

Terms and Conditions of the "Impact Online" website

§1 [General provisions]

1. These Terms and Conditions ("**Terms**") regulate the principles of providing services electronically by means of the Website, including in particular the rights and obligations of Website users, technical requirements related to the use of the Website, as well as the rights and obligations of the Service Provider.
2. The Regulations have been drawn up on the basis of Article 8.1.1 of the Act of 18 July 2002 on the provision of services by electronic means, hereinafter referred to as the "**Act**".
3. The basis for determining the rights and obligations of the Service Provider and the User shall be these Terms.
4. Notwithstanding the provisions of the Terms, the User is obliged to comply with the information and communications sent by the Service Provider if they relate to technical rules and security or are intended to ensure the correctness or efficiency of the use of the Site.
5. The Service Provider, in providing services via the Site and the Application, assumes that:
 - a. Users shall act in a lawful manner;
 - b. Users shall use the Site in a manner consistent with its purpose and intended use;
 - c. Users make accurate and truthful statements and assurances, as well as provide accurate and truthful information;
 - d. in the event of outdated or subsequently untruthful information or data provided by Users, they shall update or correct it immediately, but no later than within 5 days from the occurrence of the circumstance resulting in providing of the outdated or untrue content in question;
 - e. Users have familiarized themselves with the content of these Terms and the communication and/or information directed to them and shall act on the basis of all of the aforementioned and in a manner consistent with their content and provisions.

§2 [Definitions]

The following definitions are introduced and shall apply throughout these Terms:

1. "**Impact'24**" - the congress organized by the Service Provider under the name "Impact'24", which will be held on May 15 - 16, 2024 on the grounds of the Poznań International Fair, at the Poznań Congress Center, ul. Głogowska 10, 60-734 Poznań;
2. "**Account**" - an individual account maintained by the Service Provider for the User ("User Account"), under an individual login, which is a collection of resources, in which data concerning the User is collected.
3. "**Impact'24 Terms and Conditions**" - the terms and conditions of Impact'24, available at: https://impactcee.com/Terms_Conditions_Impact_24_ENG_06_05_2024.pdf
4. "**System**" - the "Impact Online" IT system, available at: <https://online.impactcee.com/>), which allows access to content provided both in real time (so-called live streaming) and 'on demand', and concerning Impact'24;
5. "**Service Provider**" - IMPACT FOUNDATION with its registered office in Warsaw (00-193), at ul. Stawki 3A/47, entered in the Register of Entrepreneurs and in the Register of Associations, Other Social and Professional Organizations, Foundations and Independent Public Health Care Institutions under KRS no.: 0000611651, with NIP no. 9452193485 and REGON no. 364168520

6. **"User"** - a person who has gained access to the System, using the System after logging into the Account.

§3

[Scope of access to the System]

The System may only be accessed by Users.

§4

[Technical rules of using the System]

1. The Users are obliged to use the System for its intended purpose.
2. The Users are forbidden from taking any actions (including omitting activities) which could violate or restrict proper or efficient System operation, lead to overburdening or overloading it, or otherwise interfere with proper or efficient System operation.
3. It is prohibited to introduce or allow the introduction into the System of any harmful elements, including software or source codes, especially computer viruses, trojans, keyloggers or SPAM.
4. In case it is necessary or advisable to ensure the smooth operation of the System, the Service Provider may send the Users information or messages of technical or procedural nature, which do not meet the definition of commercial information as it is specified in the Act.
5. Should it be necessary or expedient, the Service Provider is authorized to carry out technical or maintenance work on the System, including that which may cause temporary difficulties or disable the operation of the System or some of its elements or features, as well as prevent or restrict access to the content stored on the System.
6. In order to use the System, it is necessary to meet the following technical requirements:
 - Use of a web browser version that is no earlier than:
 1. Chrome - 51,
 2. Edge - 15,
 3. Safari - 10,
 4. Firefox - 54,
 5. Opera - 38.
 - Minimum speed of web connection for one device - 20 Mbps.
7. Taking into account the constant changes in the software provided by third parties, the Service Provider is entitled to make changes to the technical requirements that do not affect the range of possibilities available when it comes to using the System, in particular the changes related to requiring browser version updates to enable the proper operation of the System. These types of updates shall not constitute a change in the Terms.
8. The Service Provider does not provide any hardware or software that may be necessary for proper use of the System. In case the User tries to access the system with software or devices which do not meet the technical requirements described in these Terms, he/she may experience irregularities or other technical inconveniences, for which the Service Provider is not responsible.
9. Costs related to the use of remote communication channels (web connection, text messages, telephone calls) in order to use the System shall be borne by the User.
10. The Service Provider does not train the Users how to use the System, including its particular elements or features, so the User is obliged to learn how to use the System on their own.
11. The Service Provider shall keep the Users informed about current information on specific risks related to the use of the System:
 - Using services provided electronically involves risks related to infecting the User's devices with unwanted software, including those whose sole purpose is to cause harm,

