

Terms and conditions for provision of services by electronic means Impact'24

Implementing provisions of the Act of 18 July 2002 on the provision of services by electronic means (Journal of Laws of 2020, item 344, as amended), Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (Official Journal of the EU.L No. 119, p. 1), hereinafter: the GDPR, the Act of 16 July 2004 Telecommunications Law (i.e. Journal of Laws of 2022, item 1648, as amended) The IMPACT FOUNDATION with its registered office in Warsaw (00-193), hereinafter referred to as the "Service Provider", introduces these Terms and conditions, specifying in particular the types and scope of services provided by electronic means, the conditions for provision of these services, including technical requirements and prohibitions on delivery of unlawful content, the procedure for complaints and the conditions for sending commercial information.

Chapter 1

General provisions

1. Definitions of terms used in the Terms and conditions:
 - a. **The Act** - the Act on provision of services by electronic means of 18 July 2002 (i.e. Journal of Laws of 2020, item 344 as amended);
 - b. **Services provided by electronic means** - services, the performance of which is carried out by sending and receiving data via ICT systems, at the individual request of the Service Recipient, without the simultaneous presence of the parties, whereby the data are transmitted via public networks within the meaning of the Telecommunications Law;
 - c. **Means of electronic communication** - technical solutions, including tele-information devices and cooperating software tools, enabling individual communication at a distance by means of data transmission between tele-information systems, and in particular electronic mail;
 - d. **Service Provider** - the IMPACT FOUNDATION with its registered office in Warsaw (00-193), at 3A Stawki street, prem. 47, entered in the register of entrepreneurs and the register of associations, other social and professional organisations, foundations and independent public health care establishments under KRS no: 0000611651, having NIP no. 9452193485 and REGON no. 364168520, tel. +48453404302, e-mail: contact@impactcee.com, further also: Impact);
 - e. **Service Recipient** - an entity using the Service Provider's services who is a party to a service agreement being a natural person, legal person or organisational unit without legal personality, who undertakes to comply with these Terms and conditions;
 - f. **Impact CEE Website** - the Service Provider's Website available at: <https://impactcee.com/pl/start/> i and its sub-domains. The Website acts

as an IT infrastructure enabling the Service Recipient to access the content of Impact'24, which is made available by the Service Provider.

- g. **Congress** - an annual event organised by the Service Provider, participation in which (both onsite and online) is only possible by registering for the event and creating an Account at: pass.impactcee.com. The Terms and conditions of the Impact'24 edition are available at: [https://impactcee.com/Terms Conditions Impact 24 ENG 06 05 2024.pdf](https://impactcee.com/Terms%20Conditions%20Impact%2024%20ENG%2006%2005%202024.pdf)
 - h. **Account** - an individual account maintained by the Service Provider for the Service Recipient, under an individual login, which is a collection of resources in which data concerning the Service Recipient is stored. Creation of an Account is necessary in order to participate in the Congress;
 - i. **Newsletter** – an ordered service provided by the Service Provider via electronic mail (e-mail), which enables all Service Recipients using it to automatically receive cyclical content from the Service Provider containing commercial information about Impact events (future editions of the Congress), including discounts on tickets, industry news, reports and the latest publications on, innovation and technological surveys, available to all Service Recipients at: <https://impactcee.com/newsletter/> and for Service Recipients creating an Account at <https://pass.impactcee.com/purchase/18/create-account> (commercial and promotional information)
 - j. **Requested Commercial Information** - information contained in the Service Recipient's Newsletter, which the Service Recipient has consented to receive by registering in the Service Provider's computer system, in particular by providing an electronic address identifying him/her for this purpose. Provision of an e-mail address - consent to receive commercial information from the Service Provider by means of electronic communication pursuant to Article 172 of the Act - Telecommunications Law and Article 10 of the Act on Provision of Electronic Services.
 - k. **Impact On-line Platform** - the Congress platform where, for the participants of the Congress, live streaming as well as recordings of the Congress are available, available at: <https://online.impactcee.com/>
 - l. **Mobile application** - software installed voluntarily on the mobile device (smartphone or tablet) of the Service Recipient who has registered for stationary participation in the Congress. The mobile application does not enable the purchase of a ticket for the Congress. The terms and conditions for the use of the mobile application are available at:
 - i. <https://www.brella.io/attendee-terms>
 - ii. <https://www.brella.io/privacy-notice>
 - m. **Contact form** - functionality of the Website enabling easy on-line contact with the Service Provider, dedicated to potential Congress Partners, available at: <https://impactcee.com/pl/zostan-partnerem/>
 - n. **Terms and Conditions** - these Terms and conditions, which govern the provision of services electronically via the Website, including in particular the rights and obligations of Service Recipients, technical requirements related to the use of the Website, as well as the rights and obligations of the Service Provider
2. By agreeing to comply with these Terms and conditions, you fully accept the conditions contained herein.

