



Bootcamp Participant Agreement

Berlin, 2023-11-10

THE AGREEMENT: This Bootcamp Participant Agreement (hereinafter, "Agreement") is made by and between CLA Code Labs GmbH, a limited liability company, incorporated under the laws of Germany, hereinafter referred to as "Course Provider," and The Participant in the Course, also defined below.

This Agreement shall govern the use of all pages and screens in and on the Course (all collectively referred to as "Course") and any services provided by the Course Provider through the Course ("Services") and/or on the Course Provider's website ("Website").

Participation in a course at Code Labs Academy is between

1. CLA Code Labs GmbH, Stresemannstraße 23, 10963 Berlin.

- In the following: CODE LABS ACADEMY -

And:

2. **Santiago Jose Oviedo Gonzalez** Resident in: Malta

- In the following: PARTICIPANT -

included in this present training contract.

The parties declare that they have legal capacity and that they wish to enter into the contract below on its terms below.

BACKGROUND:

1. CODE LABS ACADEMY is a private educational provider that offers courses online with live teaching.
2. The PARTICIPANT takes advantage of such a course offer under the terms and conditions below.

Article 1 - DEFINITIONS:

A) The parties referred to in this Agreement shall be defined as follows:

- I) Course Provider, is the creator, operator, and publisher of the Course and is responsible for providing the Course publicly.
- II) The Participant: is the participant in the course and user of the Website also referred to in this agreement as 'you' and/or 'they'.
- III) Parties: Collectively, the parties to this Agreement (Course Provider and The Participant) will be referred to as Parties.

B) The Course details are as follows:

I) Course Name: **Web Development**

II) Course Description:

Learn the fundamental theory and application of Web Development. Our instructors will coach you through the essential foundation of knowledge and applied skills to put you well on your way to a fruitful career in Web Development.

The following services are also included in the course fee for remote courses:

- The selected course at the desired location, if confirmed;
- Access to course content on our secure platform during and after course completion;
- Course job placement assistance (career services)

The following services are not included in the course fee:

- Job or wage guarantee;
- Internet access outside the course location;
- A computer during the course

III) Total Course Fees ("Fees"): 3.267,18 €

IV) Deposit Fee: 250 €

V) Upfront Payment: 3.017,18 €

IV) Course URL: <https://classroom.codelabsacademy.com>

V) Course Start Date: 2024-01-22

VI) Course End Date: 2024-07-15

The deposit fee must be paid within three (3) days after being admitted to the course, or before the first day of class, whichever happens first. Otherwise, CODE LABS ACADEMY does not commit to provide any services to the PARTICIPANT.

Deposit Payment Method:

Account holder: CLA Code Labs GmbH

It is imperative to send to CODE LABS ACADEMY proof of the transfer indicating the name and surnames of the participant as well as the course that they will be enrolling. Please email receipts to hello@codelabsacademy.com CODE LABS ACADEMY.

The remaining amount is to be paid through: **Bank Transfer**

Late payments will automatically effect a default pursuant to § 286 para. 3 BGB (German Civil Code, BGB) and be subject to interest without any additional reminder.

Upon completion of the course, CODE LABS ACADEMY will deliver the corresponding invoice to the PARTICIPANT, that will contain all the information regarding the contracted course as well as the information that might legally apply.

CONTRACTUAL CONDITIONS

Article 1. ASSENT & APPLICATION

The present contractual conditions apply to all courses offered and conducted by CODE LABS ACADEMY in Germany.

By purchasing and participating in the Course, you warrant that you have read and reviewed this Agreement and that you agree to be bound by it. If you do not agree to be bound by this Agreement, please cease your participation in the Course immediately. If you do so after purchase, you will not be entitled to any refund. Course Provider only agrees to provide the Course to you if you assent to this Agreement.

After participation in a course, CODE LABS ACADEMY issues a Certificate of Completion or Certificate of Attendance. A Certificate of Completion is issued by CODE LABS ACADEMY after the PARTICIPANT successfully completes all of the course assignments, workshops and final project with a passing grade. A Certificate of Attendance is issued by CODE LABS ACADEMY after successfully completing all of the course assignments, workshops and final project. These certificates do not represent the awarding of state-recognized degrees.

Article 2. AGE RESTRICTION

You must be at least 18 (eighteen) years of age to use this Website, participate in the Course or access any Services contained herein. By participating in the Course, you represent and warrant that you are at least 18 years of age and may legally agree to this Agreement. Course Provider assumes no responsibility or liability for any misrepresentation of your age.

Article 3. COURSE REGISTRATION AND ON-BOARDING OBLIGATIONS

After paying the deposit, the PARTICIPANT will receive proof of payment, confirming their place in the course. Upon confirmation, the PARTICIPANT will receive access to the Participant Learning Platform to access the pre-work unit. After completing the mandatory pre-work, the PARTICIPANT must pass a live comprehension exam. Only upon passing this exam will the PARTICIPANT be granted full access to the rest of the content on the Participant Learning Platform and admittance to the upcoming cohort. In the case of exam failure, the PARTICIPANT will be deferred to the next cohort start date and must pass the exam at a later date.

