TERMS & CONDITIONS

§1. DEFINITIONS

The following terms used in these terms of service shall mean:

"Service" – service available at the address https://nerds.family hosted and made available in the SaaS (Software as a Service) model,

"Provider" or **"NERDS.FAMILY"** or **"We"** – NERDS.FAMILY Prosta Spółka Akcyjna with its registered seat in Kraków (address: Aleja Powstania Warszawskiego 15, 31-539 Kraków, Poland), entered into the registry of entrepreneurs of the National Court Register under the number: 0000968726, having Tax Identification Number (NIP): 6762616352 and Statistical Number (REGON): 521847463, e-mail address: info@nerds.family,

"Terms of Service" – these terms of service,

"User" – person that has access to the Service in accordance with the Terms of Service and that has entered into the Agreement with the Provider,

"Consumer" – any User who is a consumer within the meaning of applicable regulations (in Poland - within the meaning of the Polish Civil Code),

"Professional" – any User that is not considered Consumer under the particular applicable jurisdiction,

"Account" – User's account within the Service,

"Agreement" – agreement concluded by the User with the Provider allowing the User to access the Service,

"Partner" – trusted partner of the Provider who runs the Academy through the Service or publishes job offer through the Service (or otherwise seeks employees, subcontractors or business partners through the Service),

"Academy Participation Agreement" – agreement concluded by the User with the Provider allowing the User to participate in the Academy organized by the Partner,

"Academy" – project organized by a Partner available through the Service,

"Charges" – any and all charges due to the Provider by the User in association with User's access and use of the Service, including in connection with obtaining access to the Academy selected by the User.

§2. INITIAL PROVISIONS

The purpose of the Service is to create a supportive community of people interested in acquiring and developing knowledge, skills and competences useful in the IT industry.

Through the Service, Users can participate in Academies, take part in recruitments conducted by Partners and access knowledge and educational materials, including, for example, quizzes, tasks, knowledge bases, questions and answers, as well as interact with other Users.

§3. CREATING AN ACCOUNT AND SIGNING UP FOR THE ACADEMY

The Service may be accessed only through logging-in to the User's Account. In order to register the Account, the User has to:

1. fill in the registration form available within the Service,

2. accept the Terms of Service,
3. confirm his e-mail address,
4. be registered on other sites indicated by the Provider and integrate the accounts held on these sites with the User's Account on the Service.

Agreement is concluded upon the registration of the Account in the Service. Agreement is concluded for indefinite period of time.

The User is obliged to accept and comply with the terms of service of providers of platforms, tools and others solutions used in connection with the use of the Service.

Provider has the right to refuse to create an Account in the Service for a User who already has an Account in the Service. Creating more than one Account is a serious infringement of the Terms of Service.

Academy Participation Agreement is concluded when the Provider confirms the acceptance of the User's candidacy for a particular Academy and the User pays the Charges associated with participation in the Academy (if required). Participation in the Academy may be conditioned on the User's solving the admission tests and achieving the level of performance required by the Provider or Partner. The Provider or Partner may indicate other requirements for participation in a particular Academy.

§4. RULES RELATED TO THE USE OF THE SERVICE

Users are prohibited from providing to the Service any content that is illegal, violates applicable social norms or principles of social coexistence on the Internet. It is also forbidden, within the framework of using the Service, to undertake any actions by the User that may violate any rights of third parties, including personal rights, copyrights or intellectual property rights, concerning in particular other Users, Partners, Provider or any other persons acting for or on behalf of the Provider (e.g. employees, subcontractors or associates of the Provider). Such actions constitute a violation of the Terms of Service and may be grounds for Provider to terminate the User's Agreement. The User agrees not to, not to attempt to, nor allow any third party to:

