

TERMS AND CONDITIONS OF SERVICE

FUNDACJA TWÓRCÓW DLA RZECZYPOSPOLITEJ

The Regulations set out the basic rules for the use of the Website and the Electronic Services provided by the Foundation through it. The Regulations contain, among other things, important information about the rights and obligations of the Service User.

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I. DEFINITIONS

(1) Capitalized phrases used in the Regulations shall have the following meanings:

- a) Legal Acts - the mandatory provisions of the law in force on the date of conclusion of the Service Agreement, taking into account any amendments thereto which will occur during the term of the Agreement, as well as the mandatory provisions of the law which will come into force during the term of these Agreements;
- b) Password - a sequence of alphanumeric characters necessary for authentication when accessing the Account, specified by the User when creating the Account. Registration of the Account requires entering the Password once. The User is obliged to keep the Password confidential (not to disclose it to any third party). The Foundation provides the User with multiple possibilities to change the Password.
- d) User - an entity using the Electronic Service in accordance with the Regulations. A User who is a natural person with limited legal capacity is obliged to obtain the appropriate consent of his/her statutory representative to conclude an Agreement for the provision of Services and to present such consent at the request of the Foundation, whereas, as a rule, the Agreement for the provision of Services concluded through the Service has the character of agreements commonly concluded in minor current matters of everyday life.
- e) Civil Code - the Act of 23 April 1964 Civil Code (Journal of Laws of 2020, item 1740 as amended);
- f) Account - Electronic Service made available to the User as part of the Website, allowing the User to use additional functionalities. The User gains access to the Account by means of the Login and the associated Password. The User logs into his Account after registering on the Website. The Account enables access to the services made available to the User by the Foundation;

- g) Login - the User's e-mail address provided within the Shop when creating an Account;
- h) Newsletter - Electronic Service enabling the User to receive information from the Foundation related to its activities and the Website, as well as information on content/materials available within the Website to the e-mail address provided by the User;
- i) Terms of Use / Service Agreement - this document setting out the rules for the operation of the Website, in particular the rules for creating an Account, and the use of other services / functionalities made available by the Foundation via the Website to the Users. The Regulations define the rights and obligations of the User and the Foundation. With regard to services provided by electronic means, these Regulations are the regulations referred to in Article 8 of the Act of 18 July 2002 on provision of services by electronic means;
- j) Service - the platform run by the Foundation, enabling the provision of services by the Foundation, available at the Internet address deliberatio.eu
- k) Foundation - the Foundation of Creators for the Republic of Poland with its seat in Warsaw, ul. Kalina Jędrusik 4, 01-748 Warsaw), KRS number 0000972906, NIP 525290877, REGON 52209354;
- l) Content - a textual, graphic or multimedia element (e.g. articles, analyses, statistics, podcasts) including a work within the meaning of the Act of 4 February 1994 on Copyright and Related Rights (i.e. Journal of Laws of 2019, item 1231 as amended) and an image of an individual, which is posted and distributed within the Service by the Foundation;
- ł) Electronic Service - a service provided electronically, within the meaning of the Act of 18 July 2002 on the provision of electronic services, by the Foundation to the User via the Service, in accordance with the Regulations.
- m) Technical Requirements - the minimum technical requirements to be met in order to use the Website, including the Electronic Services, i.e.: having a computer or other device connected to the Internet with a minimum bandwidth allowing smooth refreshment of web pages, having a minimum screen resolution of 1280 x 720 pixels, equipped with at least one of the following web browsers: Chrome version 94 and above, Internet Explorer version 11 and above, Firefox version 93 and above, Edge version 94 and above, Safari version 14 and above, Opera version 80 and above, supporting Java Script and allowing cookies to be saved. In order to use the Website, including the Electronic Services, the User must have a valid/active e-mail address and a device capable of correctly filling in electronic forms.

II. GENERAL PROVISIONS

- (1) Acceptance of these Terms and Conditions is voluntary, but necessary in order to create an Account, and may be necessary in order to use other Electronic Services provided by the Foundation.
- (2) The use of Electronic Services as a service provided electronically, involves typical risks associated with the transmission of data over the Internet, such as the dissemination of User data, access to it by unauthorized persons or the loss of User data. The Foundation and the User are obliged to take measures to minimise these risks. The Foundation, in particular, uses the appropriate security measures referred to in the Regulations and the User is obliged not to make the Login and Password available to unauthorised persons.
- (3) The use of the Site, in particular the use of Electronic Services is possible on the condition that the end device and the ICT system used by the User meets the Technical Requirements.

(4) The use of the Site via a web browser may incur costs for connection to the Internet (data transfer fee), in accordance with the tariff package of the service provider used by the User.

(5) The Foundation may subcontract the performance of its specific duties or the day-to-day operation of the Site. The Foundation shall endeavour to ensure that this does not affect the scope and quality of the Electronic Services.

