

# AI Coding Camp 2023 Terms and Conditions

The provider of the services described below is the company Green Fox Academy CZ s.r.o., IČO 075 13 666, with its registered office at Václavská nám. 837/11, 110 00 Prague 1, registered in the commercial register maintained by the Municipal Court in Prague, sp. C 302239, represented by: Kristóf Bárdos, company manager, e-mail: [studentservices.cz@greenfoxacademy.com](mailto:studentservices.cz@greenfoxacademy.com), phone +420 776 476 664 (hereinafter referred to as "provider")

The goal of the service is to enable you as a participant (hereinafter referred to as "You" or "participant") to acquire basic knowledge in the field of artificial intelligence in the course 2023 (hereinafter referred to as the "course"). The course includes videos and study materials available for 3 months.

## 1. Course

### 1.1 Conclusion of the contract

The contract is concluded upon acceptance of the provider's offer by the participant and payment of the course price. The participant accepts the provider's offer by filling out the basic registration form, ticking the checkbox confirming that they agree to start the performance immediately after payment, and pressing the "I order and undertake to pay the course price" button. The price of the course is 100 EUR plus VAT.

Immediately after concluding the contract, the participant pays the price of the course to the provider via card payment through the payment gateway. Services will be made available to the participant only after successful payment. If the payment does not take place for any reason, the entire process of registration, conclusion of the contract and payment must be carried out again, otherwise the services will not be made available to the participant.

By contract, the provider undertakes to provide the participant with services and fulfill the obligations of the provider listed below, and the participant undertakes to pay the price of the course and fulfill the obligations of the participant listed below. The price is one-time and final, no additional fees will be charged to the student.

### 1.2 Main features of the course

- All course materials are provided in English.
- The services provided are not accredited, the course does not end with any exam, and the participant receives a verification from Green Fox Academy upon successful completion.
- Duration: The participant has access to the study materials for a period of 3 months from the conclusion of the contract (see paragraph 1.1 above).
- Deadline for concluding the contract: 4th - 29th September 2023

**Attention:** Please note that the online group meetings with Green Fox Academy mentors starts on 25th September 2023, and the You may not require additional meetings or any refund of the course fee due to fact that You conclude this contract after start of the group meetings.

- Please note that you can self-study the course, have access to study material revisions, and can attend mentor meetings described in section 1.3 below. However, the course does not include any live IT lessons for participants.

### *1.3 The provider has the following obligations:*

- to make videos and study materials of the course available to the participant in the online LMS system for the duration of the course (see paragraph 1.2 above) make available to the participant pre-recorded course revisions in the online LMS system for the duration of the course (see paragraph 1.2 above)
- to organize four online group meetings with Green Fox Academy mentors between 25th September and 6th October 2023 the duration of these live mentoring session is 1 hour and is not recorded due to legal restrictions
- to provide the participant the possibility to ask questions to the Green Fox Academy mentors, and the most relevant questions will be answered between 7th and 20th October 2023 in an aggregated form to the participants' community by the Green Fox Academy mentors
- to allow the participant access to the online community of participants in the LMS system in order to share their tasks and solutions there, to ask questions to other participants via chat, to discuss and advise each other
- to issue an invoice within 2 weeks after payment of the course price and send it to the participant by e-mail, which was entered in the form when registering for the course
- to resolve any outages in the availability of the LMS system or meeting with the mentor without unnecessary delay, within 3 days at the latest, and in case of significant unavailability (unavailability of the LMS system longer than 3 days, unavailability for more than half of the time the meeting with the mentor took) to replace the outage with an extension the time during which the materials are made available, or an alternative date for meeting with the mentor

### *1.4 In addition to the obligations under this contract, the participant also has the following obligations:*

- in the online community in the LMS system, communicate exclusively on the subject of the course and politely, cooperate with other participants to complete team tasks and not delay other participants from working on tasks
- The participant shall have his own computer (16 GB RAM is suggested, 8 GB RAM is the minimum) and reliable internet access to take part in the Course.

### *1.5 Early termination of the contract*

A serious or repeated breach of obligations by the participant despite notice may lead to unilateral termination of the contract by the provider with immediate effect, without the right to refund the price. In the event that the participant violates the provider's intellectual property rights, the provider is entitled to terminate the contract with immediate effect and without prior notice.

