

TERMS & CONDITIONS

www.zlotykurs.pl

§ 1. INTRODUCTION

1.1. Purpose

The Terms and Conditions is provided by GSPARK EDUCATION & TRAINING COMPUTER SOFTWARE L.L.C and associates (jointly referred to hereinafter as “GSPARK”, “We” or “Us”) and covers usage of the Website <https://zlotykurs.pl/> (referred to hereinafter as “the Website” or “zlotykurs.pl”) and our other websites, platforms, applications, products and services. Herein, we shall refer to you as “You” or “the User”.

1.2. Website

zlotykurs.pl is a website, which allows to check the requirements to purchase subscriptions (including, but not limited access to the Telegram groups) and electronic courses (referred to hereinafter as “the Products”) and their purchase on the Terms and Conditions determined hereby, by the Website and other documents visible and accessible via the Website and to purchase these Products by the User. In order to purchase Products, the User is obliged to create a User account (hereinafter referred to as “the Account”) and provide identification data specified by Us, such as email address, password, name.

1.3 Disclaimer

In any way, the activity of GSPARK does not refer to investments as investment funds. Based on information posted on the Website, the term “investment” or “investments” shall be defined only as the purchase of the Products or pursuing such buy. The activity of GSPARK shall not be perceived as investment advising or investment recommendations, or intermediation in such advice or recommendation, or managing of any assets. The User accepts the provisions hereof, without any doubts nor additions, as well as the User acknowledges and accepts that:

- 1) **The activity specified in the individual Product, is not alternative investment fund management activity nor activity performed by an investment fund, and that the GSPARK's activity is not a banking activity, or an insurance or reinsurance activity within the meaning of the relevant national acts in the place of the GSPARK's headquarters.**
- 2) **GSPARK does not guarantee the User that that the purchase of a particular Product will bring the User expected outcomes, results, or economic or financial profits.**

You should never invest more than you are prepared to lose and you should be prepared to lose all your money. If you are in doubt about the purchase of a particular Product, you should always seek independent legal, tax, or financial advice before taking any steps in the process described in this document.

§ 2. DEFINITIONS

- 2.1 **GSPARK / Service Provider** – GSPARK EDUCATION & TRAINING COMPUTER SOFTWARE L.L.C, with its registered office at Al Marsa, Marina Plaza 1302 Dubai, UAE;
- 2.2 **User** - a natural person, a legal person, an organizational unit without legal personality to whom the law assigns legal capacity, who manages business or acts professionally, or has appropriate competences on the basis of national law applicable in the place of temporary or permanent residence, who familiarize him/herself with the information posted via the Website;
- 2.3 **Website** - an Internet website under the domain <https://zlotykurs.pl/>;
- 2.4 **Account** - collections and competences assigned to the User within the scope of the Website, resulting concluding the agreement on service provision by electronic means between the User and Us, includes data necessary for authorisation and for using some services accessible via the Website;

2.5 Information and Communication Technologies (ICT) System - a system of cooperating ICT devices and software which provides processing and storing, as well as sending and receiving data via ICT networks using an appropriate type of an ICT end device.

§ 3. GENERAL PROVISIONS

3.1 User

Natural persons, legal persons and other organizational units to whom law assigns legal capacity may use the Website and thus purchase Products. The age of majority is determined by law of the country in which the User lives, and the minimal age is 18 years old. Using the Website is free of charge.

3.2 Terms and Conditions

By purchasing the Products, the User confirms that he/she has read the Terms and Conditions and because of the relationship of these Products to blockchain technology and issues related to investment in financial (or other related) markets, the User declares that he/she familiarized himself with the mechanisms of software functioning and applications based on the blockchain technology, and the risk of losing all invested funds. The Terms and Conditions constitute a binding agreement between Us and the User and apply to all Users who access or use the Website (also by simply browsing the content posted via the Website).