III. ELECTRONIC SERVICES

(1) The Foundation provides the following Electronic Services to the Users free of charge through the Website:

- a) an Account with its functionalities;
- b) Enabling the browsing of the Content placed within the Service;
- c) Newsletter
- d) the "Support us" Form". 2.

(2) The Agreement for the provision of the Account Service shall be concluded upon the cumulative fulfilment of the following conditions:

(i) effective completion and acceptance by the User (submission to the Foundation) of the registration form for the creation of the Account,

(ii) acceptance of the Terms of Use, and

(iii) confirmation by the User of the conclusion of the Agreement for the Provision of Services by clicking on the activation link sent by the Foundation to the e-mail address provided by the User in the course of registration. The Account is provided free of charge for an indefinite period of time.

(3) The Foundation may refuse to register an Account if the User violates the provisions of paragraph 9. a, b, c, f, g below.

(4) Within the Account, the User has the possibility to use the functionality of the Account, including the addition of comments on the Content made available within the Service, in dedicated areas.

(5) The ability to add comments allows Users with an Account to share their opinions on Content made available on the Website. Comments are visible to all Users using the Service. Comments may not contain content generally recognised as vulgar or offensive, or violate the rules of social conduct or personal rights. Comments may not contain personal information about other Website Users or any other person. . The User posting a comment on the Website undertakes to comply with applicable law and the Terms of Service. The Foundation reserves the right not to publish comments and the right to remove them, without the necessity of informing the User, if the comments remain in breach of the regulations and terms and conditions mentioned in this section. The Foundation does not take responsibility for the content of the comments posted by the Users as well as for the claims of third parties related to the content of the published comments. A User whose comment has been published may demand that the Foundation remove it by sending a message to: contact@deliberatio.eu. The User's comments will remain visible on the Site until the Foundation complies with the request referred to in the previous sentence.

(6) In order for the Newsletter service to commence, it is necessary for the User to agree to receive commercial information by ticking the appropriate checkbox (checkbox) or clicking on the appropriate button and making their email address available in the appropriate field on the Site page, and then clicking on the activation link sent to the indicated email address (Newsletter service commencement moment).

(7) The Newsletter is sent free of charge for an indefinite period of time. The User has the possibility to resign from the Newsletter at any time and without giving any reason, in particular by clicking on the deactivation link included in the e-mail message sent to the Customer or by sending a relevant request to the Foundation via e-mail to: contact@deliberatio.eu.

(8) As part of the Service, the User has the option of making a donation to the Foundation in order to support its activities. Making a donation is voluntary and does not affect the User's ability to use the Electronic Services. A donation can be made by completing the "Support us" form made available by the Foundation on the Site. Donations are made through a payment operator - PayPro S.A. company, ul. Kanclerska 15, 60-327 Poznań, KRS 0000347935, NIP 7792369887, REGON 301345068. After completing the "Support us" form and being redirected to the payment operator's website, one should follow the instructions on that page. You can make a donation using electronic transfer and the BLIK mobile payment system, according to the instructions provided by the payment operator

(9) In particular, the User is obliged to:

a) to provide within the Account and the forms available on the Website only true, current and all necessary User data and, in the event of any change, to promptly update the data, including personal data, provided by the User to the Foundation in connection with the use of the Electronic Services;

b) to use Electronic Services in a manner that does not interfere with the functioning of the Foundation or the Site;

c) to use Electronic Services in a manner that is consistent with Legal Acts, the provisions of these Terms and Conditions, as well as with the accepted customs and rules of social coexistence in this respect;

d) to keep the Login and Password confidential and, in particular, not to make them available to unauthorised persons. The Foundation shall not be responsible in particular for any loss of data or access to data stored in the Account resulting from a breach of this obligation by the User;

f) not to provide or transmit through the Service any content that is prohibited by the Acts, in particular content that violates the property rights of third parties or their personal rights;

g) not to do any of the following: (i) to send or upload to the Service any unsolicited commercial information or upload any content that violates the Legal Acts (prohibition of unlawful content), (ii) to undertake any IT activity or any other activity aiming at coming into possession of information not intended for the User, including data of other Users or interfering with the rules or technical aspects of the functioning of the Service, (iii) to modify in an unauthorised way the Content provided by the Foundation;

(10) The Foundation may, for technical reasons, temporarily but not longer than for 48 hours, disable certain features of the Service in order to improve the Service, add services or perform maintenance. The Foundation will endeavour to inform the User of any technical interruptions each time by posting an appropriate message on the main page of the Service.

(11) The User may terminate the Service Agreement at any time. The notice of termination of the Agreement for the provision of Services by the User may be submitted, in particular, by sending its content, e.g. in writing, to the address Twórców Dla Rzeczypospolitej Foundation with its registered office in Warsaw ul. Kaliny Jędrusik 4, 01-748 Warsaw, or to the e-mail address: contact@deliberatio.eu.

