



TERMS OF USE

www.projectsunflowers.org

Foundation Sunflowers based in Warsaw

§ 1. Definitions

The terms used in these Regulations shall be understood as follows:

1. **Service Provider** - Foundation Sunflowers with its registered office in Warsaw, at ul. Siedmiogrodzka 5/51, 01-204 Warsaw, entered in the Register of associations, other social and professional organisations, foundations and independent public health care institutions of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XII Economic Division of the National Court Register, under the KRS number 0001019393, NIP 5273044660, e-mail: contact@projectsunflowers.org ;
2. **Service** - the website available at <https://projectsunflowers.org> ;
3. **User** - natural person over 18 years of age with full legal capacity, using the Newsletter or concluding an agreement to participate in a Webinar;
4. **Newsletter** - information of a commercial nature concerning the Service Provider's activities and events organised by the Service Provider, including fund-raisers and donation opportunities, as well as Webinars, sent by email, at the request of the User;
5. **Webinar** - online training conducted by the Service Provider for Users live (real-time transmission) at a place and time specified by the Service Provider within the platform indicated by the Service Provider;
6. **Regulations** - these regulations;
7. **Services** - services provided electronically on the Service by the Service Provider.

§ 2. Regulations

1. The Regulations define in particular:
 - a. the scope and conditions for the provision of services provided electronically on the Service,
 - b. the conditions for entering into and termination of the agreement for the provision of Services,
 - c. technical requirements necessary to use the Services,
 - d. principles of submitting and investigating complaints,
 - e. principles of the Service Provider's liability.
2. Before using the Services, the User is obliged to read the Regulations and the [Privacy Policy](#). Beginning to use the Services implies acceptance of the Regulations.
3. Regulations are made available free of charge through the Service, in a manner that allows obtaining, reproducing and recording the content of the regulations by means of teleinformatic system, which is used by the Service Recipient.
4. The Regulations are the regulations referred to in Article 8 of the Act of 18 July 2002 on provision of services by electronic means.

§ 3. Technical conditions

1. The minimum technical requirements to use the Services are:
 - a. use of a device that communicates with the Internet,
 - b. an installed and up-to-date operating system on the device,
 - c. an updated and current web browser,
 - d. a stable Internet connection,
 - e. an active e-mail account,
2. A speaker/headset is also required in order to participate in the Webinar, and the use of tools from an external provider and the registration of an account by the User may be required.
3. The Service Provider is not a provider of data transmission or telecommunications services. Any costs related to data transmission services or telecommunication services required to use the Newsletter and Webinars shall be borne solely by the User on the basis of separate agreements concluded by the User with providers of the aforementioned services.
4. The Service Provider declares that due to the public nature of the Internet, the conclusion of the agreement and use of the Newsletter or participation in the Webinar may involve the risk of obtaining, appropriating or modifying the User's data by unauthorised persons. Consequently, the User should use appropriate technical measures to minimise the aforementioned risks, including anti-virus or identity protection software.

§ 4. Services provided electronically

1. The Services provided on the Service include:
 - a. the sending of a Newsletter by the Service Provider at times selected by the Service Provider to the User's e-mail address;
 - b. a contact form through which the User may contact the Service Provider on matters of his/her choice ("Form");
 - c. to enable Users to participate in Webinars.
2. As part of the Service, the Service Provider also enables the submission of notifications to the Project Sunflowers. The requirements for submitting notifications are governed by separate [regulations](#).
3. The use of the Services is free of charge.
4. Subject to other express provisions in the Regulations, the Services shall be provided 24 (twenty-four) hours a day, 7 (seven) days a week, at the request of the User, unless otherwise specified in the Regulations.
5. The place where the Services are provided is the territory of the Republic of Poland.

§ 5. Newsletter

1. The Service Provider shall make it possible for the User to conclude an agreement for the provision of digital content in the form of a Newsletter in exchange for the User providing their personal data.
2. The Newsletter service shall be free of charge. In order to receive the Newsletter, the User is not obliged to provide any services other than providing personal data in the form of name and e-mail address.
3. The Newsletter contains information of a commercial nature concerning the activities of the Service Provider and events organised by the Service Provider, including Webinars.
4. The Newsletter may contain links redirecting to websites other than those of the Service Provider. In this case, the User is obliged to comply with the regulations applicable to these websites.
5. The Newsletter is sent by the Service Provider via e-mail to the e-mail address indicated by the User, upon request.
6. The Newsletter service is provided for an indefinite period of time, on a continuous basis.
7. The Newsletter need not and is not delivered to Users on a regular basis. The time of delivery of the Newsletter to Users shall be decided by the Service Provider.
8. In order to conclude a contract for the provision of digital content within the Newsletter (i.e. signing up for the Newsletter), the User:

