

Regulations

§ 1. General provisions

1. These Regulations have been drawn up on the basis of the legal provisions in force in the Polish territory, in particular on the basis of the Act of 30 May 2014 on Consumer Rights (Journal of Laws of 2014, item 827 as amended) and of the Article 8 paragraph 1 point 1 of the Act of 18 July 2002 on Rendering Electronic Services (Journal of Laws No. 144, item 1204 as amended).
2. These Regulations define:
 - a. nature and extent of services provided by Absolvent in relation to Code Europe conference and fairs organized by Absolvent;
 - b. the rules for the provision of services by Absolvent in relation to Code Europe conference and fairs organized by Absolvent;
 - c. conditions for conclusion and termination of agreements for the provision of electronically supplied services;
 - d. conditions for using CodeEurope.pl by natural persons, in particular duties and powers of registered individuals; and
 - e. complaint procedure.
3. Each User is obliged to read the Regulations before registering.
4. The User is entitled to take further actions after prior consent and acceptance of all the provisions of the Regulations.
5. Regulations are available free of charge to Users at [https://www.CodeEurope.pl/\[@\]](https://www.CodeEurope.pl/[@]) so as to acquire, play and consolidate its content.
6. All information, data, and materials available on the website CodeEurope.pl are subject to copyright protection or any other rights of Absolvent and third parties, and they are subject to legal protection. Users are not entitled to use available information, data, and

materials in any other scope than to review the content in order to avail of Services, and to process via computer system of a User in that scope.

7. In matters not covered by the Regulations, the relevant provisions of the law are applied.

§ 2. Definitions

The following capitalized terms shall have the following meanings in these Regulations:

1. **Absolvent** - Absolvent.pl limited liability company, with its registered office in Warsaw (address: ul. Grochowska 306/308, 03-840 Warszawa); NIP 5213636204, REGON 146270491, entered into the Register of Entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, XIII Commercial Division, under KRS KRS 0000447104, share capital of 237.180,00 PLN, e-mail address: tomasz.kreczmar@codeeurope.pl, phone number: +48 795 888 166.
2. **Conference** – conference and fairs under the name Code Europe organized by Absolvent; in order to avoid ambiguity it is assumed that Conference does not constitute a tourism service in the meaning of the Act on Tourism Services of 29 August 1997.
3. **CodeEurope.pl** – internet service available at www.CodeEurope.pl, solely owned by Absolvent, through which the registration of Users is being performed.
4. **Account** – User’s account set up at CodeEurope.pl. The account gives the User an access to services, the ability to modify data and to change Account settings.
5. **Administrator** – a person appointed by Absolvent, responsible for the adherence to the Regulations by Absolvent.pl, in particular powers of Absolvent in order to exercise powers by Users.
6. **Profile** – a place, where collection of information about a User is published.
7. **Regulations** – these Regulations
8. **Party or Parties** – respectively Absolvent and/or User.
9. **User** – a natural person, who is a consumer in the meaning of Art. 22¹ of Civil Code of 23 April 1964 r. (Journal of Laws No. 16, item. 93 as amended).
10. **Participant** – a User, who registered in accordance with the provisions of these Regulations, paid relevant fee and obtained a ticket, which enables the participation in the Conference.

11. **Agreement** – agreement concerning participation in the Conference and providing electronic services made between Absolvent and a User in accordance with the provisions of these Regulations.
12. **Services** – an organization of Conference, and the provision of electronically supplied services in the meaning of Rendering Electronic Services Act of 18 July 2002, which are offered to Users, including in particular:
 - a. registration for a Conference via application form available at: www.CodeEurope.pl;
 - b. acquisition of tickets for the Conference via application form available at www.CodeEurope.pl and paying a fee via available channels, explained in more detailed way in further part of the Regulations (§ 6. Fees);
 - c. newsletter – information concerning the Conference and services offered by Absolvent, provided electronically by Absolvent, including (1) summary of the conference, questions concerning its assessment (questionnaires/forms), (2) employment offers, (3) post-conference materials – lectures, slides.

