

## TERMS OF USE

The Terms of Use of the [Mobile Culture](#) website (hereinafter referred to as the “**Terms of Use**”) specify the terms and conditions of using the services provided via the website.

### I. Definitions

1. Whenever the following terms are used herein, they are to be understood in accordance with the following definitions.

a. **Service Provider** – Culture Shock Foundation, Czerniakowska 127/192A, 00-720 Warsaw, Poland, entered into the Register of Associations, other Social and Professional Organisations, Foundations and Public Health Care Facilities kept by the District Court for the Capital City of Warsaw, Commercial Division under the KRS (National Court Register) number 0000368482, NIP (Tax ID): 7010266677 and REGON (Business ID): 142672904.

b. **User** – any natural person using the Website.

c. **User** – a User who has successfully undergone the registration process and who uses one or more services or functionalities included in the Website. User can have the following status: Logged User, Country Coordinator.

d. **Content** – any materials made available on the Website for the User through functionalities provided by the Service Provider. Content includes, in particular, comments, educational materials, reports and recordings..

e. **Agreement** – an agreement for the provision of services by electronic means concluded between the User and the Service Provider under the terms and conditions specified in the Terms of Use.

f. **User Data** – any information and Content that the User posts on the Website within the account.

g. **Website** – a website located at the Internet domain address [www.mobileculture.eu](http://www.mobileculture.eu) through which the Service Provider provides services electronically and Users may post Content.

h. **Events** – courses, trainings, online and offline events organised within the Website; For each Event, the Service Provider posts information about the organiser of a given Event.

i. **Partner(s)** - organisations which, as part of cooperation with the Service Provider, organise Events and are responsible for building the [Mobile Culture](#) community within individual regions.

## II. General provisions

1. The Terms of Use define the terms and conditions of providing Services by the Service Provider, in particular the terms and conditions of the Users' use of the Website.
2. The purpose of the Website is its use for education, communication and information purposes, building relations within the [Mobile Culture](#) community, organisation of Events by Partners and participation of Users in Events.
3. The Website is intended for:
  - a. the use of Content posted on the Website by the Service Provider for the purpose of using and viewing it;
  - b. the Users to subscribe to the newsletter concerning [Mobile Culture](#) and the community created around it;
  - c. Users' registration and participation in Events and online courses;
  - d. Organisation of Events by the Service Provider's Partners;
4. The Terms of Use cover the following services provided by electronic means:
  - a. access to the Website, including to the Content posted on the Website and other information posted on the Website, as well as the possibility to view them;
  - b. enabling Service Provider's Partners to organize Events;
  - c. provision of the [Mobile Culture](#) newsletter.
5. The User, using the services and Content available on the Website, undertakes to comply with the provisions of these Terms of Use.
6. All User activities as part of the Website should be in accordance with the regulations applicable in the territory of the Republic of Poland and good practices. It is forbidden to use the Website in a manner inconsistent with its purpose and the applicable provisions of law.
7. In particular, Users must not:

- a. copy part or all of the Website or any Content contained within the Website (except where the Content is explicitly made available under open licences such as Creative Commons Attribution 4.0 International (CC-BY-4.0) or use them for commercial purposes;
- b. take any other actions which may destabilise the functioning of the Website or which may cause damage to it, understood in particular as actions which may affect the reputation of the Website or the Service Provider;

### **III. Access to the Website**

1. The Service Provider provides access to the Website and enables use of the Services only if all provisions of the Terms of Use are accepted. Using the Website means accepting the Terms of Use, which is tantamount to concluding the Agreement. The use of the Services is not possible without accepting the Terms of Use.
2. The Service Provider provides the User with the Terms of Use free of charge and makes it possible to obtain, reproduce and record them by presenting them on the Website.
3. The Website is available on a continuous basis, subject to the right to temporary shutdowns caused by failure, maintenance, updating or technical requirements.

