TERMS AND CONDITIONS OF THE WEBSITE "CODING GIANTS"

The following terms and conditions set forth the rules for using the website accessible at: https://demo.codinggiants.com/ (hereinafter referred to as the "Website"). By using the Website, the user (hereinafter referred to as the "User," "you," or "your") agrees to these Terms of Use and the Privacy Policy, which complements these Terms of Use.

Anyone who wishes to use the Website must first read these Terms of Use. These Terms and other service-related provisions are made available to all users free of charge prior to the conclusion of any Agreement and—upon request—in a manner that allows you to access, reproduce, and store their content using your chosen ICT system. Detailed rules for using the Website's features can be found in the dedicated sections of the Website. If you do not agree to these Terms, you may not use or access the Website.

Meaning of the Terms Used in the Website Terms and Conditions:

Price List	A list presenting the fees payable and their scope in a comparative manner; the Price List is made available through the Website.
Course	An educational course delivered by the Organizer, intended for Participants online ("Online Course"), or another type of event offered on the Website.
Fee	A payment—either in installments or as a one-time payment—for specific types of Courses offered through the Website, as specified in the Price List; the amount of the Fee will depend on the selected Course.
Privacy Policy:	The document governing security, privacy protection, and the processing of your personal data; the Privacy Policy complements these Terms and Conditions and is available at: <u>https://demo.codinggiants.com/privacypolicy.pdf</u>
Organizer	An entity that possesses professional expertise and is authorized to deliver the Course offered through the Website; the Organizer may also act as a Service Provider.

General Terms and Conditions for the Provision of Services in the Form of Classes by the Organizer

T&C	The general terms and conditions for the provision of services in the form of Classes by the Organizer.
Regulations	These Regulations for the provision of services through the Website.
Website	The website https://demo.codinggiants.com/, used in particular for registering for and participating in Courses, owned and managed by the Service Provider.
Participant	The User or the entity represented by the User, on whose behalf an Application is submitted.
Agreement	The agreement entered into between the Service Provider and the User, concerning the User's use of the Website and the provision of Services by the Service Provider to the User; the general provisions of the Agreement are outlined in the Regulations.
Service Provider	Coding Giants S.L., with its registered office at C/Aragó 261, 4.2, 08007 Barcelona, Tax ID (NIF): B67556639; contact email address: info@codinggiants.com
Services	The services provided electronically by the Service Provider, consisting of making the Website's features available, including those allowing the submission of Applications.
User	A natural person with full legal capacity who, under and in accordance with these Terms and Conditions, uses the Website.
Application	The User's declaration of intent to enter into an agreement for participation in a Course; submitting an Application does not constitute the conclusion of such an agreement.

1. GENERAL PROVISIONS

1.1. Nothing in these Terms of Use shall be interpreted as limiting the rights of consumers under applicable law.

1.2. We do not place any commercial information or offers on the Website in electronic form within the meaning of the Civil Code. In particular, the provisions relating to the submission of an offer in electronic form do not apply.

1.3. It is prohibited to provide unlawful content or to use the Service in a way that disrupts or interferes with its proper functioning.

2. WEBSITE

2.1. To use all the features of the Website, the User must meet the following minimum technical requirements:

(a) a device with internet access capable of properly displaying the Website interface;

(b) an active email account;

(c) cookies and JavaScript enabled;

(d) an up-to-date version of one of the following web browsers: Edge, Chrome, Firefox, Safari, or Opera.

2.2. The Service Provider has the right to modify elements and functionalities of the Website or the Services. Such changes do not constitute a modification of the Agreement, and the Service Provider ensures that these changes will not degrade the quality of the Services.

2.3. The Website and its components—including its design and content—are protected by copyright and/or other intellectual property rights. These elements may not be reproduced, distributed, or published by the User, in whole or in part, without the prior consent of the Service Provider. In particular, the Agreement does not grant the User any rights to reproduce, distribute, rent, sell, or otherwise directly or indirectly redistribute, whether for free or for payment, any elements of the Website without the Service Provider's consent.

