

MEMBERSHIP TERMS OF THE FREE TO DREAM ACADEMY NETWORK

(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 Warchoń**, 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 on which organisations conducting sports activities (hereinafter: the **“Organisation”**) join and operate within the Free to Dream Academy Network (hereinafter: the **“Network”**), run by the Operator and the Foundation on the terms set out in these Terms.

PREAMBLE

Having regard to their common goal of building a modern, transparent and professional sports environment, the Operator and the Foundation establish these Terms within the integrated Free to Dream Ecosystem, which constitutes their joint undertaking. In pursuing its mission, FREE TO DREAM seeks to raise the competences of the management staff and coordinators of sports academies, to support them in securing external funding and to build a nationwide network for the exchange of knowledge and good practice between organisations working for the benefit of children’s and youth sport.

These Terms constitute standard contract terms within the meaning of Article 384 of the Civil Code and set out the rules on which an Organisation joins the certified Free to Dream Academy Network, thereby gaining access in particular to:

- systematic education of management staff and coordinators in the form of competence training sessions and workshops and closed Mastermind sessions (provided by the Foundation),
- a closed communication platform and the community of FREE TO DREAM specialists

(Discord server),

– support in securing external funding, including the option of commissioning the preparation of a funding application (handled by the Operator).

§ 1. DEFINITIONS

1. **Terms** – this document together with its annexes, constituting standard contract terms within the meaning of Article 384 of the Civil Code, setting out the rules on which Organisations join and operate within the Network.
2. **Network** – the Free to Dream Academy Network.
3. **Organisation** – an entity conducting sports activities (a club, association, foundation, company or other entity) which has joined the Network on the terms of these Terms.
4. **Order Form** – the electronic form made available by the Operator by means of which the Organisation provides its identification details and selects the payment option.
5. **Certificate** – the digital attestation of the Organisation's membership of the Network referred to in § 4.
6. **Parties** – the Operator, the Foundation and the Organisation.
7. **Agreement** – the agreement concluded on the terms of these Terms in accordance with § 2(3).
8. **Ecosystem** – all undertakings run jointly by the Operator and the Foundation under the Free to Dream brand.
9. **Services** – the services provided by the Operator and the Foundation referred to in § 3 to § 6; **Commission** – an order for the preparation of a funding application referred to in § 6.

§ 2. CONCLUSION OF THE AGREEMENT

1. The condition for joining the Network on the terms of these Terms is the cumulative fulfilment of the following conditions:
 - a. completion of the Order Form by the Organisation,
 - b. the Organisation reading the Terms, available at <https://freetodream.eu/regulamin-siec-akademii/> (English version: <https://freetodream.eu/en/network-terms>), and accepting them by ticking the relevant box (checkbox) before making payment,
 - c. the Organisation making the first payment in accordance with the selected payment option referred to in § 7.
2. The Terms are made available to the Organisation before payment is made in a manner that enables their content to be read, recorded and printed.

3. The Agreement between FREE TO DREAM and the Organisation, on the terms set out in these Terms, shall be deemed concluded upon the first payment being credited (in the annual option) or upon the payment card being successfully charged with the first fee (in the monthly option).
4. The person registering on behalf of the Organisation represents that they are authorised to represent the Organisation and to assume on its behalf the obligations arising from these Terms.
5. The Operator retains evidence of the Organisation's acceptance of the Terms, including the date and time of acceptance, the version of the Terms, the Organisation's details and its IP address, for evidential purposes.
6. If the Organisation 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 Organisation 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.
7. To meet the deadline, it is sufficient to send the declaration before it expires, in particular to info@freetodream.eu.
8. The right of withdrawal does not apply to a Commission fully performed with the express consent of the Organisation, which was informed before the performance began that it would lose the right of withdrawal once the Commission has been performed.
9. The Operator refunds 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 Organisation.

§ 3. SUBJECT MATTER OF THE TERMS

1. The subject matter of these Terms is to set out the rules of cooperation between the Operator, the Foundation and the Organisation within the Network.
2. The Organisation is an entity conducting sports activities which, by joining the Network, seeks to professionalise its structures, raise the competences of its management staff and coordinators, increase its capacity to secure funding and join the nationwide network of FREE TO DREAM partner organisations.
3. The cooperation comprises in particular:
 - a. granting the Organisation the right to use the FREE TO DREAM Certificate, confirming high standards of care for sporting and business development (for which the Foundation is responsible),
 - b. participation of the Organisation's representatives in competence training sessions and workshops and in closed group sessions (Mastermind) organised by

