

TERMS OF SERVICE

I. Definitions

The terms used in these Regulations have the following meanings:

1. Application - it ought to be understood as the Universality website, i.e. an innovative platform, a system connecting Users; a computer program within the meaning of the Act on Copyright and Related Rights, available on the Internet in the domain <https://universality.io>;
2. User - it ought to be understood as a natural person who uses the Application after creating an Account for his own and personal use; The User may be: a) a natural person with full legal capacity, b) a natural person with limited legal capacity, who has the consent of the legal representative to conclude a contract the subject of which is the Service, c) a natural person without legal capacity, in the case of when the contract was concluded by the legal representative of that person; The use of the Application by the User is free of charge.
3. Account - it ought to be understood as the space in the Application, where only the User's personal data provided by the User during Registration and when using the Account are stored, with the reservation that the provisions of the Privacy Policy apply to the protection of personal data;
4. Profile - it ought to be understood as the space in the Application, where only the Solutions of a given Solution and the Tasks of a given Operator or Client are stored, which is visible to other Users;
5. Client - it ought to be understood as the commercial type of User who uses the Application in connection with his business or professional activity and has created an Account in the Application in order to present Tasks to be solved by Users;
6. Lecturer - it ought to be understood as the type of User who has access to the Application via an Account in order to present lectures and publications, present Own Tasks and Customer Tasks to be solved by Users and evaluate Solutions;
7. Solver - it ought to be understood as the type of User who has access to the Application via the Account in order to solve the Tasks presented by the Client or the lecturer;
8. Regulations - this ought to be understood as these regulations specifying in particular the conditions of using the Application, the rights and obligations of Users, as well as those related to the provision of electronic services, the conditions for the provision of electronic services, as well as the rules defining the Application's liability for the provision of services;
9. Registration - it ought to be understood as the process of creating an Account by the User in the Application;
10. Universality - service provider as part of the Application; Universality Sp. z o.o. with headquarters in Krakow (30-384), ul. Przemiarcka 23a / 63, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków Śródmieście in Kraków under the number 0000769121, NIP: 6762560918, REGON: 382424103;

11. Service - it ought to be understood as providing access to the Application to Users, on the terms of these Regulations, by means of which the Client or the Lecturer may propose Tasks to be solved for Solvers, having access to the results of Tasks, Statistics and individual User Profiles;
12. Task - a task entered by the Lecturer or the Client, placed in the Application Task database and marked as to its authorship, made available to the Solvers and / or Tutors;
13. Solution - answer to the Task presented by the Client or the Lecturer in the Application sent by the Solvers;
14. Career path - a set of Tasks, the degree of difficulty and subject matter of which is aimed at verifying the knowledge and experience of the Solver who is 16 years old, in terms of the criteria for employment in a given position by the Client.
15. Presentation of the Solving Candidate - obtaining by the Customer personal data of the Solver who is over 16 years of age, in the manner indicated in III point 10 of the Regulations
16. Statistics - data presented in the form of reports (including ranking, number of solved Tasks) that the Application can generate and collect when solving / adding / evaluating Tasks by the User.

II. Scope of the service - general provisions

1. Universality provides Clients with access to the Application, thanks to which the Client may propose Tasks to be solved by the Solver, including through the Tutors, on the basis of a separate agreement.
2. The Lecturer has the option of making the Tasks available to the Solvers and other Lecturers during classes.
3. The Lecturer and the Solver use the Application in the freemium system without paying a fee for it, having access to Statistics, however, the Solver may not place Tasks for execution for other Solvers.
4. Universality grants the Solver a non-exclusive license to use the Task database, which is a database within the meaning of the Act of 27 July 2001 on the protection of databases, in the following fields of use:
 - a. storing, loading, browsing, displaying as part of using the Tasks database for personal use;
 - b. saving the Tasks database to the memory of the computer / backup computers in the case of a cluster configuration or in the case of failure of the primary computer.
5. Universality grants the Operator a non-exclusive license to use the Tasks database, which is a database within the meaning of the Act of 27 July 2001 on the protection of databases, in the following fields of use:
 - a. storing, loading, browsing, displaying as part of using the Tasks database in order to make the Tasks available to Users and for teaching purposes;