- a. fills in the dedicated Newsletter sign-up form on the Service, providing his/her personal data, i.e. name, surname, email address, and sends it to the Service Provider using the "Subscribe" button or the same, and
- b. confirms the sign-up and the email address by means of the activation link contained in the message sent to the User at the email address indicated (double opt-in mechanism).
9. The contract for provision of digital content (Newsletter subscription) shall be concluded upon confirmation of the subscription.
10. Signing up for the Newsletter shall signify acceptance of the Regulations.
11. Subscribing to the Newsletter shall be equivalent to consent to receive commercial information concerning the Service Provider, pursuant to Article 10 of 18 July 2002 on the provision of electronic services.
12. The User may subscribe to the Newsletter 24 (twenty-four) hours a day, 7 (seven) days a week.
13. The Newsletter Contract shall be concluded in Polish or English, the choice of which shall be made by the User.
14. The place of provision of the Newsletter service shall be the territory of the Republic of Poland.
15. The User may terminate the agreement for provision of digital content within the Newsletter at any time and without stating a reason, with immediate effect.
16. In order to terminate the Agreement, the User should:
 - a. click on the "Unsubscribe" link or the equivalent, visible in the footer of each Newsletter email; or
 - b. send a message requesting unsubscription from the Newsletter to the Service Provider's email address: contact@projectsunflowers.org.
17. The Service Provider may terminate the Newsletter service agreement with immediate effect for valid reasons, i.e. in the event of:
 - a. violation by the User of provisions of generally applicable law or the Regulations, including § 7 section 2 of the Regulations,
 - b. provision by the User of erroneous or false data (which results in the impossibility of proper implementation of the Service) or provision of third party data,
 - c. when the User undertakes actions which disrupt the Signing up for the Newsletter shall be considered as consent to receive commercial information concerning the Service Provider, pursuant to Article 10 of 18 July 2002 on operation of the Website or interfere with the Newsletter service for other Users,
 - d. when the User uses the Newsletter service for sending illegal content or violates or attempts to violate the technical protection of the Website or Newsletter service,
 - e. in case of inactivity of the User for a period of one year, including non-opening of messages by the User, which does not require prior notification of the User by the Service Provider.
18. The Service Provider may terminate the Newsletter service agreement at any time with 14 days' notice, of which the User will be informed by email.

§ 6. Webinar

1. The Service Provider enables the User to participate in Webinars in exchange for the Users providing their personal data.
2. Participation in the Webinar is free of charge. In order to participate in the Webinar, the User is not obliged to provide any services other than providing personal data in the form of name and e-mail address.
3. The information about the Webinar, including the date, duration, subject matter, language in which the Webinar is conducted, programme and technical conditions are specified each time in the information about the Webinar. The Service Provider may provide simultaneous translation at its discretion, depending on the capacities.
4. Webinars are not and do not have to be organised periodically. It is at the Service Provider's discretion to organise a particular Webinar, including its running time and subject matter.
5. Participation in Webinars is possible in real time (live transmission), at the time specified by the Service Provider and through the tools indicated by the Service Provider in the Webinar information.
6. In order to participate in the Webinar, the User fills in the dedicated form for Webinar enrolment, providing his/her personal data, i.e. name, surname, email address, and sends it to the Service Provider by means of the "Save" button or an identical one.
7. When signing up for the Webinar, the User may agree to receive the Newsletter (optional).
8. Enrolment in the Webinar implies acceptance of the Regulations.
9. The contract for participation in the Webinar is concluded as soon as the enrolment is made in accordance with point 6 above.
10. The User may only sign up for a Webinar if the Service Provider informs the User about the planned Webinar, prior to the Webinar.
11. The Webinar participation agreement is concluded in Polish or in another language provided by the Service Provider, the choice of which is made by the User.
12. The place of Webinar service provision is the territory of the Republic of Poland.
13. The Service Provider shall be entitled to use any tool for Webinar and to change it at any time. In the case of some tools, the User may be required to take additional actions, such as registering an account with the tool in question.
14. Details related to the conduct of the Webinar will be made available no later than 2 days before the date of the Webinar. In the event of a change in the tool used by the Service Provider, the period referred to in the preceding sentence may be shortened.
15. The Service Provider shall be entitled to cancel or reschedule the Webinar due to force majeure, understood in particular as: the indisposition of the persons conducting the Webinar, the lack or poor quality of the Internet connection or a malfunction of the platform making it impossible to conduct the Webinar. In such a case, the User shall not be entitled to claim against the Service Provider.

