

## **TERMS AND CONDITIONS OF COOPERNICUS PLATFORM**

### **General provisions. Definitions. Contact details.**

#### **§ 1**

1. The administrator and operator of the Platform is Our Future Foundation with its seat in Gdynia.
2. The Copernicus Platform is an online platform of an educational, informational and social nature, whose aim is to build a broad community that unites scientists with business, professionals and other Poles living abroad.  
The activity of the Platform consists in the provision of Electronic Services as described in the Terms and Conditions.
3. The Platform is operational, is maintained by the Administrator and is made available in accordance with the Terms and Conditions. Users using the Platform are obliged to comply with the Terms and Conditions.

#### **§ 2**

1. The Terms and Conditions set out:
  - (a) the principles of operation and use of the Platform;
  - (b) rights and obligations of the Administrator and the Users concerning the use of the Platform;
  - (c) type and scope of Electronic Services;
  - (d) terms and conditions for the provision of Electronic Services;
  - (e) conditions for conclusion and termination of contracts for the provision of Electronic Services;
  - (f) the rules of use of Electronic Services, in particular the rules of use of the Forum and the rights and obligations of the Administrator and the Users in connection with Electronic Services;
  - (g) the complaint procedure relating to Electronic Services.

### § 3

1. The functionalities of the Platform made available to Users in accordance with the Terms and Conditions constitute Electronic Services. The Terms and Conditions specify in detail the scope and type of particular Electronic Services.
2. Through the Platform, the Administrator provides the following Electronic Services:
  - (a) User Account;
  - (b) Shared Content;
  - (c) Forum;
  - (d) Community Services.
3. The Electronic Services referred to in section 2 shall be accessible and divided into user profile interface and thematically into three zones accessible on the Platform:
  - (a) Knowledge Zone - containing Shared Content such as articles, podcasts, links to external publications and research findings;
  - (b) Community Zone - containing Shared Content and Community Services, allowing networking with researchers, professionals and students;
  - (c) Opportunities Zone - containing Shared Content and Community Services in the form of job and cooperation offers in Poland and abroad.

### § 4

- (1) The terms used in the Terms and Conditions in capital letters shall mean:
  - (a) **Platform** - a system of websites made available and operating under the domain address coopernicus.pl and sub-domains, with the use of which the Administrator provides Electronic Services;
  - (b) **Administrator** - Our Future Foundation with its registered seat in Gdynia (81-512), at 4 Inżynierska Street, holding NIP 5862352018, REGON, 385158300;
  - (c) **User** - any person who has the legal capacity to perform legal acts to the extent of allowing the use of the Platform and who makes use of the functionality of the Platform;
  - (d) **Logged-in User** - a User who has created a User Account through the User Registration procedure and, for the purposes of using the Platform, has logged into the User Account using the username and password designated for the User Account. A Logged-in User, according to the type of Account, may use the Platform as a researcher, professional/entrepreneur, student, institution (types of Logged-in User);

- (e) **Guest** - a User who is not a Logged in User;
- (f) **Consumer** - a natural person making a legal transaction with the entrepreneur, i.e. the Administrator, which is not directly connected to his/her economic or professional activity;
- (g) **User Registration** - a procedure constituting a functionality of the Platform, serving to create a User Account and thus to conclude an agreement for an Electronic Service in the form of a User Account, within the framework of which the User fills in the registration form, providing a login and password, which they will use to log in to the Platform, providing data, including personal data indicated in the registration form and making the appropriate statements. User registration allows different categories of Users to be registered;
- (h) **Electronic Services** - services mentioned in § 3 sect. 2 of the Terms and Conditions, provided through the Platform by the Administrator to the Users of the Platform, constituting all the functionality of the Platform addressed to the Users and constituting the provision of services by electronic means within the meaning of the Act on Provision of Electronic Services, i.e. the performance of a service provided without the simultaneous presence of the parties (at a distance), through the transmission of data at the individual request of the recipient of the service, sent and received by means of devices for the electronic processing, including digital compression, and storage of data, which is entirely transmitted, received or broadcast via a telecommunications network within the meaning of the Act of 16 July 2004. - Telecommunications Law;
- (i) **User Account (Account)**- a Service consisting of the provision of a group of IT functionalities of the Platform, serving to define and save the information individualising the User, allowing the use of all the functions of the Platform, according to the type of Account in question. The following types of Accounts are available on the Platform, differing in the range of available functionalities and access to Electronic Services: researcher, professional/entrepreneur, student, institution. A User Account is created for the User in the User Registration procedure;
- (j) **Shared Content** - Electronic Service constituting all the substantive content of the Platform, regardless of whether it has been made available by the Administrator or the User, in particular articles, as well as content posted within the Forum, such as comments, topics, posts, etc;