## **2. Intellectual Property Rights**

The participant acknowledges that all documents and other materials (e.g. study materials, assignments) (in written or electronic form or recorded in any other form), information, data and solutions related to the course represent the know-how and intellectual property of the provider. The participant is not entitled to use this intellectual property in any form, with the exception of use during the course for the purpose of acquiring knowledge and skills. The participant may not copy study materials or make them available to third parties.

## **3. Protection of personal data**

By concluding the contract, the participant expressly declares that he has read, understood and agrees with the content of the information on the processing of personal data made available to the participant during the process of concluding the contract. Therefore, the participant acknowledges that his personal data may be processed by the provider in accordance with this information for the purpose of providing course services, concluding a contract, invoicing and participation and exercising rights due to non-fulfillment of the contract.

## **4. Confidentiality**

The Participant agrees that all facts, data and information related to the provision of the course (collectively referred to as "Confidential Information") constitute the provider's trade secrets. The Participant is obliged not to disclose Confidential Information to any third party.

## **5. General information for consumers**

5.1 This contract is concluded and governed by the laws of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, as amended. This also applies if the participant is a citizen of another country, is located in another country, the contract was brokered by an entity from another country, or the contractual relationship contains any other international element.

5.2 The provider is not responsible for damage that occurred due to an extraordinary, unforeseeable and insurmountable obstacle that arose independently of the provider's will, especially due to a defect in the internet connection or software, or the failure of any other technical means. The provider is not responsible for damage to the extent that it was not foreseeable, especially for how the participant handles the information and knowledge obtained.

5.3 The contract, including these terms and conditions, is archived by the supplier in electronic form, the participant receives a confirmation of its conclusion and a copy of the terms and conditions.

5.4 The Czech Trade Inspection is responsible for the out-of-court resolution of consumer disputes, the procedure is described on the page

<https://www.coi.cz/mimosoudni-reseni-spotrebitelskych-sporu-adr/>.

5.5 The provider is not bound by any codes of conduct in relation to the participant.

**Green Fox Academy CZ s.r.o.**

## **DATA MANAGEMENT INFORMATION**

We hereby inform you about the information concerning the management of your personal data:

### **I. Data controller:**

Name: Green Fox Academy CZ s.r.o.

Registered office: Václavské nám. 837/11, 110 00 Praha 1

Telephone number: +420 733 631 993

Email address: [ahoj@greenfoxacademy.com](mailto:ahoj@greenfoxacademy.com)

hereinafter “we”

### **Contact person:**

Name: Kristína Bilkovičová

Email: [kristina.bilkovicova@greenfoxacademy.com](mailto:kristina.bilkovicova@greenfoxacademy.com)

If you have any questions concerning this Information or you wish to exercise your rights under this Information, then please contact us using any of the contact options above and we will gladly answer your questions.

### **II. Our Data protection commitments:**

We consider the provisions of this Information binding for us. We undertake all effective legal regulations concerning data management, in this regard especially Regulation (EU) 2016/679 of the European Parliament and of the Council on data protection (“GDPR”). We reserve the right to change this Information at any time and shall notify you about possible changes in due time.

### **III. Information concerning data controlling:**

#### **3.1. Management of the data of Course students**

- a) Purpose of data management: performance of the training, accounting and tax obligations.
- b) Legal basis for data management: the performance of contract between you and us and fulfilling our legal obligations.

- c) Scope of controlled data: name, surname, address, e-mail, payment information, your solution of the assigned tasks during the course, your activity and communication in the LMS system.
- d) Recipients to whom your personal data is disclosed: our competent employees and competent employees of our mother company Green Fox Academy Kft. residing at Budapest or our sister companies in other EU countries, accounting companies, entrepreneurs performing mentoring services in the training, other persons working for us and providing us with their mentoring services, and Thinkific Labs Inc. as data processor resident in Vancouver, Canada, providing the LMS system who has committed to keep their privacy policy [compliant with GDPR](#). The list of recipients of your personal data, that are not employees of any of the Green Fox Academy companies, will be available on the request sent on the abovementioned email. Besides the above mentioned case of Thinkific Labs Inc. we do not forward your personal data to third countries nor to international organizations.
- e) Duration of storing the personal data: ten (10) years from the date of the last data stored about the training or from the termination of your contract.
- f) The provision of your personal data is based on legal regulations and contractual obligations and it is a prerequisite for concluding a contract. Consequence of failure to provide your personal data is your inability to participate in the training provided by us, also we cannot conclude the contract with you.
- g) We do not use automated decision making nor profiling in the course of managing your personal data.