In the event that CODE LABS ACADEMY cannot confirm the reservation and the parties cannot agree on a later course participation, the deposit fee paid will be refunded in full.

Article 4. COURSE PROGRAM & TERMS

CODE LABS ACADEMY will offer the course according to the course program published on the website.

The PARTICIPANT must start the course on the start date specified in this contract, unless an earlier start date has been agreed in advance in writing.

After purchasing the Course, you may not be able to begin until the specified Course Start Date. You must complete the Course by the specified Course End Date.

The Course and any of its accompanying Materials may not be shared with any party. If we suspect that the Course or Materials are being shared and/or that you have shared your log-in information with any party, Course Provider reserves the right to immediately terminate your access to the Course, at its sole and exclusive discretion.

We do not offer any promises or guarantees with regard to the Course or Course Materials. You hereby acknowledge and agree:

A) You are solely and exclusively responsible for the choices that you make with regard to this Course, the Materials contained within it, or any significant changes to your business or life;

B) You are solely and exclusively responsible for your own mental health, physical health, business decisions, and any other actions or inaction you choose to take;

C) Course Provider is not liable for any result or non-result or any consequences which may come about due to your participation in the Course;

Article 5. PARTICIPANT OBLIGATIONS

As a participant in the Course, you will be asked to register with us. When you do so, you will choose a user identifier, which may be your email address or another term, as well as a password. You may also provide personal information, including, but not limited to, your name. You are responsible for ensuring the accuracy of this information. This identifying information will enable you to participate in the Course. You must not share such identifying information with any third party, and if you discover that your identifying information has been compromised, you agree to notify Course Provider immediately in writing. An email notification will suffice. You are responsible for maintaining the safety and security of your identifying information as well as keeping us apprised of any changes to your identifying information.

The billing information you provide us, including credit card, billing address, and other payment information, is subject to the same confidentiality and accuracy requirements as the rest of your identifying information. Providing false or inaccurate information, or using the Course or the Website to further fraud or unlawful activity is grounds for immediate termination of this Agreement.

OBLIGATIONS: As a participant in the Course, you will be asked to undertake and complete the following obligations:

- Attend the classes
- Complete the projects, and homework assignments

Article 6. LICENCE TO USE WEBSITE, ACCESS COURSE MATERIALS & INTELLECTUAL PROPERTY

CODE LABS ACADEMY may provide the PARTICIPANT with certain information as a result of your accessing of the Course through the Website. Such information may include, but is not limited to, documentation, data, or information developed by the Course Provider and other materials which may assist in your participation in the Course ("Materials"). Subject to this Agreement, CODE LABS ACADEMY grants you a non-exclusive, un-limited, non-transferable and revocable licence to use the Materials solely in connection with participation in the Course and use of the Website. The Materials may not be used for any other purpose, and this licence terminates upon your cessation of use of the Course or the Website, or at the termination of this Agreement. Only participants who successfully complete the Course are granted life-long access to the Materials used solely during their cohort.

You agree that the Materials, the Course, the Website, and any other Services provided by the Course Provider are the property of the Course Provider, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Company IP"). You agree that the Company owns all rights, title, and interest in and to the Company IP and that you will not use the Company IP for any unlawful or infringing purpose. You agree not to reproduce or distribute the Company IP in any way, including electronically or via registration of any new trademarks, trade names, service marks, or Uniform Resource Locators (URLs), without express written permission from the Course Provider.

You grant CODE LABS ACADEMY the non-exclusive right to use, reproduce, display, and distribute the projects and assignments you create during the course for the purpose of promoting the bootcamp and showcasing participant achievements. This includes the use of your work in marketing materials, both online and offline, as well as in presentations and events.

Article 7. REVERSE ENGINEERING & SECURITY

You agree not to undertake any of the following actions:

- a) Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Course or Website;
- b) Violate the security of the Course or Website through any unauthorised access, circumvention of encryption or other security tools, data mining, or interference to any host, user, or network.

Article 8. PARTICIPANT CONTENT

Through your participation in the Course and your use of the Website, you may be permitted to post materials to the Course pages and other parts of the Website ("User Contributions"). You hereby grant Course Provider a royalty-free, non-exclusive, worldwide

licence to copy, display, use, broadcast, transmit and make derivative works of User Contributions you post. The Course Provider claims no further proprietary rights in your User Contributions.

You also agree to comply with the "Acceptable Use" provision of this Agreement for all User Contributions that you post, including and especially to not violate the intellectual property rights of any third party through your User Contributions.

If you feel that any of your intellectual property rights have been infringed or otherwise violated by the posting of information or media by another of our users, please contact the Course Provider.

Article 9. ACCEPTABLE USE

You agree not to use the Course or the Website for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Course or the Website in any way that could damage the Course, Website, Services, or general business of the Course Provider.

You are strictly prohibited from using Course for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

a) You further agree not to use the Course or the Website:

- I) To harass, abuse, or threaten others or otherwise violate any person's legal rights;
- II) To violate any intellectual property rights of the Course Provider or any third party;
- III) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- IV) To perpetrate any fraud;
- V) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- VI) To publish or distribute any obscene or defamatory material;
- VII) To publish or distribute any material that incites violence, hate, or discrimination towards any group;
- VIII) To unlawfully gather information about others.