5. copy, distribute, lend, license, sublicense, sell, resell, time share, lease or transfer the Service or otherwise commercially exploit or make the Service available to any third party,
6. decipher, decompile, reverse engineer or disassemble the Service or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Service,
7. adapt, modify or hack the Service or otherwise attempt to gain unauthorized access to the Service or related systems or networks,
8. create derivative works based on the Service,
9. modify, remove or obscure any copyright, trademark, patent or other notices or legends that appear in the Service or during the use and operation thereof,
10. falsely imply any association or sponsorship with the Provider,
11. utilize any software or technology designed to circumvent any license keys or copy protection used in connection with the Service,
12. use the Service in any unlawful manner, including, but not limited to, violation of any person's privacy rights,
13. use the Service in any manner that interferes with or disrupts the integrity or performance of the Service and its components,

14. use the Service to knowingly post, send, transmit, upload, link to or store any viruses, malware, Trojan horses, time bombs or any other similar harmful software,
15. use the Service to knowingly post, send, transmit, upload, link to or store any content that is unlawful, racist, hateful, abusive, libellous, obscene or discriminatory; in particular any material that would infringe on intellectual property rights of other entities (like trademarks or copyrights).

It is forbidden within the Service to:

16. publish and use personal data of others or their images without appropriate legal basis,
17. upload content violating the rights of third parties, including intellectual property rights,
18. provide malicious software,
19. undertake actions of spamming character and having features of an act of unfair competition or unfair market practice,
20. interfere, block, overload, interrupt, slow down and obstruct the normal functioning of the Service,
21. post content that damages the good name or reputation of the Provider, Partners or other Users,
22. promote totalitarian systems, symbols associated with them, incitement to hatred or to commit a crime,
23. post content that is vulgar, or contains vulgarities, or content that is commonly regarded as offensive,
24. post content that promotes the use of drugs, psychoactive substances, promotes alcohol abuse or gambling, or any other behaviour that is prohibited,
25. post content of an advertising, promotional or marketing nature,
26. link to sites or files containing any of the above content are prohibited.

The User may not use any automated means, including agents, robots, scripts or spiders, to access or manage the Service, except solely to the extent as may be specifically enabled and authorized by Provider.

Nobody is allowed to use automated systems or software to extract data from the Service or websites it is related to ('data scraping').

User's access to or use of the Service may be suspended or terminated by the Provider if:

27. such action is necessary to ensure the safety of the system or the network which is used by the Service,
28. the User gives access to his Account to a third party,
29. the User has violated the Terms of Service or community rules,
30. the User gained access to the Service in an unauthorised manner.

The User is responsible for safeguarding the password that the User uses to access the Service and for any activities or actions under User's password, the User agrees not to disclose his password to any third party. The User is obligated to notify the Provider immediately upon becoming aware of any breach of security or unauthorized use of User's Account.

Content published by the User on the Service that violates the Terms of Service or is inconsistent with the nature of the Service may be temporarily or permanently hidden or removed by the Provider.

§5. PRICING POLICY

The Charges and pricing policy are indicated in the price list available at: https://nerds.family/pricing.

By accepting these Terms of Service the User grants his consent for the Provider to issue electronic invoices without having to submit his signature.

If the User fails to pay the Charges, the User Account may be temporarily or permanently blocked.

§6. INTELLECTUAL PROPERTY RIGHTS

The content and structure of the Service are protected by copyright.

No provisions of the Terms of Service result in any transfer of any rights, title or ownership of the Service or any Provider's software, technology, materials or know-how. The Service is made available in a Software as a Service model.

Duplication of data or information placed in the Service, in particular the use of code, algorithms, models, texts, photos and graphics, as well as their fragments, in cases other than those expressly permitted by law or Terms of Service, without the consent of Provider it is prohibited (unless they belong to third parties and Provider uses them only based on non-exclusive licence).

Intellectual property rights include in particular all forms of proprietary rights, titles, interests and ownership relating to patents, copyrights, trademarks, trade secrets, know-how, moral rights and all similar rights of every type that may exist now or in the future in any jurisdiction, including without limitation all applications and registrations therefore and rights to apply for any of the foregoing.

Upon publication by the User of any content in the Service (including text, photos, graphics, videos, code or any other materials, hereinafter referred to as "Content"), the User grants the Provider a license to use the Content (hereinafter referred to as the "License").

The License is granted for an indefinite period of time and is royalty-free, non-exclusive, territorially unlimited, transferable and with the right to grant further sublicenses. The primary purpose of the License is to ensure the proper operation of the Service and to fulfill the purposes of the Service as described in section II of the Terms of Service.

