

TERMS OF SERVICE

“FREE TO DREAM GRANTS & FUNDING”

(standard contract terms within the meaning of Article 384 of the Civil Code)

Version 1.1, effective from 24 September 2026

This English translation of the Polish document is provided for information purposes only. In the event of any discrepancy, the Polish version shall prevail.

These Terms have been established by:

1. **ERWU Rafał Warchoł**, tax identification number (NIP): 6020132050, REGON: 181050285, registered office: ul. Borowa 17, 37-400 Nisko, hereinafter referred to as the “**Operator**”,
2. **Free to Dream Foundation** (Fundacja Free to Dream), NIP: 6020137099, REGON: 381218063, National Court Register (KRS): 0000744862, registered office: ul. Borowa 17, 37-400 Nisko, represented by Rafał Kaszubski – President of the Management Board, hereinafter referred to as the “**Foundation**”,

hereinafter jointly referred to as “**FREE TO DREAM**”.

These Terms set out the rules for the use of the “**Free to Dream Grants & Funding**” service by entities conducting sports activities or other social activities (hereinafter: the “**Client**”), irrespective of whether the Client is also a member of the Free to Dream Academy Network, which operates under the separate Free to Dream Academy Network Terms.

Note: the “Free to Dream Grants & Funding” service is a product separate from membership of the Free to Dream Academy Network – the Client does not need to join the Network in order to use it, and Organisations belonging to the Network receive an equivalent scope of grant support included in the membership fee under the Network Terms.

§ 1. DEFINITIONS

1. **Terms** – this document together with its annexes, constituting standard contract terms within the meaning of Article 384 of the Civil Code.
2. **Client** – an entity which has commenced use of the “Free to Dream Grants & Funding” service under these Terms.
3. **Order Form** – an electronic form made available by the Operator, by means of which the Client provides its identification details and selects the payment option.
4. **Parties** – the Operator, the Foundation and the Client.

5. **Commission** – a separate order placed by the Client for the preparation of a funding application for a grant or competition project indicated by FREE TO DREAM.
6. **Option A / Option B** – the options for performing a Commission referred to in § 5.
7. **Agreement** – the agreement concluded on the terms of these Terms in accordance with § 2(3).
8. **Service** – the services referred to in § 3.

§ 2. CONCLUSION OF THE AGREEMENT

1. The condition for commencing use of the service under these Terms is that all of the following conditions are met:
 - a. the Client completes the Order Form,
 - b. the Client reads these Terms, available at <https://freetodream.eu/regulamin-granty> (English version: <https://freetodream.eu/en/grants-terms>), and accepts them by ticking the relevant box (checkbox) before making payment,
 - c. the Client makes the first payment in accordance with the selected payment option referred to in § 6.
2. The Terms are made available to the Client before payment is made in a manner that enables the Client to read their content and to store and print it.
3. The Agreement between FREE TO DREAM and the Client, on the terms set out in these Terms, shall be deemed concluded at the moment the first payment is credited.
4. The person registering on behalf of the Client represents that they are authorised to represent the Client and to assume on its behalf the obligations arising from these Terms.
5. The Operator retains proof of the Client's acceptance of the Terms, including the date and time of acceptance, the version of the Terms, the Client's details and the IP address, for evidential purposes.
6. The Agreement is tripartite. The Foundation is responsible for the educational materials referred to in § 3(1)(b). The Operator is responsible for the other services, including the performance of Commissions. The Operator and the Foundation are not jointly and severally liable to the Client.
7. If the Client is a natural person conducting business activity and the Agreement is not of a professional nature for that person within the meaning of Article 385⁵ of the Civil Code, the Client shall have the right to withdraw from the Agreement within 14 days of its conclusion, without giving any reason, on the terms of Article 7aa of the Consumer Rights Act.

8. To meet the deadline, it is sufficient to send the declaration before it expires, in particular to info@freetodream.eu.
9. The right of withdrawal does not apply to a Commission fully performed with the express consent of the Client, who was informed before the performance began that it would lose the right of withdrawal once the Commission has been performed.
10. The Operator will refund payments without delay, and no later than 14 days after receiving the declaration of withdrawal, using the same means of payment as used by the Client.