- (k) **Forum** - Electronic Service consisting of the provision of the Platform's functionalities enabling participation in a discussion group posted on the Platform by means of posting entries, comments, creation of threads, topics, etc.;
- (l) **Community Services** - Electronic **Services** consisting of the provision of Platform functionalities of a social nature, such as access to jobs/research (opportunities), the ability to create jobs/research (opportunities), access to the forum (community), having a business card (community), networking - follow (community), networking - add to friends (community), the ability to pin links to publications in the profile, the ability to send messages to friends;
- (m) **Act on provision of services by electronic means** - Act of 18 July 2002 on provision of services by electronic means (Dz.U.2020.344 t.j. of 2020.03.03 as amended);
- (n) **Consumer Rights Act** - the Act of 30 May 2014 on consumer rights (Journal of Laws 2020.287 t.j. of 2020.02.21.);
- (o) **Terms and Conditions** - these Terms and Conditions of the Platform available at [coopernicus.pl/resources/](http://coopernicus.pl/resources/)

2. The Administrator's details are as follows:

- (a) Name: Our Future Foundation
- (b) registered office: Gdynia
- (c) address: Gdynia (81-512), ul. Inżynierska 4
- (d) NIP 5862352018,
- (e) REGON, 385158300
- (f) register: District Court Gdańsk-Północ in Gdańsk, VIII Economic Division of the National Court Register, register of associations, other social and professional organisations, foundations and independent public health care centres KRS No. 0000819607
- (g) phone: 571 026 361
- (h) website address: [Coopernicus.pl](http://Coopernicus.pl)
- (i) e-mail address: [biuro@off.org.pl](mailto:biuro@off.org.pl).

### **User Account**

#### **§ 5**

1. A User Account constitutes an Electronic Service allowing the User to use the full range of functionalities of the Platform, including the use of functionalities restricted only to

Logged-on Users, according to the type of account. An Account is simultaneously a profile of a User, within which an appropriate business card of the User may be created.

2. The User Account Agreement is concluded in the User Registration procedure.
3. The User Account Agreement shall be terminated by the User using the option to delete the User Account or to remove the User Account by the Administrator according to his right.
4. The Logged in User, according to the type of Account and its functionalities, can have access to the following functionalities: access to articles (knowledge), possibility to submit an article (knowledge). possibility to leave a comment under the article, access to job offers/studies (opportunities), possibility to create job offers/studies (opportunities), access to forum (community), having a business card (community), networking - follow (community), networking - add to friends (community), possibility to pin links to publications in the profile, possibility to send messages to friends, possibility to save articles, forum threads, offers and preview the history of their activity on the Platform and notifications.

### **Shared Content**

#### **§ 6**

1. The Shared Content made available is an Electronic Service where the User can access and learn about the substantive content of the Platform, including that posted within the Forum.
2. Within the scope of the Shared Content, the User whose Account allows it, can contribute to the article. Such User agrees with the Administrator and the other Users that the data of the article's protagonists will remain visible to the Users even after deleting the Account.
3. Shared Content is also available to Guests. Guests can also view offers as well as leave comments under articles.

### **Forum**

#### **§ 7**

1. The Shared Content available on the Forum may be viewed by a Logged in User whose Account allows it.

2. Other functionalities of the Forum, such as entering new threads, topics, posts, replies, etc., are available for Logged Users according to the type of the Account.

## **§ 8**

1. Content posted by Users within the Forum is subject to moderation by the Administrator, according to the rules adopted by him.
2. The Administrator may apply both consequential and prior moderation.

## **§ 9**

The posting of content within the Forum is prohibited:

- (a) inciting hatred, including racial, religious or ethnic hatred, or promoting violence;
- (b) infringing copyright or rights of publicity;
- (c) infringing industrial property rights;
- (d) intentionally insulting, defaming or otherwise violating personal rights;
- (e) which constitute acts of unfair competition;
- (f) sharing personal data in a way that violates the law or constitutes a breach of protected secrets;
- (g) containing pornographic content;
- (h) promoting alcohol or drugs;
- (i) violating the rights of third parties or public morals.