The User also acknowledges that GSPARK, during the term of a particular Product purchased by the User, may at any time, in its sole discretion, change access to a particular Product, including providing access to another Product. The User will then have access to the particular Product until the termination and completion of the particular Product, after which time the User will be granted access to another Product currently available in the GSPARK offer. In addition, GSPARK reserves the right to transfer the particular Product purchased by the User to another third party website, so that further access to that Product will be available to the User. The User does not have any claims against Us as a result of this situation.

Furthermore, the User acknowledges and accepts that GSPARK does not offer any services related to securities, and that GSPARK is not an entity transferring any money to Users or other persons or third parties. GSPARK does not provide investment, financial, tax or legal advice. Any information and applications posted on the Website do not constitute investment advice, financial advice, commercial advice or any other type of advice.

3.3 User Account

The Account may be created by the User. Account registration is free and voluntary (optional), but necessary to but necessary in order to purchase Products. In order to create the Account, the User is obliged to provide the required information contained in the registration form on the Website, including in particular the login and password, in accordance with the information available in the Account registration form. The registration of the Account takes place only via the Internet (online).

At the same time, GSPARK informs that it is absolutely forbidden to share (co-share) the User's Account and access to the particular purchased Product. In case GSPARK becomes aware that the User violates the above provision, GSPARK is entitled to block the User's account, which is equivalent to termination of the agreement. In such situation, the User do not acquire any claims against GSPARK.

3.4 Unauthorized Access

The User is obliged to protect data used to access the User Account. Any results of unauthorized acquisition of the password or other data enabling the access to the Account belonging to the User are not the liability of GSPARK.

§ 4. PAYMENT FOR THE PRODUCTS

4.1 Value

The User acknowledges that the purchase of the Products is available through the payment operators:

- 1) Stripe (<https://www.stripe.com>)
- 2) PayPal (<https://www.paypal.com>)

or other payment operators cooperating with Us.

The User acknowledges that payment for the Products may also be made by cryptocurrencies. The relevant unit and value for the purchase of the Products is each time specified by the Website, third parties or websites of these third parties (e.g. specific payment operator), which enable the purchase Products via ICT network.

4.2 Delivery time

The delivery of the Products to the User takes place immediately, provided that the User makes the correct payment pursuant to hereinabove, with the possibility of extending this period up to 48h. GSPARK indicates that the process of delivering the Products in exceptional cases may be extended to a maximum of 7 days in the event of situations beyond the control of GSPARK (force majeure). Delivery is by electronic means only.

4.3 Returns

Due to the close relationship of the Products to financial markets over which GSPARK has no control, and due to the electronic delivery of the Products to the User, You acknowledge and agree that GSPARK does not accept any returns by law. The User acknowledges and accepts that all transactions related to the purchase of each Products are final and it is not possible to return.

§5. RESTRICTIVE MEASURES AND COMPLAINTS

5.1 Reporting Violations

The User or third parties may refer to GSPARK regarding possible violations of the provisions hereof or violations of the use of the Website in the provision of electronic services. All reports to GSPARK should be sent to the e-mail address: kontakt@zlotykurs.pl.

5.2 Violations Results

Any violation of provisions hereof may result in, appropriately to the scale of damage:

- 1) warning;
- 2) a temporary suspension of the Account, i.e., prevent accessing the User Account;
- 3) deletion of the Account, which is understood as termination of the agreement on service provision by electronic means;

The Parties agree that the deletion of the Account, under any legal or factual cause, shall not give rise to any claims on the part of the User, including claims for the payment of any compensation.

5.3 Submit a report

The Users and third parties may submit complaints to GSPARK regarding the functioning of the Website regarding service provision by electronic means, as well as appeals against the decisions of GSPARK. The report must include:

- 1) indication of a reporting person or entity which enables to identify the Account;
- 2) detailed description of a report.