§ 3. SCOPE OF THE SERVICE

1. In return for the fee referred to in § 6, the Client receives:
 - a. up-to-date information on grants and funding available to sports and social organisations,
 - b. educational materials supporting independent applications for funding, prepared by the Foundation as part of its non-remunerated statutory activities,
 - c. the option of placing a Commission for the preparation of a funding application on the terms of § 5,
 - d. access for one representative of the Client to the Free to Dream Academy Network Discord server, limited to the publicly available channels and the #granty-dotacje channel; the remaining channels are reserved for members of the Network.
2. The materials referred to in paragraph 1(b) are provided to the Client by the Foundation free of charge, as part of its statutory activities; to that extent, the fee referred to in § 6 constitutes remuneration solely of the Operator for the provision of technology and operation of the platform, as further described in § 6(3).

§ 4. FUNDING APPLICATION PREPARATION SERVICE

1. The service covers only competition or grant projects which the Operator expressly indicates to the Client as available for commissioning at a given time. The Operator is not obliged to accept a Commission for a project outside that list.
2. The remuneration for the service referred to in this § 4 takes the form of a success fee and amounts to 12.5% of the funding amount specified in the funding agreement concluded by the Client with the grantor, excluding the Client's own contribution, irrespective of the option for performing the Commission referred to in § 5 selected by the Client. The remuneration amount includes value added tax at the applicable rate.
3. The remuneration referred to in paragraph 2 becomes due within 14 days of the date on which the Client concludes the funding agreement with the grantor. If the funding

agreement is not concluded for reasons beyond the Client's control, in particular as a result of the allocation being exhausted, the funding call being cancelled or a negative verification carried out after publication of the ranking list, no remuneration is payable.

4. If the funding agreement is not concluded as a result of the Client's withdrawal, the remuneration is payable in full.
5. The remuneration referred to in this § 4 is independent of the subscription fee referred to in § 6 and is invoiced separately by the Operator.

§ 5. OPTIONS FOR PERFORMING A COMMISSION

1. When placing each Commission, the Client indicates one of the following options for its performance:
 - a. Option A (preparation of the application content) – FREE TO DREAM prepares only the substantive content of the funding application. Submission of the application in the system/generator appropriate for the given competition or grant programme, together with the complete set of attachments indicated by FREE TO DREAM, remains the responsibility of the Client.
 - b. Option B (full handling of the process) – FREE TO DREAM prepares the application and submits it on behalf of the Client in the system/generator appropriate for the given competition or grant programme, together with the complete set of required attachments.
2. Selection of Option B requires the granting of a special power of attorney to the entity indicated in the Commission, that is, the Foundation or the Operator. That entity is indicated to the Client before the Commission is placed and is identified in the power of attorney. The power of attorney is granted in the form required by the rules of the given funding call, in particular in written form or in electronic form with a trusted signature (podpis zaufany) or a qualified electronic signature; the template is provided by the Operator. The stamp duty on the power of attorney (PLN 17) is borne by the Client.
3. The power of attorney referred to in paragraph 2 covers only acts connected with the submission of the application under the given Commission and does not authorise representation of the Client in any other respect.
4. Where Option A is selected, the Client alone is responsible for the correct and timely submission of the application and the completeness of the attached documentation; FREE TO DREAM is responsible only for the application content it has prepared.
5. The Operator's liability for non-performance or improper performance of a Commission is limited to the amount of the remuneration received from the Client in respect of the given Commission and, if the remuneration has not become due, to the

amount of the subscription fees paid by the Client in the 12 months preceding the event. The Operator is not liable for lost profits, including failure to obtain funding. The limitation does not apply to damage caused intentionally.

6. The Operator does not guarantee that funding will be obtained. The assessment of the application rests solely with the grantor.
7. A Commission is placed in documentary form. A Commission is accepted at the moment the Operator confirms it in documentary form; until such confirmation the Operator is not obliged to perform it. In the confirmation the Operator specifies the option of performance (preparation of the application content or full handling of the process), the scope of the required documents and information and the deadline for their delivery. The Client's delay in delivering documents releases the Operator from liability for failure to submit the application within the funding call deadline. If the Client has the right of withdrawal referred to in § 2(7), the Commission contains the Client's express consent to the commencement of performance before the withdrawal period expires and its acknowledgement that it will lose the right of withdrawal once the Commission has been fully performed.