Chapter 2

Types and scope of electronic services provided

1. The Service Provider provides services by electronic means, i.e. makes available the service including:
 - a. **Accounts** - registration of participation in the Congress,
 - b. **Impact On-line Platform** - on-line participation in the Congress and access to the recordings,
 - c. **Newsletter** - ordered information about the Congress and its future editions,
 - d. **Contact form** - answering questions.
2. The service provider may also provide services on the basis of separate agreements, the subject of which is the provision of electronic services.

Chapter 3

Account

1. The Service Provider provides an Account service which enables registration on the Website, purchase of a ticket and participation in the Congress (according to the type of ticket purchased online and or stationary).
2. Registration for participation in the Congress is made via the Registration Form, located on the website of the Impact Organiser <https://impactcee.com/> under the tab "Buy ticket for Impact'24".
3. The Congress participant chooses in which form they wish to attend the Congress, by selecting the "Attendee" field - attendance at a stationary event, or "Digital Access" - digital access to the Impact Online Platform.
4. By selecting the option to attend a stationary event "Attendee", depending on the period in which the Service Recipient registers for the Congress, the corresponding ticket price will be adjusted for him/her. The Service Recipient then chooses the number of tickets to be purchased and has the option, each time, to voluntarily support the tree planting programme with Impact in the amount of PLN 30 by selecting the check box "Compensate your carbon footprint and plant a tree with us!", in which case the ticket price is automatically increased by the amount indicated.
5. The functionality of purchasing a congress ticket has been integrated with PayU - a payment gateway that supports fast bank transfers, credit card and BLIK payments, as well as the wfirma.pl system, which is used for bookkeeping - VAT invoices and proformas are issued.
6. In the next step, the Service Recipient creates an Account by providing the following personal data: e-mail address, first name, surname, telephone number and a unique password to log in. Creation of an Account is necessary to participate in the Congress.
7. Providing login data: Your e-mail (Login) and Password entitle you to access the Account. The Service Recipient is obliged to protect the password and must not make it available to third parties. The Account is not transferable. The Service

Recipient is obliged to keep up to date his/her personal data provided within the framework of the Account, which is necessary for the provision of services.

8. Successful approval of the registration form by accepting the field "Create Account" by the Service Recipient is the moment of creating an Account and concluding an agreement between the Service Recipient and the Customer for provision of services by electronic means, the object of which is to make available the functionality of the Account, in accordance with the principles as set out in the Terms and conditions.
9. Logging into the Account is possible after providing the e-mail address used during the registration process and the Customer's password.
10. A Service Recipient who has forgotten his/her Account password shall be provided with a password reminder function. After choosing the password reminder option, the e-mail address used during the registration process in the Shop shall be entered in the relevant field. A link to the password change form will be sent to this e-mail address of the Service Recipient.
11. The Service Provider, in addition to the paid participation in the Congress, also offers the possibility of free participation, which is intended, among others, for media representatives, speakers, partners, employees of the Service Provider involved in the organisation of the event and other persons to whom a 100% discount code for participation in the Congress has been made available. Registration for the Congress and creation of an Account are also prerequisites for free participation in the Congress.
12. The Service Recipient's Account is individual, which means in particular that it may not be transferred to any third party without the prior consent of the Service Provider, expressed in writing under pain of invalidity.
13. In the event that the Service Recipient allows third parties to access his/her Account, in particular by providing the login and password for the Account or by improperly securing the login and password against access by third parties, the Service Recipient shall be liable for the acts and omissions of such third parties as for his/her own acts or omissions. In addition, in such an event, the Service Provider shall not be liable for any damage possibly suffered by the Service Recipient as a result.

Chapter 4

Termination of the Account service

1. The Service Recipient may terminate the Agreement for provision of the Account at any time with immediate effect by sending such notice of termination to the Service Provider's email address set out in Chapter I, (1) (d). The termination is effective upon receipt by the Service Provider.
2. The Service Provider may terminate the Agreement for provision of an Account at any time with immediate effect in the event of a gross or culpable breach by the Account holder of the provisions of these Terms and conditions or the occurrence of any other justifiable reason which makes continuation of the Agreement for provision of services by electronic means impossible.

3. The Service Provider shall delete the Account upon receipt of the request referred to above without undue delay, in any case within a period of no more than one month from the date of receipt of the request.

