

TERMS OF CODING GIANTS SERVICE

These Terms OF SERVICE set out the terms of use of the website located at: <https://codinggiants.com/> (hereinafter referred to as the 'Service") By using the Service, the User (hereinafter referred to as "User", "you", "your") accepts these Terms of Service and the Privacy Policy which supplements these Terms of Service.

Any person who wishes to use the Service must first read these Terms of Service. We make the Terms of Service and other terms and conditions of services available to everyone free of charge prior to the conclusion of the Agreement, and also - upon your request - in such a way that enables you to obtain, reproduce and record the contents of the Terms of Service with the ICT system you use. Detailed rules for using the functionality are available in dedicated Website tags. If you do not agree to these Terms, you may not use or access the Services.

Meaning of terms used in the Terms of Service:

Price list	a list presenting the Fees and their scope in a comparative manner; the Price List is made available on the Website
Course	an educational course conducted by the Organizer, designed for Participants and available in a stationary form ("Stationary Course") or electronically ("Online Course") or other type of event offered in the Service
Fees	installment or single payment for particular types of Courses offered within the Service specified in the Price List; the amount of the Fee depends on the chosen Course
Privacy Policy	a document regulating the security and protection of privacy and the processing of your personal data; the Privacy Policy complements these Terms of Service and is available at https://codinggiants.com/
Organizer	an entity having professional knowledge and authorized to conduct a Course offered on the Site; the Organizer may also be a Service Provider.
T&Cs	general terms and conditions of providing services in the form of a Course by the Organizer
Terms of Service	these Terms of Services provided through the Website
Service	the website, used in particular for the enrolment and conduct of the Courses, owned and administered by the Service Provider at https://codinggiants.com/
Participant	The User or the entity represented by the User, for and on whose behalf the Application is submitted
Agreement	an agreement concluded between the Service Provider and the User aimed to allow the User to use of the Site and provide the Services by the Service Provider to the User; general provisions of the Agreement are set out in the Terms of Service
Service Provider	Giganci Programowania Sp. z o.o. with its registered office in Warsaw (00-509), at ul. Krucza 46/LU3, National Court Register - KRS 0000687990, Tax

Identification Number - NIP 7010705680, with a share capital of PLN 5,000.00, email address: hello@codinggiants.com

Services	services provided electronically by the Service Provider consisting of making available the functionalities of the Website, including the functionalities enabling the submission of Applications
User	a natural person with full legal capacity who on the basis of and in accordance with these Terms of Service uses the Website
Application	a statement of User's intention to conclude an agreement whose subject matter is Participant's participation in the Course; submitting the Application shall not be tantamount to concluding such an agreement

1. PRELIMINARY PROVISIONS

- 1.1. None of the provisions of these Terms of Service may be interpreted in a manner that would limit the rights vested in consumers pursuant to applicable laws.
- 1.2. We do not use the Service to share commercial information or offers submitted in electronic form, as provided for by the Civil Code. In particular, the provisions concerning the submission of an electronic tender shall not apply.
- 1.3. You are prohibited from providing unlawful content and using the Service in a manner that disrupts or prevents its operation.

2. SERVICE

- 2.1. In order to use all the functionalities of the Website, the following minimum technical requirements must be met on the part of the User: (a) device with access to the Internet allowing for proper display of the Service interface, (b) active electronic mail account (e-mail), (c) cookies and JavaScript enabled, (d) installed and updated to the latest version of the Edge, Chrome, FireFox, Safari or Opera web browser.
- 2.2. The Service Provider may change elements and functionalities of the Site or Services which shall not constitute an amendment to the Agreement and the Service Provider undertakes that they shall not constitute a deterioration in the quality of the Services.
- 2.3. The Service and its components, including design and content, are protected by copyright and/or other intellectual property laws. These elements may not be reproduced, distributed or published by the User, in part or in whole, without the consent of the Service Provider. In particular, the Agreement does not allow the User to reproduce, distribute, rent, sell and any other manner of direct and indirect redistribution, both paid and unpaid, bypassing the elements of the Service.
- 2.4. Detailed rules of functioning of the Website and individual Services are available in subpages dedicated to them.