§ 6. FEES AND PAYMENTS

1. In return for use of the "Free to Dream Grants & Funding" service, the Client undertakes to pay a subscription fee to the Operator.
2. The Client selects one of two payment options in the Order Form:
 - a. Monthly payment (subscription model) – in the amount of PLN 100.00 gross. The fee is charged automatically in advance, on the first day of each monthly billing period. The Client undertakes to link and maintain an active payment card in the payment operator's system made available by the Operator.
 - b. Annual payment (one-off) – in the promotional amount of PLN 1,000.00 gross, paid in advance for the entire 12-month period.
3. The subscription fee constitutes remuneration solely for the Operator for the provision of technology, system integration and operation of the service platform. The educational materials provided by the Foundation referred to in § 3(1)(b) constitute the Foundation's non-remunerated statutory activities.
4. The Operator will issue to the Client an appropriate accounting document (invoice) each time a payment is credited, in accordance with the applicable laws.
5. If it is not possible to charge the Client's payment card for a period longer than 14 days from the start of the billing cycle, the Operator has the right to terminate the Agreement with immediate effect.
6. The amounts specified in paragraph 2 are gross amounts and include value added tax at the rate applicable on the date on which the Terms enter into force. In the event of

a change in the value added tax rate, the gross amounts change in a manner that preserves the existing net amount, of which the Operator informs the Client 30 days before the change. Such a change does not constitute an amendment to the Terms within the meaning of § 10.

7. The Operator may change the amount of the subscription fee by notifying the Client in documentary form:
 - a. under the monthly option – no later than 30 days before the beginning of the billing period from which the new fee applies;
 - b. under the annual option – no later than 60 days before the end of the current 12-month period, with effect from the next period.

A Client who does not accept the new amount of the fee may terminate the Agreement in accordance with § 9(2) or (3) before the date from which the new fee applies. In that case the existing fee applies until the end of the Agreement. Failure to terminate means acceptance of the new amount of the fee. A change made in this manner does not constitute an amendment to the Terms within the meaning of § 10.

§ 7. OBLIGATIONS OF THE CLIENT

1. The Client undertakes to:
 - a. pay the fees referred to in § 6 on time,
 - b. provide FREE TO DREAM with true, accurate and complete information necessary to prepare the application under a Commission,
 - c. deliver on time the documents and attachments indicated by FREE TO DREAM as necessary for submitting the application and, where Option A is selected, also to submit the application on time in the relevant system/generator.
2. The Client undertakes to keep confidential information concerning the business model and terms of cooperation of FREE TO DREAM obtained in connection with the performance of these Terms, for the period of use of the service and for a period of 2 years after its end.

§ 8. PERSONAL DATA PROTECTION

1. The Operator and the Foundation process the personal data of persons representing the Client for the purpose of concluding and performing the agreement under these Terms and performing Commissions, on the basis of Article 6(1)(f) GDPR, that is, the legitimate interest of the controllers consisting in the conclusion and performance of the Agreement with the Client and in contact with the persons representing it, and, where the Client is a natural person conducting business activity, on the basis of Article 6(1)(b) GDPR.

2. The detailed rules for the processing of personal data are set out in the Privacy Policy available at <https://freetodream.eu/polityka-prywatnosci/> (English version: <https://freetodream.eu/en/privacy-policy>).
3. The Operator and the Foundation are joint controllers of personal data within the meaning of Article 26 GDPR. The essence of the arrangement between the joint controllers, including the allocation of responsibilities for the exercise of the rights of data subjects and the contact point, is made available in the Privacy Policy. Irrespective of the allocation of responsibilities, a data subject may exercise their rights against each of the joint controllers.
4. With regard to the personal data of third parties contained in documents provided by the Client for the purpose of performing a Commission (in particular data of staff, participants and partners of the project), the Client is the controller, and the Operator processes such data on its behalf on the basis of Article 28 GDPR, solely for the purpose of preparing and submitting the application, for the duration of the Commission and the period necessary to demonstrate its performance, applying the technical and organisational measures described in the Privacy Policy. The Operator does not use any sub-processors other than the infrastructure providers indicated in the Privacy Policy. Upon completion of the Commission, the Operator deletes or returns the data, at the Client's choice, unless the law requires their retention.