Chapter 5

Impact On-line Platform

1. Upon registration for an event, the Service Provider shall gain access to the Impact On-line Platform.
2. The launch of the Platform will take place no later than 14 May 2024.
3. Through the Impact On-line Platform, Service Recipients attending the Congress in on-line form have access to video streaming (Vimeo) and live streaming of the Congress.
4. Through the Impact On-line Platform, all Service Recipients participating in the Congress, both stationary and on-line, have the possibility to replay the event recordings uploaded to the Platform after the Congress.
5. The content made available on the Platform may be broadcast in real time or delayed. The selection of content is at the discretion of the Service Provider; in particular, the Service Provider does not guarantee that all or specific content from Impact'24 will be available on the Platform.
6. Logging in to the Platform, after registering for the Congress, is possible using the participant's email address (Login) and ticket number.
7. After the Congress, recordings of the event will be available to Service Recipients, up to 90 days after the end of the event.

Chapter 6

Newsletter

1. Use of the Newsletter service is possible by giving appropriate consent (ticking the checkbox), after providing in the tab visible on the Site Impact CEE: e-mail address, name and selecting the "SUBSCRIBE" box ([Newsletter - ImpactCEE](#)) or by giving appropriate consent (ticking the check box) when registering an Account on the Website.
2. The Service is provided free of charge for an indefinite period of time until the consent is withdrawn or the Newsletter is discontinued. Resignation from the Newsletter is possible by sending an appropriate request to the Service Provider, in particular by e-mail to: contact@imapctcee.com or in writing to the Service Provider's address. Resignation is tantamount to termination of the Agreement for electronic provision of services concerning the Newsletter.

Chapter 7

Contact form

1. The Service Provider also provides a service to answer questions related to the Congress, dedicated primarily to partners/potential partners.
2. The Service Recipient, through the contact form, can direct the relevant message to the Service Provider, indicating his/her name, e-mail, subject of the question and its content.
3. The Service Provider will endeavour to respond to the question within a maximum of 72 hours, excluding public holidays and Saturdays.
4. The Service Provider reserves the right not to answer the Service Recipient's question, if the Service Recipient has indicated an incorrect e-mail address in the contact form, preventing the Service Provider from sending the message.
5. Providing answers to questions is free of charge.

Chapter 8

Technical rules of using the Website

1. In the event that it proves necessary or expedient to ensure the smooth functioning of the Website, the Service Provider may send information or communications of a technical or procedural nature to the Service Recipients, which are not of a commercial nature within the meaning of the Act.
2. Should this prove necessary or expedient, the Service Provider is entitled to carry out technical or maintenance work on the Website, including that which may cause temporary difficulties or disable the operation of the Website or certain its elements or functionalities, as well as prevent or restrict access to the content stored on the Website.
3. The following technical requirements must be met in order to use the Website:
Use of a computer, laptop or other multimedia device with Internet access with a web browser version of at least:
 - Chrome – 51,
 - Edge – 15,
 - Safari – 10,
 - Firefox – 54,
 - Opera – 38.
4. Minimum internet connection speed for one device - 20 Mb/s.
5. Taking into account continuous changes in software supplied by third parties, the Service Provider is entitled to introduce changes to technical requirements not affecting the scope of possibilities of using the Website, in particular changes consisting in updating the version of browsers necessary for proper operation thereof. Such an update shall not constitute an amendment to these Terms and conditions.
6. Costs arising from the use of means of distance communication (Internet connection, SMS, telephone calls) to use the Website shall be borne by the Service Recipient.

7. The Service Provider shall not train the Service Recipient on the use of the Website, including its individual elements or functionalities, and it is the Service Recipient's responsibility to familiarise himself/herself with the principles of its operation.

Chapter 9

Conditions for provision of services by electronic means

1. The Service Provider shall provide services to the Service Recipient to the extent and under the conditions as specified in these Terms and conditions or an individual offer, if such has been submitted and accepted by the Service Recipient.
2. The Service Recipient undertakes to comply with these Terms and conditions.
3. The recipient is obliged to use the website of the Service Provider and the services made available in a lawful manner, respecting the personal rights and copyrights and intellectual property rights of the Service Provider and third parties.
4. The Service Recipient is obliged to refrain from:
 - a. misusing of electronic means of communication, in particular by causing a disturbance or overload of the Service Provider's ICT systems or those of other entities participating directly or indirectly in provision of services by electronic means,
 - b. actions aimed at testing the possibility of breaking or bypassing the Service Provider's ICT systems' security, as well as any other actions that lead to gaining unauthorised access to all or part of the Service Provider's ICT systems,
 - c. using the services provided by the Service Provider in a manner contrary to the generally applicable law, good morals or the legitimate interests of the Service Provider,
 - d. making login data for services provided by the Service Provider available to unauthorised persons,
 - e. provision by or to the Service Provider's ICT systems content that violates the welfare of third parties, generally accepted social norms or is inconsistent with generally applicable laws, or their introduction or dissemination through the Service Provider's ICT systems constitutes a violation of generally applicable laws.
5. The Service Recipient agrees to indemnify the Service Provider against any costs or liability relating to the content provided by the Service Recipient to or through the Service Provider's IT systems in violation of paragraph 4(e) above, in particular in the event of claims made against the Service Provider by third parties.
6. The Service Provider shall not be obliged to check the transmitted, stored or accessed content that has been entered by the Service Recipient into the Service Provider's IT systems. If the Service Provider obtains reliable information or official notification of the unlawful nature of such content or related activities, the Service Provider may remove such content and/or suspend the Service Recipient's access to the services provided. In such a case, the Service Provider shall not be liable for removal of the content referred to in this paragraph or for suspension of access to the services on the basis of this paragraph.