the Foundation,

- c. access to the closed communication platform and the community of FREE TO DREAM specialists,
 - d. priority participation in projects and programmes carried out by the Foundation,
 - e. support in securing external funding, including the option of commissioning the Operator to prepare a funding application on the terms of § 6.
4. The Agreement concluded on the basis of these Terms is tripartite. The Operator and the Foundation are liable to the Organisation solely for the services assigned to each of them in these Terms, whereby:
- a. the Foundation is responsible for the Certificate and the services referred to in § 4 and § 5(1)(a), (b) and (d);
 - b. the Operator is responsible for the services referred to in § 5(1)(c) and (e) and in § 6, as well as for the technical operation of the platform and of the registration and payment processes.
5. The Operator and the Foundation shall not be jointly and severally liable to the Organisation.

§ 4. FREE TO DREAM CERTIFICATE

1. The Foundation grants the Organisation the Certificate in digital form. The Certificate entitles the Organisation to use the FREE TO DREAM mark to the extent set out in paragraph 3, on the basis of an authorisation granted to the Foundation by the Operator, who holds the rights to the mark.
2. The Organisation undertakes to use the FREE TO DREAM mark solely in the original, unaltered form supplied by the Foundation.
3. The Organisation may use the certificate and the FREE TO DREAM mark in the following ways:
 - a. placing them on the Organisation's website,
 - b. publishing them on the Organisation's social media,
 - c. using them in promotional and marketing materials,
 - d. informing the Organisation's stakeholders of its membership of the Network.
4. The Foundation supplies the Organisation with promotional materials containing the FREE TO DREAM marks.
5. The Organisation may create its own graphic materials using the FREE TO DREAM marks, provided that it does not interfere with the marks themselves and uses them in their original form.

6. The Certificate and the right to use the FREE TO DREAM mark expire upon termination or expiry of the agreement.

§ 5. RIGHTS OF THE ORGANISATION

1. By virtue of its membership of the Network, the Organisation acquires the right to support in developing management competences, securing funding and building a network of contacts, comprising in particular:
 - a. access for representatives of the Organisation's management staff and coordinators to closed competence training sessions and workshops organised by the Foundation. The schedule, topics and number of training sessions and workshops are decided solely by the Foundation, which publishes the schedule for the following quarter no later than in the last week of the preceding quarter,
 - b. the right of one representative of the Organisation (e.g. the president, founder or a designated coordinator) to participate in closed Mastermind groups and sessions,
 - c. access for designated representatives of the Organisation to the closed communication platform (Discord server), serving the exchange of knowledge, experience and good practice between partner organisations and contact with the community of specialists cooperating with FREE TO DREAM,
 - d. priority participation in projects and grant programmes initiated by the Foundation,
 - e. support in securing grant and subsidy funding, comprising up-to-date information on available grants and subsidies and materials supporting independent applications for funding, as well as the option of commissioning the Operator to prepare a funding application for a fee on the terms of § 6.
2. The Organisation is informed on an ongoing basis of the full and current thematic scope of the training sessions, workshops and materials via the Discord server and the newsletter.
3. Participation in training sessions and workshops is voluntary.
4. Any arrangements between the Organisation's representatives and specialists from the FREE TO DREAM community concerning individual cooperation outside the Ecosystem fall outside the scope of these Terms. The Foundation and the Operator are not parties to such arrangements and bear no liability for their course or consequences.