§ 3. Conclusion and termination of the contract

1. Beginning to use the services covered by the Regulations is tantamount to reading the content of the Regulations and full acceptance of its terms and conditions.
2. A precondition to the commencement of rendering the services by Absolvent is registration, which results in creation of the Account. Registration and paying a fee in accordance with § 6 underneath means concluding a contract between a User and Absolvent. By registering an Account, a User grants a consent to the provisions of Regulations and other consents and declarations concerning the provision of Services by Absolvent to a User.
3. Service is provided only to registered Users after successful logging in to the Account.
4. By registering users declare that:
 - a. the data given in the Profile are consistent with the facts. In the event of change of the data provided in the profile a User shall update them immediately;
 - b. data provided by them do not violate any rights of third parties;
 - c. they are entitled to conclude an agreement for the provision of electronic

- services;
- d. they acquainted themselves with the Regulations and they accept the Regulations entirely, without any exceptions or reservations in this regard, and commit themselves to obey them;
 - e. they obtained information about main features of the Agreement (on Conference and Services provided electronically) with reference to a service provided and a way of communication with a User, a total price of Services provided including taxes, the minimum duration of the consumer's obligations under the Agreement;
 - f. they accepted Privacy Policy available at <https://www.CodeEurope.pl/polityka-prywatnosci>;
 - g. in case of concluding the Agreement within 14 days or less before the Conference a request to begin the provision of the Service before the end of the withdrawal period of the off-premises agreement, the entrepreneur require that the consumer makes an express request on a durable medium.
5. In case User provided inaccurate or outdated data, the Administrator has the right to:
 - a. call the User for the immediate removal of irregularities;
 - b. disable User's Account until the matter is clarified;
 - c. delete User's Account.
 6. In case of withdrawal of consent for any of the conditions of the Regulations, the User is obliged to immediately remove the account.
 7. Agreement is concluded for an indefinite period.
 8. Either party may terminate the Agreement for the provision of electronic services without giving any reason and with an immediate effect.
 9. Termination of the Agreement by the User is carried out by removing the Account. Termination of the Agreement by Absolvent is carried out by removing the User's Account.
 10. In case of termination of the Agreement after the time of Conference – a fee charged for a Conference is not reimbursed to a User.
 11. Absolvent reserves the right to terminate an agreement for the provision of electronic services, if:
 - a. User breached the provisions of the Regulations;
 - b. Absolvent becomes aware that activities of a User are contrary to law, good

- practices, violate personal interests or Absolvent's legitimate interests;
- c. content posted by a User is contrary to the binding law;
 - d. Services are misused by a User.
12. Each User can create only one Account at CodeEurope.pl.
 13. It is forbidden to share your account with other entities.
 14. It is forbidden to use Accounts which belong to other entities.

§ 4. Technical requirements

1. Registration and creating an Account require Internet connection and the Internet browser managing HTML5 documents and accepting "cookies", such as Internet Explorer in version 9 or higher, Microsoft Edge, Google Chrome in version 54 or higher, Mozilla Firefox in version 3 or higher.
2. Participants of the Conference are liable themselves for ensuring confidentiality of sent data in regard to devices used by them.
3. Absolvent is not liable for security of data sent by a User. The Organizer is responsible for sent data since they are saved in the Absolvent system.

§ 5. Personal data

1. Processing personal data placed in the User Profile is done with User's consent as expressed during the registration at CodeEurope.pl. Absolvent processes User's data in accordance with the Act of 29 August 1997 on Personal Data Protection (consolidated text: Journal of Laws of 2002, No 101, item 926 as amended) and the Act of 18 July 2002 on Rendering Electronic Services.
2. Absolvent is entitled to process User's personal data required to create, shape the content, amendment or termination of agreement for providing Services by Absolvent and only for the proper performance of Services.
3. Absolvent is entitled to process all data posted by a User at CodeEurope.pl.
4. Users have the right to review their personal data, and to request introducing amendments or removal of the personal data. Applying for removal of personal data before a time of Conference is tantamount to withdrawal of the participation in the Conference.
5. In case Absolvent obtains information that a User uses CodeEurope.pl in a manner

inconsistent with the law or the Regulations, Absolvent can process User's personal data for the purpose and scope necessary to determine the liability of the User.

6. Absolvent can process the following data characterizing the User's usage of the Services (operating data):
 - a. Marking identifying the end of the telecommunications network or computer system that was used by the User;
 - b. Information about the commence, end and range of every use of the Services.
7. Absolvent is the administrator of personal data within the meaning of the Act on Personal Data Protection. In the case of services consisting in rendering personal data to prospective employers, a potential employer is the administrator of personal data, and he/she becomes responsible for the lawful processing of such data.
8. Users give a consent to present their personal data to prospective employers – according with paragraph 7 above.
9. According to art. 7 paragraph 5 of the Act on Personal Data Protection, a User has a right to withdraw at any time a consent to process personal data for marketing purposes. For this end a User should send an e-mail with „NO” as its content at kontakt@codeeurope.pl.

