant claims that the Service has been rendered improperly, he or she may lodge a complaint by sending it via e-mail at sekretariat@giganciprogramowania.edu.pl or via regular mail sent at the address of the Data Controller's legal seat.
3. The complaint shall contain the Applicant's identification and contact data, the description and justification of the complaint, and the demands connected with the complaint.
4. The Entity shall take a stance on the complaint submitted by the Applicant within 14 days from the date of delivery of the complaint, using the same means of communication that has been used to submit the complaint.

11. PERSONAL DATA AND COOKIES

1. The Data Controller and the Entity shall be the data controller of the personal data of the Applicant and Participant, as defined in the legal provisions on personal data protection (the Entity shall be the data controller solely with regard to the data which are processed in connection with the Contract concluded with the Applicant).
2. Information on the processing of the personal data of the Applicant and Participant and on the use of cookies has been detailed in the Privacy Policy, available at <https://www.giganciprogramowania.edu.pl/Polityka-prywatnosci.pdf>.

12. FINAL PROVISIONS

1. These Terms of Service enter into force on 1 May 2018.
2. The Data Controller shall be entitled to unilaterally amend these Terms of Service. Any amendments to these Terms of Service shall enter into force 7 days from the day on which the amended Terms of Service were published on the Website. Any changes introduced shall be communicated to the Participants by the Data Controller electronically.
3. Any disputes between the Entity and the Applicants shall be settled by the civilian court competent for the Entity's legal seat.

4. To any matters not settled in these Terms of Service, the appropriate provisions of the Act on Personal Data Protection, Civil Code and other mandatory provisions of the Polish law shall respectively apply.