### **IV. Registration and use of the account**

1. The Service Provider provides the User with the Terms of Use free of charge and makes it possible to obtain, reproduce and record them by verifying that the User has read the Terms of Use during registration.
2. Upon completion of the registration, the User gets access to their profile on the Website by means of which they can add Content and contact other Users by sending messages to them, create notes for their own needs. Each User can edit their profile.
3. Signing up for an Event requires additional registration.
4. Depending on their status, the User can use different functionalities:
  - a. **Logged User** – can sign up for a given Event and then participate as Event Participant.
  - b. **Event Participant** – may participate in Events, and for some Event formats (e.g. workshops or project-based training), they may share their files, original works, recordings, written, voice and video expressions to their training group.

c. **Country Coordinator** – may organise Events and share all materials related thereto, has access to full management of Events; manages content published on the Website; the Coordinator status may only be granted to a person designated by the Partner or the Service Provider.

5. Registration and use of the account are voluntary and free of charge. The conclusion of the agreement for the provision of services takes place upon confirmation of the registration of the account by the User. The Agreement is concluded for an indefinite period of time.

6. Each User can create only one account on the Website.

7. While creating the account, the User must read the Terms of Use and confirm that they have read it and agree to all their provisions.

8. In order to register on the Website, it is necessary to indicate an e-mail address and provide the first name or last name or pseudonym.

9. In order to register, the User should fill in the application. Once the application is filled in and sent, the welcome e-mail will be delivered to the e-mail address specified in the application and the User will get access to the account.

10. In order to send an application and complete the registration procedure, it is necessary to accept the Terms of Use and the Privacy Policy.

11. Once the account is created, the User may voluntarily complete other data concerning them. The scope of data depends on the status of the User.

## **V. Signing up for an online Event**

1. Participation in an online Events organised as part of the Website is voluntary and free of charge.

2. Events are organized by the Service Provider and/or the Service Provider's Partners.

3. In order to sign up for an Event, the User should fill in the registration form. Some of the Events may be available after a positive recruitment process according to the information provided on the Website about a given Event. The scope of the recruitment form may vary depending on the type of Event. In this case, the selected participants will be eligible to participate in the Event.

4. The provision of data marked as mandatory is necessary to sign up for the Event or, as appropriate, to participate in the recruitment for this Event. The scope of data is agreed by the Service Provider and the Partner organising the Event.

5. Once the registration form is completed and sent, an e-mail confirming the registration will be delivered to the User's e-mail address. In the case of Events for which recruitment is conducted, an e-mail confirming the submission of the application will be delivered to the User's e-mail address, and after its examination – information on the qualification or non-qualification for participation in the Event.

6. User qualified to participate in the Event receives access to the Event through their profile. All Events for which the User has signed up for are recorded in the user profile.

7. A User qualified to participate in a given Event or Course may receive e-mail correspondence concerning that Event or Course Module, in particular a User may receive to the provided e-mail address a reminder about the date of the Event, information about failure to complete their participation in the Event, thanks for participating in the Event or a request to complete an evaluation questionnaire concerning the Event or Course Module. After the end of the Event, the User may also receive a certificate of attendance on Event by e-mail.

## **VI. Newsletter**

1. The newsletter service is free of charge. The newsletter agreement is concluded at the moment of subscribing to the newsletter. The Agreement is concluded for an indefinite period of time.

2. A User interested in receiving a newsletter should order a newsletter by filling in the subscription form available here: <https://mobileculture.eu>. Providing an e-mail address is mandatory. Clicking on the "Subscribe" button results in sending a link confirming the subscription to the e-mail address indicated by the User. Clicking on this link adds the e-mail address to the newsletter recipient list and finally results in the subscription to the newsletter.

## **VII. Organisation of Events by Partners**

1. The rules of organising particular Events result from separate regulations and agreements concluded between the Service Provider and the Partner.

## **VIII. Personal data protection**

1. Detailed rules concerning the processing and protection of personal data as well as cookies are regulated by the Mobile Culture Privacy Policy.

## **IX. Termination of the agreement for the provision of services by electronic means**

1. The User may cancel the newsletter subscription at any time. In order to cancel the subscription, click on the resignation link placed in the footer of the e-mail sent as part of the newsletter service.
2. The User may resign from participation in the Event at any moment. Resignation takes place by sending an e-mail with information on the resignation from participation to the address [info@cultureshock.pl](mailto:info@cultureshock.pl).
3. The Service Provider reserves the right to block the account of the User violating the provisions of the Terms of Use.
4. The Service Provider reserves the right not to allow a User violating the provisions of the Terms of Use to participate in the Events.