§ 6. GRANT APPLICATION WRITING SERVICE FOR NETWORK MEMBERS

1. The Organisation may commission the Operator, for a fee, to prepare a funding application (grant, subsidy).

2. The service covers only competition or grant projects which the Operator expressly indicates as available for commissioning at a given time. The Operator is not obliged to accept a commission to write an application for a project outside that list.
3. Where the rules of a given funding call so provide, FREE TO DREAM may propose that the Organisation participate in a project in the form of a joint offer within the meaning of Article 14(2) of the Act on Public Benefit Activity and Volunteer Work or in the form of a partnership project. In such a case, the Organisation acts independently towards the grantor as a co-applicant or partner, and the detailed division of tasks and responsibilities is set out in a separate agreement concluded between the Organisation, the Foundation and the other project participants.
4. The remuneration for the service referred to in paragraph 1 is a success fee and amounts to 10% of the funding amount specified in the funding agreement concluded by the Organisation with the grantor, excluding the Organisation's own contribution. This amount is a gross amount which includes value added tax at the applicable rate.
5. The remuneration referred to in paragraph 4 becomes due within 14 days of the date on which the Organisation concludes the funding agreement with the grantor. If the funding agreement is not concluded for reasons beyond the Organisation's control, in particular as a result of the allocation being exhausted, the funding call being cancelled or a negative verification carried out after the ranking list has been announced, no remuneration shall be payable.
6. If the funding agreement is not concluded as a result of the Organisation's withdrawal, the remuneration shall be payable in full.
7. The remuneration referred to in this § 6 is independent of the membership fee referred to in § 7 and is invoiced separately by the Operator.
8. The Operator's liability for non-performance or improper performance of a Commission is limited to the amount of the remuneration received from the Organisation for the given Commission and, if the remuneration has not become due, to the amount of the fees referred to in § 7 paid by the Organisation 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.
9. The Operator does not guarantee that funding will be obtained. The assessment of the application rests solely with the grantor.
10. A Commission is placed in documentary form. A Commission is accepted upon confirmation by the Operator in documentary form; until such confirmation the Operator is not obliged to perform it. In the confirmation the Operator specifies the performance option (preparation of the application content or full handling of the process, applied mutatis mutandis in accordance with § 5 of the Terms of Service "Free to Dream Grants & Funding", English version: <https://freetodream.eu/en/grants-terms>), the scope of the required documents and

information and the deadline for their delivery. A delay by the Organisation in delivering documents releases the Operator from liability for failure to submit the application within the deadline of the funding call. If the Organisation has the right of withdrawal referred to in § 2(6), the Commission contains the Organisation'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.

§ 7. FEES AND PAYMENTS

1. In consideration of the technical and organisational handling of membership of the Network referred to in § 3(4)(b), the Organisation pays the Operator a fixed fee.
2. The Organisation selects one of two payment options in the Order Form:
 - a. Monthly payment (subscription model) – in the amount of PLN 250.00 gross. The fee is charged automatically in advance on the first day of each monthly billing period. The Organisation undertakes to connect 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 2,500.00 gross, paid in advance for the entire 12-month term of the agreement, during the registration process, before the Organisation obtains access to the Network.
3. The fees specified in paragraphs 1 and 2 constitute remuneration solely for the Operator for supplying the technology, system integration and operation of the Network platform, including the processes of registration, invoicing and access to Ecosystem resources. All activities provided by the Foundation under these Terms are of the nature of unpaid statutory activity and the Organisation bears no costs in this respect towards the Foundation.
4. The Operator shall issue to the Organisation the appropriate accounting document (invoice) each time a payment is credited, in accordance with the applicable legal provisions.
5. If, during the registration process, the annual fee is not successfully paid or the payment card is not successfully connected and the first monthly fee charged, the agreement is not concluded and the Organisation does not obtain access to the Network.
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 rate of value added tax, the gross amounts shall change so as to maintain the existing net amount, of which the Operator shall inform the Organisation 30 days before the change. Such a change does not constitute an amendment to the Terms within the meaning of § 13.

7. The amount of the fees applicable on the date of conclusion of the Agreement is fixed for the entire current 12-month term of the Agreement, subject to § 7(6) (change in the VAT rate).
8. The Operator may change the amount of the fees with effect from the beginning of the next 12-month term of the Agreement by notifying the Organisation in documentary form no later than 60 days before the end of the current term, stating the new amount of the fees and the date from which it applies. If the Organisation does not terminate the Agreement within the time limit referred to in § 12(2), the Agreement is extended at the new amount of the fees. Failure to give notice within the time limit means extension on the existing pricing terms. A change in the amount of the fees made in this manner does not constitute an amendment to the Terms within the meaning of § 13. In the notice, the Operator informs the Organisation of its right to terminate the Agreement on the terms of § 12(2). Termination made in this manner does not give rise to an obligation to pay the compensatory fee referred to in § 12(6)(a).

§ 8. OBLIGATIONS OF THE ORGANISATION

1. The Organisation undertakes:
 - a. to pay the fees referred to in § 7 on time,
 - b. to use the certificate and the FREE TO DREAM mark in accordance with the provisions of these Terms,
 - c. to represent the Network reliably and professionally,
 - d. to inform the Organisation's management staff and coordinators of the training, networking and grant opportunities arising from membership of the Network.
2. The Organisation undertakes to keep confidential all information concerning:
 - a. the business model and development strategy of FREE TO DREAM,
 - b. other confidential information to which the Organisation gains access in connection with the performance of these Terms.
3. The confidentiality obligation applies for the duration of membership of the Network and for a period of 2 years after its end.

