

Preamble

In order to use the Portal and become a User of UPOTI.COM it is necessary to get familiar with the Regulations and to accept them in advance. By accepting the Regulations, the User declares that he/she:

- 1) has got familiar with the content of the Regulations, understands their content and accepts their provisions in their entirety
- 2) agrees to use the Portal in compliance with the popular law in force and the Regulations
- 3) hereby agrees to have his/her personal data stored and processed, pursuant to provisions specified in the Act on the Protection of Personal Data.

§ 1.

Definitions

The terms used in the Regulations shall mean the following:

- a) user identification data - data included in log files containing information about an IP number, a host name, an Internet provider, a browser, time spent on the Service website and pages visited.
- b) personal data - personal data in the meaning of the Act on the Protection of Personal Data, in particular the name and surname of the User and his/her address, email address and User Identification Data
- c) Civil Code - the Civil Code Act of 23 April 1964 (i.e. Official Journal of the Republic of Poland 2014, item 121)
- d) Login - a unique User tag indicated by the User in the process of Content Publication and highlighted at the Published Content
- e) Portal - an Internet Portal that enables Users to Publish Contents at www.upoti.com, by proxy of which the service is provided
- f) Postal Law - the Postal Law Act of 23 November 2012 (Dz.U. of 2012, item 1529)
- g) Publication - having the Content sent by the User published on the Portal by the Service Provider
- h) Regulations - these Regulations, including the copyrights policy
- i) Parties - the Service Provider and the User
- j) Content - content and multimedia objects (e.g. information, data, graphic files, photos or links to movies), including works of art in the meaning of the Copyright and Related Rights Act as well as images of natural persons posted by the User by means of an Account. The Service Provider shall not provide for the possibility to publish movies directly on the Service Provider's server.
- k) Agreement - this Agreement, being an agreement on the rendering of electronic services

- l) Service - a publishing tool service provided by the Service Provider and by means of the Portal under terms and conditions specified in the Regulations, consisting in enabling the User to submit the Content for Publication
- m) Service Provider - the Museum of Modern Art in Warsaw
- n) Copyright Law - the Act of 4 February 1994 on Copyright and Related Rights (Dz.U. of 2006 No 90, item 631, as amended)
- o) Act on the Protection of Personal Data - the Act on the Protection of Personal Data of 27 August 1997 (Dz.U. of 2002 No 101, item 926, as amended)
- p) Act on Rendering Electronic Services - the Act of 18 July 2002 on Rendering Electronic Services (Dz.U. of 2013, item 1422)
- q) User - a natural or legal person who has submitted an application for Content Publication. In the case of natural persons, the User can only be a person enjoying full capacity to perform acts in law in the meaning of the Civil Code or limited capacity to perform acts in law if Registration has been performed upon the consent of the Legal Representative.

§ 2.

General Provisions

1. The Regulations specify the rules of using the Internet Portal at www.upoti.com by Users as well as services offered by means of the Portal.
2. The Regulations are the Regulations referred to in Article 8 of the Act on Rendering Electronic Services.
3. The Portal's name, concept, layout, software and database as well as graphic elements of Pages made available to Users by the Portal shall be subject to legal protection.
4. The use of the Portal and services offered by means of the Portal shall be understood as the User's consent to conditions specified in these Regulations.
5. The Service Provider reserves the right to limit the access to selected services offered by means of the Portal to Users who meet certain conditions, in particular, appropriate age and confirmed payment for fee-based services. The reservation concerning the possibility to use selected services shall be placed on the Portal's websites.
6. Services provided by the Portal are either free of charge or fee-based. The Service Provider undertakes to explicitly differentiate between Fee-Based Services and Free of Charge Services available on the Portal.

§ 3.

Rules Concerning the Use of the Portal

1. The Service Provider undertakes to provide Services through the Portal in the scope and under conditions specified in the Regulations.