Article 10. ADHERENCE TO CODE OF CONDUCT GUIDELINES & MISCONDUCT REPERCUSSIONS

We expect all participants to adhere to our Code of Conduct guidelines. By enrolling in the Course, you agree to uphold these principles and contribute to a collaborative and respectful learning experience.

Instances of Code of Conduct violations will be taken seriously. Repercussions for violations will be assessed on a case-by-case basis to ensure fair and just outcomes. Depending on the severity of the violation, consequences may include, but are not limited to: verbal or written warnings detailing the violation and expected corrective actions, .

If you witness or experience any behaviour that you believe violates our Code of Conduct, we encourage you to report it promptly. You can do so by contacting hello@codelabsacademy.com . All reports will be treated with confidentiality and will be thoroughly investigated.

Article 11. NO LIABILITY

The Course and Website are provided for informational purposes only. You acknowledge and agree that any information posted in the Course, in the Materials, or on the Website is not intended to be legal advice, medical advice, or financial advice, and no fiduciary relationship has been created between you and the Course Provider. You further agree that your participation in the Course is at your own risk. We do not assume responsibility or liability for any advice or other information given in the Course, in the Materials, or on the Website.

Article 12. INDEMNIFICATION

You agree to defend and indemnify the Course Provider and any of our affiliates (if applicable) and hold us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your participation in the Course, your use or misuse of the Website, your breach of this Agreement, or your conduct or actions. You agree that the Course Provider shall be able to select its own legal counsel and may participate in its own defence if the Course Provider so desires.

Article 13. RESIDENCE PERMIT

Foreign PARTICIPANTS must present a valid passport. Your visa or residence permit must be valid for the entire duration of the course and your participation in the course. It is solely the PARTICIPANT'S responsibility to obtain the required residency documents. CODE LABS ACADEMY assumes no responsibility for undocumented PARTICIPANTS or those who encounter residency issues prior to or during the course.

Article 14. PASSPORTS AND VISA (valid only for face-to-face courses)

All foreign PARTICIPANTS must be in possession of a valid passport and their visa must be valid for the duration of the course. Obtaining the necessary personal documents (individual passport, visa, permit, papers, etc.) is the sole responsibility of the PARTICIPANT.

CODE LABS ACADEMY assumes no responsibility for those PARTICIPANTS who do not have these documents and/or have problems with their visa during the course and are therefore unable to attend the entire course or parts of it.

Article 15. INTERRUPTION OF SERVICES DURING THE COURSE

Course Provider may need to interrupt your access to the Course to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access to the Course and/or Website may be affected by unanticipated or unscheduled downtime, for any reason, but that Course Provider shall have no liability for any damage or loss caused as a result of such downtime.

In the event that the entire course has to be interrupted or abandoned for reasons for which CODE LABS ACADEMY is responsible, CODE LABS ACADEMY will offer PARTICIPANTS alternative course options at no additional cost.

If the PARTICIPANT notifies CODE LABS ACADEMY within 7 days of receiving an alternative course option that they wish to terminate the agreement, they will receive a prorated refund for the uncompleted portions of the course.

In this scenario, if the PARTICIPANT does not respond within 7 days of notification, the PARTICIPANT will be deemed to have opted to terminate the Agreement. He will then receive a pro rata refund for the parts of the course that are no longer completed. CODE LABS ACADEMY will inform the PARTICIPANT of these consequences and send them an alternative course offer.

Article 16. CANCELLATION AND REFUND POLICY

Should a PARTICIPANT's enrollment be cancelled for any reason beyond the control of CODE LABS ACADEMY, all refunds will be made in accordance with the following refund policy:

- Cancellation may be made by PARTICIPANT via email or by registered mail. The PARTICIPANT bears the burden of proof for receipt of the cancellation notification.
- The course fee including deposit will only be fully refunded if the PARTICIPANT cancels the course before or within fourteen (14) working days after payment of the course fee and only if this is done before the first day of the course. After the first day of classes, the course fee is non-refundable.
- Refunds will be made within 30 days of the completion of the PARTICIPANT's registration or receipt of a cancellation notice from the PARTICIPANT.
- CODE LABS ACADEMY may allow PARTICIPANTS who fail to make their payments after the due date to make payments within 30 days. If the PARTICIPANT still has not paid after the grace period, CODE LABS ACADEMY reserves the right to exclude the PARTICIPANT from the course. PARTICIPANT shall be responsible for any additional costs or fees incurred by CODE LABS ACADEMY as a result of late payments.

- After the first day of classes, the PARTICIPANT will not receive a refund of the registration fee or course fee, whether due to the PARTICIPANT's absence, abandonment, or expulsion by CODE LABS ACADEMY due to the fault of the PARTICIPANT.

The statutory right of withdrawal remains unaffected by the above regulations.

Article 17. FORCE MAJEURE

17.1. CODE LABS ACADEMY may suspend this Agreement upon written notice to PARTICIPANT if courses are suspended during any period due to any cause beyond the control of either party including fire, war, accident, riot, governmental action, death, general illness, strike, industrial dispute, judicial or official order or decree, expressly also due to all measures related to the Covid-19 pandemic (each a "Force Majeure Event") are prevented, interrupted or delayed.