2.4. Detailed rules regarding the operation of the Website and specific services are available on the subpages dedicated to them.

3. USERS AND PARTICIPANTS

3.1. Without prejudice to the provisions below, Users may be natural persons over the age of 18 with full legal capacity.

3.2. If the User is between 12 and 18 years of age, they may use the Services to the extent that they are legally permitted to acquire rights and assume obligations under the laws applicable to the User. If the applicable laws require the consent of a legal guardian to use the Services, such consent must be provided no later than the time of entering into the Agreement and commencing use of the Services.

3.3. The legal guardian of a Participant between 12 and 18 years of age is obligated to provide the

necessary consents to the Service Provider upon request.

4. COURSES AND TERMS & CONDITIONS

4.1. Through the Website, the Service Provider and other Organizers shall publish information regarding available Courses, including their scope, delivery format (On-site Course / Online Course), and applicable Fees as outlined in the Price List.

4.2. As part of the Website's functionalities, it is possible to submit an Application.

4.3. An Application constitutes the User's declaration of intent to enter into an agreement for a Course. Such agreement shall be concluded in accordance with the procedure set out in Sections 4.5 through 4.7 below.

4.4. The detailed terms and scope of each Course are specified individually in its description on the Website and within the applicable Terms & Conditions (T&C).

4.5. The conclusion of an agreement for a Course may be carried out using one of the two alternative methods described in Sections 4.5 to 4.7.

4.6. Upon submitting an Application, the User shall:

4.6.1. receive information at the email address provided confirming that the Application has been received and that the process of confirming the User's participation in the Course has begun;4.6.2. if the Participant is eligible to take part in the Course, receive at the email address provided, information regarding the possibility of concluding the corresponding agreement, along with a link to the T&C;

4.6.3. if the Participant is eligible to take part in the Course, receive the relevant information at the email address provided.

4.7. The User must conclude the Course agreement via the functionalities of the Service and subsequently make payment for the Course through a payment operator—i.e., a third-party entity that provides tools enabling payment transactions.

4.8. The agreement for the Participant's enrollment in a Course shall be deemed concluded once the User accepts the T&C and receives confirmation of the agreement sent to the email address provided by the User.

4.9. Unless the Service Provider is also acting as the Organizer, the Service Provider's role is limited to providing the Website and its relevant functionalities as supplementary tools for Organizers. The Service Provider is not responsible for the scope or quality of services provided by Organizers, nor for any consequences arising from the use of such services by Users, including participation in Courses.

5. COMPLAINTS

5.1. The User has the right to file a complaint regarding the operation of the Website. A complaint must include, at a minimum, sufficient information to identify the User as the complainant, along with a description of the justified concerns or objections related to the Website or the Services. Complaints should be submitted by email to <u>info@codinggiants.com</u> or sent to the local mailing address of the Service Provider. If additional information is needed to process the complaint, the Service Provider will contact the User to request the necessary details.

5.2. The Service Provider shall respond to the complaint within 14 days from the date of its receipt. The response will be sent to the email address from which the complaint was submitted or to another address provided by the User during the complaint process.

5.3. If the User is dissatisfied with the Organizer's conduct or the quality of a Course, the User may notify the Service Provider, who will take steps to investigate the matter and address the situation appropriately with the Organizer.

5.4. The Service Provider shall not be held liable for the matters referred to in Section 5.3. The User may pursue any rights, including claims for compensation, directly against the Organizer.

6. NOTIFICATION OF INFRINGEMENTS AND COMPLAINTS

6.1. The Service Provider does not actively monitor or control the activities of Organizers conducted through the Website. The Service Provider will verify the Organizer's activities only upon receiving a credible notification of any irregularities.

6.2. The Service Provider respects the property and personal rights of third parties. Therefore, if you become aware of any activities that violate your rights, the rights of other Users, or the rights of third parties—including any unauthorized activities by an Organizer—you are required to notify the Service Provider. You may also report violations of the Terms & Conditions or applicable laws in the same manner.