The license is granted in all currently known fields of use, including those specified in Article 74 section 4 (for Content constituting computer programs) and Article 50 (for Content constituting other works) of the Polish Act of 4 February 1994 on Copyright and Related Rights, and in particular in the following fields of use:

31. use, display, transmission and storage regardless of format, system or standard,
32. permanent or temporary fixation or reproduction in whole or in part, by any means and in any form, regardless of format, system or standard, including entry into the memory of any number of devices and permanent or temporary fixation or reproduction of such records, including making copies and free use and disposal of such copies,
33. marketing, lending or renting of the original or copies,
34. public dissemination, in particular making available in such a way that everyone can have access to it in a place and time chosen by themselves, in particular making available electronically on demand,
35. dissemination on the Internet and in closed networks,
36. the right to determine the names of the Content under which it will be used or distributed,

37. the right to use the Content for marketing or promotional purposes, including advertising, sales promotion, as well as to mark or identify products and services and other manifestations of activity, and for informational, educational or training purposes,
38. the right to create new versions and adaptations (translation, adaptation, rearrangement or any other changes),
39. right to perform all works based on the Content and related works, in unlimited number of uses and in any places,
40. right to dispose of and use derivative works in relation to the Content and related works, in particular any elaborations, adaptations or modifications thereof,

and additionally the following fields of exploitation of the Content being computer programs:

41. the right to permanently or temporarily reproduce the computer program in whole or in part by any means and in any form,
42. right to translate, adapt, rearrange or make any other changes in a computer program, retaining the rights of the person who made such changes,
43. right to distribute the computer program, including lending or leasing, the computer program or its copies,
44. the right to reproduce the code or to translate its form, including the right to permanent or temporary reproduction in whole or in part by any means and in any form, as well as the elaboration (translation, adaptation or any other modifications) without limiting the conditions for the admissibility of such acts, in particular, but not exclusively, for the purpose of use for the interoperability with computer programs or for the purpose of developing, manufacturing or marketing, lending, renting or other forms of use of a similar or similar form.

The User grants the Provider the right to exercise and allow third parties to exercise derivative copyrights over the Content and its compilations and agrees that the Provider will do that.

If the Content published by the User contains User's image, the User consents to distribution of this image by Provider within the Service. The use of User's image may take place in all fields of exploitation listed in section 6.7. above. User agrees to process User's image, including through framing, composition, editing and combining with films, photographs, texts and illustrations, in a manner necessary for proper operation of the Service and provision of other services by Provider.

The License may be terminated by the User, however, upon 5 years' notice period counted from the deletion of the User Account and with effect at the end of the year.

The User agrees not to raise any claims against the Provider or any third parties authorized by the Provider in connection with the use of the Content and the User's image.

In the event of claims of third parties against the Provider for infringement of their rights to the Content, the User shall indemnify the Provider against any liability arising in connection with the use of the Content, including, in particular, all costs incurred by the Provider in the event of claims of third parties in connection with the use of the Content.

§7. HARDWARE & COOKIES

In order to fulfil the legal requirements, the Provider hereby informs that:

45. usage of the electronic services, in particular of the Service, by means of the Internet, involves certain risks. The main one is the possibility of infecting the ICT system by viruses, malware and Trojan horses. In order to avoid the threats associated with them, it

is recommended that the Users installed anti-virus software on their devices and ensure updating this software,

46. the Provider inserts so-called "cookies" files to the ICT system used by the User, i.e. inserts small pieces of text sent by the website to the web browser, which are re-sent by the browser during next visits on the website. Cookies are used mainly to keep the sessions, i.e. to keep the User logged-in. They may, however, be used for other aims – thanks to cookies the User does not have to fill in the same information every time he returns to the website. More detailed information regarding cookies may be found in the Provider's privacy policy.

The device on which the Service will be running must meet the following technical requirements:

47. have access to the Internet,
48. have an installed web browser in the newest version provided by the producer,
49. the web browser must support Java Script and cookies,
50. have minimal screen resolution of 1366x768.

