TERMS OF SERVICE
YOUNGCODER PORTAL
Version 01/2011 of 08.06.2011

§ 1. GENERAL

1. The Terms apply to the use of the Service provided electronically via the Portal.
2. The Portal and the Service provided via the Portal are owned by Progman.

§ 2. DEFINITIONS

1. Progman - a company operating under the name Progman S.A., based in Gdynia, Al. Zwycięstwa 96/98, entered into the Register of Entrepreneurs maintained by the Regional Court of Gdansk-Polnoc in Gdansk, 8th Economic Division of the National Court Register under KRS No. 0000322718, VAT Number 586-201-01-11, share capital: PLN 700 000.00, paid in total.
2. User – an individual person, a legal person, a school as defined in the Education System Act (primary schools, secondary, and upper-secondary, artistic) or other entity which has signed a Legal Agreement with Progman.
3. Consumer – a User who is an individual person and signs the Agreement for the purpose not directly related to one's business or professional activity.
4. Agreement – a contract for the provision of electronic services signed in an electronic form by a User and Progman.
5. Terms – the present terms of the Service provision.
6. Service – a service provided in an electronic form via the Portal and an Account on conditions defined in the Price list, the Agreement and Terms.
7. Account – an individual electronic User's account activated by Progman, verified on the basis of User's login protected with a password belonging to the User.
8. Portal – computer software owned by Progman enabling the provision of the Service.
9. Payment – amount due for the Service provision payable to Progman by a User. The amount is defined specifically in the Agreement and the Price list.
10. Price list – the present list of Services along with the description and specifications of the Service, available on the Portal.

§ 3. AGREEMENT FOR THE SERVICE PROVISION

1. The Agreement becomes effective upon a User's written or electronic acceptance of the Terms of the Agreement, and by crediting the account of Progman with the Payment.

2. Terms are an integral part of the Agreement. The Agreement becomes effective on condition that an Account is activated. Without signing the Agreement yet after having the Account activated a User can use a demo version of the Service free of charge for a specified period of time. The use of a demo version of the Service is subject to the provisions of the Terms.

3. Based on the Agreement Progman shall provide a User with a revocable, non-exclusive and non-transferable licence to use the Service in place and time chosen by the User for a period of time the Payment was made for.

4. A User is not entitled to transfer rights and obligations of the Agreement to third parties without Progman consent. A User shall not sublicence the use of the Service.

5. A User shall not render any other services based on the Service, in particular against payment A User shall not make the Service available to other unauthorized users as part of one's business or non-profit activity.

§ 4. PAYMENT

1. On account of the Service provision a User shall be obliged to make a Payment into Progman account amounting to the price stated in the present Price list. The Payment stated in the Price list contains VAT due upon signing the Agreement.

2. Payments shall be made in advance. The Agreement shall not be signed and the Service shall not be provided unless the Payment is made and Progman account is credited.

3. The Payment for the Service shall be made by a User with the use of an electronic payment service or a bank transfer.

4. The Payment shall be made against a pro forma invoice generated by the Portal. Once a Payment has been made a User can download an invoice from the Portal.

5. A User agrees on having the invoice issued in an electronic form in PDF format or other format which guarantees invariability of the invoice content.

§ 5. WITHDRAWAL AND SUSPENSION OF THE SERVICE PROVISION

1. Within 90 days following the conclusion of an Agreement a User can withdraw from the Agreement with an effect starting from the date of the notice of withdrawal. A statement of withdrawal from the Agreement shall be null and void unless submitted in writing to Progman. When a User withdraws from the Agreement Progman shall refund half of the previously made Payment and transfer the money at the bank account provided by the User. The User waives any other claims against Progman.

2. Progman shall suspend the Service provision in the case when a User:
   1) provided false personal data upon signing an Agreement;
   2) acts to the detriment or potential detriment of the Portal or third parties;
   3) fails to perform the provisions of the Agreement, Terms, the Price List and generally applicable law.
3. The suspension of the Service provision lasts until the reason justifying the suspension is established. The term of the Service provision shall not be lengthened by the suspension time.
4. Termination or expiry of the Agreement might cause an irrevocable loss of data used by a User while using the Service which the User agrees on.
5. A Consumer can withdraw from the Agreement by submitting to Progman a written notice within 10 days following the conclusion of the Agreement. The right to withdraw from the remote Agreement shall not apply to Consumers who have been provided with the Service, as agreed with the Consumer, prior to the date described in the above-mentioned sentence.