GSPARK replies to the report of the User or a third party by electronic means, generally within 14 (say: fourteen) days from the date of receipt of the report. A response to the report shall be sent to the e-mail address provided by the User or a third party in the e-mail message. GSPARK reserves that the

examination of the report may require additional explanations from the User or a third party - in such a situation the duration of a response from GSPARK shall be extended accordingly each time.

5.4 Consent to Contact in the Electronic Form

Submitting the complaint electronically by the User or a third party to Us is understood as a consent to receive a response from GSPARK in the electronic form, pursuant to the Privacy Policy.

§ 6. ADDITIONAL PROVISIONS

6.1 Technical Requirements

To use the Website, the User shall meet the following technical requirements:

- 1) having a device enabling the use of the Internet.
- 2) the Internet connection.
- 3) having a browser that allows to display websites, e.g., Google Chrome.

GSPARK shall ensure the operation of the ICT system in a form of the Website, in such a way as to prevent unauthorized access to the content, in particular using cryptographic techniques.

6.2 Technical Breaks

GSPARK reserves the right to temporarily or permanently terminate or limit activity of the Website. In particular, GSPARK is entitled to conduct maintenance work of the Website to restore security and stability of the ICT system. Accordingly, the User acknowledges and accepts that he/she has no claims regarding such interruptions or restrictions of access to the Website.

6.3 Other Websites of Third Parties

GSPARK exercises due diligence to specify unambiguously and identify pages and websites managed by third parties that offer separate services or a service, not related to the activities of GSPARK, pursuant hereto. However, GSPARK is not liable for the content, subject and the relationship established with another entity by the User. In such a situation, the User should each time exercise due diligence to determine with which entity the possible relationship is being established and to which website of the third party the User has been redirected using the Website.

§ 7. LIABILITY OF THE GSPARK

7.1 Duty of the GSPARK

The GSPARK supervises the technical functioning of the Website and Products on an ongoing basis, ensuring its correct operation. However, the GSPARK does not guarantee the constant availability of all functions of the Website and Products, as well as their error-free operation. In addition, GSPARK reserves the right to change the above minimum requirements for using the Website and Products at any time without prior notice to the User.

7.2 Exemption of Liability

The User uses the Website voluntarily, at own risk. The GSPARK's liability for any damage arising in connection with the use of the Website, and in particular its lack of functioning, as well as malfunctioning, is excluded to the fullest possible extent, legally permissible.

The GSPARK is not liable for limitations or technical problems in ICT systems used by Users' devices, which prevent or limit Users from using the Website and the Products offered via it. The GSPARK is not liable for the User's unsatisfactory quality, performance and accuracy of the Website.

7.3 Website and Products interruptions

Breaks of technical causes may occur during functioning of the Website and Products The User has no claims resulting from the suspension or termination of the services provision by the GSPARK.

7.4 Blocking the Access

The GSPARK has the right to block access to the Website or Product or individual functions in the event of irregularities in the use of the Website or Product, in particular in the event of circumstances that could harm the User or the GSPARK. The GSPARK shall not be liable for the temporary suspension of access to the Website or Product for the period necessary to remove any threats or irregularities.

§ 8. COPYRIGHTS AND INTELLECTUAL PROPERTY

8.1 Competent Entity

The GSPARK has all rights to the Website, including proprietary copyrights to the Website, as well as to its individual parts, in particular to text, graphic and multimedia elements as well as programming elements generating and operating the Website, including industrial property rights and any other derivative rights, excluding the content provided by third parties or payment operators.

8.2 License

Upon the use of the Website or/and the Product and the acceptance hereof by the User, the GSPARK grants the User a non-exclusive license to use the Website or/and the Product, to the extent of the services used by the User. The license is non-transferable and is granted for the duration of the User's use of the Website or/and the Product in accordance with its purpose and in a manner consistent herewith.

The non-exclusive license granted to the User does not authorize the User to grant further licenses. Furthermore, the User is not authorized to act outside the scope of the license. Transferring the content of the Website or/and the Product to third parties is prohibited.

