

## **TERMS OF USE OF THE WEBSITE**

of the ARS Humanitas Foundation

### **§ 1. General Information**

1. The website operated by the ARS Humanitas Foundation (hereinafter: the "Website") is of an informational, educational, and publishing nature.
2. The administrator of the Website and the entity providing electronic services is the ARS Humanitas Foundation with its registered office in Bielsko-Biała (hereinafter: the "Service Provider").
3. These Terms of Use set forth the rules for using the Website and the conditions for the provision of electronic services and electronic communication, in accordance with:
  - the Act on Providing Services by Electronic Means,
  - the Electronic Communications Law,
  - other generally applicable legal provisions.

### **§ 2. Scope of Website Services**

1. Through the Website, the Service Provider enables Users, in particular, to:
  - access content of a scientific, cultural, social, humanistic, and educational nature, including articles, commentaries, analyses, editorial materials, and information concerning the statutory activities of the Foundation;
  - review publications and publishing materials of the ARS Humanitas Foundation, including archival materials and information on events, projects, and initiatives carried out by the Foundation;
  - contact the Foundation via electronic means of communication, in particular through contact forms or e-mail addresses provided on the Website;
  - subscribe to a newsletter or other forms of electronic communication providing information on the activities of the Foundation, publications, events, or initiatives, exclusively upon the User's prior voluntary consent, in accordance with the Electronic Communications Law and separate information clauses.
2. The Website:
  - does not constitute a commercial platform or an online store within the meaning of applicable law;
  - is not a social networking service or a platform enabling the creation of public user profiles or the establishment of relationships between users;
  - does not enable the conclusion of sales or service contracts between Users.

3. Any special functionalities, including in particular:
  - sale of goods or services,
  - integration with external social media platforms,
  - provision of additional electronic services,

may be implemented solely on the basis of separate regulations or terms made available to Users in a clear and explicit manner.

### **§ 2a. Advertising and Website Monetization**

1. Advertising content provided by external advertising systems, in particular **Google AdSense** and **Google Revenue Manager**, may be displayed on the Website.
2. Technical support and management of monetization systems used on the Website are carried out by the **Fiducia Foundation**, with its registered office in Bielsko-Biała (KRS: 0000817648), which holds publisher accounts in these systems and is responsible for their configuration and settlements with advertising service providers.
3. Advertisements are displayed in accordance with the rules specified by advertising system providers and applicable legal regulations.

### **§ 3. Nature of the Agreement and Use of the Website**

1. Upon commencing use of the Website, an agreement for the provision of electronic services is concluded between the User and the Service Provider.
2. The agreement is free of charge and remains in effect for the duration of the User's use of the Website.
3. The User may discontinue using the Website at any time without submitting additional declarations.

### **§ 4. Rules of Electronic Communication (Electronic Communications Law)**

1. Electronic communication addressed to the User, in particular:
  - newsletters,
  - information regarding the Foundation's activities,
  - invitations to events,
  - information about publications,

is conducted solely after obtaining the User's prior consent in accordance with the Electronic Communications Law.

2. The consent referred to in section 1:
  - is voluntary and may be withdrawn at any time;
  - does not condition access to the content of the Website;
  - is granted separately for individual communication channels.
3. Organizational or technical communication necessary for the implementation of the Foundation's activities (for example, a response to an inquiry) may be conducted without separate consent if permitted by law.

### **§ 5. Personal Data and Digital Technologies**

1. The controller of Users' personal data is the ARS Humanitas Foundation.
2. The principles governing the processing of personal data, including purposes, legal bases, and Users' rights, are specified in the Privacy Policy available on the Website.
3. Information concerning the use of cookies, local storage, and similar technologies is contained in the Cookie Policy.
4. These Terms of Use serve an organizational function and do not replace information clauses or consents required under the GDPR and the Electronic Communications Law.