3. USERS. PARTICIPANTS

- 3.1. Subject to the points below, the Users may be natural persons who are at least 18 years old and have full legal capacity.
- 3.2. If you are between the ages of 13 and 18, you may use the Services to the extent that you can acquire rights and incur obligations under applicable law. If applicable laws require the legal guardian's consent to use the Services, the legal guardian must consent to the conclusion of the Agreement and the use of the Services no later than the conclusion of the Agreement.

3.3. The legal guardian of the Participant who is between 13 and 18 years of age shall, upon request of the Service Provider, present their consent to the Application.

4. COURSES AND T&CS

- 4.1. On the Site, the Service Provider and other Organizers shall publish information on the Courses being organized, their scope, form of delivery (Classroom Course/Online Course), and on the Fee via the Price List.
- 4.2. Within the functionality of the Service it is possible to file an Application.
- 4.3. Application is a statement of User's intention to conclude an agreement for a Course. Such an agreement shall be concluded once the procedure referred to in sections 4.5 and 4.7 below is complete.
- 4.4. Detailed terms and scope of the provided Courses are specified in each individual Course description within the Site as well as in the T&Cs.
- 4.5. It is possible to conclude the Course Agreement using the two alternative methods set out in paragraphs 4.5. - 4.7 below.
- 4.6. After making an Application:
 - 4.6.1. the User shall receive information at the e-mail address provided that the Application has been made and the procedure for confirmation with the User, the subject of which is Participant's participation in the Classes, has commenced;
 - 4.6.2. if it is possible for the Participant to participate in the Course, the User shall receive information at the e-mail address given about the possibility of concluding a relevant agreement together with a link to the T&Cs;
 - 4.6.3. If the Participant is unable to participate in the Course, the Participant shall receive appropriate information at the e-mail address provided.
- 4.7. Through the functionality of the Service, the User concludes the Course Agreement and then makes payment for the Course through a payment provider, i.e., a third party that provides the functionality to make the payment.
- 4.8. The agreement for the Participant's participation in the Course shall be concluded after the User accepts the T&Cs and sends an appropriate confirmation of the conclusion to the e-mail address provided by the User.
- 4.9. Except in cases where the Service Provider is also an Organizer, the Service Provider exclusively provides the Organizers with the Website and its particular functionalities which are used as additional tools for the Organizers. The Service Provider shall not be liable for the scope and quality of the services of the Organizers, including the consequences of the use of such services by Users, in particular participation in the Courses.

5. COMPLAINTS

- 5.1. The User has the right to make a complaint about the Service operation. A complaint should contain at least the data that allows to identify the User as the person making the complaint and an indication of justified reservations and comments to the Service or the Course. The complaint should be sent by the User via e-mail to the following e-mail address: hello@codinggiants.com or to the Service Provider's local address for correspondence.. If the complaint needs to be supplemented, the Service Provider shall contact the User with a request for supplementation.
- 5.2. The Service Provider shall respond to the complaint within 14 days of receiving it. The User shall receive a reply to the address which the complaint was sent from or to the address provided by the User in the complaint submission.

- 5.3. If the User is not satisfied with the actions of the Organizer or the level of the Course, he/she may inform the Service Provider to have the situation resolved and to have consequences drawn against the Organizer.
- 5.4. The Service Provider is not responsible for the events referred to in section 5.3 above. The User may pursue their claims, including damages directly from the Organizer.