§ 6. CONDITIONS FOR THE USE OF THE SERVICE

1. In order to use the Service a User should be equipped with a computer connected to the Internet and a browser of the latest version with all available updates from the producer.
2. A User can access the Service via an Account. Only an authorized User can use the Account. A User can use the Service solely on one device at a time.
3. A User holds exclusive responsibility for the security of the Account, in particular User's password and a username including any cases of the use of the Account by third parties.
4. If a User suspects that his/ her password and a username might be known by unauthorized people, the User is obliged to immediately inform Progman about it as to change the User's username and the password.
5. A User can use the Portal only in accordance with the law, and rules of social coexistence and good practices.
6. A User must not remove or make any changes to the software included in the Portal, copy or scan this software as well as infect the software with viruses and enter other programs that may cause software failures.
7. Progman reserves the right to unilaterally decide on the contents of the Portal.
8. Progman may terminate or significantly limit the Service provision or change conditions concerning the provision of the Service as well as change, limit or deactivate the Portal functions for up to 24 hours in a calendar month if there are reasonable circumstances that unable the fulfillment of requirements for the

maintenance of continuity of the Service, and in the case of electricity network failure, particularly dangerous situations or in the need for protecting the integrity of the Portal.

9. In accordance with current provisions of law Progman guarantees to keep secret telecommunication information, especially relating to confidentiality of information transferred while using the Service, User's data, information about the Services a User is provided except for special cases when such information need to be revealed on the basis of the provisions of law.

§ 7. PROGMAN LIABILITY

1. Progman holds responsibility for non-performance or improper performance of the Agreement only in the scope of generally applicable law, the Terms and the Agreement.

2. Progman does not hold responsibility if non-performance or improper performance was caused due to reasons at the User's side, especially if a User does not fulfill the technical requirements of the Service provision, wrong configuration of the Service of Portal's function made by the User, or unsecured access to the Account by the User.

3. Progman does not hold responsibility for the data being transmitted by a User due to the fact that Progman is not an initiator of the transmission, does not choose an addressee of the data and does not delete or modify the data being transmitted.

4. When using the Service a User agrees to use data to which one holds a legal title only. A User absolves Progman from any responsibility if as a result of using false data by the User (in particular, such for the use of which the User had no legal title) the rights of third parties have been violated, especially if damages have been caused. In such case the User is obliged to enter into legal proceedings in the position of Progman within seven working days from the date of being informed by Progman about such legal proceeding, and to cover any costs (damages) arising out of or in connection with the proceedings.

5. For each day of an interruption of the Service provision which Progman holds responsibility for pursuant to the provisions of the preceding paragraphs the User is entitled to compensation in the amount of 1% of the Payment for the Service (excluding VAT).

6. Provided that a complaint submitted by a User has been accepted the payment is refunded pursuant to the User's complaint by making a payment to the User's bank account.

7. A User agrees to limit Progman compensation liability to the amount of Payment a User has made for the provision of Services which caused the compensation liability.

§ 8. COPYRIGHTS

1. The Portal and the software included are owned by Progman and are subject to copyright protection, which is subject to protection based on the Act on Copyrights and Related Rights.
2. By virtue of the provisions of the Agreement and the Terms a User is entitled to use the Service and the Portal within the scope described in the Agreement and the Terms.
3. Any infringement of Progman copyrights is forbidden and might cause civil and criminal penalties.

§ 9. PERSONAL DATA PROTECTION

1. Progman is the Administrator of personal data made available by a User with regard to the realization of the Agreement.
2. Personal data a User makes available to Progman shall be processed by Progman in order to execute the Agreement in accordance with the provision of the Act on Personal Data Protection. Progman shall process User's personal data for other purposes only if given consent from the User.
3. A User has a right to view and edit his/ her personal data and, in cases outlined in the act, to submit a written request to cease the processing of one's personal data and the right to object to transfer one's data for marketing purposes or to transfer the data to another administrator.
4. A User is obliged to provide one's own personal data and correct contact information. A User shall hold responsibility for the damages made to Progman or a third party, for which Progman shall not be liable, arising from the false data provided by the User.

§ 10. TECHNICAL SERVICE

1. Progman shall provide a User with technical service within the range of the Service provided.
2. Any remarks concerning a proper performance of the Service shall be submitted via an electronic mail at the address info@youngcoder.eu, or with the use of a contact form available on the website www.youngcoder.eu.

3. Progman shall be obliged to take steps aimed at removing the source of failure in the Service within 48 hours from the date of a notification from a User.
4. Defective performance of the Service shall be, to the extent possible in terms of organizational and technical Progman abilities, removed immediately.