§ 6. Fees

1. User is obliged to pay the fee for participation in the Conference through acquisition of a ticket according with a table of charges available at the website www.CodeEurope.pl. The fee covers the participation in the Conference, as well as in the substantive programme, depending on the number of available places.
2. Crediting Absolvent's bank account with the fee referred to in paragraph 1 above is tantamount to acceptance of an offer by a User, and conclusion of the Agreement, which gives the right to participate in the Conference, under the conditions laid down further in the paragraph.
3. User is informed about a conclusion of the Agreement at the time of its conclusion by sending a message at the User's e-mail address given during registration process.
4. Paying a fee by the due date is a condition which has to be met in order to receive a ticket entitling to participation in the Conference.

5. Fee has to be paid at the time of registration.
6. After receiving a fee, Absolvent will send to a User via e-mail a ticket enabling the participation in the Conference.
7. After receiving a fee, Absolvent will issue an e-invoice including tax on goods and services at the rate of 23%. A User gives Absolvent a consent to issue invoices without a signature of a person authorized to issue them and without a signature of a person authorized to collect them.
8. Charging the fee for the participation in the Conference is made to the Absolvent's bank account and a User shall give in a payment title the ticket number, the name and surname. It is possible to pay on the website www.CodeEurope.pl, via PayU payment system.
9. User is obliged to effect a payment stating personal data, which enables a User's identification. During registration process a User is also obliged to indicate data required for invoices.
10. User is obliged to be in the possession of a paper ticket (or in electronic form on a device enabling electronic reading of the ticket) and to show it at the entrance to Conference.
11. If a person is not admitted to the Conference or is turned out due to a breach of the Regulations, reimbursement of a User's fee does not apply.
12. Absolvent does not charge a User neither for creating a Profile at CodeEurope.pl, nor for providing other elements of Services, except for participation in the Conference.
13. Absolvent reserves the right to introduce charges for any services offered by Absolvent upon prior notification to the Users and receiving their consent via an e-mail.

§ 7. Withdrawal of the participation in the Conference

1. Subject to paragraph 2 below, a User is entitled to terminate the Agreement within 14 days from the date of receiving confirmation of its conclusion, on terms specified in § 6 paragraph 3 above.
2. If the Conference begins before the expiry of the withdrawal period, a User is obliged to grant Absolvent an express consent to start implementing the Agreement before the expiry of the withdrawal period.
3. Giving a consent referred to in paragraph 2 is tantamount to lose a right of withdrawal at the time of the commence of the Conference.

4. The decision of termination of the Agreement shall be directed to Absolvent through filing a form in Appendix 1 attached to the Regulations, and send to Absolvent in electronic form via e-mail or in paper form to the address given in §2 paragraph 1.
5. Absolvent will inform a User about receiving the decision of termination of the Agreement via e-mail to the address given by a User during a registration process.
6. In case of withdrawal within the time indicated in paragraph 1 above, the Agreement is considered null and void, and a fee for ticket purchase, which entitles to participate in the Conference will be reimbursed to a User within 14 days from the date of receiving the decision of withdrawal, to a User's bank account previously used for the transfer of the fee.
7. With the consent of Absolvent depending on technical and organizational capacity, a User can delegate powers of the purchased ticket to other location of the event, if such possibility exists. To this end a User shall contact Absolvent via e-mail to: kontakt@codeeurope.pl.

§ 8. Duties and powers of Absolvent

1. Absolvent has the right to verify the data stored in the User Profile.
2. Absolvent shall apply due diligence in order to provide services continuously and in an uninterrupted manner.
3. Absolvent uses securities of the service CodeEurope.pl in a form of firewall filters, safeguards against DoS attacks, DDoS, encryption of network transmission through the protocol HTTPS, encryption of passwords, and using cloudflare.
4. Absolvent reserves the right to temporarily or permanently suspend the operation of or permanently delete CodeEurope.pl at any time, to transfer rights of CodeEurope.pl and rights deriving from agreements concluded with Users, and take all actions permitted by law related to Absolvent. Users shall not be entitled to any claims under the identified actions with respect to Absolvent.
5. Absolvent reserves the right to modify Services (particularly dates, agendas, programmes and locations of Conference, due to technical, organizational or other justified circumstances) and the way of operation of CodeEurope.pl, including the removal of all data collected in the database.