2. The scope of the Service includes enabling the User to submit Content to be Published on the Service Provider's servers.
3. The Agreement on Rendering Electronic Services shall be concluded upon the acceptance of the Regulations by the User. The Agreement shall be concluded for indefinite period and can be terminated by each Party at any time without giving any reason.
4. The Service Provider shall bear no responsibility for faulty operations of the Portal caused by or related to the configuration of the User's Internet connection and the User's equipment and software.
5. In order to submit Content for Publication the User shall send an application to, including his/her name and surname and address, title of Content submitted for Publication, author of the Content and the Content itself. In order to confirm the User's identity the Service Provider shall send an activating link to the email address the application was sent from. It is necessary to open (click) the link to complete the procedure of submitting the Content for Publication.
6. The Service Provider shall decide on the Publication of the Content and shall have the right to refuse to Publish the Content without giving any reason. The User shall not be entitled to any claims towards the Service Provider following the Service Provider's refusal to Publish the submitted Content.
7. The User shall terminate the Agreement by sending an application for cessation of Content Publication to Hereby, the User shall agree to have the User's data stored for the period of one year from the date of the removal of the Published Content.
8. The application for removal of the Content shall be examined without delay, however no later than within 7 days.
9. The User undertakes to conform to the provisions of the Regulations under penalty of law.
10. The Service Provider shall reserve the right to modify technical methods of the Service provision at any time and to the extent deemed justified or necessary.
11. The Service Provider reserves the right to send technical and system information concerning the Portal's operation that does not constitute commercial information in the meaning of the Act on Rendering Electronic Services to the email address given by the User.
12. The Service Provider undertakes to provide the highest possible quality and stability of the Portal, however the Service Provider shall bear no responsibility for disruptions and interruptions caused by force majeure or illicit acts of third parties.
13. The Service Provider shall bear no responsibility for temporary impossibility to use the Portal caused by the introduction of new solutions and facilitations to the Portal. Whenever possible, the Service Provider shall notify Users on planned interruptions in the Portal's operation or inconveniences by means of the Portal.

14. The Service Provider reserves the right to perform maintenance of IT system's devices that provide access to the portal, which may cause temporary difficulties or prevent Users from the use of the Portal or its particular functionalities.
15. At submitting the Content for Publication as well as during the use of the Service, the User undertakes to submit true, reliable data that are not misleading or do not infringe third party rights.
16. The User shall bear the responsibility for third party acts performed by means of the User's email address as if they were his/her own acts, provided that the third party has gained access to the User's email address upon his/her consent or as a result of his/her recklessness or negligence.
17. User's Login cannot contain offensive, vulgar contents or reserved trademarks. The User shall bear exclusive responsibility for the wording of the Login.
18. The User undertakes to use the Portal in a way that does not disturb its operation, in particular as a result of the use of specific software or devices.
19. The User shall be banned from undertaking the following actions:
 - a) forwarding or posting non-commissioned commercial information on the Portal;
 - b) posting advertising Contents on the Portal;
 - c) undertaking IT actions or any other actions aimed at disturbing the operation of the Portal;
 - d) posting Contents that stand in contrariness to the copyrights policy.
20. The User undertakes to use all Contents published on the Portal only for personal use. The use of the Contents for other purposes shall be acceptable only upon an explicit consent granted by an authorized person.
21. The User shall report irregularities related to the Service operation at the address.....
22. The User shall be entitled to submitting complaints within one month from the date when the Service was unduly provided. The complaint submitted after the period specified in the former sentence shall be left unexamined, which shall be the subject of immediate notification to the User.
23. The complaint shall be submitted in writing and in person at the Service Provider's registered office or by means of the postal operator or a dispatcher.
24. The submission of a complaint by means of other remote measures, including via Internet, shall be also rendered as a written form, unless technical possibilities prevent to do so.
25. The Service Provider shall reserve the right to interfere in the User's Published Content, in the scope necessary to remove disruptions or problems related to the Portal's operation and in the scope that does not infringe the integrity of the work of art.

26. The date of complaint submission shall be the date of the complaint's entry to the Service Provider or the date of dispatch of the registered mail by means of an operator indicated pursuant to the Postal Law.

§ 4.