- b. entering the Tasks database into the memory of the computer / backup computers in the case of a cluster configuration or in the case of failure of the primary computer.
6. The license to use the Tasks database does not transfer the proprietary copyrights to the Tasks database to the Users, nor does it authorize them to resell, transfer, sell, distribute all or part of the Tasks database, grant a license and sublicense, lease, rent or loan, nor creating compilations of databases derived from the Tasks database, including for commercial purposes, as well as duplicating in any way using any technique.
7. The license is granted for a definite period - having an Account in the Application, it is unlimited in terms of territory and is non-transferable.
8. The Application may be used as a tool for placing solutions to Tasks as part of external competitions introduced by Users. Competitions are held on the basis of the regulations of a given competition and with the exclusion of liability in accordance with VIII point 1 letter l).

III. Scope of service for a commercial customer

1. The Customer creates an Account in the Application, providing a login and password, company name and logotype. The Customer receives paid access to the Application under the subscription, under which Tasks developed by the Company or by the Customer will be included in the Customer's Career Path (depending on the arrangements in a separate agreement), in particular as part of a Career Path defined by the Customer
2. Verification of the correctness of the implementation of the Tasks will take place by:
 - a. automatic verification,
 - b. verification by the Company's personnel
 - c. verification by the customer.

depending on the arrangements in a separate agreement, or on its basis

3. The Customer has full copyright to the content placed in the Application, having the nature of the work within the meaning of the Act on Copyright and Related Rights, in particular, but not exclusively to the Tasks, subject to the Tasks used by the Client in the Career Path developed by the Company or the Lecturers.
4. The Customer grants Universality a non-exclusive, free, transferable, including the right to sublicense, global license allowing the use of any content that the Customer places in the Application, in particular for the use, reproduction, distribution, development of derivative works based on them, their display or performed in connection with the provision of Services and the operation of the Application.
5. The Client agrees that Universality may use the Client's name / company, verbal or graphic designation and the Client's logotype, and other trademarks of the Client provided free of charge when creating the Account, for information purposes and for the promotion of the Application and for marketing purposes, including by publishing them in the Application and electronic and paper materials related to the Application.

If the Customer uses the trademark book or other equivalent document, the Customer undertakes to provide the content of these documents and update them.

6. The Customer declares that the Customer's name / company, word or graphic designation, logotype or other trademark placed in the Application is entitled to the Customer, does not infringe the rights of third parties and has been included in the current content and form.
7. The Customer may not provide third parties with access to the Application. The Client is solely responsible for the confidentiality and security of his Account, who is obliged to immediately inform Universality of any unlawful use of his Account by third parties.
8. It is forbidden to use the Application for marketing purposes of the Customer, sending private messages with the advertisement of goods, services, commercial websites and other content considered as spam together with the content of Tasks for Users.
9. The Client undertakes not to require the content of Tasks in Solutions to provide his personal or contact details by the Solver.
10. Universality provides the Client with a constantly updated ranking of the best Solvers over 16 years of age, taking into account the assessment of Solvers as part of the Career Path on the terms contained in a separate agreement. The ranking is conducted in an anonymised way, without providing the Customer with the personal data of the Solvers. If the Client is interested in a specific Solver in order to conduct further recruitment, the Client may, via the Application, request the Solver to provide his personal data, which will be made available if the Solver agrees.

IV. Scope of service for the dissolving party (candidate or student user)

1. The solver can only be a natural person within the meaning of these Regulations.
2. Using the account by the Solver is free of charge.
3. The Solver creates an Account in the Application, providing the login and password as well as information on education, helping in adapting the Tasks to the User and in the recruitment process (in the case of Users participating in recruitment). After creating the Account, the Solver may proceed to solving Tasks in the Application by selecting Lecturers and / or Clients. After giving the appropriate consents (details in the appendix to the Regulations - Privacy Policy), Statistics on the Tasks solved by the Solved and his Profile are available to the Client.
4. The solvers are obliged to fill in their Profile with real personal data.
5. The solver has free access to the Statistics collected with the use of the Application and, only if he agrees, allows the Customer to contact him.
6. The solver has full copyrights to the content placed in the Application, having the nature of a work within the meaning of the Act on Copyright and Related Rights, in particular, but not only to the solutions of the Tasks. The User grants to Universality a non-exclusive, fully free, transferable, including the right to sublicense, global license allowing the use of any content that the User places in the Application, in particular for the use, reproduction, distribution, development of derivative works based on them, their display or performing in connection with the provision of Services and the

operation of the Application, including the publication of the solution of the Task during classes by the Lecturers.