§ 7. Contact form

1. Through the Form, the User may contact the Service Provider for the purpose of his/her choice.
2. The User may use the Form 24 (twenty-four) hours a day, 7 (seven) days a week.
3. The contract for the provision of the Service is concluded as soon as the User enters the relevant data indicated on the Site and sends it to the Service Provider using the "Send message" button or similar.
4. The Sales Form is not a continuous service. As soon as the data is submitted to the Service Provider, the contract is fulfilled.

§ 8. Withdrawal from the Contract

1. The User may withdraw from the Newsletter or Webinar contract without giving any reason, within 14 (fourteen) days from the date of its conclusion.
2. Withdrawal from the Newsletter Contract shall mean cancellation of the Newsletter as of the date of withdrawal, and withdrawal from the Webinar participation contract shall mean unsubscribing the User from the list of participants.
3. In order to unsubscribe, the User should:
 - a. click on the link "Unsubscribe" or the same, visible in the footer of each email sent within the Newsletter; (applicable only for the Newsletter) or
 - b. send a message requesting unsubscription from the Newsletter or removal from the list of Webinar participants to the Provider's email address: contact@projectsunflowers.org.

§ 9. User Obligations

1. The User is obliged to use the Service and the services in a manner consistent with the law and the Regulations, including:
 - a. use the Services in a manner that does not infringe the rights of third parties, good morals or the law,
 - b. not to post misleading or unlawful content on the Services,
 - c. use the Services and Service in a manner that does not interfere with their functioning,
 - d. respect the Service Provider's rights, including copyright and intellectual property rights, to the Service and material published on the Service and on the Services,
 - e. to refrain from transmitting data, including personal data of third parties, without an appropriate legal basis, including the consent of such parties.
2. Within the Services, it is prohibited for the User to provide content of an unlawful nature. In the event that the Service Provider receives an official notice or credible knowledge of the unlawful nature of the data stored or provided by the User, the Service Provider may prevent access to such data and/or terminate the contract with the User with immediate effect.

§ 10. Service Provider's liability

1. The Service Provider shall be indemnified against any liability for claims relating to the use of the Services or the Service as a result of non-compliance with the Regulations.
2. To the extent permitted by law, the Service Provider shall not be liable for:
 - a. disruptions in the operation or impediments to access to the Service and/or the Services caused by circumstances for which the Service Provider is not responsible, including the actions of telecommunications operators;
 - b. lack of possibility or difficulties in using the Service and/or the Services due to failure to meet the technical requirements specified in the Regulations,
 - c. the consequences of vis maior,
 - d. the consequences of the actions of third parties, including the User, for which the Service Provider is not responsible,
 - e. the consequences of the User's provision of untrue, incomplete or incorrect data when using the Services, for non-delivery of the Newsletter or e-mail notifications regarding the Webinar for other reasons attributable to the User, e.g. an overflowing mailbox,
 - f. third party data provided by the User in the Services,
 - g. for the User's assimilation of knowledge and information communicated during the Webinar or sent as part of the Newsletter, or for any claim by the User that the level of content was inadequate or did not meet his or her expectations.

