

USER ACCOUNT REGULATIONS¹

The rules for defining the conditions, rules of how to use the "**User account for general services: Moje GDD**" service, which is made available via the website www.gdyniadesigndays.eu.

§1 DEFINITIONS

1. **Regulations** - means these regulations.
2. **Regulations of the given services - the use of functionalities as part of the created "Moje GDD" account on the website www.gdyniadesigndays.eu**
3. **Website** - www.gdyniadesigndays.eu - means the website and other internet tools made available via the Internet, owned by the Pomeranian Science and Technology Park Gdynia, Budget Unit of the Gdynia City Commune al. Zwycięstwa 96/98, 81-451 Gdynia, NIP 586 213 83 02.
4. **User Account** - My GDD - means an individual panel for each User, containing a set of services and functionalities available to the User after registering and logging in on the website www.gdyniadesigndays.eu and a set of User's data and settings related to the operation of services that require logging in.
5. **Login** - individual identification of the User determined by him, consisting of a string of letters, numbers or other characters, required together with the Password to log in to the User's Account at www.gdyniadesigndays.eu. Login is the appropriate e-mail address of the User.
6. **Password** - means a string of letters, numbers or other characters selected by the User when setting up an account at www.gdyniadesigndays.eu used to secure access to the User Account at www.gdyniadesigndays.eu.
7. **Account creation** - means the actual act performed in the manner specified in these Regulations, required for the User to use all the functionalities of www.gdyniadesigndays.eu.
8. **User** - a natural person, legal person or organizational unit that is not a legal person with legal capacity, conducting business or professional activity on its own behalf.
9. **PPNT** - means the owner of the domain www.gdyniadesigndays.eu, which is the Pomeranian Science and Technology Park Gdynia Budgetary Unit of the City of Gdynia al. Zwycięstwa 96/98, 81-451 Gdynia, NIP 586 213 83 02, e-mail: biuro@ppnt.pl; tel. 58 880 81 50 via the domain www.gdyniadesigndays.eu.
10. **Profile** - a set of data, information and other elements presenting and describing the person of a given User, provided voluntarily and independently by the User in the process of setting up a User Account or while using it.
11. **Profiles Database** - a collection of data, information and other content contained in Profiles. These data are collected and processed with the consent of the User by the Administrator in an orderly manner in the IT system.

¹ Before creating a User Account, please read the Regulations carefully. By creating an Account, the User confirms that he has read its content and agrees to all its provisions.

§2 GENERAL PROVISIONS

1. All rights to www.gdyniadesigndays.eu, including proprietary copyrights, intellectual property rights to its name, internet domain, website www.gdyniadesigndays.eu, as well as to patterns, forms, logos belong to PPNT, and their use may only take place in the manner specified and in accordance with the Regulations.
2. www.gdyniadesigndays.eu is made available by the PPNT via the Internet and the www.gdyniadesigndays.eu website as a resource of the ICT and IT system.
3. PPNT reserves the right to post advertising content on the goods and services of third parties on www.gdyniadesigndays.eu, in the forms used on the Internet.
4. It is forbidden to use www.gdyniadesigndays.eu by Users or third parties to send unsolicited commercial information.

§3 USE OF www.gdyniadesigndays.eu

1. The use of **www.gdyniadesigndays.eu** may only take place on the terms and to the extent specified in the Regulations.
2. The use of **www.gdyniadesigndays.eu** is possible with any web browsers. The minimum technical requirements enabling the use of the website www.gdyniadesigndays.eu is an Internet browser with Javascript enabled, accepting cookies.
3. In order to create a User Account at **www.gdyniadesigndays.eu**, it is necessary for the User to have an active e-mail account (e-mail).
4. The user using **www.gdyniadesigndays.eu** is not entitled to any interference in the content, structure, form, graphics, mechanism of operation of www.gdyniadesigndays.eu.
5. PPNT declares that the public nature of the Internet and the use of electronic services may pose the risk of obtaining and modifying Users' data by unauthorized persons, therefore Users should use appropriate technical measures to minimize the above-mentioned risks. In particular, use anti-virus programs and programs that protect the identity of Internet users, and take care of the security and confidentiality of the login data used. PPNT suggests that you systematically change your passwords. PPNT never asks the User to provide him with a Password in any form.
6. The User is obliged to make every effort to keep the Password confidential. In the event of circumstances indicating the suspicion that the Password is in the possession of an unauthorized person, the User is obliged to immediately notify the PPNT of this fact, using the available means of communication.
7. PPNT creates and implements safeguards against unauthorized use, reproduction or dissemination of the content contained on www.gdyniadesigndays.eu. If the PPNT applies the above-mentioned safeguards, the Users undertake to refrain from any actions aimed at removing or circumventing such safeguards or solutions.
8. Under no circumstances is the User authorized to use the access data to the User Account of another User.
9. The User is responsible for the way the User uses the User Account.