The User is solely responsible for installing, purchasing and configuring all hardware and software necessary for User's access to and use of the Service.

The Provider informs, and the User acknowledges, that the Provider shall collect the operation data by which is meant data regarding the operations of the Service and User's use thereof; the said data may include, in particular, User progress, User interactions, when and how often the User uses the Service and particular features of the Service.

§8. COMPLAINT PROCEDURE

In the event the User finds any malfunctions or errors of the Service which constitutes infringement of these Terms of Service attributable to the Provider, the User may file a complaint via e-mail sent to: info@nerds.family.

The complaints referred to in point 8.1. shall be dealt with by the Provider within a reasonable time.

As soon as the Provider's decision upon the complaint is made, the User shall be informed by the Provider on acceptance of the complaint or that the complaint is without merit in Provider's opinion.

Complaint should include:

51. indication of the User making the complaint and the e-mail address used for the Account,
52. indication of the functionality of the Service to which the complaints relates.

During the complaint procedure, the Provider may ask the User for additional explanation, information or verification of the project of the situation that caused the complaint.

If the Consumer is not informed about the Provider's decision regarding the complaint within 30 (thirty) days from the date of receipt of the complaint by the Provider, it is considered that the Provider has accepted the Consumer's complaint. This provision does not apply to Professionals.

Specific regulations regarding complaints made by Consumers are stipulated in section 9.

§9. PROVISIONS REGARDING CONSUMERS

The provisions of this section of the Terms of Service apply only to Consumers:

The Consumer is allowed to withdraw from the Agreement and the Academy Participation Agreement within 14 (fourteen) days of its conclusion each.

The right of withdrawal from the Agreement and the Academy Participation may not be granted to the Consumer to the extent that they relate to a service already performed or a service for the provision of digital content not recorded on a tangible medium, if the performance of the service began with the Consumer's prior consent.

The Provider may require additional confirmation of acknowledgement of the regulations stipulated in section 9.2. for the service to begin immediately. Otherwise the service may not be available for the Consumer before the 14 (fourteen) days period indicated in 9.1. ends.

The User is obliged to pay for the services provided until the withdrawal from the Agreement or the Academy Participation Agreement, and the payment amount is calculated in proportion to the scope of the service provided, taking into account the price agreed in the Agreement or the Academy Participation Agreement.

The Consumer may execute his right of withdrawal by:

53. sending an e-mail to the address: info@nerds.family,
54. by using the functionality available on the Service.

The Consumer may (but is not required to) use the template of declaration on execution of right of withdrawal provided by the Provider.

To meet the deadline for execution of the right of withdrawal indicated in 9.1 it is enough to send the letter with declaration of execution of the right of withdrawal within this deadline.

After the complaint procedure stipulated in this point VIII of Terms of Service is finished, the Consumer may file the case to the relevant court to pursue their claims. The Consumer may also use one of the available out-of-court complaint and redress mechanisms, including mediation and conciliation court. In the Republic of Poland such courts are run by the relevant unit of Trade Inspection. Also, local Commissioners for Consumer Rights, relevant for particular city or county may provide information and help to the Consumer. Specific information about availability of the out-of-court procedures may be available in offices of the relevant authorities (city and county Commissioners for Consumer Rights, Regional Trade Inspection Inspectorates) or on their websites and on the website of Polish Office of Competition and Consumer Protection (www.uokik.org). For other countries and jurisdictions the local authorities or organisations may provide and help and out-of-courts dispute resolution procedures for Consumers.

Provider informs the Consumers about ODR (on-line dispute resolution) platform that functions under the address: http://ec.europa.eu/consumers/odr. This platform may be used to settle disputes between consumers and entrepreneurs.

Notwithstanding the information indicated in section 9.8. and 9.9., the Provider does not have to agree to participate in out-of-court or mediation proceedings unless it is or becomes mandatory.

Provider is liable to Consumers for proper execution of the agreements concluded with the Consumer, as stipulated in any obligatory applicable regulations.