17.2 In the event of a Force Majeure Event, CODE LABS ACADEMY shall be entitled to (i) reschedule/postpone the date of the Course, (ii) reschedule the PARTICIPANT to future start dates once the Force Majeure Event allows the Courses to be resumed and/ or (iii) replace the classroom courses with an instructor-led distance learning alternative. These options do not involve any additional training costs for the PARTICIPANT.

17.3 The rescheduling of a course or the replacement of it with distance learning conducted by an instructor due to the occurrence of a force majeure event does not entitle the PARTICIPANT to cancel the agreement or to a refund of fees, unless the PARTICIPANT is unable to attend the alternative course (§ 275 BGB). If CODE LABS ACADEMY is prevented from participating, appropriate evidence must be provided in an individual case upon request.

Article 18. REASONS FOR TERMINATION A PARTICIPANT

Enrollment may be terminated, at the discretion of the educational institution, for insufficient academic progress, failure to pay tuition fees, or failure to comply with any rules and policies set forth by CODE LABS ACADEMY in this Agreement.

Before the start of each course, the PARTICIPANT's registration may be terminated during the preparatory work assigned by CODE LABS ACADEMY to the PARTICIPANT if the PARTICIPANT does not achieve the academic progress required by CODE LABS ACADEMY. In such a case, the total amount will be fully refunded.

The PARTICIPANT may be terminated for the following reasons:

- Possession or use of narcotics on CAMPUS or during class times, and possession or use of alcohol during class times."
- Abuse or inappropriate behavior towards other participants, staff or CODE LABS ACADEMY. This includes, but is not limited to, any form of bullying, discrimination, abusive behavior, violent behavior, and sexual harassment.
- Violating local or national laws
- Committing fraud or plagiarism
- Damaging school buildings or property, or theft
- Violating campus house rules
- Three (3) or more full-days missed classes without reasonable justification

In the event of exclusion for any of the above reasons, the PARTICIPANT will not be entitled to any refund, and CODE LABS ACADEMY will retain the right to all for payment pending Tuition fees exist. The parties agree that the above reasons, as important reasons, entitle the immediate termination of this contract without notice. CODE LABS ACADEMY does not tolerate biased and/or hateful comments in the form of racism, homophobia, sexism, misogyny or any other form of hate speech or posts that could be construed as such.

CODE LABS ACADEMY will check the necessary references prior to the commencement of classes to determine if a PARTICIPANT is appropriate for the course. In the event that CODE LABS ACADEMY deems a PARTICIPANT unsuitable for the course, the deposit and the entire amount paid will be refunded.

Article 19. DATA PROTECTION

Responsible for data processing is: CLA Code Labs GmbH Stresemannstraße 23, 10963 Berlin, Germany.

Contact details of the data protection officer (DPO): The PARTICIPANT can write to the DPO by writing to the aforementioned address of CODE LABS ACADEMY, attention: "Data Protection Officer" or by E-Mail to hello@codelabsacademy.com.

19.1. In connection with the conclusion and implementation of this training agreement, CODE LABS ACADEMY processes the following personal data of the PARTICIPANT:

- identification data: first name, last name, date of birth
- contact details: postal address, e-mail address, telephone number
- photo
- tax identification no.
- Account details and other information on means of payment
- Studies and job-related data: education/title, course of study, professional experience, membership of chambers or professional associations
- The information contained in the curriculum vitae as part of the application for training

should the PARTICIPANT receive personal data from third parties transmit, he declares that he has collected them lawfully and undertakes to forward the information contained in the data protection declaration to these third parties. At the same time, he relieves CODE LABS ACADEMY of any liability in this sense. CODE LABS ACADEMY may nonetheless periodically review this and take the relevant due diligence measures in accordance with data protection regulations.

19.2. The collection, storage and processing of the data takes place at the request of the PARTICIPANT and is, in accordance with Article 6 Paragraph 1 Sentence 1 lit also for correspondence, invoicing and the assertion and processing of any liability and other claims. Disclosure for advertising purposes and the like is fundamentally excluded. Insofar as data is also processed for these purposes in individual cases, this is based on the PARTICIPANT's separate consent to the specific use. Mainly the processing of the data for commercial use and in relation to the application for job offers is based on the PARTICIPANT's consent.

Collected personal data will be stored until the end of the statutory storage obligation and then deleted, unless a longer period is required under Article 6 Paragraph 1 Sentence 1 lit. c GDPR due to tax and commercial law storage and documentation obligations (from HGB, StGB or AO). Storage is required or the PARTICIPANT has consented to longer storage in accordance with Article 6 Paragraph 1 Sentence 1 Letter a GDPR.

19.3. Subject to the following information, the data will not be transmitted to third parties for purposes other than those listed. Personal data will be passed on to third parties insofar as this is necessary for the execution of the contract in accordance with Article 6 (1) sentence 1 lit. b GDPR. The data passed on may only be used by third parties for the stated purposes.