- In order to avoid the risks associated with unwanted infection of the computer system, it is recommended to install antivirus software on the device utilized by the User. It is recommended that the antivirus software be continuously updated, as soon as installable updates are released,
 - It is recommended that the User has a system firewall running on the computer,
 - It is recommended that the User use only software from legal sources.
- 12.** The Service Provider informs the User about the following features and purposes of software or data that are not a component of service content, introduced by the Service Provider into the information and communication system used by the Service Recipient:
- Cookies:
 1. Google Analytics cookies - collecting visitor, session and campaign data, as well as tracking site usage for analytical reports. Cookies store information anonymously and assign a randomly generated number to recognize unique visitors,
 2. Google Remarketing cookies - marketing purposes, including displaying ads tailored to the User's preferences or sharing information about the User's preferences with other entities displaying or ordering advertising on the Internet,
 3. doubleclick.net files - may embed content, such as images, ads or text, from other sites. These sites may save data on the User's device.
- 13.** The Website does not collect any information automatically, except for the information contained in cookies.
- 14.** The Website uses cookies stored by the web browser used by the User on his/her final device (e.g. computer, tablet, phone). Pursuant to Article 173 (3) of the Act on Telecommunications Law, we install on the User's final device the cookies necessary for operation of our Website, other types of files are stored only with the User's consent.
- 15.** Cookies used on the Website are primarily used for statistical purposes (determining the number of Users and how they use the Website), and also to adapt the content of the Website to User preferences and to optimise use of the Website, in particular these files enable recognition of the Website User's device and appropriate display of the Website content tailored to his/her individual needs, as well as maintenance of the Website User session (after logging in).
- 16.** In addition to the essential cookies installed when visiting the Website, the User can manage the other types of files himself/herself, at any time changing them through his/her browser settings or deleting them altogether. Changes to browsers are possible via the links below and in accordance with the instructions contained therein:
- Google Chrome
 - Safari (macOS)
 - Mozilla Firefox
 - Microsoft Edge
 - Microsoft Internet Explorer
 - Opera

Mobile devices:

- Google Chrome (Android)
- Google Chrome (iOS iPhone)
- Apple Safari (iOS iPhone)
- Mozilla Firefox Mobile (Android)
- Samsung Internet (Mobile)

§5

[Prohibition of illegal actions or omissions]

1. Notwithstanding any other provisions of these Terms, Users are obliged to refrain from taking any actions, as well as to refrain from any omissions contrary to generally applicable laws.
2. In particular, it is prohibited to:
 - a. introduce or allow the introduction into the System of any content that is illegal or may violate the law;
 - b. introduce or allow to introduce into the System of any content that violates rights or personal rights of any third party;
 - c. introduce or enable the introduction into the System of any content that violates legally protected secrets of any third party, including in particular their business secrets;
 - d. introduce or allow the introduce into the System of any content obtained by the User in an illegal way;
3. Notwithstanding the provisions of §5.1 and §5.2 of these Terms, it is also prohibited to introduce or allow the introduction into the System of:
 - a. any content that is inconsistent with good matters or the generally accepted system of values, in particular any content related to third parties that makes fun, discredits, may offend their dignity or undermine their market position;
 - b. any content containing violence, pornography, promotion of drugs or other illegal substances, inciting to commit crimes, or promoting gambling.

§ 6

[Sanctions for violation of the rules of using the System]

1. Notwithstanding other provisions of these Terms, as well as the possibility to apply other measures provided for by law, in the event that the User violates the rules of using the System, particularly those referred to in §4 and §5, the Service Provider is entitled to remove from the System the forbidden content, which the User introduced or enabled the introduction of, without separate notification to the User or demanding that User personally remove the violation.
2. In case the Service Provider receives reliable information about the User's violation of generally applicable laws or these Terms, regardless of the possibility to apply other measures resulting from the provisions of generally applicable laws or these Terms, the Service Provider shall be entitled to:
 - a. block the User's access to the System;
 - b. delete the User's Account;
 - c. refuse creating another Account for this User.
3. In case of exercising the rights referred to §6.1 and/or §6.2 the Service Provider shall inform the User by sending the relevant information to the provided e-mail address within 3 days of the occurrence of such circumstances.