6. Absolvent is not responsible for the content published at the Portal, of which is not the author.
7. Absolvent is not responsible for so-called "stealing accounts" performed by third parties, if they are not due to negligence of Absolvent.
8. Absolvent is not responsible for data loss of the Portal stored in Absolvent computer systems, if they are not due to negligence of Absolvent.
9. Absolvent shall not be liable for any damages resulting from errors, failures and interruptions in the functioning of CodeEurope.pl, if they are not due to negligence of Absolvent.
10. Absolvent shall not be responsible for the physical and legal defects of the offered products for free and adequate quality of free goods and services.
11. Absolvent is not responsible for the consequences of non-performance or improper performance of advance commitments made by anyone, through CodeEurope.pl, and for the ability of these people to commit.

§ 9. Duties and powers of the User

1. User grants permission for the display of recruitment ads, as well as sending recruitment advertisements to the User's mailbox.
2. User grants permission to display advertising content, and to receive advertisements and other commercial content at User's mailbox.
3. User grants consent to receive system messages via e-mail, including, in particular notifications of new messages, invitations, posts on CodeEurope.pl, technical breaks, changes to the Regulations, new functionalities of CodeEurope.pl

§ 10. Scope of services

Services are provided primarily by:

- a. providing the User with possibility of creating a Profile.
- b. allowing the User to apply for recruitment ads found at www.codeeurope.pl.
- c. enabling the User to participate in the Conference.

§ 11. Use of Absolvent's services

1. Unacceptable actions are likely to impede or destabilize the operation of CodeEurope.pl. In the case of finding such User's actions by the Administrators, the Administrator shall immediately remove the User's Account. User's action involving an attempt to destabilize the CodeEurope.pl can also be considered a criminal offense within the meaning of the Criminal Code.
2. User is obliged to respect the copyrights and the rights arising from the registration of inventions, patents, trademarks, utility and industrial models of other persons.
3. User is obliged to adhere to the privacy of others. In particular, it is prohibited to collect, process and distribute information about other Users without their express consent, unless it is permitted by law and the provisions of the Regulations.
4. It is forbidden to post and distribute at CodeEurope.pl:
 - a. software covered by the rights of others – without their express permission.
 - b. computer passwords, access codes and other data enabling unauthorized access to information stored in computer systems or telecommunications network.
5. It is forbidden to post at CodeEurope.pl the content that is unlawful, offensive, inaccurate, inconsistent with the law in force in the Republic of Poland, violating generally accepted social norms and good practices.
6. User has the right to post at CodeEurope.pl only photos of him/her which allow to identify a person. Posting photos a User grants a consent to publish his/her image at CodeEurope.pl and to use his/her image for the objectives related to the execution of the Agreement.
7. User is prohibited from posting at CodeEurope.pl pictures of other people and pornographic images or of any other character violating good practices or generally accepted moral and ethical standards.
8. Administrators have the right to remove photos considered by them to be inappropriate without giving a notice to the User.
9. Absolvent reserves the right to remove part or all of the Profile or remove User Account, if any part of the Profile is incompatible with these Regulations, or has a negative impact on the image of CodeEurope.pl.

10. It is forbidden to use CodeEurope.pl services to advertise goods, services, commercial websites and to forward and share content commonly recognized as spam.

§ 12. Complaint Proceedings

1. Any disruption of work of CodeEurope.pl, as well as problems and remarks connected with provided services (complaints) should be submitted to the e-mail address: kontakt@codeurope.pl.
2. Submissions referred to in point 1 above, will be considered immediately, not later than within 30 working days from the day of receipt of a complaint by Absolvent.
3. Absolvent is entitled to intervene in the technical structure of the Account, in order to diagnose abnormalities in the functioning of CodeEurope.pl services.
4. Absolvent is entitled to change and influence in a different way on the technical side of the Account in order to modify or restore correct operation of User's Account.
5. Complaints submitted to Absolvent regarding services provided by third parties through CodeEurope.pl will not be considered. Absolvent has no obligation to submit the complaint to the competent entity responsible for the management of the complaint.