Your data may also be communicated to third parties on a case-by-case basis in the following cases:

1. Public administrations when provided for by law
2. Courts and security forces when provided for by law

19.4. According to the GDPR, the PARTICIPANT has the following rights with regard to data processing:

According to Art. 7 Para. 3 GDPR, to revoke the consent given at any time.

As a result, the data processing based on this consent can no longer be continued in the future;

to request information about the processed personal data in accordance with Art. 15 GDPR. In particular, information about the processing purposes, the category of personal data, the categories of recipients to whom the PARTICIPANT data was or will be disclosed, the planned storage period, the existence of a right to correction, deletion, restriction of processing or objection, the existence of a right of appeal, the origin of the data, if not collected by CODE LABS ACADEMY, as well as the existence of automated decision-making including profiling and, if necessary, meaningful information about their details;

In accordance with Art. 16 GDPR, to immediately request the correction of incorrect or incomplete personal data stored by us;

According to Art. 17 GDPR, to demand the deletion of the stored personal data, unless the processing is necessary to exercise the right to freedom of expression and information, to fulfill a legal obligation, for reasons of public interest or to assert, exercise or defend legal claims is;

pursuant to Art. 18 GDPR to request the restriction of the processing of personal data if the accuracy of the data is disputed, the processing is unlawful, but the PARTICIPANT refuses to delete it and the data is no longer required, but the PARTICIPANT needs it to assert it, exercise or defense of legal claims or the PARTICIPANT has objected to the processing pursuant to Art. 21 GDPR;

in accordance with Art. 20 GDPR, to receive the personal data provided by the PARTICIPANT in a structured, common and machine-readable format or to request transmission to another person in charge;

to object to data processing in the following case: If the personal data of the PARTICIPANT are processed on the basis of legitimate interests pursuant to Article 6 Paragraph 1 Clause 1 Letter F GDPR, the PARTICIPANT has the right to object to the to process his personal data if there are reasons for this that result from a special situation of the PARTICIPANT.

For the purpose of exercising the above rights, the PARTICIPANT may, at any time and free of charge, address CODE LABS ACADEMY by writing to the above-mentioned data controller or data protection officer with the reference "Privacy" or by sending an email to hellocodelabsacademy.com - enclosing a copy of his ID.

The PARTICIPANT also has the right

- in accordance with Article 77 GDPR - to lodge a complaint with a supervisory authority. As a rule, the PARTICIPANT can contact the supervisory authority of his usual place of residence or work or the registered office of the person responsible;

19.5. SECURITY MEASURES

CODE LABS ACADEMY always processes the data of the PARTICIPANT in a confidential manner, respecting the obligation of secrecy, always in accordance with the applicable regulations. In this context, the company takes the necessary technical and organizational measures to ensure the security of the data and to prevent their alteration, loss, unauthorized processing or unauthorized access, taking into account the state of the art, the nature of the data stored and the risk to which they are exposed.

19.6. Consent to COMMERCIAL COMMUNICATIONS

If the PARTICIPANT ticks the option below, he consents to the use of the data stated there for the stated purposes:

- Use of the name and e-mail address for sending e-mails with information about products, services, campaigns, offers, events or any other message relevant to the PARTICIPANT from the point of view of CODE LABS ACADEMY

If the PARTICIPANT no longer wishes to receive commercial communications or offers from CODE LABS ACADEMY, they may revoke his or her consent thereto by sending an e-mail to the following address sends to: hello@codelabsacademy.com.

Article 20. NO WARRANTIES

You agree that your participation in the Course and your use of the Website is at your sole and exclusive risk and that any Services provided by Course Provider are on an "As Is" basis. Course Provider hereby expressly disclaims any and all express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. Course Provider makes no warranties that the Course or Website will meet your needs or that the Course or Website will be uninterrupted, error-free, or secure. Course Provider also makes no warranties as to the reliability or accuracy of any information in the Course or on the Website. You agree that any damage that may occur to you, through your computer

system, or as a result of loss of your data from your participation in the Course or your use of the Website is your sole responsibility and that we are not liable for any such damage or loss.

Article 21. GERMAN LAW

This contract is subject to German law.

Article 22. WITHDRAWAL OF PARTICIPANTS WHO HAVE APPLIED FOR A SUBSIDY UNDER

SGB III/AZAV Notwithstanding the cancellation options in Section 8 of this contract, participants in our professional training measures that are recognized by the employment agency under SGB III/AZAV are entitled to withdraw from the contract if the The subsidy requested by the participant for this purpose is not granted by the named agency. The participant is responsible for applying for the grant himself. In this case, no fees will be charged for the withdrawal. The PARTICIPANT must provide written evidence of the refusal of funding. The mere absence from the course will in no case be recognized as a declaration of withdrawal. The right to extraordinary termination if there is an important reason within the meaning of the relevant laws remains unaffected.

CODE LABS ACADEMY must be informed in writing of the above withdrawal at least 3 days before the start of the further training measure without giving reasons. The start date of the training is specified in this document (see 5.). This contract can also be terminated at any time after the start of the course. The termination then takes effect at the end of the week in which it was declared. The PARTICIPANT is obligated to pay us an amount (calculated as a proportion of the cost of full contractual coverage) equal to the time that our services have been used up to the point of notification of your withdrawal from this contract.

