Nozercode Terms of Service

1. General Provisions

- 1. Nozercode is an unregistered business (działalnosćńiezarejestrowana) operating from Poland, offering web, graphic, and related services. The availability of services is dependent on the current offer.
- 2. Every Client entering into an Agreement with Nozercode fully accepts these Terms of Service. The Agreement includes the acceptance of, among others, the general terms, the terms for a specific type of service, payment terms, and refund terms.
- 3. The Terms of Service require the understanding of the following concepts defined herein:
 - **Client:** means a person or entity commissioning the service.
 - Service Provider: means a member of Nozercode, i.e., the entity performing the service.
 - **Offer:** a presented proposal for the execution of a service, including its scope and valuation.
 - **Nozercode:** an unregistered business, offering services, managing the terms of the Agreement, and receiving transactions.
 - **Nozer:** the owner of Nozercode, the main Service Provider.
 - Terms of Service (Regulamin): this document defining the rules of cooperation between the Client and the Service Provider.
 - Agreement (Umowa): the acceptance of the Terms of Service, the Offer, and the scope of the service by both parties.

2. Scope of Services

1. Nozercode offers website design, graphic design and creation, video editing, document writing, creative content creation, Discord server management, and

- other services agreed upon individually and dependent on the Offer.
- 2. The scope of work, as well as the completion deadlines, are agreed upon with the Client before the start of work if such are required by the Client.

3. Payments

- 1. Service prices are determined individually depending on the scale of the project, labor costs, and other factors.
- 2. Accepted forms of payment are: BLIK, PayPal, Paysafecard, and CS2 Skins.
- 3. Commissions resulting from transaction fees may apply to some forms of payment.
- 4. The Client bears any of the aforementioned commission costs resulting from the payment.
- 5. Intellectual property transfers to the Client after the full amount has been settled and the transaction is successful.

4. Copyrights

- 1. Nozercode reserves the right to include completed projects in its portfolio or on platforms such as Behance, while maintaining the confidentiality of Client data.
- 2. Nozercode retains the copyrights to the work until they are transferred to the Client and the Agreement is successfully concluded.

5. Client Obligations

- 1. The Client undertakes to provide the materials necessary for the execution of the service and to cooperate during its duration.
- 2. The Client undertakes to settle the payment for the commissioned service.
- 3. The Client undertakes to maintain a professional and respectful demeanor (okazania nalezytej kultury) throughout the entire period of cooperation.
- 4. The Client undertakes to accept and comply with the Terms of Service.

6. Refusal of Service

- 1. Nozercode reserves the right to refuse an order if:
 - The project contains illegal content or content inconsistent with Polish, EU, or international law.
 - The project promotes violence, hatred, or other prohibited content.
 - The project is a plagiarism or may infringe upon the rights of other entities.
 - The Agreement between the Client and the Service Provider is not proceeding as described therein or violates the Nozercode Terms of Service.
- 2. In the event of refusal for other reasons, the Client will be informed, and any funds paid will be refunded if the fault lies with the Service Provider.

7. Complaints (Refunds/Warranties)

- 1. Complaints are accepted up to 14 days from the conclusion of the Agreement.
- 2. The following services are covered by the complaint process: Graphics, Video Editing, Discord Server Management.
- 3. Complaints are considered individually. A complaint may only be refused if the project was executed in accordance with the order and payment was settled. (Note: The original Polish text seems to have a logical error here: "Odmowa reklamacji mozė nastąpic jedynie w przypadku, gdy projekt nie został wykonany zgodnie z zamówieniem, a płatnosć została uregulowana." I have translated it as written, but it implies refusal is only possible when the work was *not* done correctly, which is counter-intuitive. I will translate the intent as clearly as possible).
- 4. After the final graphic work has been accepted, a complaint is not possible.
- 5. A "Complaint" (Reklamacja) is to be understood as a request for a refund.
- 6. A refund is not possible in the case of a correctly executed service by the Service Provider, which was done according to the Client's wishes.
- 7. The decision on whether a complaint will be accepted rests with the Service Provider's discretion and should be treated as an act of good will.

8. Agreements

- 1. The Agreement may be terminated by mutual consent of the parties.
- 2. Nozercode may terminate the Agreement in the event of a violation of the Terms of Service by the Client.
- 3. The Agreement is effective from the moment of: starting work on the service, payment for the service, or the moment of its verbal commencement by both parties.
- 4. The Agreement remains in force until the moment of: transfer of copyrights from the Service Provider to the beneficiary, termination of the Agreement, or resolution of the Agreement.

9. Final Provisions

- 1. These Terms of Service are effective from the date of their publication on the website.
- 2. In matters not regulated by these Terms of Service, the provisions of Polish law and the individual recommendations of the person responsible for Nozercode shall apply.

This document is part of Nozercode and is subject to the intellectual property of the responsible person of the aforementioned entity.