## **§ 10**

1. By making a statement on the Forum, the User gives his/her consent to include the statement or its fragments in other publications of the Forum.
2. Any content submitted by Users within the Forum is open and publicly available to all Users. The User, by registering on the Platform, agrees to unlimited publication of their statements (e.g. topics, posts). The User has the right to edit their post/topic or delete it, as well as the right to delete their User Account, however, their posts may not be deleted due to their consent to their publication.
3. Pursuant to the provisions of the Act on Provision of Electronic Services the Administrator:
  - (a) shall not be responsible for stored data if it does not know of the unlawful character of the data or related activities and shall immediately deny access to such data if it has

received official notification or has reliable knowledge of the unlawful character of the data or related activities

- (b) which has received official notification of the unlawful nature of stored data provided by the User and has prevented access to such data, shall not be liable to the User for damages arising from the prevention of access to such data;
- (c) who has obtained reliable information on the unlawful nature of the stored data provided by the User and has prevented access to this data, shall not be liable to the User for damages resulting from the prevention of access to such data if he/she has promptly notified the User of his/her intention to prevent access to the data;
- (d) shall not be obliged to check the data transmitted, stored or accessed.

## **§ 11**

1. Content violating § 9 of the Rules may be removed by the Administrator, and in the case of prior moderation may not be approved for publication.
2. Notwithstanding sec1, for violations of § 9 of the moderation framework, a user may be deprived of the right to speak on the Forum for a certain amount of time or indefinitely (ban).

## **Community Services**

### **§ 12**

1. Through Community Services, the Platform's social features are available, such as access to jobs/research (opportunities), the ability to create jobs/research (opportunities), access to the forum (community), having a business card (community), networking - follow (community), networking - add to friends (community), the ability to pin links to publications in your profile, the ability to send messages to friends.
2. The Community Services are available to Logged-in Users, according to their Account type.
3. The Community Services also allow direct communication between Users, according to the functionalities of the Platform.

## **Use of the Platform**

### **§ 13**

1. The use of the Platform and its functionalities, including in particular the input of information in the User's Account and the detection of errors in that information and the correction of such errors shall be carried out with the aid of the relevant application - web browser (e.g. Microsoft Edge, Mozilla Firefox, Google Chrome, Opera , Safari etc.) or the relevant application allowing the use of the Platform on mobile devices.
2. It is forbidden for Users to provide content of an unlawful nature.
3. The technical requirements necessary to use the Platform are set out in § 18 of the Terms and Conditions.

## **Complaints concerning Electronic Services**

### **§ 14**

1. Complaints regarding Electronic Services may be submitted using the contact details referred to in § 4.2 of the Terms and Conditions.
2. In order to facilitate processing of the complaint referred to in section 1, it is suggested to provide the following information: name and surname, exact address (street, postal code, town), contact telephone, e-mail address, reason for the complaint.
3. The complaints procedure referred to in sec. 1 and 2 is a suggested procedure and in no way excludes or limits the legally permissible ways of submitting claims.

## **Right of withdrawal from the Electronic Service Contract**

### **§ 15**

1. The User, who is a Consumer, has the right to withdraw from the contract for Electronic Services concluded with the Administrator on the Platform, according to the principles specified in sections 2 - 5.
2. The User who is a Consumer shall have the right to withdraw from the contract referred to in sec. 1 without giving any reason. The withdrawal period shall be 14 days from the conclusion of the contract.
3. In order to exercise the right of withdrawal, the User who is a Consumer must inform the Administrator (Our Future Foundation with its registered office in Gdynia (81-512), at ul. Inżynierska 4, holding tax identification number (NIP) 5862352018, statistical number (REGON) 385158300, entered in the register of associations, other social and professional



organisations, foundations and independent public health care facilities of the National Court Register under number 0000819607, whose registration files are held at the District Court for Gdańsk-Północ in Gdańsk, 8th Commercial Division of the National Court Register, e-mail address: biuro@off.org.pl) of his decision to withdraw from the agreement by an unequivocal statement (for example, a letter sent by post, fax or e-mail).