The legal regulations for the termination of the individual courses remain unaffected.

Sample withdrawal form (Only fill out and return this form if you wish to withdraw from the contract)

- To CLA Code Labs GmbH, Stresemannstraße 23, 10963 Berlin, Germany.

Telephone number: +44 20 4579 7873. E-Mail: hello@codelabsacademy.com

Article 23. RIGHT OF WITHDRAWAL

You have the right to withdraw from this contract within fourteen days without giving any reason.

The cancellation period is fourteen days from the day the contract was concluded.

To exercise your right of withdrawal, you must inform us (CLA Code Labs GmbH Stresemannstraße 23, 10963 Berlin, Germany . Telephone number: +44 20 4579 7873. Email: hello@codelabsacademy.com) by means of a clear statement (e.g. a letter sent by post, fax or e-mail) of your decision to withdraw from this contract.

You can use the attached sample revocation form for this, but this is not mandatory. To meet the cancellation deadline, it is sufficient for you to send the communication regarding your exercise of the right of cancellation before the cancellation period has expired.

If you revoke this contract, we have paid you all payments that we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a different type of delivery than the cheapest standard delivery offered by us have), immediately and at the latest within fourteen days from the day on which we received the notification of your cancellation of this contract. For this repayment, we use the same means of payment that you used in the original transaction, unless something else was expressly agreed with you; under no circumstances will you be charged fees for this repayment.

If you have requested that the service should begin during the cancellation period, you must pay us a reasonable amount that corresponds to the proportion of the services already provided up to the point in time at which you informed us of the exercise of the right of cancellation with regard to this contract compared to the total scope of the services provided for in the contract.

Article 24. MODIFICATION OF CONTRACT

All amendments to the contract must be made in writing and must have the prior consent of all contracting parties.
All changes not recorded in writing in the contract as well as subsidiary agreements are not part of the contract.

I have read the training contract and I accept all the terms and conditions set forth in this contract. I also understand my rights and obligations under any such contract, and hereby agree to be bound by each of the terms set out above.

In accordance with all the foregoing, the parties will sign this Agreement at the place and date set forth at the beginning of this Agreement


For and on behalf of the COURSE PROVIDER:

Rowan Mulligan, CLA General Manager



2023-11-10

PARTICIPANT: Santiago Jose Oviedo Gonzalez



2023-11-10

Signature Certificate

Reference number: ERQQJ-QUXQ2-ONB4D-SPYRQ

Signer

Timestamp

Signature

Code Labs Academy

Email: hello@codelabsacademy.com

Sent:

10 Nov 2023 10:58:59 UTC

Viewed:

10 Nov 2023 10:59:29 UTC

Signed:

10 Nov 2023 12:07:34 UTC



IP address: 185.194.108.174

Location: San Vicent del Raspeig, Spain

Santiago Jose Oviedo Gonzalez

Email: santiago24612@gmail.com

Sent:

10 Nov 2023 10:58:59 UTC

Viewed:

10 Nov 2023 20:47:41 UTC

Signed:

10 Nov 2023 22:21:58 UTC



Recipient Verification:

✓ Email verified

10 Nov 2023 20:47:41 UTC

IP address: 84.255.51.228

Location: Balzan, Malta

Document completed by all parties on:

10 Nov 2023 22:21:58 UTC

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Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.





Privacy Agreement

between

Oviedo Gonzalez Santiago Jose

and

CLA Code Labs GmbH
Stresemannstraße 23
10963 Berlin

Consent according to GDPR Art. 6,7 and 8 and recitals 32,42 and 43

The participant hereby agrees that CLA Code Labs GmbH may process the personal data (first and last names, addresses, mobile phone numbers, telephone numbers, fax numbers, e-mail addresses of all contact persons, such as the responsible mediators of the Federal Employment Agency, Job Centre, Federal Office for Migration and Refugees, Basic Security, as well as bank and billing data) for the following purposes. The collection, storage, transmission and use of this data are permitted for the stated purposes and approved by the participant/employee until revoked. The personal data will be deleted by Code Labs Academy after the legally prescribed storage periods.

The purposes are: Consultations, offers, enquiries about the participant, bootcamp operation, participant administration, accounting (invoices, payment processing, etc.). The lawfulness of the data processing is based on the request of the participant and employee and is necessary according to Art. 6 GDPR para. (1) S.1 of the GDPR for the stated purposes for the mutual fulfillment of obligations arising from the apprenticeship relationship. Failure to provide this data will result in the contract not being concluded. The personal data collected for the processing and implementation of the apprenticeship relationship will be stored until the expiry of the statutory retention obligation and then deleted, unless Code Labs Academy is obliged to store the data for a longer period in accordance with Article 6 para. (1) p.1 of the GDPR due to tax and commercial law retention and documentation obligations (from HGB, StGB or AO) or the participant and employee has consented to storage beyond this in accordance with Article 6 para. (1) p.1 of the GDPR.

