

GENERAL TERMS AND CONDITIONS FOR HOLO'S DEVELOPER EDUCATION IMMERSIVE

Last revised: June 27 2022

These Terms and Conditions (the “Terms”) together with the application, the Offer (as defined below) and your acceptance thereof to the extent relevant, collectively the “Agreement”, govern the booking, provision and participation in a frontend coding boot camp (the “Program”) organised by Holo Ltd, a Gibraltar corporation (the “Organiser”, “we”, “our”, “us”). By applying for the Program, you (“you” and “your”) accept these Terms. The Organiser and you may herein also each be referred to as a “Party” and jointly as the “Parties”.

These Terms apply based on the laws of Gibraltar.

Persons under the age of eighteen (18) may not sign up for the Program.

By applying for the Program, you warrant;

- that you have the authority to accepting these Terms (either on your own behalf or by having an authorized person at your company agree to the terms set forth herein on your behalf);
- the agreement that is entered by you applying for the program, which for the avoidance of doubt include these Terms, is binding and enforceable against you; and
- to the extent an individual is accepting these Terms on behalf of an entity, such individual has the right and authority to agree to all of the terms set forth herein on behalf of such entity.

1. The Program

- 1.1. The Program is an educational course that takes place onsite at various locations. More information about the Program, including information on the curriculum, learning objectives and what we expect from the persons attending the Program (the “Participants”) may be found at <https://www.holo.host/developer-education/>. You sign up for the full length of any given Program. The term of the Program you choose is referred to as the “Term”.
- 1.2. The Participant is responsible for travel to and from the location of the specific Program.
- 1.3. Participants must bring their own computer and are responsible that it meets the minimum specifications. The Organiser may specify certain material that is required for the Program.

2. Application Process, Pricing and Payment Terms

- 2.1. You can apply for the Program by filling in and filing the entry form located at the Webpage. You will be provided with a confirmation of your application by email to the email address you registered with when applying for the

Program, which will be used for all further email correspondence with you unless you have notified a new email address to us.

- 2.2. The Organiser will inform you by email whether you have been accepted to the Program or not. If you have been accepted to the Program, you will be presented with an offer to enroll in the Program that applies for a period of seven (7) days from the email has been sent to you (the "Offer"). The Offer will also include the requirements that the Participant needs to comply with to be granted a certificate by the Organiser after completing the Program.
 - 2.3. If you decide to accept the Offer, following your acceptance of the Offer, an invoice will be sent to you by email. For the avoidance of doubt, acceptance of the Offer is a binding contract.
 - 2.4. Pricing details for the Program are specified on the Webpage, and the price in question will also be set out on the invoice.
 - 2.5. The payment term is ten (10) calendar days from the date of invoice.
 - 2.6. Provided you have paid the applicable program fee (the "Program Fee"), you will receive an enrollment letter confirming Participant's right to participate in the Program.
 - 2.7. Upon receipt of the confirmation, you shall ensure that the information contained in such enrollment letter is correct. If you find that any information therein is incorrect, you need to inform us immediately by deveducation@holo.host so that a correct enrollment confirmation may be issued.
 - 2.8. The right to participate in the Program is tied to the registered Participant and may not without prior written consent of the Organiser be passed onto someone else.
3. Changes, Cancellation, Policy and Refunds
- 3.1. The Organiser reserves the right to change instructors, speakers, coaches and materials for the Program. The Organiser also reserves the right to make changes to the program syllabus. These changes are made to ensure that the Program is in line with what the Organiser considers to be the current technical developments and to the extent an instructor, speaker or coach is unable to attend, e.g. due to illness.
 - 3.2. Organiser reserves the right to change the location of physical meetings until ten (10) days before the Program. The Organiser will strive to find a location as close to the original location as possible. We will notify you by email if we change the location and/or the time for the meeting.
 - 3.3. The Organiser has the right to cancel or reschedule the Program due to low enrollment or shortage of instructors, speakers and/or coaches until twenty (20) days before the start date of the Program. The Organiser shall also be entitled to cancel the Program if an instructor, speaker and/or coach is unable to attend the Program, and the Organiser cannot remedy this with commercially reasonable efforts, including but not limited to finding a suitable substitute, and such person is essential for the Program. If a Program is canceled, Participants will be notified by email.
 - 3.4. Should a Program be canceled or any material changes that completely changes the learning outcomes, duration, scope or objectives for the

program entitle you to terminate the Agreement, you are entitled to a pro rata refund for the Program Fee related to the remainder of the Term.