§ 11. Non-compliance with the contract. Complaints

1. The Service Provider shall be liable to the User for the conformity of the digital content provided within the Newsletter or Webinar with the Contract, in accordance with Chapter 5b of the Consumer Rights Act (Articles 43a-43g).
2. The Service Provider is liable for non-conformity with the Contract that existed at the time of delivery of the digital content and became apparent within two years of that time. A non-conformity that has become apparent within one year of the delivery of the digital content shall be presumed to have existed at the time of delivery.
3. If the digital content is not in conformity with the Contract, the User may request that the digital content be brought into conformity with the Contract by means of a complaint.
4. The complaint may be addressed to the Service Provider electronically by means of a message sent to the email address: contact@projectsunflowers.org.
5. The complaint should contain at least the following information: (i) the User's e-mail address, (ii) a description of the circumstances justifying the complaint, (iii) the User's request.
6. If the complaint does not contain the data indicated in para. 5 above, the Service Provider may request the User to complete the data. If all data are not provided, the complaint cannot be considered by the Service Provider.
7. Complaints are considered within 14 (fourteen) days from the day the Service Provider receives the complaint, of which the User will be notified by e-mail to the e-mail address provided by the User.
8. If the complaint is accepted, the Service Provider shall bring the digital content into conformity with the contract within a reasonable time from the time it was informed of the lack of conformity and without undue inconvenience to the User.
9. The Service Provider may refuse to bring the digital content into conformity with the Contract if this is impossible or would require excessive costs for the Service Provider.
10. If the digital content is not in conformity with the Contract, the User may submit a declaration of withdrawal from the Contract in accordance with § 8 of the Regulations when:
 - a. bringing the digital content into conformity with the Agreement is impossible or would require excessive costs,
 - b. the Service Provider has failed to bring the digital content into conformity with the Contract,
 - c. the non-conformity of the digital content with the Contract continues even though the Service Provider has attempted to bring it into conformity with the Contract,
 - d. the non-conformity of the digital content with the Contract is so significant that it justifies the withdrawal from the Contract without the prior application of the safeguard measure specified in § 11.3 of the Regulations,
 - e. it is apparent from the Service Provider's statement or circumstances that the Service Provider will not bring the digital content into conformity with the Contract within a reasonable time or without undue inconvenience to the User.

§ 12. Personal data

1. The Service Provider is the Controller of the personal data processed in connection with the use of the Service and the Services.
2. Personal Data is processed for the purposes, to the extent and based on the grounds and principles indicated in the [Privacy Policy](#).

§ 13. Intellectual property rights

1. The Service Provider owns all rights to the Service and the digital content provided as part of the Newsletter or Webinar. Such content may constitute works within the meaning of the Act of February 4, 1994 on Copyright and Related Rights or may constitute registered trademarks and be subject to legal protection.
2. The Service Provider grants the User a non-exclusive, territorially unlimited and non-transferable license, without the right to grant sublicenses to use the digital content, for an indefinite period of time.
3. The Participant is authorized to use the digital content and other materials provided by the Service Provider exclusively for his/her own use for educational purposes only, for the entire duration of the license, in the following fields of exploitation:
 - a. storage of digital content by digital technique on the User's device,
 - b. printing of digital content available in written form.
4. It is forbidden to:
 - a. fixation, recording or other forms of copying of digital content,
 - b. displaying and making digital content available to third parties,
 - c. selling, renting or lending digital content to third parties.

§ 14. Final provisions

1. The Service Provider has the right to amend the Regulations at any time for important reasons, in particular in the event of changes in the provisions of law, changes in the terms and conditions of providing the Services, including termination of their provision, termination of operations, as well as in the event of changes in the provisions of law to the extent affecting the implementation of the provisions of the Regulations.
2. Amendments to the Regulations are effective as of the date of their publication on the Service and apply only to agreements concluded after the publication of the amendments, subject to item. 3 below.
3. Amendments to the Regulations to the extent of the Newsletter service shall become effective after 14 days from the moment of informing Users about the changes and making the amended Regulations available. If the User does not accept the changes to the Regulations, he/she should immediately, no later than within 14 days from the date of announcement of the changes, terminate the Newsletter service agreement in accordance with § 4. If the change of the digital content significantly or negatively affects the User's access to the digital content, the Service Provider will inform the User in advance on a durable medium about the type and date of the change. In such case, the User will be able to terminate the Newsletter delivery contract without notice within 30 days from the date of the change or notification of the change, if the notification was later than the change.
4. The governing law for obligations under these Regulations shall be Polish law, and disputes shall be resolved by the competent Polish common courts.
5. In matters not regulated in the Regulations, the provisions of Polish law, in particular the Act on Consumer Rights and the provisions of the Civil Code shall apply.
6. A user who is a consumer is entitled to use out-of-court ways of dealing with complaints and claims. Disputes regarding contracts concluded over the Internet can be resolved through mediation proceedings before the Provincial Inspectorates of Trade Inspection or a trial before an arbitration court at the Provincial Inspectorate of Trade Inspection. Consumers can also use other methods of out-of-court dispute resolution and, for example, submit their complaint through the EU ODR online platform, available at: <http://ec.europa.eu/consumers/odr/>.
7. The Regulations enter into force on November 6, 2023.