The User has no right to reproduce, sell or otherwise market or distribute the source code of the Website or the source code of a particular Product, in whole or in part, in particular to send or make it available in computer systems and networks, mobile application distribution systems or any other ICT systems.

8.3 Breach of the License Terms and Conditions

In the event of a breach by the User of the terms and conditions of using the Website or Product or the licenses granted, the GSPARK shall be entitled to block the User's access to the Website or/and to the Product and revoke the granted license. The above does not prejudice the GSPARK's right to take other appropriate and legal actions in connection with the breach.

§ 9. FINAL PROVISIONS

9.1 Amendments

The GSPARK has the right to amend the Terms and Conditions without justification. The GSPARK shall notify the User about amendments in a clearly visible place on the Website. If the user does not agree to the amendment hereto, the User is allowed to withdraw the Agreement.

9.2 Transformation or Transfer of Rights

The User acknowledges and accepts that the GSPARK may transfer the rights and obligations resulting from the implementation of the provisions hereof to another entity, person or third parties, including transferring the rights and obligations to another, newly established company as a result of the transformation.

9.3 Disputes

All parties to the disputes that may arise in connection herewith shall be settled amicably in the first place, by mutual arrangements between the User and GSPARK. The User acknowledges and accepts that the amicable resolution of a dispute procedure is a condition precedent that shall be met prior to commencing any legal proceedings. In such a situation, the User is obliged to contact GSPARK first.

9.4 Relevant Jurisdiction

If the above provisions are met, as well as in the absence of an amicable solution to the dispute, the provisions hereof shall be settled by the court competent for the current place of a registered office of GSPARK. At the same time, the User acknowledges and accepts that disputes arising from these Terms and Conditions may only be considered on the basis of an individual case of the User. In no way is GSPARK obliged to settle disputes as collective cases or collective actions.

9.5 Nullity

No legal basis or incompleteness of any of the provisions contained herein does not mean that the entire document is null and void. Such provisions shall be amended to the ones that best reflect their meaning and purpose.

Appendix No. 1: TERMS AND CONDITIONS OF PROMOTION "CRYPTOCAMP - CHALLENGE".

EXCLUSION

By participating in the Golden Course Promotion ("Promotion"), you fully accept these terms and conditions ("Promotion Terms") and confirm that you meet all eligibility requirements. The participant in this Promotion represents that he/she is familiar with the mechanisms of blockchain technology, as well as has obtained all necessary information and data that he/she considers sufficient to make a decision to purchase the CryptoCamp + MASTERMIND product, and that he/she has extensive knowledge of the operation, use and utility of blockchain technology and cryptocurrencies. All transactions of purchase of the product CryptoCamp + MASTERMIND carried out automatically, based on the decisions and orders of the buyer (Participant). The Participant of this Promotion is solely responsible for determining whether the decision to purchase the product CryptoCamp + MASTERMIND, is suitable for him. Participation in this Promotion at the same time implies acceptance of the Terms and Conditions of GSPARK EDUCATION & TRAINING COMPUTER SOFTWARE L.L.C electronic services available at www.zlotykurs.pl. At the same time, the Participant declares that he/she has acknowledged and fully understands that the activities of GSPARK EDUCATION & TRAINING COMPUTER SOFTWARE L.L.C in no way involve the sale of cryptocurrencies or products related to blockchain technology, and the only scope GSPARK EDUCATION & TRAINING COMPUTER SOFTWARE L.L.C's activities is the sale of software and educational activities with the provision of computer systems analysis.

NO INVESTMENT ADVICE

The information contained on the website www.zlotykurs.pl or in the access products of GSPARK EDUCATION & TRAINING COMPUTER SOFTWARE L.L.C, does not constitute investment advice, financial advice, trading advice, or any other type of advice, and no content on the website should be considered as such. If a Participant in this Promotion is in doubt about how blockchain technology, cryptocurrencies, or access rules work, he or she should consult his or her own legal, tax, or investment advisor before taking any action on www.zlotykurs.pl or before purchasing GSPARK EDUCATION & TRAINING COMPUTER SOFTWARE L.L.C products, or before participating in this Promotion.