### **3.2. Data management concerning communication between us and you (newsletters)**

- a) Purpose of data management: all purposes necessary for establishing a contact with you and keeping you informed about current events, namely, but not limited to sending newsletters, sending e-mail newsletters containing for example business advertisement, inquiries, prize games, information about upcoming events (e.g. workshops, aptitude tests, promotion events), personal offers and keeping contact with you.
- b) Legal basis for data management: your freely and voluntarily given consent, which will be expressed in a separate document or by marking the respective box in the

internet form. **You are entitled to revoke your consent at any time**, although it does not concern the legality of data management performed before the revocation.

- c) Scope of controlled data: name, surname, e-mail address, information concerning participation in the course.
- d) Recipients to whom your personal data is disclosed: our competent employees and competent employees of our mother company Green Fox Academy Kft. residing at Budapest or our sister companies in other EU countries. The list of recipients of your personal data, that are not employees of any of the Green Fox Academy companies, will be available on the request sent on the abovementioned email. We do not forward you personal data to third countries nor to international organizations.
- e) Duration of storing your personal data: The consent is given until withdrawn via unsubscribing from our emails. The withdrawal does not affect legality of the previous data management. After the withdrawal we will delete your personal data if there is no other legal basis for the management.
- f) The provision of your personal data is not based on legal regulations nor contractual obligations. Consequence of failure to provide your personal data is that you will not get notified about our current news and events.
- g) We do not use automated decision making nor profiling in the course of managing your personal data.

### 3.3. Cookie data management of the [www.greenfoxacademy.com](http://www.greenfoxacademy.com) website:

- a) Purpose of data management:
  - i) running of our website;
  - ii) tracking and analysing your activity on our website, customizing the content of adverts on websites, Facebook and Instagram.
- b) Legal basis for data management:
  - under letter a) par. i) the enforcement of legitimate interests pursued by us, namely running our website. **You are entitled to object to the abovementioned management.** However, if our legitimate grounds override your interests, rights and freedoms, we are entitled to continue managing the data.
  - under letter a) par. ii) your freely and voluntarily given consent, which will be expressed by checking the respective box on pop-up tab on our website. **You are**

**entitled to forbid the using of cookies in your browser.** For more info see the websites of your browser's provider.

- c) Scope of controlled data: date, time, IP address, from which websites you come, your activity on our websites, your preferences.
- d) Recipients to whom your personal data is disclosed: our competent employees and competent employees of our mother company Green Fox Academy Kft. residing at Budapest or our sister companies in other EU countries, providers of the analysing, tracking and remarketing services. The list of recipients of your personal data, that are not employees of any of the Green Fox Academy companies, will be available on the request sent on the abovementioned email. We do not forward you personal data to third countries nor to international organizations.
- e) Duration of storing the personal data:
  - under letter a) par. i) only for a period when you are online and on our website.
  - under letter a) par. ii) until you revoke your consent, but at maximum for 180 days. You can delete the cookies from your own computer and can turn off cookies in your browser. By this you revoke your consent and we will not continue to manage your data. Management of cookies is generally available in the Tools/settings menu of browsers, under Data protection settings, under cookies.
- f) The provision of your personal data is not based on legal regulations or contractual obligations, nor is a prerequisite for concluding a contract. Consequence of failure to provide data is:
  - under letter i) you cannot use our website fully, some of its functions and services can be limited,
  - under letter ii) we cannot track or analyze your manner on our website and we cannot personalize the content of adverts.
- g) We do not use automated decision making nor profiling in the course of managing your personal data.

#### **IV. Your rights concerning data management:**

You have the following rights concerning the management of your personal data:

##### **4.1. Right to access:**



You have the right to receive information from us whether we manage your personal data, and if so, then you have the right to access your personal data and to the following information:

- a) purposes of data management;
- b) categories of personal data involved;
- c) categories of recipients of your personal data, including those in third countries and international organizations;
- d) planned duration of storing your personal data, or if it cannot be determined accurately, then the criteria of determining such a period;
- e) you can request from us the correction, deletion of your personal data or the limitation of the management of the same, and you might object to the management of such personal data;
- f) option to submit complaints addressed to a supervisory authority;
- g) if your personal data was not collected from you, then all available information concerning the source of your personal data;
- h) whether we perform automated decision making or profiling and the logic applied in such cases and clear information concerning the significance of such data management and the expected consequences for you.