§ 9. NON-COMPETITION

1. The Organisation undertakes that, during its membership of the Network, it will not join any other paid, commercial network certifying sports organisations with a scope similar to that of the Network, nor use the certificate of such a network in parallel with the FREE TO DREAM Certificate.
2. The prohibition referred to in paragraph 1 does not apply in particular to:

- a. use of training, advice and support provided free of charge, including by public administration bodies, local government units, sports associations and federations, European Funds information points and local action groups;
- b. cooperation with individual specialists independently of FREE TO DREAM;
- c. cooperation with entities offering services in areas other than those specified in paragraph 1.

§ 10. MARKETING CONSENTS AND ELECTRONIC COMMUNICATION

1. The Organisation consents to FREE TO DREAM using the Organisation's name, logo and information about the Organisation for the marketing and promotional purposes of the Network.
2. FREE TO DREAM has the right to announce publicly that the Organisation belongs to the Network and holds the Certificate.
3. The consent covers in particular:
 - a. publication of the Organisation's name and logo on the FREE TO DREAM website,
 - b. publication on FREE TO DREAM's social media,
 - c. use in promotional materials and presentations of the Network,
 - d. providing information on the number and names of partner organisations.
4. The consent is granted free of charge for the duration of the Organisation's membership of the Network.
5. Communications concerning the performance of the Agreement (training schedule, funding call deadlines, amendments to the Terms, information on access to the platform) are sent by FREE TO DREAM to the Organisation's e-mail address as part of the provision of the Services.
6. Consent to receive commercial information, including about new FREE TO DREAM products, is given separately in the Order Form and may be withdrawn at any time without affecting the Agreement.

§ 11. PERSONAL DATA PROTECTION

1. The Operator and the Foundation process the personal data of persons representing the Organisation and of the Organisation's representatives and coordinators participating in training sessions, Mastermind sessions and the communication platform, for the purpose of concluding and performing the agreement on the terms of these Terms and providing the rights referred to in § 5, on the basis of Article 6(1)(f) GDPR, i.e. the legitimate interest of the controllers consisting in concluding and performing the Agreement with the Organisation and in contacting the persons

representing it, and, where the Organisation 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 division of responsibilities for exercising the rights of data subjects and the contact point, is made available in the Privacy Policy. Irrespective of the division of responsibilities, a data subject may exercise their rights against each of the joint controllers.

§ 12. TERM OF THE AGREEMENT AND TERMINATION

1. The Agreement is concluded for a fixed term of 12 months. This term begins, and the Organisation receives access to all rights and benefits described in the Terms (including the Certificate), upon conclusion of the agreement in accordance with § 2(3).
2. If none of the Parties submits a notice of termination of the agreement no later than 30 days before the end of the given 12-month term of the agreement, the agreement is automatically extended for a further 12-month term, on the terms of the Terms in force at the time of extension. This rule applies mutatis mutandis to each subsequent term of the agreement.
3. Extension of the agreement referred to in paragraph 2 entails the obligation to pay the fee for the next billing period in accordance with the payment option previously selected.
4. Notwithstanding paragraph 2, each of the Parties may terminate the agreement at any time with 1 month's notice, effective at the end of a calendar month. Notice of termination given before the end of the given 12-month term of the Agreement has the financial consequences set out in paragraph 6.
5. Termination of the agreement requires documentary form (including e-mail), failing which it shall be null and void.
6. If the Organisation terminates the agreement before the end of the given 12-month term, the financial consequences depend on the selected payment option:
 - a. where monthly payment was selected – the Organisation pays a one-off compensatory fee in an amount corresponding to 3 months of the fixed fee. The compensatory fee constitutes a withdrawal payment (odstępne) within the meaning of Article 396 of the Civil Code; the termination becomes effective upon its payment, and the Operator specifies the amount and the bank account in the confirmation of receipt of the notice of termination,

- b. where annual payment in advance was selected – the fee paid is not refundable, either in whole or in part in proportion to the unused term of the agreement, by way of compensation for the operational costs of onboarding and for the discount granted for selecting annual payment in advance.
- 7. If the Operator terminates the Agreement on the basis of paragraph 4, an Organisation that selected annual payment is entitled to a refund of the fee in proportion to the unused term; no compensatory fee is payable.
- 8. The Operator may terminate the agreement with immediate effect in the event of gross misconduct by the Organisation, in particular: use of the Certificate or the FREE TO DREAM mark in a manner that breaches the provisions of the Terms or misleads third parties, actions damaging the reputation of FREE TO DREAM, breach of the non-competition obligation under § 9, breach of the confidentiality obligation under § 8, or activity contrary to the law or to good practice.
- 9. In the event of late payment, the Operator sends the Organisation a reminder by e-mail with a 7-day deadline to settle the arrears. After 14 days from the original payment date have elapsed without the amount due being settled, the Operator may terminate the agreement with immediate effect. This provision also applies where the payment card cannot be charged.
- 10. Declarations terminating the Agreement, whether by notice or otherwise, submitted by the Operator take effect in respect of the entire Agreement, including the Foundation's services; the Foundation authorises the Operator to submit and receive such declarations on its behalf. A declaration by the Organisation submitted to the Operator is deemed also to have been submitted to the Foundation.