(12) The Foundation may terminate the Service Agreement for the following important reasons:

a) the way in which the Electronic Services are used is contrary to the principles and purpose of the Service;

b) the User's activity is contrary to the moral norms in force, inciting to violence or committing a crime, or if it violates the rights of third parties;

c) the User violates the provisions of item III point 9 of the Regulations.

(13) A notice of termination of the Service Agreement by the Foundation shall be sent to the User's e-mail address associated with the Account.

14. the termination of the Service Agreement for either party shall be 14 days. The termination of the Service Agreement for the Account by either party is equivalent to the deletion of the Account.

(15) Complaints relating to Electronic Services may be made, e.g. in writing, to the address of Fundacja Twórców Dla Rzeczypospolitej with its registered office in Warsaw, ul. Kaliny Jędrusik 4, 01-748 Warsaw, or to the e-mail address:In submitting a complaint, it is recommended to describe the cause of the complaint, the User's request and the User's contact details - this will facilitate and accelerate the consideration of the complaint. The Foundation considers the complaint within 30 days from the date of its submission, unless a different time limit is specified in the Acts.

IV. PROCESSING OF PERSONAL DATA

The Foundation is the administrator of the Users' personal data. The Foundation applies appropriate technical and organisational measures to ensure the protection of the processed personal data.

(2) The provision of personal data by the User is voluntary but necessary in order to use the Electronic Services.

(3) Detailed information on the processing of the User's personal data can be found in the Privacy and Cookies Policy.

V. LICENSE

(1) All and exclusive rights to the Content posted within the Service by the Foundation or its contractors, in particular graphic elements, logos, names, software and database rights are legally protected and vested in the Foundation or entities cooperating with the Foundation. The User is entitled to use the Content free of charge, as well as to use the Content posted in accordance with applicable laws and already distributed by other Users within the Service, only to the extent necessary for the proper use of the Service, without territorial restrictions.

(2). use of the Content in a different scope than that provided for in the Terms of Use is possible only on the basis of express, prior consent granted by an authorised entity, in writing under pain of invalidity.

(3) The User, by posting any Content within the Service (e.g. comments on Content made available within the Service), grants the Foundation a non-exclusive, royalty-free licence to use, record,

amend, delete, supplement, publicly perform, publicly display, reproduce and distribute that Content, without territorial limitation. This right includes the right to grant sub-licences to the extent justified by the performance of the Service Agreement and also the authorisation to exercise, either independently or with the help of third parties, subsidiary rights in the development, adaptation, alteration and translation of the work within the meaning of the Act of 4 February 1994 on Copyright and Related Rights. To the extent that the User is not entitled to grant the licences referred to in this Section 3, the User undertakes to obtain such appropriate licences for the Foundation.

(4). the User shall not be entitled, in particular, to translate, adapt, rearrange or make any other changes to the Service, except as provided for by applicable law.

VI. AMENDMENT TO THE REGULATIONS

The Foundation has the right to change the Terms of Use in the event of the occurrence of at least one of the following important reasons (closed catalogue):

a) a change in the provisions of law governing the provision of services by electronic means by the Foundation affecting the mutual rights and obligations set out in the agreement concluded between the User and the Foundation or a change in the interpretation of the aforementioned provisions of law as a result of court rulings, decisions, recommendations or recommendations of authorities or bodies competent in the field;

b) a change in the manner in which the services are provided due exclusively to technical or technological reasons (in particular, an update of the Technical Requirements indicated in these Regulations);

c) a change in the scope or manner of the provision of services to which the provisions of the Regulations apply, through the introduction of new, modification or withdrawal by the Foundation of existing functionalities or services covered by the Regulations;

d) a change in the scope or manner of providing services by entities cooperating with the Foundation through the introduction of new, modification or withdrawal by these entities of existing functionalities or services, affecting the mutual rights and obligations between the User and the Foundation.

(2) In the case of changes to the Terms of Use, the Foundation will make the consolidated text of the Terms of Use available through publication on the Site, as well as through a message sent to the e-mail address associated with the Account provided by the User, which is considered by the Parties as the introduction of information about the change to the means of electronic communication in such a way that the User could learn its content.

(3) Amendments to the Terms of Use shall come into effect 14 days after the date of sending information about the amendment. In the case of Users who have concluded a Service Agreement, they have the right to terminate the Service Agreement within 14 days from the date of being notified of the change of the Regulations.

VII. FINAL PROVISIONS

(1) The Regulations shall come into force on 06.09.2022.

(2) Matters not covered by the Regulations shall be governed by generally applicable provisions of Polish law.

3 The content of the Regulations is made available to the User free of charge within the Service.