

Website Terms of Use

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

The Website administrator shall be the **Polish Vodka Foundation** with its registered office in Warsaw at ul. Złota 59, 00-120 Warszawa, entered in the register of associations, other social and professional organizations, foundations and public healthcare entities and in the Entrepreneurs’ Register maintained by the District Court for the capital city of Warsaw, Division XII Commercial of the National Court Register, under the number KRS 0000593987, NIP [*tax identification number*]: 5252642143, REGON [*statistical identification number*] 363449747, (further: the “**Foundation**”).

In any and all matters related to the operation of the Website please contact us at the following e-mail address: kontakt@muzeumpolskiejwodki.pl.

Please note that using the Website shall mean concluding the agreement on provision of services by electronic means of which complete and exclusive content shall constitute these Terms. The Foundation shall be the service provider in the meaning of the Act dated 18 July 2002 on Provision of Services by Electronic Means. Please read the content of these Terms carefully. Should you disagree with any of their provisions, please exit the Website and do not use it.

1. General provisions

The objective of the Website is to provide the following services by electronic means: to enable its users to familiarize themselves with information about the Foundation and services and events offered by it. The content of the Website is of informative character only.

The Foundation indicates that some services available on the Website may be rendered by third parties.

The Terms shall be available for users on the Website free of charge during the term thereof.

The provisions of Polish law shall apply to matters not regulated herein. Should the Website be used by users residing in countries other than Poland, they should also comply with applicable local laws.

2. Intellectual property rights

The Website (as the collective work or compilation), the domain name, trademarks and such its elements as the architecture, presentation, graphic standards and all Website elements as well as all materials (texts, graphs, logos, labels, drawings, designs, images, etc.) published on the Website are protected by intellectual property rights, including copyrights in accordance with the provisions of the Act dated 4 February 1994 on Copyrights and Related Rights, international conventions and other provisions on copyrights (further: the “**Protected Elements**”). The Foundation is the owner or eligible user of the Protected Elements.

The user may use the Website exclusively for personal non-commercial purposes.

The user undertakes specifically not to:

- reproduce, copy, modify, create deliverables, combine, display, distribute, present, show, disseminate, publicly represent, hand over, transmit, publish, sell, attribute, grant further licence,

transfer, make all or part of the Protected Elements available to any third party, place all or part of the Protected Elements on the market, in any manner whatsoever,

- modify, amend all or some of the Protected Elements specifically to obtain unauthorised access to the Website and use the Website through any means other than any connection interface with the user's space, transferred for this purpose through the Website.

Should the user recognise that the Website contains any materials infringing any intellectual property rights, he/she is kindly requested to notify the Foundation about this fact.

3. Risks associated with rendering services by electronic means

The Foundation warns that using services rendered by electronic means may pose certain risks of which complete elimination is not possible. It relates, for instance, to the possibility of receiving spam, being exposed to any malicious and unwanted spyware, malware (including but not limited to wabbit, Trojan, backdoor, exploit, rootkit, keylogger, dialler, hoax), viruses, the possibility of being exposed to cracking and phishing (i.e. acquiring confidential information) and sniffing (intercepting confidential information), risks related to so-called piracy, the possibility of being exposed to illegal software or the cryptanalysis.

The Foundation undertakes the activities to minimise the aforementioned risks in the form of securing servers and the Website. We hereby warn all users that since communication on the Internet is open, it is not possible to eliminate such risks completely. For this reason, the Foundation may not guarantee that the Website or the server through which the Website is made available, shall be free from the aforementioned risks.

The Foundation shall inform all users about any breaches of its security measures committed by third parties to the extent that is required by the applicable provisions of law.

The Foundation may not guarantee that the Website functions shall operate without any disruptions or errors, information transmitted through the Internet shall reach the Website user faultlessly, completely and fully. Neither may the Foundation guarantee that the user shall be provided, by the Website, with accurate information that he/she shall expect to receive.

4. Privacy policy and cookies

Any personal data which shall be made available to the Foundation by the user when using the Website, including data provided during any registration processes, shall be subject to the [Privacy Policy](#).

The Foundation may also use cookies (information placed on the user's hard drive to facilitate his/her communication and interaction with the Website) to personalise the use of the Website by the user.

5. Links

The Website may contain links or references to other websites and Internet resources not related to the Foundation. The Foundation shall neither control nor be responsible for the availability of such websites and resources, and these Terms shall not be applicable in this respect. For this reason, the

users are recommended to familiarise themselves with the privacy policy and the terms of use of websites being visited by them operated by third parties.

The Foundation neither supports nor is responsible for the content of advertisements, products or any other materials available on websites and in resources referred to as above. Should any goods or services be offered on websites operated by third parties, any transactions shall be concluded between the user and a given third party, and the Foundation shall not be liable in this respect.