## **X. Scope of use of the Website**

1. The Website may be used only for the purposes specified in the Terms of Use and in accordance with the applicable law. It is forbidden to provide illegal content by and to the Service Provider's ICT system by the User, as well as:
  - a. Interrupting work or overloading ICT systems of the Service Provider or other entities directly or indirectly participating in the provision of services by electronic means;
  - b. violating the interests of third parties, generally accepted social standards or inconsistent with generally applicable provisions of law.

## **XI. Copyright**

1. The User represents that they are fully entitled to all Rights to works and their elements published on the Website as Content, and that they have the full right to dispose of the aforementioned works for the benefit of the Service Provider. The User represents that if they publish photos containing the image of any persons on the Website, they do so on the basis of their permission to disseminate their image, in accordance with which they are entitled to publish it. The Service Provider is not liable for any infringement of third-party copyrights caused by a violation of this clause by the User.

2. The User, free of charge and in a non-exclusive manner, allows the Service Provider to use the Content posted on the Website by recording, multiplying and making Content available on the Internet, also in such a way that everyone has access to it at a place and time of their choice, including, in particular, at different locations of the Website. The right is granted by the User for an indefinite period of time.

3. Content published by Users with the status of Authors or Trainers may be made available on the Website under the Creative Commons Attribution 4.0 International (CC-BY-4.0) license. Such provision of Content will depend on separate arrangements made between the Partner or the Service Provider and the User with the above status. Content made available under the licences specified above will be marked accordingly.

## **XII. Technical requirements, threats related to the Services**

1. In order to use the Website, the User must meet at least the following technical requirements:

- a. have a computer or mobile device capable of browsing websites;
- b. have access to the Internet;
- c. have access to websites via a properly configured web browser;
- d. have a modern web browser that supports the latest HTML 5 and CSS 3 technologies;
- e. additionally, in order to create an account and order a newsletter, the User must have an e-mail account.

2. In the case of participation in certain Events, it may be necessary to connect properly functioning headphones, loudspeakers, a camera or microphone during the Event. The User will be informed about the necessity to meet the above-mentioned technical requirements.

3. The Service Provider reserves that if the technical requirements indicated above are not met, the Website operation on the User's device may be hindered or prevented.

4. The User's use of the services provided on the basis of the Terms of Use does not entail any special risks for the User related to the use of services provided by electronic means, apart from those that occur generally when using the public ICT network.

### **XIII. Service Provider's Liability**

1. The Service Provider is not liable in particular for:
  - a. any damage caused to third parties resulting from the User's use of access to the services in a manner contrary to the Terms of Use or applicable provisions of law;
  - b. any damage caused to third parties as a result of the User providing false data in the registration form;
  - c. inability to use the Website due to the User's failure to meet the technical requirements specified in the Terms of Use or force majeure;
  - d. the genuineness, accuracy and substantive soundness of the Content published by Users;
  - e. the quality, accuracy and substantive soundness of Events organised by the Partners.

### **XIV. Submitting complaints**

1. The User has the right to lodge complaints regarding access to the Website and other Services. Complaints may be lodged in particular for lack of or improper access to the Services.
2. The User reports any irregularities related to the use of the Website to the e-mail address: [info@cultureshock.pl](mailto:info@cultureshock.pl).
3. The Service Provider will make every effort to remove any irregularities if they occur as far as technically possible within the deadlines specified by an external provider of the Website.

### **XV. Final provisions**

1. The Service Provider has the right to amend the provisions of the Terms of Use at any time, in particular in the event of the following important reasons:
  - a. the need to adapt the Terms of Use to the provisions of law;



- b. changes in the scope of services provided as part of the Website;
- c. changes in the technical conditions for using the services specified in the Terms of Use.

2. The Service Provider will inform the User using the newsletter service about the amendment to the Terms of Use via e-mail sent to the e-mail address connected to the account 14 days before the amended Terms of Use become effective. Amendments will also be published in the form of a consolidated text together with information thereon on the Website.

### **Appendix 1 to the Terms of Use of the Internet Website**

List of Partners:

[GR] Roes.Coop, Atlantos 22, Athens, <https://roes.coop/en>

[ES] Clitic, S.L., Rúa Coruña, 33 36208 Vigo, <https://clitic.es/en>

[IT] via Cordero di Pamparato 15, Turin, <https://escape4change.com/en>