8. It is forbidden for Service Recipients to take any action or commit any omission by Service Recipients that could impair or limit the correct or efficient functioning of the Website, lead to an excessive load or overload on the Website or otherwise interfere with the correct or efficient functioning thereof.
9. It is prohibited to introduce or allow the introduction of any harmful elements into the Website, including software or source codes, in particular computer viruses, so-called Trojans or keyloggers, or software designed to send unsolicited information (SPAM).
10. The Service Provider undertakes to maintain confidentiality of all information, including personal data entered by the Service Recipients into the Service Provider's ICT system, except in the following cases:
 - a. the information is publicly available or publicly known, unless it has become publicly available or publicly known as a result of a breach of law or contractual obligations between the Service Provider and the Service Recipient;
 - b. disclosure is required by provisions of generally applicable law,
 - c. prior consent to disclosure is given by the Service Recipient.
7. The Service Recipient is obliged to enter factually correct data.
8. In the event that the Service Provider becomes aware of credible information that the Service Recipient is in breach of common law or these Terms and conditions, irrespective of the possibility of taking other measures under common law or these Terms and conditions, the Service Provider shall be entitled to:
 - a. block the Service Recipient's access to the Website;
 - b. delete the Service Recipient's Account;
 - c. refuse to create another Account for that Service Recipient.
9. In the event that the rights referred to in paragraph 8 are exercised, the Service Provider shall inform the Service Recipient by sending the relevant information to the e-mail address provided within 3 days of the occurrence of such circumstances.

Chapter 10

Complaints

1. Complaints related to provision of electronic services by the Service Provider may be submitted in writing to the Service Provider's address or in electronic form via e-mail to: contact@impactcee.com. It is recommended that the Service Recipient provide in the description of the complaint: information and circumstances concerning the subject of the complaint, in particular the type and date of occurrence of the irregularity; the Service Recipient's request and contact details of the complainant.
2. The Service Provider shall consider complaints without delay, but no later than within 14 days, counting from the day the complaint was lodged. If the complaint cannot be considered within this timeframe, the Service Provider shall notify the complainant within this timeframe of the reasons for the delay, as well as the expected necessary timeframe for consideration of the complaint.

Chapter 11

Specific risks associated with the use of the service provided by electronic means

1. The use of electronically provided services involves the risk of the computer system being infected by unwanted software, including software whose sole purpose is to cause damage.
2. In order to avoid the risks of unwanted infection of the IT system, it is recommended to install anti-virus software on the computer used by the Service Recipient. It is recommended that the anti-virus software is continuously updated as soon as installable updates are released.
3. In addition, it is recommended that the Service Recipient has a firewall running on his/her computer.
4. In addition to the dangers resulting from the infection of the IT system, hacker attacks are among the possible threats. The Service Provider declares that it employs safeguards to prevent or significantly impede hacking into the Service Provider's Website.

Chapter 12

Principles of personal data processing in connection with the provision of electronic services

The rules for processing personal data in connection with the provision of electronic services are set out in the Privacy Policy document available at: <https://impactcee.com/privacy-policy/>

Chapter 13

Transitional and final provisions

1. Notwithstanding the provisions of the Terms and conditions, the Service Recipient is obliged to comply with the information and communications sent by the Service Provider, if they relate to technical rules, security or ensuring the correctness or efficiency of the use of the Website.
2. The Service Provider reserves the right to make changes to the Terms and conditions for important reasons, i.e. in particular changes to the law to the extent that these changes affect implementation of the provisions of these Terms and conditions.
3. Any changes to these Terms and conditions will be communicated to the Service Recipient through a system message disclosed at his/her first logon to the Account from the date of the changes to the Terms and conditions or through correspondence sent to the e-mail address assigned to the Service Recipient's Account.