Copyrights and other rights protection policy

1. The User shall declare that in no way do the Contents or links to Contents he/she intends to publish infringe copyrights, related rights or intellectual property rights of third parties.
2. The User shall declare that as regards submitted Contents, including in particular photos, graphics, logotypes, spots and any other Contents published, the following shall apply:
 - a) Published Contents have no legal defects;
 - b) Published Contents are not an object of pledge or other charges;
 - c) Published Contents do not violate third party rights, including neither copyrights and related rights, nor personal rights;
 - d) is in possession of all intellectual property rights, in particular copyrights of Contents, including the rights to publish these materials;
 - e) is in possession of all rights to trademarks, names and slogans found in Published Contents;
 - f) is in possession of all rights to images of persons presented in the Contents, including in particular the right to use and popularize the image;
 - g) Contents submitted by the User neither violate the law and good manners, nor their publication constitutes an unfair competition practice;
 - h) in no way do the Contents published by the User violate third party rights and there are no grounds for third parties to make claims concerning intellectual property rights with regard to the Contents;
 - i) is in possession of copyrights to submitted materials in their entirety, in particular to trademarks, registered designs and utility models, whose copyrights serve for the benefit of other entities, and shall accept responsibility for the publication of the Content;
 - j) Published Contents do not infringe personal rights of third parties.
3. The User declares that he/she shall not be obliged to remunerate artists and entities due to related rights, either directly or by proxy of collective copyrights or related rights management organizations.
4. Should the User violate the declarations referred to in § 1 item 1 -3 of the Regulations or should there be any incongruence with the actual legal status, the User who abused these rights shall bear exclusive and complete responsibility in this regard, which exempts the Service Provider from any responsibility that could arise in such situation.

In particular, should third parties make any claims due to the fact that the Service Provider enabled the User to publish Contents on the Portal, including: logotypes, graphics, spots, photos (containing images of persons immortalized in them) submitted by the User on the basis of this Agreement, the User commits to undertake, at his/her own expense and risk, any legal measures to guarantee due protection of the other Party from such third party claims and, in particular, undertakes to:

- a) replace the Service Provider as a Defendant in all proceedings taking place in this regard
 - b) should there be no such possibility as described in the item above, enter the proceedings on the Service Provider's side as a defendant
 - c) compensate for all costs the Service Provider may bear as a defendant due to a claim or a lawsuit related to copyright or other intellectual property rights the third party filed following the publication of the Contents on the Portal by the User.
5. The User shall authorize the Service Provider to use the Contents free of charge to execute the provisions of this Agreement; it relates particularly to advertising materials, logotypes, photos, images of persons immortalized in these materials and advertising spots in the scope necessary to fulfil the duties resulting from this Agreement.
6. The User shall grant a free, territorially and time unlimited licence to use the Content submitted for Publication in relation to the "Intimate Strangers" exhibition (hereinafter referred to as "Exhibition") organized by the Service Provider in fields of use specified in Article 50 of the Copyright and Related Rights Act, including in particular to present the Content as part of the Exhibition at any given time and on any given carrier and to present the Content during lectures organized at the Service Provider's registered office. Presentation of the Content can take place independently or in junction with Contents of other Users and can be supplemented with a critical commentary of a lecturer.
7. It shall be prohibited to publish Contents on the Portal and to use Logins, which:
- a) would be posted on the Portal in bad faith, e.g. with the intention to violate rights relating to personality of third parties and the Service Provider's repute;
 - b) would be offensive, would be or could be recognized as a threat to other persons, would contain vocabulary recognized as violating good manners (e.g. through the use of vulgarisms or phrases commonly recognized as offensive);
 - c) would contain pornography, call to violence, racial hatred or would constitute discrimination on grounds of sex, religion, race or ethnicity;
 - d) the posting of which would constitute a criminal offence in the meaning of the provisions of the Act of 6 June 1997 (Dz.U. of 1997 No 88, item 533, as amended);
 - e) would in any other way violate the provisions of the Regulations, legal regulations in force, social norms or customs.

8. In case the User finds out the violation of the Regulations by another User, the User undertakes to immediately notify the Service Provider about this fact by sending relevant information to
9. The Service Provider shall not be compelled to verify the User's Content with regard to compliance with the Regulations and legal regulations in force on an ongoing basis.
10. In case the Service Provider finds out that the User has posted the Content or Login that does not comply with the provisions of the Regulations, the Service Provider shall be entitled to immediately:
 - a) remove the Content or Login that have been the object of violation,
 - b) prevent the User who committed the infringement from submitting further Contents for Publication,
 - c) remove the Content from the Portal at the sole risk of the User.
11. By posting a link to the Content on the Portal, the User shall thereby give his/her consent to the use of the Content by other Users in the scope of acceptable personal use.
12. The User shall be entitled to use all Contents posted on the Portal by other Users only for personal use. The use of the Content for other purposes shall take place solely upon the authorized person's consent.
13. The assessment of the artistic quality and whether the character of the Content corresponds to the Portal's profile shall be the domain of the Service Provider. The Service Provider shall be entitled to refuse to publish the Content that violates common norms or stands in contradiction to the Service Provider's policy.
14. The User shall accept that the Service Provider reserves the right to refuse to publish or remove and modify the Contents submitted by the User, if the Service Provider deems them contrary to good manners, law in force, the right image of the Portal, its own material or moral interest.
15. By publishing data, image or other Contents, the User shall allow other Users and the Service Provider to have an insight into this information.
16. The User shall agree to have the Contents published by the User on the Portal's pages that are available to other Users, in the scope they constitute an element of the entire image (the so-called screenshot), used by the Service Provider, to have them made available or published, only as a fragment of the entire image of the Portal's site, in the Internet and in web, press and television promotional materials concerning the Portal as well as to have them distributed by means of telecommunication networks to inform other parties about the Portal's operation and promote its operation, in a way that does not infringe rights related to personality, including the User's image.
17. Contents and Logins published by Users on the Portal do not express the views of the Service Provider and should not be equated with its operations.