The user is required to address any comments on the aforementioned websites to the administrator of a given website or its webmaster.

6. Entering information on or via the Website

The user shall be exclusively responsible for any information and content placed by him/her on or via the Website. The user must be specifically aware of the fact that data related to him/her and also other information (e.g. username, e-mail address, telephone number) placed by him/her on or via the Website (e.g. in chatrooms, noticeboards, postcards, invitations) shall be available to the public and may be acquired or used by other persons who as a result thereof, may contact the user and send messages to him/her without the prior invitation to do so.

The users of forums available on or via the Website are advised to take all necessary precautions when providing their personal information.

7. Instructions for the user

The user guarantees and undertakes not to place, edit, disseminate or publish via the Website, when using the Website, any material that (a) is protected by copyrights, any other property right or intellectual property right, unless the user is vested with such rights or the user obtained the consent of the holder of such rights to any such activities; (b) is illegal, unlawful, dangerous, provocative, blasphemous, infringing good name, vulgar, obscene, defamatory, fraudulent, deceitful, contains explicit or graphic relations or descriptions of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), violating the others' privacy or inciting to hatred as well as other content violating the proprietary goods of third parties, (c) limits or prevents other users from using the Website, (d) may cause or encourage others to criminal offences or leads to incurring civil or criminal liability, or (e) contains any virus or other element harmful to computer systems, advertisement of any products or services. The user also guarantees and undertakes not to: (a) provide either false or misleading information about any relations with any third party or entity; (b) collect, place, publish, transmit, reproduce or distribute, or use, in any manner whatsoever, information or any other material received via the Website for commercial purposes (other than explicitly permitted by the provider of any such information or other material); (c) involve in spamming or mass distribution of messages, or (d) attempt to gain unauthorised access to other computer systems via the Website. Unless these Terms explicitly provide for otherwise, due to protecting the Website by copyrights, the user shall be prohibited from downloading, placing, publishing, transmitting, reproducing or distributing, in any manner whatsoever, any element of the Website itself or any output materials related to it.

We are not obliged to monitor the content placed on or via the Website, and we do not assume any such obligation. Should we receive any reliable information about the unlawful character of such content, we shall be obliged to prevent access thereto; should it be possible, the user shall be notified of the intention to prevent access to the aforementioned content.

Please note that we shall neither intentionally monitor nor disclose any private messages transmitted by electronic means, except where required by the provisions of law. We reserve the right both to refuse to place and remove any information or materials, in whole or in part, which shall be unacceptable, unlawful or infringing these Terms.

8. Liability for damages arising as a result of using the Website

Our liability for damages for violating the obligations resulting from these Terms and the scope thereof results from the applicable provisions of law.

While every effort has been exercised by the Foundation and other authors of the contents on the Website to ensure that the material on the Website is reliable, it may, however, contain technical inaccuracies or typing errors, and therefore, we may not guarantee that the material shall be always complete, accurate and updated. Neither may we guarantee that the Website shall be used without interruption and technical defects.

The Website ensures access to the contents included therein only for information purposes. The Foundation and other authors of the content on the Website shall not assume any responsibility for results of decisions made by the Website users or third parties based in the content placed on the Website or obtained as a result of visiting or using the Website.

9. The complaint procedures

Complaints about the Website may be raised in writing to the address: Fundacja Polska Wódka, ul. Żłota 59, 00-120 Warszawa or electronically to the e-mail address: kontakt@muzeumpolskiejwodki.pl. To facilitate the consideration of the user's complaint by us, please include therein the description of the problem faced by the user, his/her requests related to it and other information which the user shall deem significant to examine his/her complaint.

We shall inform you about the results within the period of 30 (thirty) days as of receipt of your complaint.

10. Technical requirements necessary to use the Website

To use the Website it shall be necessary to use equipment being in good technical order, enabling the Internet connection, access to the Internet and any properly configured web browser installed in the device with access to the Internet which enables displaying HTML documents.

11. Amendments to the Terms

The Foundation reserves the right to amend the provisions of these Terms for important reasons, i.e. to adjust the Terms to solutions provided by the provisions of law or if any such amendment is necessary due to court decision or decision of any other public authority, or to introduce new technical manners of securing privacy, or it is necessary for technical reasons related to rendering services for you, or if such necessity results from any change in the scope of services offered via the Website.

The Foundation shall inform the users about any amendments to the Terms via the Website.

All amendments to the Terms shall become effective as of the moment indicated in the new version thereof, and should no such information be provided, as of the moment of making their updated version available on the Website.

The last update: [4 August 2017]