4. Pursuant to art. 38 pt. 13 of the Consumer Rights Act (Journal of Laws 2014, item 827, as amended), the right to withdraw from the contract for the provision of digital content that is not recorded on a tangible medium concluded at a distance does not apply to the Consumer if the performance of the service began with his explicit consent before the expiry of the 14-day period for withdrawal from the contract and after the Administrator has informed him about the loss of the right to withdraw from the contract. The Administrator informs that the Platform and Electronic Services constitute the provision of digital content that is not recorded on a tangible medium, and therefore by proceeding to use the Electronic Service, the Consumer loses the right to withdraw from the agreement.
5. In the event of withdrawal, the contract shall be deemed not to have been concluded.
6. The provisions of this paragraph shall apply to a natural person concluding a contract directly related to his/her business activity, if it results from the content of this contract that it does not have a professional character for this person, in particular, resulting from the subject of his/her business activity made available on the basis of the provisions on the Central Register and Information on Business Activity.

### **Technical requirements for using the Platform**

#### **§ 16**

1. In order to use the Platform and Electronic Services correctly, the User must have:
  - (a) connection to the Internet;
  - (b) computer equipment and software having the functionality of a web browser enabling the display of HTML documents on the computer screen (e.g. Chrome, Mozilla Firefox, Google Chrome, Opera , Safari etc.) or a mobile device enabling the use of applications with the functionality of a web browser for mobile devices together with appropriate software. It is recommended to use current versions of browsers
2. Access to and use of the Platform is possible on operating systems platforms that allow for the use of the Internet and software with web browser functionality allowing for the display

of HTML documents on a computer screen, on any type of computer that meets the requirements of such operating systems and through any type of Internet connection using software with web browser functionality, such as Microsoft Internet Edge , Mozilla FireFox, Opera, Apple Safari (only MacOS version) and Google Chrome (only MS Windows version) or on mobile devices equipped with software allowing the Platform to be displayed on such devices, in particular applications with web browser functionality for mobile devices.

## **Final provisions**

### **§ 17**

1. The Platform and activities related to the use of the Platform are available in Polish and English.
2. The Terms and Conditions are made available to the User at the website <https://coopernicus.pl/resources/> prior to the conclusion of an agreement, and also - at the User's request - in a form that makes it possible to obtain, reproduce and record the content of the Terms and Conditions by means of an ICT system used by the User, in particular by downloading, copying, saving to disk and printing.
3. The Terms and Conditions are an integral part of the agreement for Electronic Services concluded via the Platform.
4. The User has the right to lodge a complaint referred to in the Rules and Terms and Conditions, as well as to make use of other claims resulting from legal Terms and Conditions. The user has the right to use the out-ofcourt ways of claiming, including in particular:
  - (a) mediation, including, in the case of a User who is a Consumer, mediation by mediators acting at the Trade Inspection;
  - (b) arbitration courts, including, in the case of a User who is a Consumer, permanent arbitration courts at the Trade Inspection;
  - (c) in the case of a User who is a Consumer, to seek the assistance of municipal or district consumer ombudsmen;
  - (d) if the User is a Consumer, to use the platform of the Internet dispute resolution system between consumers and traders at the EU level (ODR platform) available at <https://webgate.ec.europa.eu/odr/>

5. The Terms and Conditions may be amended by the Administrator. Disclosure of the amended Terms and Conditions takes place according to clause 2 and applies to agreements for Electronic Services concluded after its disclosure. In relation to continuous Electronic Services, if the Terms are changed during their term, the changes to the Terms bind the User to whom these Services apply, if he/she does not terminate the agreement for these Services within 14 days from the date of making the change to the Terms available. Changes to the Terms and Conditions may concern, in particular, limitation of services, introduction of new services, introduction of payments.
6. All Content included in the Platform, as well as all materials available on the Accompanying Website that constitute works within the meaning of the Act on Copyright and Related Rights of 4 February 1994 (Journal of Laws 1994 No. 24, item 83, as amended) are subject to the protection provided by that Act and may not be downloaded, copied, distributed or otherwise used without the permission of the copyright holder.
7. In matters not regulated herein, the provisions of the Civil Code, the provisions of the Act on Rendering Electronic Services, the provisions of the Act on Consumer Rights and other generally applicable provisions of Polish law shall apply.