- 3.5. If a Participant has signed up for the Program in the capacity of a private person directly from the Organiser, you shall be entitled to cancel your acceptance of the Offer within fourteen (14) calendar days after your acceptance and be fully refunded.
4. Changes, Cancellations or Withdrawals due to Covid19
 - 4.1. Participants who cancel in advance due to a positive Covid19 test result or who withdraw during the Program due to a positive Covid19 test will be eligible for a prorated credit for a future program, based on how long they attended the Program. No travel expenses will be credited or paid by the Organiser. The Organiser recommends Travel Insurance and understands that Covid19 may not be covered by many insurers at this time.
 - 4.2. The Organiser may require a Participant to take a Covid19 Antigen test at any time during the Program. Such tests will be provided by the Organiser.
 - 4.3. Participants will be required to withdraw from the Program and leave the location of the Program in case of a positive Covid test.
5. Withdrawals or Absences
 - 5.1. Should a Participant not arrive at the Program location, at the start of the Program or be absent from the Program during any portion of the Program due to accident, sickness or any other voluntary or involuntary reason, the Participant may be removed from the Program at the option of the Organisers.
 - 5.2. Participants may be removed from the Program by the Organisers at any time if they are deemed to be disruptive or a risk to the safety of the other Participants, themselves or the Instructors or Staff of the Program, or if the Participant breaks the terms and conditions of the program or the Code of Conduct.
 - 5.3. A Participant who withdraws or is removed is not eligible for refunds except where otherwise described in Section 4.
6. Disclaimers and limitations of liability
 - 6.1. The Program and the materials provided by the Organiser, are, to the extent permitted under applicable law, provided "as is" without warranty of any kind, either expressed, or implied, including, but not limited to, all warranties of fitness for a particular purpose or non infringement of third parties' rights.
 - 6.2. The Organiser is keen to provide the Participants with the best possible Program. However, the Organiser does not warrant any particular result from the Participant attending the Program, including but not limited to the Participant finding a job. In order for the Participant to reach the learning objectives, it is imperative that they participate actively during the Program. The Participant accepts the responsibility for the Participant's own training and learning.

- 6.3. To the extent permitted under applicable law, the Organiser's liability shall be restricted to direct damages and under no circumstances shall the Organiser or any of its employees, affiliates, directors, or contractors and such be liable to you or any other person or entity for any indirect, special, incidental, punitive or consequential damages of any character, including without limitation, damages for loss of goodwill, interruption of work, loss of data, loss of productivity or contract, or any other commercial damages or losses.
 - 6.4. This disclaimer is applicable to any damage or injury resulting from the negligence or an omission of the Organiser. The Organiser is not liable for criminal, non-contractual, or negligent actions or omissions of third parties that affect the Program.
 - 6.5. In no event shall the Organiser be liable for any damages in excess of the amount you have paid to the Organiser for the Program.
 7. Intellectual property
 - 7.1. All material, including without limitation any written material, information, live webinars, notes and videos at the Organiser's website and program materials that are provided to the Participant by email, by a learning management system, through the Webpage or physically in connection with or during the Program is the property of the Organiser or its licensors.
 - 7.2. The use of the program materials is restricted to the Participant's individual training and attendance during the Program, unless such materials are openly licensed. The participant may not copy, share, modify, transmit, distribute, or in any other way, exploit the program materials provided by the Organiser, instructors, speakers or coaches except as these are openly licensed for such use. The Participant shall not permit anyone else to copy, use, modify, transmit, distribute, or in any way, exploit the program materials unless those materials are communicated as openly-licensed.
 - 7.3. Material that is created by the Participant during the Program shall be owned and licensable by the Participant, as per how any tools, frameworks or other dependent licenses require.
 - 7.4. The Organiser is granted a non-exclusive and non-transferable right to use the material created by the Participant for demonstration and marketing purposes.
 8. Privacy
 - 8.1. The Organiser is the data controller and shall ensure that your personal data is processed lawfully and in accordance with current data protection regulations. More information on how the Participant's personal data is processed can be found in the Privacy Policy at <https://holo.host>. For that reason, by applying for the Program, you also accept and agree to Privacy Policy.
 9. Force majeure
 - 9.1. Neither Party shall be responsible to the other Party for any failure or delay in performing any of its obligations under the Agreement or for other non-performance hereof if such delay or non-performance is caused by strike, fire, flood, riot, civil commotion, act or ordinance of any governmental or local authority, terrorism, or by any other cause of extraordinary character

beyond the reasonable control and/or action of each Party. The Party that is prevented to perform under the Agreement due to a force majeure event shall immediately inform the other Party of such event and use reasonable efforts to remove or overcome the hindrance for performance.

10. Term and Termination

10.1. The Agreement enters into force from when you submit your application for the Program and, unless terminated earlier in accordance with these Terms, remains in force until the earlier of (i) your application is rejected, (ii) you reject the Offer/do not accept within the prescribed time frame, or (iii) the Program is canceled in accordance with Clause 3, or (iv) the Program ends. Notwithstanding the foregoing, either Party may terminate the Agreement with immediate effect upon written notice to the other Party if such Party has committed a material breach of this agreement and has failed to remedy such breach within thirty (30) days of receipt of a notice from the non-breaching Party describing the breach and requiring its remedy. For the avoidance of doubt, the expiry or termination of these Terms entail, to the extent applicable, among else that you no longer have a right to participate in the Program.

11. Governing Law and Dispute Resolution

11.1. Unless otherwise is set out in mandatory law, these Terms shall be governed by the substantive laws of Gibraltar.

11.2. Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered in accordance with Gibraltar's requirements.

11.3. Notwithstanding the foregoing, should a dispute occur between the Participant and the Organiser, the Parties shall primarily seek to resolve the dispute through a mutual understanding. In case such understanding is not reached between the Parties the Participant may choose to submit a complaint to HOLO per Holo's Complaint Policy and process. By submitting the complaint via the <http://help.holo.host> platform, the complaint will be reviewed and if it meets the requirements of the policy be forwarded to the relevant body of consumer dispute resolution.

12. Contact Details

Contact info: Holo Limited

Reg. no.: 116305

Address: Portland House, Glacis Road, Gibraltar

E-mail: deveducation@holo.host