7. The solver is obliged to use the Application only in a manner consistent with its intended use. The respondent is obliged not to take any actions that disrupt the operation of the Application, in particular, he cannot change, circumvent or break the Application's security himself or with the participation of third parties, as well as may not exert a negative influence on the Application, causing its damage or causing its overload.
8. The solver may not provide third parties with access to the Application. Within the limits permitted by the mandatory provisions of law, only the Resolving Party is responsible for the confidentiality and security of his Account, who is obliged to immediately inform Universality about the unlawful use of his Account by third parties. It is forbidden for the Solver to provide their personal or contact details in the Solutions.
9. The user with limited legal capacity declares that he has the consent of his legal representative to conclude the contract and is obliged to submit this consent at each request of Universality.
10. An account of a User without legal capacity may be opened only by his legal representative.

V. Scope of service for the Lecturer

1. The Lecturer creates an Account in the Application, providing the login and password as well as information about the workplace in the educational institution. The Lecturer receives free access to the Application, may order the performance of Tasks of his own authorship or tasks proposed by the Client and / or post his own lectures and publications as well as Tasks for teaching purposes. The Lecturer checks the Tasks performed by Users in the Application, entering the results into the Application and provides the evaluators and Clients in the Application with the assessments.
2. The Lecturer has full copyrights to the content placed in the Application, having the nature of a work within the meaning of the Act on Copyright and Related Rights, in particular but not only to the Tasks, or is entitled to publish them. The Lecturer grants to Universality a non-exclusive, fully free, transferable, including the right to sub-license (including for the benefit of Clients), a global license allowing the use of any content that the Lecturer includes in the Application, in particular for the use, reproduction, dissemination and processing of on the basis of derivative works, their display or performance in connection with the provision of Services and the operation of the Application, and undertakes not to cancel it for a period of at least 10 years from the moment the song is placed in the Application.
3. The Lecturer, by placing his own Tasks, lectures and publications in the Application, declares that he is their sole author and does not infringe the proprietary copyrights of third parties.

4. The Lecturer may not provide third parties with access to the Application. Within the limits permitted by the mandatory provisions of law, the Lecturer is solely responsible for the confidentiality and security of his Account, who is obliged to immediately inform Universality about the unlawful use of his Account by third parties.

VI. Conclusion of the contract

1. The Customer gains access to the Application on the basis of a separately concluded contract specifying the remuneration and rules for access and use, including the preparation of Tasks in the Career Path and the manner of solving them
2. If the Customer uses the Application data for a specific User in order to conclude an agreement with him, Universality is not a party to such an agreement, has no influence on its provisions, does not participate in negotiating its content and is not responsible for the conclusion of the agreement. in relation to either party. In particular, Universality does not provide job placement services.
3. The solver is not obliged to disclose his personal data to the Client despite solving the Tasks in the Client's Career Path.

VII. Implementation of the service

1. The solvers and the Lecturers gain free access to the Application and in this respect the Application is intended solely for personal and non-commercial use.
2. Users may not modify, copy, distribute, transmit, present, reproduce, duplicate, publish, license, create derivative works, transfer or sell information, software, products or services obtained from the Application. The above does not apply to the transfer of the grades obtained by the Solvers for solving a given Task to the university student service system or other identical system, if the Application is used as a teaching tool, the Tasks are also solved in order to obtain a grade for a given subject and in accordance with the internal regulations of the given university and course studies.
3. The condition for using the Application is to refrain from using it for illegal purposes or forbidden under these Regulations. You may not use the Application in a way that may damage, disable, overload or inoperable any server used by Universality or networks connected to it, or interfere with the use of the Application by other Users. You may not attempt to gain unauthorized access to the Application, other Profiles or Accounts, computer systems or networks connected to the Application by using hacking techniques, password extraction or other methods. You may not obtain or

attempt to obtain any material or information through means not intentionally provided through the Application.