6. REPORTING VIOLATIONS AND COMPLAINTS

- 6.1. The Service Provider does not exercise current control or monitoring over Organizers' activities conducted via the Website. The Service Provider shall verify the activity of the Organizer upon receiving a credible notice of irregularities.
- 6.2. The Service Provider acts with respect for the personal property of third parties and their rights. Therefore, if you notice activities that violate your rights or the rights of other Users or third parties, including prohibited activities of the Organizer, be sure to notify the Service Provider. In the same way, you may also notify the Service Provider of violations of these Terms of Service or applicable law.
- 6.3. Notifications regarding infringing behavior should be sent to the following email address: hello@codinggiants.com. In order to facilitate the procedure, the notification should contain at least the following information: (a) data identifying the User, i.e. name and e-mail address, if different from the address which the notification is sent from, (b) indication of content, other materials or behavior violating the law, together with an indication of what law they violate, (c) indication of the place on the Website where the content or material is located or indication of the circumstances under which the violation of the law or the Terms of Service occurred.

7. LIMITATION OF LIABILITY

- 7.1. The Service Provider shall not be liable for damages resulting from the following circumstances which you are at fault for: (a) your violation of the Terms of Service, (b) the manner in which you use the Site or Services, (c) your conduct in violation of the Terms of Service.
- 7.2. The Service Provider shall not be liable for the activity of Organizers and for damages caused by Organizers in connection with improper performance or non-performance of agreements with the Organizers.
- 7.3. The Service Provider shall be liable according to the general rules in the event that it acts simultaneously as an Organizer, subject to section 7.1. Of the Terms of Service

8. SPECIAL PROVISIONS

- 8.1. Without prejudice to the other provisions hereof, if the User does not use the Service or Courses as a consumer, the following specific provisions shall apply: (1) the Service Provider shall not be liable for damages caused to the User through unintentional fault, and the Service Provider's liability shall be limited to the actual losses incurred by the User, (2) any disputes arising between the Service Provider and the User shall be submitted exclusively to the court having jurisdiction over the Service Provider's registered office, (3) if any of the provisions of these Terms of Service are contradictory or inexact, the Service Provider shall be entitled to interpret these Terms of Service in a manner binding on the User.

9. AMENDMENT TO THE TERMS OF USE

- 9.1. The Service Provider may amend these Terms of Use for important legal reasons (amendment of generally applicable law or change in the Service Provider's organizational form) or technical reasons (modernization of the Site or Services, change in the way the Site or Services operate). The User shall be informed of amendments to the Terms of Service, together with the reasons for such amendments, by e-mail sent to the e-mail address to which his/her Account is registered 7 (seven) days prior to the effective date of the new Terms of Service. During this time, the User should accept the new provisions of the Terms of Service or refuse to accept them and terminate the Agreement with immediate effect.

10. DISPUTE RESOLUTION

- 10.1. If the User is a consumer, he/she may use alternative dispute resolution (ADR) methods to court proceedings, in particular through mediation, conciliation or arbitration. A list of institutions to which the consumer may turn to resolve disputes under ADR can be found at: http://ec.europa.eu/consumers/solving_consumer_disputes/non-judicial_redress/national-out-of-court-bodies/index_en.html. The consumer may also make use of out-of-court complaint and redress procedures by submitting his/her complaint via the EU ODR online platform, available at: <http://ec.europa.eu/consumers/odr/> If the consumer does not wish to use ADR or ODR, any disputes arising under the Terms and Conditions will be resolved by a common court of general jurisdiction.

11.FINAL PROVISIONS

- 11.1. Contact and method of communication between the Service Provider and the User: by phone: +1 929 299 0413 by email: hello@codinggiants.com
- 11.2. The obligations arising from the Terms of Service shall be governed by the laws of Poland. Agreements are concluded in Polish.
- 11.3. If any provision of these Terms of Service proves to be invalid in whole or in part, the remaining provisions shall remain in full force and effect and in place of the invalid provisions the remaining provisions shall be interpreted in such a way that their legal force and economic effect are as close as possible to those of the invalid provisions
- 11.4. The date of entry into force of the Terms of Service: 12.09.2022