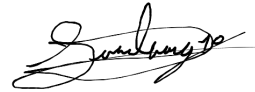
Transfer of data to third parties: Personal data will not be transferred to third parties for purposes other than those listed. As far as this is necessary in accordance with Art. 6 (1) p. 1 GDPR for the processing of the apprenticeship relationship, the personal data will be passed on to the Job Centre, Employment Agency, Federal Office for Migration and Refugees, Dekra accounting and guarantee of IT operations. The data passed on may only be used by the third parties for the purposes stated.

Rights of the data subject: Information, correction, deletion and blocking.

Right of objection: The participant may at any time request information, correction, deletion or blocking of his or her data. Furthermore, he/she has the possibility to revoke the consent at any time without giving reasons.

Malta

2023-11-10



Place, date

Signature Participant

Signature Certificate

Reference number: ERQQJ-QUXQ2-ONB4D-SPYRQ

Signer

Timestamp

Signature

Santiago Jose Oviedo Gonzalez

Email: santiago24612@gmail.com

Sent:

10 Nov 2023 10:58:59 UTC

Viewed:

10 Nov 2023 20:47:41 UTC

Signed:

10 Nov 2023 22:21:58 UTC



Recipient Verification:

✓ Email verified

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Location: Balzan, Malta

Document completed by all parties on:

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Bootcamp Participant Code of Conduct

Name and Surname: Santiago Jose Oviedo Gonzalez

Date of Birth: 1994-03-24

Date: 2023-11-10

Course: Web Development

Instructions: Please carefully read the following expectations, and sign in full on the last page to confirm you've read and understood the document.

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Section 1: Onboarding Expectations

1.1 Completion of Assigned Pre-Work and Syllabus Review

Before the first day of class, it is expected that all participants attending the bootcamp will complete the assigned pre-work and pass a live comprehension exam administered by the bootcamp instructor. This is done to ensure all participants have reached a minimum level of comprehension before beginning the course to allow for a unified pace of learning.

After passing the exam, the rest of the course material will be unlocked on the platform. The pre-work may include reading materials, online tutorials, or other preparatory tasks.

Additionally, participants are asked to thoroughly review the course syllabus to understand the course structure, objectives, and expectations.

Section 2: Bootcamp Participant Conduct Expectations

2.1 Good Communication

Participants are expected to maintain clear and respectful communication with their instructors, fellow participants, and bootcamp administration. This includes actively participating in class discussions, asking questions when clarification is needed, and providing constructive feedback (e.g., responding to post-class surveys) to peers and instructors. With respect to bootcamp administration, this includes responding to emails in a timely manner, providing feedback if something could be improved upon in the “classroom” that the leadership team should know about, and disclosing any foreseen absences in a timely manner.

2.2 Absences and Make-Up Work

In the event of an absence, participants must promptly communicate the reason to the bootcamp administration via email to hello@codelabsacademy.com, and CC



their instructor in the message.

Participants are responsible for making up any missed work, assignments, or lectures by watching class recordings, and reaching out to the instructor for any necessary materials or information.

2.3 Timely Submission of Assignments

All assignments and projects must be submitted by their designated due dates. Late submissions may result in a penalty unless an extension is granted by the instructor or bootcamp administration.

Participants are encouraged to plan their schedules and allocate sufficient time for completing assignments to ensure timely submission. Code Labs Academy suggests at least 10 self-study hours for full-time bootcamps and 5 self-study hours for part-time bootcamps.

2.4 Performance Requirements

In order to be granted a Certificate of Completion upon graduation, participants must meet CLA's minimum performance requirements of completing and passing all bootcamp assignments and complete the graduate feedback form provided by their teacher. These requirements are also outlined in the Bootcamp Participant Agreement Contract.

2.4 Live Online Sessions Etiquette

To ensure that each participant gets the most out of the Bootcamp experience, we suggest that everyone follows these basic steps when attending a live session of any sort:

- Show up on time. Aim to join each session at least 5 minutes before it starts to avoid disruption.
- Mute your microphone.
- Control background noise to the best of your ability.
- Position the camera well.

- Be an active listener.
 - No distractions. (Many computers come with a 'Do Not Disturb' setting or another way to silence notifications, and these can be very helpful.)
 - No multitasking.
 - Prepare materials in advance.
 - Dress the part!
-
- Don't eat a full meal during class time, snacks and drinks are okay but make sure your microphone is muted to not disturb the class.

2.5 Dishonest Practices

At our bootcamp, we uphold the highest standards of academic integrity and ethical conduct. We have a zero-tolerance policy towards any form of fraud or plagiarism. All participants are expected to adhere to the following principles:

1. **Originality:** All work submitted by participants must be their own original creations, and they must not present someone else's work, ideas, or concepts as their own.
2. **Proper Attribution:** Any sources, references, or external material used in assignments, projects, or discussions must be properly cited and credited according to the bootcamp's guidelines.
3. **Academic Honesty:** participants should not engage in any practices that compromise the fairness and authenticity of their work or assessments.
4. **Prohibition of Plagiarism:** Plagiarism, including copying, paraphrasing, or presenting someone else's work without proper attribution, is strictly prohibited. This includes content from websites, books, articles, fellow participants, or any other sources.
5. **Collaboration Guidelines:** Collaborative work is encouraged but must be clearly acknowledged. Participants should not claim credit for work done by others without appropriate attribution.
6. **Unauthorised Sharing:** participants should not share their own work or solutions with others who are currently taking the same course or assignment. This includes sharing solutions, code, or answers on public platforms or with other participants during active assessment periods.

