

Website Terms of Use

These terms of use (hereinafter: the “**Terms of Use**”) set out the terms and conditions for using the <http://www.muzeumpolskiejwodki.pl> website (hereinafter: the “**Website**”).

The Website Administrator is the **Polish Vodka Foundation** with its registered office in Warsaw at Square Koneser 1, 03-736 Warsaw, entered into the Register of Associations, Other Social and Professional Organizations, Foundations and Public Health Care Institutions and the Register of Entrepreneurs kept by the District Court for the city of Warsaw, 12th Economic Division of the National Court Register under KRS no.: 0000593987, NIP (tax identification no.): 5252642143, REGON (business registry no.): 363449747 (hereinafter: the “**Foundation**”).

In all matters connected with the functioning of the Website, please contact us through the following e-mail address: kontakt@muzeumpolskiejwodki.pl

We also notify you that using the Website means entering into an agreement for the provision of services by electronic means and the complete and exclusive content of the agreement constitutes these Terms of Use. The Foundation is a service provider within the meaning of the Act of 18 July 2002 on the provision of services by electronic means. Please read these Terms of Use carefully. If you do not agree with any of its provisions, please leave the Website and cease to use it.

1. General provisions

The purpose of the Website is to provide the following services by electronic means: allow the users to read the information about the Foundation, as well as the services and events offered by the Foundation. The contents on the Website are for information purposes only.

The Foundation states that some services available on the Website may be provided by third parties.

The Terms of Use for the users are available on the Website free of charge for the entire period of their existence.

In matters not governed by these Terms of Use, the provisions of the Polish law shall apply. If the Website is being used by users outside Poland, they should also adhere to the local provisions applicable to them.

2. Intellectual Property Rights

The Website (as a collective piece of work or a compilation), the domain name, trademarks, as well as its architecture, presentation, graphic standards and all elements contained on the Website, as well as all contents (texts, charts, graphic elements, logos, labels, drawings, designs, images, etc.) posted on the Website are protected under intellectual property rights, including copyright, in accordance with the provisions of the Act of 4 February 1994 on copyright and related rights, international conventions and other provisions on copyright (hereinafter called the “**Proprietary Elements**”). The Foundation is the owner or the authorized user of the Proprietary Elements.

The user may access the Website only for private and non-commercial purposes.

The user is obliged not to:

- Duplicate, copy, modify, create compilations, combine, record, distribute, present, show, disseminate, publicly perform, hand over, transmit, publish, sell, attribute, sub-license, transfer, make available to third parties or market all or any Proprietary Elements;

- Modify, change all or any Proprietary Elements, especially to obtain unauthorized access to the Website or to use the Website with any other means than the interface connected with the user's space, transmitted for that purpose via the Website.

If the user thinks that the Website contains any materials that infringe intellectual property rights, then they should immediately communicate that fact to the Foundation.

3. Threats connected with the provision of services by electronic means

The Foundation warns that using the services provided by electronic means is connected with some threats and that the total elimination of these threats is not possible. These threats could involve receiving spam messages, being exposed to harmful and unsolicited spyware, malware (including wabbit, trojan, backdoor, exploit, rootkit, keylogger, dialer, and hoax), viruses, being exposed to cracking and phishing (obtaining confidential information), as well as sniffing (capturing confidential information), threats of piracy, being exposed to illegal software or cryptanalysis.

The Foundation undertakes actions aimed at minimizing the above risks by protecting its servers and the Website. However, we wish warn you that due to the open character of online communication, it is impossible to totally eliminate such threats. Thus, the Foundation does not guarantee that the Website or the server that makes the Website accessible are free of the threats listed above.

The Foundation shall notify its users on any breaches made by third parties and the security measures applied by it to such an extent as required by the applicable provisions of the law.

The Foundation cannot guarantee the users that the functions of the Website shall work without any interruptions or errors and that the information sent via the Internet shall reach the user of the Website in an error-free, complete and comprehensive form. Furthermore, the Foundation does not guarantee that the user shall obtain the information on the Website that they expected to find there.

4. Privacy Policy and Cookie Policy

All personal data made available to the Foundation by the user while using the Website, including the data transmitted during all registration processes, are subject to the Cookie Policy.

The Foundation may use cookie files (the information saved on the user's computer hard drive to facilitate their communication and interactions with the Website) in order to personalize the manner of using the Website by the user. The rules on using cookie files are subject to the Cookie Policy.

5. Links

This Website may contain links or references to other websites and online resources that are independent of the Foundation. The Foundation does not exercise any control and is not responsible for the availability of such websites and resources. Moreover, such websites and resources are not subject to these Terms of Use. Thus, the user should read the privacy policy and the terms of use of the websites visited by the user and maintained by third parties.