You have the right to receive information from us about the appropriate data protection guarantees if your personal data is forwarded to third countries or international organizations.

At your request we provide you with a copy of your personal data being controlled. We might charge a reasonable fee for additional copies you might request, based on administrative costs. If you submit the request electronically, information shall be provided in electronic format, unless you expressly request otherwise.

#### **4.2. Right to correction**

You have the right to have the inaccurate personal data concerning you corrected by us. The correction shall be done without unreasonable delay. Considering the purpose of data management, you are also entitled to request the supplementation of incomplete personal data.

#### **4.3. Right to deletion**

You have the right to have the personal data concerning you deleted by us without unreasonable delay at your request.

We shall delete your personal data if any of the following reasons occur:

- a) your personal data is not necessary any more for the reason it was collected or otherwise managed;
- b) you revoked your consent serving as basis for the data management and data management has no other legal basis;

- c) you objected to the management of your personal data, and the appropriate requirements for deletion are met;
- d) we manage your personal data illegally;
- e) your personal data must be deleted for the performance of a legal obligation required by Union or member state laws applicable to us;
- f) collection of your personal data was performed in connection with offering services connected to information society to a child.

If we disclosed your personal data to third parties and shall delete it, we shall take the reasonably expected measures, considering the available technology and the costs of implementation, in order to inform other data controllers managing your data that you requested to be deleted about this request in order to delete your personal data in question including their copies and duplicates.

**BE ADVISED! You do not have the right to deletion if the data management is necessary for the following:**

- a) for exercising the right to the freedom of expression and to getting informed;
- b) for the performance of obligations requiring the management of your personal data under Union or member state law applicable to us or to perform tasks performed out of public interest or under exercising public powers delegated to us;
- c) for realizing public interests concerning the area of public health;
- d) for archival out of public interest, for scientific or historical research or for statistical purposes if the right to deletion would probably make such data management impossible or would seriously jeopardize it; or
- e) for the submission, enforcement and defense of legal claims.

#### **4.4. Right to the limitation of data management**

You have the right to have data management limited by us at your request if any of the following requirements is met:

- a) you dispute the accuracy of your personal data; in this case the limitation is for the period necessary for us to check the accuracy of your personal data;
- b) the data management is illegal and you do not request the deletion of data, requesting the limitation of using the same instead;
- c) we do not need your personal data any more for data management purposes, yet you require such data for submitting, enforcing or defending legal claims; or
- d) you object to data management; in this case the limitation is for the period necessary to establish whether the rightful reasons of us enjoy priority over the rightful interests of you.

If based on the above the data management is limited, such personal data may only be managed (except for storage) with your consent, or to submit, enforce or defend legal

claims or to protect the rights of other natural persons or legal entities, or out of public interest of the Union or any member state.

We will inform you beforehand about releasing the limitation of data management.

#### **4.5. Right to objection**

**BE ADVISED!** You have the right to object to the management of your personal data at any time due to reasons concerning your situation, but only in the case if

- the legal basis of data management is the performance of tasks performed out of public interest or under exercising public powers delegated to us, or
- the data management is necessary for enforcing the rightful interests of us or a third party, including profiling.

In this case we may not manage your personal data any longer. In exceptional cases we may continue the management of your data if it is proven that data management is justified by such rightful and compelling reasons that enjoy priority over your interests and rights, or is connected to the submission, enforcement or defense of legal claims.

**BE ADVISED!** Besides the above you have the right (regardless of the above section) to object to the management of your personal data for direct marketing purposes (including profiling connected to direct marketing) at any time. If you object to the management of your personal data for direct marketing purposes, then we cannot manage them for this purpose any longer.

If your personal data is managed for scientific or historical research purposes or for statistical purposes, you have the right to object to the management of your personal data due to reasons concerning your situation. However, you do not have the right to object if the data management is necessary for the performance of tasks performed out of public interests.