2.6 Terms of Use of CLA's Website and Platform

To access the e-learning platform, you need to create an account. Keep your login and password safe and don't share them. Let us know if someone else uses your account. Once you register, you have the right to access and use the site for personal and private use.

When using CLA's website or platforms, participants must provide accurate information, use the site responsibly, and respect the rights of others. Participants should not misuse the site or try to access it unlawfully.

See [CLA's Terms of Use](#) for more detailed information.

2.7 Online Communication Guidelines

Communication channels are meant to foster a positive and collaborative learning environment, we suggest everyone follow these guidelines when communicating on any of CLA's channels:

- Be respectful and courteous in all interactions.
- Use appropriate language and avoid offensive or harmful content.
- Stay on topic and relevant to the discussion.
- Avoid spamming or sending excessive messages.
- Do not share personal or sensitive information about yourself or others.
- Be open to constructive criticism and feedback from peers and instructors.
- Ask questions when in doubt and seek help when needed.
- Use proper grammar and punctuation to ensure clear communication.
- Avoid using all caps, as it may be perceived as shouting.
- Refrain from promoting or advertising unrelated products or services.
- Be mindful of time zones and be considerate of others' availability.
- Use emojis and gifs appropriately and in moderation.
- Keep communication professional, even in casual channels.
- Respect the privacy of other participants and instructors.
- Report any inappropriate behaviour or content to the bootcamp administrators.

2.8 Prohibited Behaviours on Social Media Platforms

At our bootcamp, we value open and constructive communication. However, we expect all participants to maintain a positive and respectful online presence, especially when it comes to discussing our bootcamp, fellow participants, and instructors on social media platforms. To foster a supportive and encouraging learning environment, the following behaviours are strictly prohibited:

1. **False Information:** Spreading false or misleading information about the bootcamp, its offerings, or individuals associated with it is strictly prohibited. Ensure that any statements you make are accurate and fair.
2. **Name-Calling or Personal Attacks:** Engaging in name-calling, personal attacks, or public shaming of fellow participants, instructors, or bootcamp staff is not acceptable. Treat others with respect and address any concerns privately and professionally.
3. **Breach of Privacy:** Avoid disclosing personal and sensitive information about fellow participants, instructors, or any other individuals associated with the bootcamp on social media without their consent.
4. **Defamatory Content:** Refrain from posting defamatory content, false allegations, or harmful rumours that could damage the reputation of the bootcamp, its staff, or participants.
5. **Violation of Confidentiality:** Do not share proprietary or confidential information related to the bootcamp, its projects, or curriculum on social media platforms.
6. **Unauthorised Use of Bootcamp Materials:** Do not post copyrighted bootcamp materials, lectures, or content on social media without proper authorization from the bootcamp administrators.

If you have any urgent problems or general negative feedback, please get in touch with hello@codelabsacademy.com to resolve this with us personally and as quickly as possible before writing disparaging reviews online. CLA aims to be as accountable as possible and reach resolutions that ameliorate any issues our participants may experience.

Section 3: Post-Graduation Expectations

3.1 Building a Portfolio



Upon graduation, participants are expected to dedicate time and effort to build a portfolio that showcases their skills, projects, and achievements during the bootcamp. A well-curated portfolio will help demonstrate their abilities to potential employers and increase their chances of securing job opportunities.

3.2 Regular Updates on Job Search Efforts

After graduating from the bootcamp, participants are expected to provide regular updates on their job search efforts to the bootcamp administration. Updates should be submitted at least every three months, outlining the progress made, job applications submitted, interviews attended, and any internships or job offers received. This information allows the bootcamp to offer continued support and guidance throughout the job-seeking process.

3.3 Request for a Testimonial

Graduates who've had a positive learning experience with CLA are highly encouraged to write strong testimonials when requested by the administration.

Note: This participant Code of Conduct serves as a guide for all participants attending the bootcamp and ensures a positive and productive learning environment. Violations of this code may result in disciplinary actions that are outlined in the Participant Agreement Contract. Code Labs Academy reserves the right to modify this code as necessary to maintain a high standard of education and participant success.

I have read and understood the expectations for my bootcamp participation.

Malta

2023-11-10



Place, date

Signature Participant

Signature Certificate

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Consent Recording Online Meetings

I, Santiago Jose Oviedo Gonzalez consent that online sessions for the purpose of

- live teaching sessions
- counseling
- aptitude assessing incl. learning objectives
- determination of learning progress
- dialogue with the lectures
- presentation and development of individual learning/support
- final discussion

may be recorded in sound and vision for documentation purposes.

Platform used: **Google Meet**

The recordings will only be kept for necessary documentation purposes for Code Labs Academy and, if applicable, the funding body (Jobcenter, Arbeitsagentur für Arbeit) and will be deleted with the participant documents in accordance with the deletion periods. This consent is voluntary and can be revoked at any time for future recordings.

Malta

2023-11-10

Place, date



Signature Participant

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