6.3. Notifications concerning unlawful or infringing conduct should be sent to the following email address: <u>info@codinggiants.com</u>

To facilitate the handling of the notification, it should include at least the following information:

(a) the User's identifying information, i.e., full name and email address (if different from the one used to send the notification);

(b) a description of the content, materials, or behavior in question, along with an indication of the legal provisions that are allegedly being violated;

(c) an indication of where on the Service the infringing content or materials are located, or a description of the circumstances in which the legal or Terms & Conditions violation occurred.

7. LIMITATIONS OF LIABILITY

7.1. The Service Provider shall not be liable for any damages arising from the following circumstances for which you are responsible:

(a) your failure to comply with these Terms and Conditions;

(b) your manner of using the Website or the Services;

(c) your actions that are contrary to these Terms and Conditions.

7.2. The Service Provider shall not be liable for the actions of Organizers or for any damages caused by the Organizers in connection with the improper performance or non-performance of Agreements entered into with the Organizers.

7.3. The Service Provider shall be liable in accordance with general legal principles only in cases where it is simultaneously acting as an Organizer, subject to Section 7.1 of these Terms and

Conditions.

8. SPECIFIC PROVISIONS

8.1. Without prejudice to the other provisions of these Terms and Conditions, if you use the Services or Courses in a capacity other than as a consumer, the following specific provisions shall apply to you:(a) the Service Provider shall not be liable for damages caused to the User due to ordinary negligence, and the Service Provider's liability shall be limited to the actual losses incurred by the User;

(b) any disputes arising between the Service Provider and the User shall be subject exclusively to the jurisdiction of the court having authority over the registered office of the Service Provider;

(c) if any provisions of the Terms and Conditions are found to be inconsistent or unclear, the Service Provider shall have the right to interpret the Terms and Conditions in a manner that is binding upon the User.

9. MODIFICATION OF THE TERMS AND CONDITIONS

9.1. The Service Provider may amend these Terms and Conditions for important legal reasons (such as changes to applicable laws or changes in the legal structure of the Service Provider) or for technical reasons (such as modernization of the Website or Services, or changes in the operation of the Website or Services).

The User will be informed of any modification to the Terms and Conditions, along with the reason for such modification, by email sent to the email address associated with their Account, at least seven (7) days prior to the effective date of the new Terms and Conditions.

During this period, the User must either accept the new provisions of the Terms and Conditions or reject them and terminate the Agreement with immediate effect.

10. DISPUTE RESOLUTION

10.1. If the User is a consumer, they have the option to use Alternative Dispute Resolution (ADR) methods instead of court proceedings—particularly mediation, conciliation, or arbitration (arbitral tribunal). A list of institutions that consumers may contact for ADR-related dispute resolution is available at the following link:

http://ec.europa.eu/consumers/solving_consumer_disputes/non-judicial_redress/national-out-of-court-bodies/index_en.html

The consumer may also use the EU's online dispute resolution platform (ODR) by submitting a complaint via:

http://ec.europa.eu/consumers/odr/

If the consumer does not wish to use ADR or the ODR platform, any disputes arising under these Terms and Conditions shall be resolved by a court of general jurisdiction.

11. FINAL PROVISIONS

11.1. Contact and methods of communication between the Service Provider and the User are as follows:

- By phone: +1 213 857 0086; +1 213 857 0087
- By email: info@codinggiants.com
- By post: Coding Giants, C/Aragó 261, 4.2, 08007 Barcelona, Spain

11.2. The law applicable to the obligations arising from these Terms and Conditions shall be the law of Spain. Contracts shall be concluded in the English language.

11.3. If any provision of these Terms and Conditions is found to be invalid, in whole or in part, the remaining provisions shall remain in full force and effect. In place of the invalid provisions, the remaining part of the Terms and Conditions shall be interpreted in a way that most closely preserves the legal force and economic effect of the original provisions.

11.4. These Terms and Conditions shall enter into force on June 30th, 2025.