18. The Service Provider shall bear no responsibility for the loss or damage of the User's materials, unless the loss or damage results from intentional fault of the Service Provider.

§ 5

Privacy policy and personal data protection

1. The data in the meaning of the Act on the Protection of Personal Data shall be administered by the Museum of Modern Art in Warsaw with the registered office in Warsaw, Pańska 3.
2. The Service Provider shall notify Users that in the course of the provision of Services through the Portal, the data included in log files shall be collected and reused. Information from Users' log files contain: an IP number, a host name, an Internet provider, information about a browser, time spent on the Service website and information about opened pages.
3. Personal data and user identification data (including, for example, an IP address) shall be processed by the Service Provider for the purpose of Portal operation, in particular to safeguard a smooth operation of the Portal as well as to safeguard the provision of the Service offered as part of the Portal to Users; thereby the User shall agree on the processing of personal data in the abovementioned scope.
4. The User's personal data and identification data shall not be made available and disclosed to third parties, unless a competent authority, in particular: courts, enforcement authorities, tax authorities or executive authorities, request the disclosure of the User's personal data or identification data upon reference to a relevant legal basis.
5. The User's data, including personal data, shall be stored for no longer than necessary in relation to the use of the Portal; after that period they shall be removed from the system.
6. The User shall be entitled to access the content of his/her personal data, to correct and supplement them and to request the cessation of data processing and their removal upon a written request sent to the Service Provider.
7. The Service Provider shall use cookies and the User declares he/she has understood and accepted the abovementioned statement; the User can turn the cookies off at any time, however this can limit the Portal's functionality.
8. The Service Provider informs the Users that the Service website traffic can be monitored by Google Analytics to collect statistical data on visitors and to collect the data on the method of use and popularity of the Portal's website. When using the Portal's pages the User shall agree to have his/her data analysed in the abovementioned scope.
9. The Service Provider shall inform Users that each Content published in the Service is recorded along with additional information - User's Login, date of Content publication and the IP number of the computer the data have been sent from. Apart from the Content, these pieces of information can be visible to other Users.

§ 6.

Final provisions

1. The Service Provider shall have the right to temporarily suspend the provision of the Service through the Portal to all or certain Users due to maintenance work or for other reasons in or beyond control of the Service Provider.
2. The Service Provider reserves the right to completely discontinue the access to the Portal without giving any reason. In such case, the Service Provider shall notify Users of this fact by sending relevant information to the User's email address given at the registration stage. The information shall be delivered no later than 14 days prior to the planned discontinuation of the access to the Portal.
3. All disputes arising between the Service Provider and the User shall be settled by the court having jurisdiction over the Service Provider's registered office, unless special regulations provide for a different exclusive competence.
4. Determination of particular provisions of these Regulations as not applicable as prescribed by law shall not influence other provisions of these Regulations.
5. In cases beyond the scope of these Regulations the provisions of the popular law of the Republic of Poland shall apply.
6. The Service Provider reserves the right to amend these Regulations at any given time without giving any reason.
7. Amendments to the Regulations shall enter into force on the date of their publication on the Portal's website.
8. Further use of the Portal shall mean the acceptance of the amended Regulations.
9. The Regulations shall be published on the Portal's website.
10. The call for Contents for Publication shall begin on 1 August 2014 and finish on 14 September 2014.
11. The official launching of the www.upoti.com Portal and the Publication of the Content shall be taking place from 15 September 2014 onwards.
12. The Regulations shall enter into force on the date of their publication on the Portal's website.