In connection with using services related to information society and different from the provisions of Directive 2002/58/EC you may exercise the right to objection with automated tools based on technical requirements as well. Such an objection may be if you install a program that you use so that you cannot be tracked based on your browser, your location cannot be pinpointed, your IP address is not made public and your browser does not display advertisements, offers, etc.

#### **4.6. Right to the mobility of data**

If the management of your personal data is based on your consent or performance of the contract concluded with us and the data management is performed in an automated manner you have the right to transfer your personal data to another data controller.

In such cases you have the right to receive your personal data in a widely used machine-readable format and you have the right to forward such data to another data controller without our preventing it. You also have the right to request – if it is technically feasible – that we directly forward your personal data to the other data controller.

However, you do not have the right to enforce your right to the mobility of data if the data management is for public interests or if it is necessary for the performance of tasks performed under exercising public powers delegated to us.

#### **4.7. How to exercise your rights**

Please submit requests aimed at exercising your rights using the contact options indicated in Section I.

We shall inform you about measures taken as the result of your request without unreasonable delay but within one month from receiving the request at the latest. This deadline may be extended by an additional two months, considering the complexity of the request and the number of requests. We shall inform you about the extension of the deadline within one month from receiving the request, indicating the reasons for the delay. If you submitted the request electronically, the information shall be given electronically if possible, unless you request otherwise.

If we do not take measures as the result of your request, we shall inform you without delay, but within one month from receiving the request at the latest, about the reasons for not taking measures and about your right to file complaints at a supervisory authority and exercise your right to remedy.

We provide the information free of charge. If your request is clearly unfounded or excessive – especially due to its repeated nature – we may charge a reasonable fee or refuse taking the requested measure, considering the administrative costs of providing the requested information or taking the requested measure. Proving the clearly unfounded or excessive nature of the request is the burden of us.

We are obliged to inform all recipients to whom your personal data was disclosed about all corrections, deletions or limitations of data management, except if it proves impossible or would require a disproportionate amount of effort.

At your request we shall inform you about such addressees.

### **V. Your right to legal remedy**

#### **5.1. Complaint addressed to us:**

If you have any complaints concerning the management of your personal data, then please contact us using any of the contact options indicated in Section I.

#### **5.2. Complaint addressed to the Data Protection Authority:**

You have the right to file a complaint at a supervisory authority – especially in the EU member state according to your usual place of residence, your workplace or the location of the assumed infringement – if, in your opinion, the management of your personal data violates the GDPR regulation or other legal regulations. The supervisory authority

to which the complaint was submitted shall inform you about the procedural developments concerning the complaint and the results of the same, including that you have the right to judicial remedy.

**You can file complaints at the Czech National Authority for Data Protection as supervisory authority:**

Name: Czech National Authority for Data Protection (Úřad pro ochranu osobních údajů)

Registered office: Pplk. Sochora 27, 170 00 Praha 7

Telephone: +420 234 665 800

Fax: +420 234 665 444

E-mail: [posta@uouu.cz](mailto:posta@uouu.cz)

Website: <https://www.uouu.cz>

**5.3. Right to compensation:**

If you suffered losses as the result of violating the GDPR you are entitled to financial compensation and/or grievance fees from us or the other data processor(s).

The data processor is only responsible for damages caused by data management if they did not comply with the obligations specified in the GDPR that specifically burden the data processors or if they disregarded our rightful instructions or acted contrary to them.

If multiple data controllers (we and other data controllers) or multiple data processors are involved in the same data management and are responsible for damages caused by data management, we and other data controllers or data processor have joint and several liabilities for the total damage.

We, the other data controllers or data processor(s) are exempted from liability if we or they can prove that we or they bear no responsibility whatsoever for the event causing the damage.

**5.4. Right to judicial remedy:**

You have the right to turn to a court and to request effective judicial remedy from the court, if, in your opinion, your rights under GDPR were violated as the result of the management of your personal data performed in a manner not in compliance with the legal regulations.

The procedure against us or data processor shall be initiated before a court of the member state according to the place of activity of us or data processor. Such a procedure can be initiated before a court of the member state according to your usual place of residence as well, except if we or data processor is a public authority of a member state acting under its public power.

**VI. Data security**

We undertake to employ adequate and efficient physical, IT, organizational and administrative measures to preserve the confidential, intact and available condition of your personal data.