The Foundation does not support nor is it liable for the content, advertising, products or other materials available on the websites and in the resources mentioned hereinabove. If any goods or services are offered on third party websites, any potential transactions are entered into by the user and the third party; the Foundation is not liable for such transactions.

The user should report all remarks concerning the websites mentioned hereinabove to the administrator of a given website or its webmaster.

6. Posting information on the Website or via the Website

The user is solely responsible for the information and other content posted by them on the Website or via the Website. In particular, the user should be aware that their personal data, as well as other information (username, e-mail address, phone number) posted by them on the Website or via the Website (via chats, notice boards, postcards, or invitations) are made publicly available and can be obtained and used by other persons who, in consequence, can contact the user and send them unsolicited messages.

The users of the forums available on the Website or via the Website are recommended to be cautious when providing their personal information.

7. Instructions for the user

The user guarantees and undertakes that while using the Website they shall not post, edit, send, disseminate or publish in any other way by using the Website of any content that (a) is protected under copyright, other ownership right or intellectual property right unless those rights are vested in the user or the user has obtained the consent of a person entitled to vest such rights; (b) is against the law, dangerous, harassing, blasphemous, slandering, vulgar, obscene, defamatory, dishonest, deceitful, contains explicit or graphic accounts or descriptions of sexual acts (including those with implied sexual meaning, references to sexual violence or threats of sexual nature addressed to another person or group of people), violating the privacy of other people or inciting to hatred, as well as other content in breach of legally protected third party goods; (c) limits or prevents other users from using the Website, (d) could lead or encourage somebody to commit criminal acts or leads to exposure to civil or criminal liability; or (e) contains viruses or other element harmful to IT systems, advertising of any products or services. Moreover, the user guarantees and undertakes that they shall not: (a) give any false or misleading information on having connections with any person or entity; (b) support, place, publish, transfer, multiply, distribute, or use the information or any other materials received via the Website for commercial purposes (other than those explicitly permitted by the provider of such information or other content); (c) engage in spamming or mass distribution of unsolicited messages; or (d) undertake any attempts to obtain unauthorized access to other IT systems via the Website. Provided that these Terms of Use do not state otherwise, due to the protection of the Website under copyright, the user is forbidden to download, place, post, transfer, multiply or distribute any elements of the Website itself in any way or any compilations concerning the Website.

We are not obliged to monitor the contents posted on the Website or via the Website, nor do we assume such obligation on ourselves. When we obtain reliable information on the illegal character of that content, we are obliged to prevent access to it. Provided it is possible, the user shall be notified of our intent to prevent access to the content indicated hereinabove.

We notify all users that we shall not purposefully monitor or disclose any private messages transmitted by electronic means provided that it shall not be required by law. We reserve the right to refuse to

post, as well as the right to delete any information or content, in whole or in part, that shall be unacceptable, illegal or in breach of these Terms of Use.

8. Liability for damages that occurred in connection with using the Website

Our liability for damages connected with the breach of obligations that stem from these Terms of Use and the scope of such liability results from the applicable provisions of the law.

Despite the fact that the Foundation and other authors of the contents contained on the Website make every effort for the contents to be reliable, they may include technical inaccuracies and typographical errors. Thus, we cannot guarantee that they shall always be complete, reliable and up-to-date. Moreover, we cannot guarantee that using the Website shall be uninterrupted and without any technical defects.

The Website provides access to the contents contained on the Website only for information purposes. The Foundation and other authors of the contents contained on the Website are not responsible for the consequences of the decisions made by the Website users or by third parties based on the contents placed on the Website or obtained while visiting or using the Website.

9. Complaints processing

Complaints concerning the Website can be submitted in writing to the following address: Fundacja Polska Wódka, Square Koneser 1, 03-736 Warsaw or via e-mail: kontakt@muzeumpolskiejwodki.pl. The user should include the description of the encountered problem and their requests regarding that matter, as well as other information that the user considers important for the processing of the complaint. This will facilitate the processing of the user's complaint.

Within 30 (thirty) days from the receipt of the complaint, we shall notify the user of the result.

10. Technical requirements connected with using the Website

In order to use the Website it is necessary to use working devices that allow the user to connect to the Internet, Internet access and any correctly configured website browser installed on a device with Internet access that allows the user to view HTML5 documents.

11. Changes to the Terms of Use

The Foundation reserves the right to change the Terms of Use due to important reasons, that is to adapt the Terms of Use to the solutions provided by the law or when a change is necessary due to a decision made by a court or other competent public authority body or in order to implement new technical means to protect privacy or when it is necessary due to technical reasons connected with the provision of services for the user or when such a necessity stems from the changes in the scope of the services offered via the Website.

The Foundation shall notify the users of any changes to the Terms of Use via the Website.

All and any changes to the Terms of Use shall become valid on the date and time indicated in their new version, and if no such information is provided, from the moment of making the updated Terms of Use available on the Website.

Last update: [29.06.2018]