

# **TERMS AND CONDITIONS FOR THE PROVISION OF ELECTRONIC SERVICES OF THE TRY IT FOUNDATION**

## **Article 1. General**

1. These Terms and Conditions define the rules for the provision of services by electronic means by the TRY IT Foundation with its registered office in Krakow at Al. A. Mickiewicza 30, 30-059 Krakow, entered into the Register of Entrepreneurs of the National Court Register and the Register of Associations, Other Social and Professional Organizations, Foundations and Independent Public Health Care Institutions KRS 0000859303, NIP 6772456275, REGON 387052706, hereinafter referred to as the "Foundation".
2. The Terms and Conditions define the rules for the use of electronic services provided by the Foundation, including the rights and obligations of Users and the rules for the processing of personal data.
3. The legal bases of the Terms and Conditions include in particular:
  - a. the Act of 18 July 2002 on the provision of services by electronic means,
  - b. the Act of 30 May 2014 on consumer rights,
  - c. the Act of 16 July 2004 on Telecommunications Law,
  - d. the Act of 23 April 1964 on the Civil Code,
  - e. the Act of 10 May 2018 on the protection of personal data,
  - f. Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR),
  - g. the Act of 4 February 1994 on Copyright and Related Rights.

## **Article 2. Definitions**

1. For the purposes of the Terms of Reference, the following definitions shall apply:
  - a. "Foundation" or "Service Provider" – TRY IT Foundation.
  - b. "User" – a natural person, legal entity or organizational unit using the Foundation's electronic services.
  - c. "Website" or "Site" – the official website of the Foundation available on the Internet.
  - d. "Electronic Services" – services provided electronically by the Foundation, including the provision of application and registration forms, the possibility of signing up for events and projects, the handling of electronic communication and the provision of informational and educational content.
  - e. "Electronic Form" – a tool available on the Website enabling the transfer of data to the Foundation.
  - f. "ICT System" – a set of devices and software used for data processing and storage and electronic communication.
  - g. "Agreement for the provision of services by electronic means" – a legal relationship arising between the Foundation and the User as a result of using the Services.
  - h. "Personal Data" – information about an identified or identifiable natural person, processed by the Foundation in connection with the use of the services.
  - i. "Cookies" – IT data stored on the User's end device for the purpose of proper operation of the Website.

## **Article 3. Scope of services**

1. The Foundation provides services by electronic means, including in particular:
  - a. providing application and registration forms,
  - b. enabling registration for events, projects and activities of the Foundation,
  - c. handling electronic communication,
  - d. presenting informational and educational content.
2. Detailed rules for the use of selected services may be specified in separate regulations published by the Foundation.

#### **Article 4. Terms of service**

1. The use of the services requires a device with Internet access and an up-to-date web browser enabling cookies and JavaScript.
2. The User undertakes to use the services in accordance with the law, good manners and the provisions of the Terms and Conditions and not to transmit illegal content.
3. The Foundation may restrict access to services in the event of technical work or in situations that threaten the security of the system, termination of registration/registration for the event.

#### **Article 5. Processing of personal data**

1. The administrator of personal data is the TRY IT Foundation with its registered office in Krakow.
2. Personal data is processed in accordance with the GDPR and the Personal Data Protection Act, solely for the purpose of providing services, handling requests and contacting the User.
3. Detailed rules for the processing of personal data are specified in the Privacy Policy available on the Website.

#### **Article 6. Cookies policy**

1. The Foundation's website may use cookies to ensure the proper operation of the Website, security, keeping statistics and adjusting the functionality.
2. Detailed information on cookies can be found in the Privacy Policy.

#### **Article 7. Responsibility**

1. The Foundation endeavours to ensure that the services are provided in a continuous and safe manner, but is not responsible for interruptions or difficulties resulting from independent causes, such as technical failures, actions of third parties or force majeure.
2. The Foundation shall not be liable for damages resulting from the use of services in a manner inconsistent with the Terms and Conditions.

#### **Article 8. Complaints and returns**

1. Complaints regarding services provided electronically may be submitted to the Foundation's e-mail address or in writing to the Foundation's correspondence address.
2. The complaint should contain the User's data, a description of the problem and the date of its occurrence.

3. The Foundation considers complaints within 14 days of their receipt and informs the User about the manner of their settlement.
4. The User may withdraw from the sales contract within 14 days without giving a reason and without incurring costs.
5. The Foundation is obliged to reimburse the costs related to the User's resignation within 14 days

#### **Article 9. Termination of services**

1. The User may terminate the use of the services at any time by ceasing to use the Website or services.
2. The Foundation may terminate the provision of services to a User who violates the law or the Terms and Conditions.

#### **Article 10. Final provisions**

1. The Foundation reserves the right to make changes to the Regulations.
2. Changes shall enter into force upon publication on the Website.
3. In matters not regulated by these Terms and Conditions, the provisions of generally applicable law shall apply.