§ 9. DURATION AND TERMINATION

1. The Agreement is concluded for an indefinite period.
2. Under the monthly payment option, each of the Parties may terminate the Agreement in documentary form with effect at the end of the current monthly billing period.
3. Under the annual payment option, the Agreement remains in force for the paid 12-month period and is extended for further annual periods unless either Party gives notice of termination in documentary form no later than 30 days before the end of the current period. Notice of termination given by the Client during a paid period takes effect at the end of that period, and the fee paid is not refundable; notice of termination given by the Operator during a paid period entitles the Client to a refund of the proportionate part.
4. Termination or expiry of the Agreement does not affect the validity of Commissions accepted before that date, including the obligation to pay the remuneration referred to in § 4.
5. Declarations made by the Operator take effect in respect of the entire Agreement, including the Foundation's services; the Foundation authorises the Operator to make and receive such declarations on its behalf.

§ 10. AMENDMENTS TO THE TERMS

1. FREE TO DREAM may amend the Terms only for valid reasons, which are:
 - a. a change in generally applicable laws affecting the content of the Terms;
 - b. the issuing of a court judgment or an administrative decision concerning the provisions of the Terms;
 - c. a change in the scope or manner of providing the rights referred to in § 3 resulting from a change in the functionality of the tools used by FREE TO DREAM;
 - d. an extension of the catalogue of rights to include new services;
 - e. a change in the identification details of the Operator or the Foundation, including a change of name.
2. FREE TO DREAM will inform the Client of a planned amendment to the Terms at least 30 days before it enters into force, by electronic means, indicating the date on which the amendment enters into force and providing the text of the amended Terms.
3. If the Client does not accept an amendment to the Terms, it may terminate the Agreement with effect on the day preceding the day on which the amendment enters into force by submitting a declaration in documentary form. Notice of termination given under this paragraph takes effect on the day preceding the entry into force of the amendment and, under the annual payment option, the Client is entitled to a refund of the fee in proportion to the unused period.
4. FREE TO DREAM maintains and makes publicly available an archive of previous versions of the Terms together with the dates on which they were in force.
5. A change in the amount of the fees referred to in § 6 does not constitute an amendment to the Terms within the meaning of this § 10 and is made solely in accordance with § 6(6) or (7).

§ 11. TECHNICAL REQUIREMENTS AND COMPLAINTS

1. The following are necessary to use the Service: a device with Internet access, an up-to-date web browser supporting JavaScript and cookies, an active e-mail address, a valid payment card allowing recurring charges under the monthly payment option and, as regards access to the communication platform, an account on the Discord service.
2. The Client and the persons designated by it are obliged not to provide unlawful content, in particular content infringing the rights of third parties, personal rights or the principles of social coexistence.
3. The Client submits complaints concerning the Service to the e-mail address info@freetodream.eu. A complaint should contain the identification of the Client, a description of the objections and the expected manner of resolving the matter.

4. FREE TO DREAM considers a complaint within 14 days of the date of its receipt and informs the Client of the manner in which it has been resolved at the e-mail address from which the complaint was submitted. Where it is necessary to obtain additional information, the time limit runs from the date of its receipt, of which FREE TO DREAM informs the Client before the original time limit expires.

§ 12. FINAL PROVISIONS

1. The Client's address for the service of declarations and notices is the e-mail address provided in the Order Form. The Client updates the address in documentary form; until the update, service to the previous address is effective.
2. The Operator may transfer the rights and obligations under the Agreement to a legal successor or to an entity in which the Operator or its owner directly or indirectly holds a majority of shares, upon notifying the Client 30 days in advance. The transfer does not worsen the Client's position.
3. In matters not regulated by these Terms, the provisions of the Civil Code and other relevant statutes apply.
4. The Parties will seek to resolve any disputes arising from these Terms amicably. If this is not possible, disputes will be resolved by the court having local jurisdiction over the Operator's registered office.
5. The Terms and subsequent versions thereof are published in electronic form at <https://freetodream.eu/regulamin-granty> (English version: <https://freetodream.eu/en/grants-terms>).