### **§ 6. Copyright**

1. Materials published on the Website, including in particular texts, articles, studies, commentaries, graphics, photographs, audiovisual materials, and other creative content (hereinafter: the "Materials"), constitute works within the meaning of the Act of 4 February 1994 on Copyright and Related Rights and are protected by law.
2. Economic copyrights to the Materials are held by the ARS Humanitas Foundation or other entities with which the Foundation has entered into appropriate agreements, including license agreements or agreements transferring economic copyrights. In the case of Materials originating from third parties, rights thereto belong to those entities unless explicitly stated otherwise.
3. Use of Materials made available on the Website is permitted only within the scope of permitted use provided by law, in particular:
  - the right of quotation, provided that the author and the source of the Material are indicated;
  - personal, non-commercial use.
4. Without the prior consent of the entitled entity, it is prohibited in particular to:
  - distribute the Materials, in whole or in part, for commercial purposes;
  - reproduce, modify, translate, or publicly make the Materials available on the Internet or elsewhere;

- use the Materials in publications, websites, social media, training materials, or promotional materials.
5. Obtaining consent to use the Materials beyond the scope of permitted use requires prior contact with the ARS Humanitas Foundation or another authorized entity, in accordance with the information provided on the Website.
  6. Use of the Website does not result in the acquisition by the User of any rights to the Materials, including economic copyrights or licenses, beyond the scope expressly permitted by law.

### **§ 7. Liability**

1. The Service Provider exercises due diligence to ensure the proper, secure, and up-to-date functioning of the Website, in particular by taking measures to ensure the continuity and reliability of access to the content.
2. The Service Provider reserves that the use of the Website takes place through the public Internet network; therefore uninterrupted and error-free access to the Website cannot be guaranteed.
3. The Service Provider shall not be liable for:
  - temporary unavailability of the Website, limitations in its functioning, or loss of access to content resulting from technical causes, IT system failures, maintenance work, force majeure, or other circumstances beyond the Service Provider's control;
  - consequences resulting from the use of the Website caused by improper functioning of devices, software, or telecommunication connections used by the User;
  - the manner in which the User uses the content of the Website, including decisions made on the basis of information or materials published on the Website.
4. Content published on the Website is informational, educational, or opinion-forming in nature and does not constitute legal, financial, medical, or other professional advice unless expressly stated otherwise.
5. The liability of the Service Provider toward Users who are consumers is not excluded or limited to the extent that such exclusion or limitation would be impermissible under mandatory provisions of law.

### **§ 8. Contact and Complaints**

1. The User may submit comments, inquiries, and complaints regarding the operation of the Website, in particular those related to content availability or the functioning of features, electronically to the e-mail address provided on the Website or through available contact forms.
2. A complaint should include at least:
  - a description of the reported issue;

- contact details enabling a response;
  - the date on which the issue occurred, if possible.
3. The Service Provider shall examine complaints within 14 calendar days from the date of their receipt, subject to section 4 below.
  4. If examination of the complaint requires additional actions or obtaining additional information, the period referred to in section 3 may be extended accordingly, of which the User will be informed.
  5. The response to the complaint will be provided electronically to the address indicated in the complaint or in another manner agreed with the User.
  6. The provisions of this section do not limit Users' rights arising from mandatory provisions of law.

### **§ 9. Final Provisions**

1. These Terms of Use enter into force on the date of their publication on the Website and apply to all Users using the Website from that date.
2. The Service Provider reserves the right to amend these Terms of Use in particular in the event of:
  - changes in applicable legal regulations;
  - changes in the scope or functioning of the Website;
  - introduction of new services or functionalities;
  - the need to adapt the Terms of Use to decisions, guidelines, or interpretations of competent public authorities.
3. Information about amendments to the Terms of Use will be published on the Website. The amended Terms of Use shall enter into force on the date of publication unless a different date results from the amendment.
4. Continued use of the Website after the publication of amendments constitutes acceptance of the amended Terms of Use, subject to mandatory provisions of law.
5. These Terms of Use do not limit or exclude Users' rights arising from generally applicable laws, in particular those concerning consumer protection, personal data protection, and electronic communications.
6. Matters not regulated herein shall be governed by the laws of Poland.
7. These Terms of Use are made available free of charge on the Website in a form enabling their retrieval, reproduction, and recording.