§ 11. COMPLAINTS

1. Complaints concerning the Service or software available on the Portal, within the range of Progman liability, shall be submitted in an electronic form with the use of a contact form available on the website www.youngcoder.eu. A complaint shall be sent to Progman with the use of an electronic mail at the address info@youngcoder.eu.
2. A written complaint should contain at least: User's identification, first name and last name of a contact person, contact information including a mailing address, email, telephone number, an indication of the amount and the way of payment of the potential refund, exact description of a failure and the date the failure occurred, and the technical information about the computer and the Internet connection being used by the User.
3. A complaint which does not meet the requirements defined in the Terms becomes effective at the date of submitting missing information.
4. A complaint submitted properly shall be considered within 7 days from the date of submission.
5. A User will be notified electronically at the given email address about the decision indicating the way of handling with the complaint if it was accepted, or indicating no reasons for complaints otherwise.

§ 12. CONTACT

1. Progman, unless otherwise stated in the Agreement or the Terms, accepts correspondence relating to the Services provided in an electronic form with the use of the contact form available on the website www.youngcoder.eu, or with the use of an electronic mail sent at info@youngcoder.eu.
2. A User, unless otherwise stated in the Agreement or the Terms, accepts correspondence relating to the Services ordered at the email address provided by the User.
3. A User declares that the email given by the User is:
   1) used only by the User,
   2) Guarantees secure transfer of messages within the meaning of Art. 175 of the Act of 16 July 2004 Telecommunications Law,

3) free from mechanisms preventing Progman from sending essential for the provision of the Service electronic correspondence,

4) checked every day and the correspondence sent to the email address is read every day.

4. Until the date of notifying Progman about the change of email address by a User, electronic mail is sent to the current email address with a binding effect.

5. Correspondence sent to Progman or User's email address is acknowledged as a declaration of will within the meaning of Article 60 Civil Code at the time referred to in Article 61 §2 Civil Code.

§ 13. USER DECLARATIONS

1. A User agrees to sign an Agreement in an electronic form, send invoices in an electronic form, exchange correspondence in an electronic form, and declares that he/ she received in an unambiguous, clear and exhaustive way all requested information, in particular about:

1) technical activities comprising the procedure of signing the Agreement,

2) legal consequences of accepting the Terms by a User,

3) Progman rules and ways of the record, security and how the contents of the Agreement are made available,

4) methods and technical means of tracking and correcting errors in entered data which are available to a User,

5) essential Service properties, especially about potential dangers connected with the use of the Service, and the aim of software or data used by a User, Progman included in the system, which are not a part of the Service,

6) Payment covering any components, especially taxes,

7) rules of making a Payment,

8) place and ways of filing complaints,

9) a right to view, correct and delete one's own personal data,

10) scope, purpose and time of transmission data and other data, and possibilities of the influence on the scope of the transmission.

2. A User declares that he/ she obtained the Terms and the Price List free of charge and that he/ she made themselves acquainted with the contents before signing the Agreement and the Service provision.

3. A User gives consent to an immediate start of the Service provision and shall not use the right to withdraw from the Agreement within 10 days from the date of signing it.

4. A User declares that, under pain of civil and criminal liability, he/ she holds a legal title to the data that they use at the Service configuration.

5. A User gives consent to receive in an electronic form, at the email address provided, commercial information coming from Progman and administrative information connected with the realization of the Service. A User was informed about the possibility to withdraw the consent at any time with no consequences.

6. A User gives consent for the personal data processing for the purposes arising from the Agreement, for marketing and commercial purposes, and authorizes Progman to transfer these data to other subjects Progman cooperates with as a result of the Service provision.

7. A User declares that was informed about a right to view, edit and delete one's own personal data.

8. A User accepts the fact that signing and performing the Agreement by Progman shall be contingent on technical and legal possibilities of the performance of the Agreement to the benefit of a User in a given location.

9. A User declares that will not use the Progman system, especially the Portal, to transfer illegal contents.

§ 14. FINAL PROVISIONS

1. Any activities of the Parties, except for clear written statements submitted as a written annex, will not qualify as to shorten the time which the Agreement was signed for, nor time limits provided in the Agreement or to modify any its provisions.

2. In order to eliminate doubts, the Parties agree, in accordance with Article 58 §3 of the Civil Code, that in the case if any part of the Terms or the Agreement proves invalid or in other way legally defective the remaining parts of the Terms and Conditions, the Price list or the Agreement remain in force. Invalid or in other way legally defective provisions shall be recognized as deleted and substituted with provisions which are in conformity with generally applicable law and previous wording of the provision, and if it were not possible to determine a wording of such a provision it shall be then replaced with provisions complying with generally applicable law.

3. For the interpretation of the Agreement and dispute resolution only the provisions of Polish law shall apply. The relevant court for any dispute resolution is the common court of law in the territory of the Republic of Poland.