SPONSOR

The sponsor of the Promotion is "Golden Course" operating under the name of GSPARK EDUCATION & TRAINING COMPUTER SOFTWARE L.L.C (license number: 989966) with its registered office at 1302 Marina Plaza, Al Marsa, P.O. Box 283 691 Dubai, United Arab Emirates. E-mail: kontakt@zlotykurs.pl.

ELIGIBILITY

Only persons with full legal capacity, referred to as a user, customer or consumer, may participate in the Promotion, in accordance with the terms and conditions available at www.zlotykurs.pl. A person participating in the Promotion may be any person who has purchased access to the CryptoCamp + MASTERMIND product, through the Golden Course website available at www.zlotykurs.pl (hereinafter referred to as "Participant") during the qualification and promotion period, that is, from July 12 to September 30, 2022.

TERM OF THE PROMOTION

The promotional opportunity to purchase access to CryptoCamp + MASTERMIND under the "CHALLENGE" begins on September 12, 2022 and ends on September 30, 2022. These Terms and Conditions of the Promotion are effective as of September 12, 2022. The Promotion does not include the price of the product, which may be movable and determined by the service provider without prior notice.

TERMS AND CONDITIONS OF ACCESS

Participation in the Promotion is understood as the purchase of access to CryptoCamp + MASTERMIND via www.zlotykurs.pl for the product named "CryptoCamp + MASTERMIND". Only one entry per person will be accepted, multiple entries from the same person will be disqualified. If you use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of GSPARK EDUCATION & TRAINING COMPUTER SOFTWARE L.L.C.

REFUND FOR ACCESS

Each Participant in this Promotion, when purchasing, agrees to forfeit the right to withdraw from the contract due to the delivery of digital content, as well as in view of its immediate access in the Service. This means that he/she is not entitled to a refund of the money paid for the purchased product called "CryptoCamp + MASTERMIND". However, the Participant may claim a refund of the amount paid for the purchase, mentioned above, of the product in case of fulfillment of all the requirements of the "CHALLENGE", the rules of which are specified in the following section. Refunds will include the full amount paid by the Participant, less any refund fees to the Participant.

In order for the Participant to receive a refund for the purchased product "CryptoCamp + MASTERMIND", he/she must complete all component activities specified in the product. In the case of an electronic course, the refund is possible only if the Participant has completed all the lessons available in the course, has joined a dedicated Group created via Telegram messenger under the name "**[CHALLENGE] #CAMP**", to which an invitation via a link is provided by the organizer in an email after the purchase of the product, and **within 14 days from the date of purchase of the product** and joining the "**[CHALLENGE] #CAMP**" Group, deposits the funds referred to in these terms and conditions in the following section, i.e. the amount of USDT 1000, to his/her wallet. In the case of a marketing-related product, reimbursement is possible only if the Participant has completed all the sub-courses that have been specified as necessary to achieve the marketing effect or result, and if the Participant has properly documented the completion of these activities, e.g. in the form of a cryptocurrency wallet statement, which he/she allocates to participate in the promotion and informs the service provider about it in an email to kontakt@zlotykurs.pl. In the case of information contained in the groups provided by GSPARK EDUCATION & TRAINING COMPUTER SOFTWARE L.L.C in the field of cryptocurrency market, a refund is possible only if the Participant does not obtain double the increase from the initial value of the wallet indicated in these regulations to the information provided in the group "**[CHALLENGE] #CAMP**" by GSPARK EDUCATION & TRAINING COMPUTER SOFTWARE L.L.C, or cooperating entities. The increase is calculated on the amount indicated by the product provider, i.e. \$1,000 USDT deposited into a wallet dedicated for the purpose of carrying out the promotion, owned and founded solely by the customer, based solely on the information provided in the "**[CHALLENGE] #CAMP**" group. If the financial loss results from an individual action of the Participant, then no refund is due. On a case-by-case basis, GSPARK EDUCATION & TRAINING COMPUTER SOFTWARE L.L.C, may request additional information, clarification or documents for a specific application when a Participant requests a refund. The duration of the promotion and the implementation of the wallet doubling guarantee is 2 years, i.e. until September 30, 2024. The Organizer reserves the right to terminate the conduct of the promotion at the time of its implementation, i.e., at the achievement of the established goals referred to in these terms and conditions of the promotion - i.e., doubling the value of the wallet from the starting amount of the customer, intended for this "CHALLENGE". The start date of participation in the promotion is the date of purchase of the product "CryptoCamp + MASTERMIND". The Organizer reserves the right to additionally verify the value of funds on the wallet provided by the Participant during the period of 2 years - that is, during the validity of the "CHALLENGE" in order to verify the flow of funds on it or until the date of termination of the "CHALLENGE" on the date of announcement of its implementation completed successfully, which may occur before the expiration of 2 years specified in the terms and conditions of this promotion to which the Organizer reserves the right. Refunds for access may be made 30 days after the termination of this promotion, i.e., from September 30, 2024, upon the customer's request submitted up to 14 days after the termination of the promotion to the e-mail address kontakt@zlotykurs.pl. The refund cannot be made earlier than October 31, 2024.

