



## Terms of Service of the School with Class Foundation Website

### § 1 DEFINITIONS

1. **FSZK** – Website Administrator – The School with Class Foundation, with a registered office at 2 Constitution Square, 00-552 Warsaw, entered into the register of associations, other social and professional organizations, foundations and public health care institutions and in the register of entrepreneurs kept by the District Court for the Capital City of Warsaw, XII Commercial Division of the National Court Register, KRS number: 0000578705, NIP (VAT no.): 7010510338.
2. **Privacy Policy** – the document informing about the processing of Users' personal data by FSZK, available on the Website.
3. **Regulations** – a set of all provisions contained in the regulations of the School with Class Foundation's website.
4. **Website** – the website made available to Users by FSZK via the [www.szkolazklasa.org.pl](http://www.szkolazklasa.org.pl) domain.
5. **Work** – any content published on the Website, including texts, graphics, photos, sounds, videos and other materials, graphic design of the portal and the selection and layout of the presented content.
6. **User** – a natural person, a legal person or an organizational unit without legal personality, to which the law grants legal capacity, using electronic services available on the Website.

### § 2 GENERAL PROVISIONS

1. The Regulations define the rules of using the Website by Users.
2. By using the services and content available on the Website, the User agrees to the provisions of the Regulations and is obliged to comply with them.

### § 3 USE OF THE WEBSITE

1. The use of the Website is free of charge.
2. In order to use the Website, the User provides electronic equipment, Internet connection, web browser and other software required to use the Website.



3. In order to gain access to the courses made available on the Website, the User registers an account via the Website.
4. The User bears full responsibility for the content introduced by him or her and any damage caused thereby,
5. It is unacceptable for Users to post content which:
  - 5.1. is contrary to generally applicable law and the principles of social coexistence and good customs,
  - 5.2. calls for discrimination or hatred, in particular on grounds of race, religion, ethnicity, sexual orientation,
  - 5.3. promotes violence,
  - 5.4. contains vulgar or offensive content,
  - 5.5. contains content not related to the subject of the Website, including advertising content,
  - 5.6. may violate the personal rights of third parties,
  - 5.7. can be considered as spam (information unwanted by other Users, in particular in the form of a large number of comments with the same or similar content),
  - 5.8. is dangerous for the proper functioning of devices or IT systems, in particular containing links threatening the security of the proper functioning of devices or IT systems.
6. The User undertakes not to take actions aimed at disrupting the proper operation of the Website or any attempts to obtain access rights that are not vested in him.
7. In the event of posting content described in § 3.4, FSZK reserves the right to remove it without notifying its author. In extreme or repeated cases, FSZK reserves the right to remove the User from the Service and notify him of the reasons for removal.
8. In the case of taking actions described in § 3.5, FSZK reserves the right to remove the user from the Website and notify him of the reasons for removal.
9. Removal of the User in the manner provided for in § 3.6 and § 3.7 prevents the User from using the Website again.

#### **§ 4 PROTECTION OF PRIVACY AND PERSONAL DATA**

Detailed information on the protection of privacy and personal data, including how it is collected and processed, can be found in the Privacy Policy.



## § 5 PROTECTION OF INTELLECTUAL PROPERTY

1. The copyrights to the Works are held by FSZK and entities which, on the basis of separate agreements, agree to the publication of materials on the Website.
2. Texts published on the Website, unless otherwise stated in the case of a specific text, may be used under the Creative Commons, Attribution - ShareAlike 4.0 International License (CC-BY-SA 4.0) ("**License**"). The User has the right to copy, distribute, play and perform the work as well as remix, change and create new ones based on the work, provided that the authorship is acknowledged, i.e. the author of the content is indicated, the link to the License indicated in clause 5 below and indication is provided, if changes have been made to the Work, without limitation. You may not use legal or technological measures that restrict others from using the Work under the terms set forth in the License.
3. The license does not include photos, videos and graphic materials. Certain rights are reserved for the authors of individual items of content.
4. The User is not entitled to use and reproduce software, processes and technologies that are part of the Website.
5. A detailed description of the license can be found at: <https://creativecommons.org/licenses/by-ncsa/4.0/deed.pl>

## § 6 DISCLAIMER

1. The data and information contained on the Website are published for informational purposes only and are not intended to provide consulting services of a professional nature. FSZK is not responsible for incorrect data 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 personal data of third parties public via the Website.
4. FSZK makes every effort to ensure the proper operation of the Website, however, it reserves that it is not responsible for any damage resulting from its malfunctioning, e.g. loss of data as a result of 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 for some functions of the Website, in order to take full advantage of their functionality, it may be necessary to enable the SSL secure data transmission protocol, Java Script, Java, Flash and cookies in the browser.

## **§7 FINAL PROVISIONS**

1. If certain functions or parts of the Website have their own regulations, these regulations will be posted on the web pages of a given Website, and the Regulations will apply only to activities constituting the use of the Website without the need to register.
2. In the event of extreme violations of the Regulations by the User, FSZK may take appropriate legal action against him in a situation where applicable law is violated.
3. All comments and reports regarding violations of the Regulations, as well as disruptions in the functioning of the Website, should be sent to the following e-mail address: [fundacja@szkolazklasa.org.pl](mailto:fundacja@szkolazklasa.org.pl).
4. FSZK reserves the right to make changes to the Regulations. Any changes become effective when posted on the Website.