§ 13. Order regulations for Users participating in the Conference

1. The Conference is addressed to Participants of the age 18 and older.
2. Users can stay in the Conference area only at the dates and time of its opening.
3. Entering the Conference area is tantamount to a simultaneous permission to use person's image in connection with the production, presenting, advertising or the use of video, photos, video and audio recording of the Conference and/or any element of the event transmitted in media around the world.
4. Users are forbidden to carry out any commercial, acquisition, advertising, promotion activities, as well as campaigning and fundraising not agreed with Absolvent.pl Sp. z o.o., as well as actions inconsistent with applicable law.
5. The following prohibitions apply within the area of the Conference:
 - a. bringing and use of weapons, ammunition, pyrotechnic materials, and harmful

- chemicals, as well as open flames, posing a risk of fire, property damage and posing a danger to health and life;
- b. bringing and consuming alcohol, and distribution and consumption of drugs;
 - c. disrupting public order (e.g. a loud, aggressive behavior);
 - d. bringing animals, as well as bicycles, skateboards, etc.;
 - e. smoking tobacco products with the exception of dedicated and specially marked areas;
 - f. littering pavilions and open areas with waste generated by Users (beverages and food packages, cigarette butts, chewing gums, etc.);
 - g. destruction of infrastructure (e.g. covering the walls, windows, floors with advertising brochures and other materials);
 - h. leaning on the elements of stand, advertising constructions, and other elements of the interior space.
6. Persons who are in a state of considerable drug intoxication or alcoholic stupor and trying to bring alcohol, drugs or dangerous objects are not allowed to stay within the area of the Conference.
 7. Users are obliged to comply order regulations, and provisions concerning security, applicable in the facility area, where the Conference takes place.
 8. Absolvent reserves the right to turn out of the Conference the User who violates the Regulations, to prevent his/her re-entering, and, in justified cases, to call the Police.
 9. Users are required to:
 - a. respect the markings of separated zones subject to fire protection;
 - b. execute commands of Absolvent staff for organizational reasons or the need to protect property and ensure the safety of persons residing in the area of Conference.
 10. At the Conference area it is forbidden to take photos, film, record audio and using other forms of recording content of the Conference except of the authorized persons with the appropriate identifiers.

§ 14. Final provisions

1. Communication between Absolvent and a User is conducted via mailbox from the

address indicated in § 2 paragraph 1 above and to the User's e-mail given during a registration process. Communication via e-mail is free of charge (excluding fees paid by a User to Internet access provider). In case of communication via telephone the fee is in accordance with the Operator's price list.

2. These Regulations may be changed by Absolvent at any time, without giving any reason. Changes along with information about their implementation will be published in the form of a consolidated text of the Regulations at CodeEurope.pl. A User will be informed about amendments via e-mail.
3. User is obliged to familiarize with the changes of the Regulations immediately upon receiving an e-mail with the information that they have been made. In the absence of acceptance of amendments to the Regulations, a User can terminate a contract within 14 days by cancelling the Account.
4. User is responsible for providing the electronic address to which he/she does not have access, in particular address, which is incorrect or belongs to other entity and the resulting consequences of this fact as he/she does not receive the notification referred to in point 2 above.
5. The User bears the risk of not receiving the notification referred to in point 2 above by the reasons beyond Absolvent.
6. In the absence of acceptance of amendments to the Regulations, User should immediately, and no later than within 2 days, report the request to remove his/her account from CodeEurope.pl via email: kontakt@absolvent.pl.
7. Any disputes related to or arising from the legal relationship between Absolvent and the User shall be settled by an appropriate court.
8. Absolvent declares that under the activities stipulated in the Agreement codes of good practice were not implemented.
9. In matters not regulated by the Regulations, provisions of the Act on Consumer Rights, the Act on Rendering of Electronic Services, the Act on Personal Data Protection, the Civil Code and other mandatory provisions of the law shall apply.
10. Regulations come into force on 03.02.2017.

APPENDIX 1 to the Regulations

MODEL WITHDRAWAL FORM

(complete and return this form only if you wish to withdraw from the contract)

– To [here the trader's name, geographical address and, where available, his fax number and e-mail address are to be inserted by the trader]:

– I/We* hereby give notice that I/We* withdraw from my/our* contract of sale of the following goods*/for the supply of the following digital content*/for the provision of the following related service*

– Ordered on*/received on*

– Name of consumer(s)

– Address of consumer(s)

– Signature of consumer(s) (only if this form is notified on paper)

– Date

* Delete as appropriate.