Provider is not bound by any additional, non-obligatory codes of good practices, guidelines or other similar documents. Still, even according to the obligatory regulations, it is prohibited for the Provider to breach rules of fair competition and to commit unfair commercial practices.

At times when there is possibility to choose a free pricing option, the Provider recommends the Consumers to first try to use such option (if it is currently available in the Service) to become

familiar with the functionalities of the Service. If the User resigns from using the Service during such time-limited test period, the User does not bear any charges. This provision does not oblige the Provider to offer free or promotional pricing options.

§10. PROVISIONS REGARDING PROFESSIONALS

The provisions of this section of the Terms and Services apply only to Professional:

The Service is provided on an "as is" and "as available" basis with no representations or warranties of any kind.

The Service is moreover provided without warranty of any kind, express or implied, including but not limited to the warranties of availability (also future availability), accessibility (i.e. there is no guarantee that the Service will be accessible from each operating system or electronic device), merchantability, fitness for a particular purpose and non-infringement. In no event shall the Provider be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the use of the Service or the use or other dealings in the Service.

The Professional is not entitled to a refund of the Charges or any other amounts already paid for the use of the Service or participation in the Academy, in particular if such User decides to terminate or withdraw from the Agreement or the Academy Participation Agreement (this provision shall not be construed as a reservation of the right to terminate the Agreement or the Academy Participation Agreement).

Provider shall not be liable to the User for situations related to any actions or omissions performed by the User in connection with the use of the Service.

The Professional agrees to indemnify and hold harmless the Provider and its subsidiaries, affiliates, officers and directors from and against any and all claims, lawsuits, damages, losses, liabilities and costs (including legal costs and attorney's fees) that directly or indirectly arise or result from User's use or misuse of the Service, any violation by the Professional of any of the provisions of this Agreement or the privacy policy, or any infringement by the Professional of any third party's rights.

The Provider reserves the right to modify, add or delete any documents, information, templates, sites or other content appearing on or in connection with the Service, including these Terms of Service, at any time without prior notice of the Professional.

The Professional agrees not to raise any claims against the Provider or any third parties authorized by the Provider in connection with the use of the Content and the User's image.

In the event of claims of third parties against the Provider for infringement of their rights to the Content, the User shall indemnify the Provider against any liability arising in connection with the use of the Content, including, in particular, all costs incurred by the Provider in the event of claims of third parties in connection with the use of the Content.

§11. TERMINATION OF AGREEMENT

The Agreement or the Academy Participation Agreement may be terminated by the User in accordance with the provisions of the Terms of Service as well as - within the scope permitted by law.

The User may terminate the Agreement or the Academy Participation Agreement at any time; however, the termination will be effective at the end of the month in which the User submits the

notice. Charges are due to Provider for the month in which the User submits a notice of termination.

§12. FINAL PROVISIONS

The Provider has the right to change the Terms of Service at any time. The Provider may change the Terms of Service, taking into account the preservation of Users' rights and the need to inform them accordingly. After changing the Terms of Service, the User will be notified of the new content of the Terms of Service by e-mail or when logging in to the Service for the first time. In such a case, the use of the Service will depend on the acceptance of the changes to the Terms of Service.

In the case of a Professional User, Polish law shall apply to the assessment of the rights and obligations of the parties under the Terms of Service. In the case of Consumers, the jurisdiction of the law is determined in accordance with generally applicable law, in particular regarding the protection of consumer rights.

Unless otherwise provided by mandatory provisions of law, the court having jurisdiction to resolve any disputes that may arise in connection with the Terms and Conditions shall be the court having jurisdiction over the Provider's address indicated in section I.1.2. of the Terms and Conditions. This provision does not apply to Consumers.

These Terms of Service constitute the rules of rendering electronic Services within the meaning of Polish Act of 18th July 2002 on rendering electronic services.

The illegality, invalidity or unenforceability of any provision of these Terms of Service shall not affect the legality, validity and enforceability of any other provisions hereof. In the event that any provision of these Terms of Service is held unenforceable for any reason, the remaining provisions of these Terms of Service shall remain in full force and effect.

These Terms of Service may be drawn up in more than one language version.

The Terms of Service become effective on: December 22, 2022.