

# Terms of Service of the FSZK Website

### §1 GENERAL PROVISIONS

- The present Terms of Service (hereinafter referred to as the "Terms") define the rules for the use of the website by Users (hereinafter referred to as the "FSZK Website" or the "Website"), i.e. a service provided electronically by the administrator of the School with Class Foundation portal (hereinafter referred to as the "FSZK") located at address Śniadeckich 19, 00-654 Warsaw, entered into the register of associations, other social and professional organizations, foundations and public health care institutions and in the register of entrepreneurs run by the District Court for Warsaw, XII Commercial Division of the National Court Register, KRS no.: 0000578705, NIP (VAT no.): 7010510338.
- 2. By using the services and content available on the FSZK Website, the User agrees to the provisions hereof and is obliged to comply with the same.

### §2 USE OF THE WEBSITE

- 1. The use of services and content made available on the FSZK Website is free of charge.
- 2. The User is required to provide on their own accord: the electronic network, connection to the Internet, web browser, other software required to use the selected services.
- 3. The user bears full responsibility for the content entered by him, as well as any damage caused as a result thereof.
- 4. It is unacceptable for Users to post content which:
  - a. is contrary to generally applicable law and the principles of social coexistence and good customs;
  - b. calls for discrimination or hatred, in particular on grounds of race, religion, ethnicity, sexual orientation;
  - c. promotes violence;
  - d. contains vulgar or offensive content;
  - e. is unrelated to the subject of the Website, including advertising content;
  - f. may infringe upon the personal rights of third parties;
  - g. constitutes spam (a large number of comments with the same or similar content)
  - h. is dangerous for the proper functioning of devices or information systems, in particular those containing links that threaten the security of the proper functioning of devices or information systems.
- 5. In the case of posting content as described in §2.4, FSZK reserves the right to remove it without notifying their author. In extreme or repeated cases, FSZK reserves the right to remove the User from the Website and notify him of the reasons for making such a decision.
- 6. The User undertakes not to take actions aimed at disrupting the proper operation of the FSZK Website and attempts to obtain access rights that do not serve him.

### §3 PROTECTION OF PRIVACY AND PERSONAL DATA

1. Information on this subject can be found in the Privacy Policy.



# §4 PROTECTION OF INTELLECTUAL PROPERTY

- 1. The copyright to the content published on the Website is held by FSZK and entities which agree to the publication of materials on the Website pursuant to separate agreements.
- 2. The copyright protects texts, graphics, photos, sounds, videos and other materials available on the FSZK Website, as well as the graphic design of the portal and the selection and layout of the presented content.
- 3. Unless otherwise stated next to the specific text, texts published on the FSZK Website may be used under the Creative Commons, Attribution license On the same terms as 4.0 International (CC-BY-SA 4.0). It is permitted to: copy, distribute, reproduce and perform the work and remix, change and create new works based on the work under the following conditions: attribution The work must be marked accordingly, with a link to the license provided and indication if changes have been made to it, without limitation you may not use legal or technological means that restrict others from using the work under the conditions set out in the license.
- 4. The license does not cover photographs, videos or graphic materials. Certain rights are reserved for the authors of individual items of content. Terms of service Update 25.05.2018
- 5. A detailed description of the license can be found at: <u>https://creativecommons.org/licenses/by-nc-sa/4.0/deed.pl</u>

### §5 DISCLAIMER

- 1. The data and information contained in the FSZK Website are published only for information purposes. FSZK is not responsible for any data errors or outdated information contained on the Website.
- 2. FSZK is not responsible for the use of information made available on the Website by its users.
- 3. FSZK is not responsible for making public personal data of third parties with the use of the Website.
- 4. FSZK makes every effort to ensure the proper operation of the Website, however, it reserves that it is not responsible for damages resulting from its malfunction, e.g. loss of data due to failure.
- 5. FSZK reserves the right to suspend or discontinue the provision of selected services available on the Website. Users are not entitled to any claim in this respect.
- 6. FSZK reserves that, in the case of some Websites, it may be necessary to enable the SSL secure data transmission protocol, Java Script, Java, Flash and cookies in the browser in order to take advantage of their full functionality.

# **§6 FINAL PROVISIONS**

- 1. In the event that certain Websites have their own terms of service, such terms of service shall be posted on the web pages of a given Website, and such terms of service shall apply only to activities constituting the use of such Website without the need to sign up.
- 2. In the event of extreme violations of the Terms of Service by the User, FSZK may take appropriate legal action against him in a situation where the applicable law is violated.
- 3. Any and all comments and reports regarding violations of these Terms of Service, as well as disruptions in the functioning of the Website, should be sent to the following e-mail address: <u>fundacja@szkolazklasa.org.pl</u>
- 4. FSZK reserves the right to make changes to these Terms of Service. Any changes become effective when they are published on the Website.