§ 13. AMENDMENTS TO THE TERMS

- 1. FREE TO DREAM may amend the Terms only for valid reasons, which are:
 - a. a change in generally applicable law 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 § 5 resulting from a change in the functionality of the tools used by FREE TO DREAM;
 - d. the 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 shall inform the Organisation of a planned amendment to the Terms at least 30 days before it enters into force, electronically (by e-mail), stating the date

on which the amendment enters into force and providing the text of the amended Terms.

3. If the Organisation does not accept the 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. Termination on the basis of this paragraph does not give rise to an obligation to pay the compensatory fee referred to in § 12(6)(a), and where annual payment was selected the Organisation is entitled to a refund of the fee in proportion to the unused term of the Agreement.
4. Failure by the Organisation to terminate the agreement within the time limit referred to in paragraph 3 shall be deemed acceptance of the new wording of the Terms, which shall bind the Organisation from the date on which it enters into force.
5. FREE TO DREAM maintains and makes available an archive of previous versions of the Terms together with the dates on which they were in force.
6. A change in the amount of the fees referred to in § 7 does not constitute an amendment to the Terms within the meaning of this § 13 and is made solely in accordance with § 7(6) or (8).

§ 14. CONSEQUENCES OF TERMINATION OR EXPIRY OF THE AGREEMENT

1. Upon termination or expiry of the agreement, the Organisation and its representatives lose the right to use the Certificate and the FREE TO DREAM mark.
2. At the same time, the Organisation and its representatives lose the right to participate in training sessions and workshops and Mastermind sessions and lose access to the closed FREE TO DREAM community (Discord server).
3. The Organisation is obliged, without delay and no later than 7 days from the date of termination or expiry of the agreement, to remove the Certificate and the FREE TO DREAM mark from all promotional materials and from its website and to cease stating that it belongs to the Network.
4. Termination of the agreement does not release the Organisation from the obligation to pay outstanding fees.
5. The provisions concerning confidentiality (§ 8(3)) remain in force. FREE TO DREAM may retain in its archive records information on the period of the Organisation's membership of the Network.

§ 15. TECHNICAL REQUIREMENTS AND COMPLAINTS

1. To use the Services the following are required: a device with Internet access, an up-to-date web browser supporting JavaScript and cookies, an active e-mail address, a

valid payment card enabling recurring charges in the monthly payment option and, for access to the communication platform, a Discord account.

2. The Organisation and the persons designated by it are obliged not to supply content of an unlawful nature, in particular content infringing the rights of third parties, personal rights or the principles of social coexistence.
3. The Organisation submits complaints concerning the Services to the e-mail address info@freetodream.eu. A complaint should contain identification of the Organisation, a description of the objections and the expected manner of resolving the matter.
4. FREE TO DREAM considers a complaint within 14 days of its receipt and informs the Organisation of how it has been resolved to the e-mail address from which the complaint was submitted. Where additional information needs to be obtained, the time limit runs from the date of its receipt, of which FREE TO DREAM informs the Organisation before the original time limit expires.

§ 16. FINAL PROVISIONS

1. These Terms are amended in accordance with the procedure set out in § 13. To the extent not governed by § 13, any other changes to the terms of cooperation with a specific Organisation require documentary form, failing which they shall be null and void.
2. The Organisation's address for service of declarations and notices is the e-mail address provided in the Order Form. The Organisation updates the address in documentary form; until it is updated, service to the previous address is effective.
3. 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, subject to notifying the Organisation 30 days in advance. The transfer shall not worsen the Organisation's position.
4. In matters not governed by these Terms, the provisions of the Civil Code and other applicable statutes apply.
5. The Parties shall seek to resolve any disputes arising from these Terms amicably.
6. If a dispute cannot be resolved amicably, disputes shall be settled by the court having local jurisdiction over the Operator's registered office.
7. The Terms and their subsequent versions are published electronically at <https://freetodream.eu/regulamin-siec-akademii/> (English version: <https://freetodream.eu/en/network-terms>).