PERSONAL DATA

The purchase of access to the product "CryptoCamp + MASTERMIND." shall at the same time constitute the Participant's consent to the use of personal data by GSPARK EDUCATION & TRAINING COMPUTER SOFTWARE L.L.C for advertising and commercial purposes without additional

compensation, unless prohibited by law. Details on the processing of personal data are available at www.zlotykurs.pl.

LIMITATION OF LIABILITY

By entering the Promotion, each Participant agrees to indemnify, release and hold harmless GSPARK EDUCATION & TRAINING COMPUTER SOFTWARE L.L.C, its legal representatives, relevant officers, directors, employees and agents from any damages incurred or suffered in connection with the Promotion.

GENERAL TERMS AND CONDITIONS

GSPARK EDUCATION & TRAINING COMPUTER SOFTWARE L.L.C, will endeavor to ensure the accuracy of the information listed on www.zlotykurs.pl and the products available therein, and although it will not be held liable for any missing or incorrect information. GSPARK EDUCATION & TRAINING COMPUTER SOFTWARE L.L.C, provides all information as is. By entering this Promotion, you represent that you use all information available on www.zlotykurs.pl and access products at your own risk. GSPARK EDUCATION & TRAINING COMPUTER SOFTWARE L.L.C, reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion in the event that a virus, bug, unauthorized human intervention, fraud or other cause beyond the control of GSPARK EDUCATION & TRAINING COMPUTER SOFTWARE L.L.C, corrupts or affects the administration, security, fairness or proper conduct of the Promotion. GSPARK EDUCATION & TRAINING COMPUTER SOFTWARE L.L.C, reserves the right, in its sole discretion, to disqualify any person who tampers or attempts to tamper with the Promotion or the Golden Course website or violates these Promotion Terms and Conditions. GSPARK EDUCATION & TRAINING COMPUTER SOFTWARE L.L.C, shall have the right, in its sole discretion, in order to preserve the integrity of the Promotion, to invalidate entries for any reason, including but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by the Promotion rules; or use of bots, macros, scripts or other technical means to enter. Any attempt by a participant to intentionally damage any GSPARK EDUCATION & TRAINING COMPUTER SOFTWARE L.L.C website, or to undermine the legitimate operation of the Promotion, may constitute a violation of criminal and civil laws. Should such an attempt be made, GSPARK EDUCATION & TRAINING COMPUTER SOFTWARE L.L.C, reserves the right to seek damages to the fullest extent permitted by law.