4. Universality reserves the right to block the Account in the event of breach of the provisions of these Regulations.
5. Due to the free nature of the service, the Solver and the Lecturer are not entitled to withdraw from the contract.
6. The User is entitled to resign from using the service at any time by removing the Account.

VIII. Responsibility

1. Universality is not responsible for:
 - a. interruptions in the functioning of the Application,
 - b. the functioning of ICT systems and telecommunications networks at making payments by customers via the Application,
 - c. technical problems or difficulties related to the operation of the equipment computer or telecommunications that make it difficult or impossible using the Application,
 - d. the authenticity, reliability, correctness and completeness of the data and information posted in the Application by Users and transferred between Users via the Application,
 - e. damage caused by Users in connection with their functioning The Application or their activities in it, including those related to their violation of the Regulations, unauthorized use of data provided through the Application, providing false, incomplete, out-of-date data and information, or failure to update them,
 - f. damage caused by Users by violating the rights of third parties (who are not Application Users or Universality employees or associates),
 - g. damage caused by the actions of third parties (who are not Application Users or Universality employees or associates),
 - h. damages incurred by Users in connection with blocking or removing Accounts from the Application,
 - i. unresolved Tasks or Tasks not used during the classes by the Teacher,
 - j. the subject of shared Tasks,
 - k. responses assessed or commented on by the Client and the Lecturer or the lack thereof,
 - l. non-compliance with the Regulations by the external competition organizer, the content of the tasks and for the course of competitions carried out using the Application.
2. Universality reserves the right to block a User Account in the event of a User's breach of the Regulations, in particular in the event of:

- a. false data and information included in the Application by Users and transferred between Users via the Application,
- b. providing by a third party substantiated information about the damage caused by the User in connection with the functioning of the Application or activity in it, including the violation of the Regulations, unauthorized use of data provided via the Application, providing false, incomplete, out-of-date data and information, or omission updating them,
- c. violation of the rights of third parties by the User, including proprietary copyrights, posting indecent, offensive or obscene, xenophobic, racist content and violating the principles of social coexistence and good manners.

IX. Complaints

1. Irregularities in the operation of the Application, as well as unjustified blocking of the User's Account may be advertised by Clients by appropriate notification to Universality or persons acting on its behalf.
2. Complaints should be submitted via e-mail to the e-mail address: support@universality.io.
3. The complaint will be considered within 14 days of its receipt. In complex cases or when it is not possible to recognize the complaint within the above period for reasons not attributable to Universality, Universality reserves the right to extend the deadline for considering the complaint, about which the User will be informed by e-mail.
4. Universality reserves the right to request the claimant to provide information or explanations when the examination of the complaint requires it. Explanations or information should be provided by the Client within 7 days. In the event of failure to meet this deadline, Universality is entitled to leave the complaint unrecognized.
5. Universality's decision on the complaint is final and may not be appealed against.

X. Technical conditions

The minimum technical requirements to use the Application:

1. a web browser (Microsoft Edge from version 42; Mozilla Firefox from version 59; Google Chrome from version 66; Safari from version 11) with Internet access,
2. included Javascript support with an installed plugin that accepts cookies, having an active and correctly configured e-mail account in order to recover the password.

XI. Final Provisions

1. By creating an Account, the User accepts all provisions of these Regulations and undertakes to comply with them.
2. In the Application it is not allowed to post indecent, offensive or obscene, xenophobic, racist content and that violates the principles of social coexistence and good manners.
3. Universality reserves the right to amend the Regulations. The changes will be published in the form of a consolidated text with information about their implementation on the website <http://www.universality.io>.
4. The new wording of the Regulations shall apply from the date of publication of the consolidated text of the Regulations.
5. The User may not accept the changes to the Regulations by requesting the removal of the Account. In the event that the User does not request the removal of the Account, it is assumed that the User has accepted the changes.
6. Universality reserves that the Application and all texts and graphic elements placed by Universality in the Application are subject to its copyrights or rights under the license.
7. Appendix No. 1 - Security Policy, constitutes an integral part of these Regulations.
8. These Regulations are governed by Polish law.