§ 7

[Services provided through the System]

1. The System serves as an IT infrastructure that allows Users to access the content of Impact'24, which is provided by the Service Provider.
2. The content referred to in §7.1 may be made available both in real time and 'on demand'. The selection of content is determined by the Service Provider; in particular, the Service Provider does not guarantee that all or any specific content from Impact'24 will be available within the System.
In order to use the services described in paragraph §7.1 & §7.2, the User is required to log in to the Account made available to him/her by the Service Provider. After logging

in, the User gains access to the broadcast coverage of the speaker appearances taking place during Impact'24, and after the event - to the recordings of these appearances. Subsequently, the User may utilize all features available in the System to which he/she is entitled to access.

§ 8

[Conclusion and termination of agreements]

1. The User can create an Account at the moment of acquiring a ticket referred to in the Impact'24 Terms and Conditions, which includes access to and use of the System. When this type of ticket is purchased, a license agreement related to the use of the system under these Terms is entered into between the Service Provider and a given User. By virtue of this agreement a given User obtains, as a licensee, the right to use the System under the conditions specified in these Terms.
2. The license referred to in §8.1 shall be:
 - a. non-transferable, without the right to grant further sublicenses or authorize use of all or part of it to persons other than the User;
 - b. granted for a limited period of time – no more than 90 (ninety) days from the end of Impact'24.
 - c. making it possible to use the System, simultaneously, on one device only.
3. The Service Provider shall have the right to terminate the license referred to in §8.1 & §8.2, with immediate effect, if:
 - a. the System is used contrary to its intended purpose,
 - b. the System is used for illegal activities or activities damaging to the Service Provider,
 - c. the User enables, including by his/her omission, unauthorized persons to use the System without the consent of the Service Provider,
 - d. the User processes personal data in the System in violation of the rules provided by law.
4. In case of termination of the license by the Service Provider in accordance with the procedure indicated in paragraph §8, all rights to use the System shall expire upon delivery of the notice of termination to the User.

§ 9

[Account]

1. The User's Account is of an individual nature, which specifically means that it may not be transferred to any third party without the prior consent of the Service Provider, expressed in writing, or it will be declared void.
2. In the event that the User allows third parties to access his/her Account, especially by providing login and password information or improperly securing the login and password information from being accessed by third parties, the User shall be liable for the acts and omissions of such third parties as for his/her own acts or omissions. In addition, in such a case, the Service Provider shall not be liable for any damages suffered by the User as a result thereof.
3. The Service Provider stipulates that in the event of simultaneous access to one Account by more than one User at the same time, there may be simultaneous overwriting of data by each of them, which may result in loss or alteration of data entered.

§ 10

[Reporting Violations]

If any content posted one User on the System is found to violate (i) common law, (ii) personal rights of any third party, (iii) these Terms, or otherwise harm the proper or efficient operation of the System, any other User may report it to the Service Provider by sending an email to contact@impactcee.com.

§ 11 **[Complaint procedure]**

1. In the event of non-performance or improper performance by the Service Provider of its obligations under these Terms, the User is entitled to file a complaint.
2. A complaint may be filed:
 - a. in writing, sent to the Service Provider's registered address;
 - b. in electronic form, by sending an e-mail to: contact@impactcee.com.
3. The complaint should include at least:
 - a. Data consistent with that of the ticket purchaser, data allowing identification of the User,
 - b. the reason for the reported complaint, including a description of the reported comments or objections,
 - c. provide the e-mail address to which a response to the complaint is to be addressed.
4. Complaints are considered by the Service Provider immediately, but no later than within 14 days. If, in order to consider a complaint, it is necessary to obtain - from the applicant or a third party - additional information or explanations, the period indicated in the preceding sentence shall be calculated starting from the date of obtaining the last of such additional information or explanations.

§ 12 **[Governing law]**

1. Polish law shall be applied to assess the legal relationship arising from the Regulations.
2. The application of the Vienna Convention on the International Sale of Goods shall not apply.

§ 13 **[Rules of processing personal data for the provision of electronic services].**

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

§14 **[Final provisions]**

1. The Terms and Conditions shall enter into force on 06.05.2024.
2. The Service Provider reserves the right to make changes to these Terms if the change is required by generally applicable law, or to improve the quality or functionality of the System, or to change or expand their scope.

3. Any changes to these Terms will be communicated to the User through a system message which will appear at his/her first logon to the System as of the date of introduction of changes in these Terms, or in correspondence sent to the address e-mail address assigned to the User's Account.
4. In case the introduced changes are unfavorable to the User, he/she may terminate the Agreement within 7 days after receiving the notification referred to in paragraph §14.3.