§4 OPENING AN ACCOUNT

1. In order to create a User Account, the User is obliged to create an account.
2. The condition for setting up a User Account is that the User carries out the entire registration procedure.
3. Registration of the User Account is voluntary and free of charge.
4. The User may only set up one User Account.
5. As part of the free service of maintaining a User Account, the User may:
 - a. access to the Profile, which he can manage himself and to other services available at www.gdyniadesigndays.eu, unless the Regulations of a given service provide otherwise (services provided at www.gdyniadesigndays.eu, to which the User gains access after creating a User Account, are described in the Regulations of a given event; in the event of a conflict between these Regulations and other regulations of services, the provisions contained in the Regulations of a given service shall prevail in relation to issues related to a given service; These Regulations are available on subpages functioning in connection with a given service);
 - b. the possibility of purchasing tickets for paid events;
 - c. access to registration for free events;
 - d. the ability to create a personalized calendar of GDD events (adding events to your favorites);
 - e. access to online events, both paid and free.
6. Registration of a User Account is possible only by registering an e-mail address and confirming by clicking on the activation link sent to the e-mail address provided by the User during the registration process that the e-mail address provided during registration belongs to the User.
7. In order to create an account, the User should complete the Account creation form provided by the PPNT on the website www.gdyniadesigndays.eu and send the completed form electronically to the PPNT by selecting the appropriate function in the Account creation form. When creating an account, the User sets an individual Password.
8. The user enters the following data in the form: name and surname, e-mail address, telephone number, city, password. These data are necessary to create an account and use the full functionality of www.gdyniadesigndays.eu.
9. The creation of an account follows the following rules:
 - a. The user should complete all fields of the form, unless the field is marked as optional;
 - b. The information entered into the form should relate only to the User and be truthful, while the User is the person responsible for the accuracy of the information entered in the form;
 - c. In order to register a User Account, it is required that the User reads and accepts these Regulations, and that the User agrees to the processing of his personal data provided during registration.
 - d. Providing personal data is voluntary and necessary to create a User Account.

10. After submitting the completed form, the User shall immediately receive by e-mail, to the e-mail address provided in the form, confirmation of the Account creation by PPNT with a request for confirmation and activation of the User Account.

11. Activation takes place by selecting a redirection to www.gdyniadesigndays.eu, which is included in the e-mail sent. At this moment, an agreement is concluded for the service of maintaining a User Account, and the User is able to access the User Account and services made available under the User Account.

12. In order to provide selected services by the User available under www.gdyniadesigndays.eu, some personal data may be collected from the User after creating a User Account in order to provide a specific service. The provision of additional data is voluntary, and information about the purpose of their processing and the Personal Data Administrator is each time presented in a visible place.

§5 ORDERS AND PAYMENTS

1. In order to place an order:

a. Register on the website www.gdyniadesigndays.eu (creation of the "Moje GDD" account);

b. log in to your "Moje GDD" account

c. select the events that are the subject of the contract, and then click the "Add to cart" button

d. fill in the form by providing the following data: name and surname, address, company name, company address, tax identification number (if the Customer is to be issued a VAT invoice);

e. indicate the willingness to receive a VAT invoice or bill.

f. choose the form of payment, i.e. fast internet transfer (Przelewy24.pl). Please note that we only accept payments made from bank accounts within the European Union (EU). All costs of financial transactions are borne by the User.

g. click the "Pay" button.

2. After placing the order, the User may receive an invoice (after expressing his will to receive it) in electronic form. Invoices will be sent to the e-mail address indicated in the Customer's account.

3. After placing the order, the confirmation of receipt of the order placed by the User by the PPNT will be sent to the User's e-mail address indicated in the User Account. If the execution of the order is possible, an electronic message will be sent to the User's e-mail address confirming the acceptance of the order for execution. Confirmation of acceptance of the order is a declaration of the PPNT about the acceptance of the order. Upon confirmation of the order acceptance, an agreement regarding this order is concluded between the User and the PPNT.

4. The contract concluded between the PPNT and the User regarding the purchase of a given product is timely and lasts for the duration of the contract.

5. After making the purchase, the User cannot return the purchased tickets for the events. He is entitled to transfer access to the purchased events to another User who has a "My GDD" account at www.gdyniadesigndays.eu. The access may be transferred by e-mail. The administrator must be informed about this.

§6 COMPLAINTS

1. The User may submit a complaint to the Service Provider in connection with the use of services provided by PPNT.
2. The complaint should be submitted in electronic form and sent to the e-mail address **info@centrumdesignu.gdynia**.
3. In the complaint, the User should include his Login and a description of the problem.
4. PPNT shall immediately, but not later than within 14 (fourteen) days, consider the complaint and reply to the User's e-mail address provided in the complaint.
5. PPNT reserves the right to extend the deadline specified in §5 sec. 4 in the event that the recognition of the complaint requires special messages or encounters obstacles for reasons beyond the control of PPNT (hardware failure, Internet network failure, etc.). PPNT also stipulates that consideration of the complaint may require additional explanations from the User. The time of providing explanations by the User each time extends the period of examining the complaint.
6. Interested Users will be notified of the complaint by e-mail, immediately after the complaint is considered by the PPNT.

§7 PERSONAL DATA AND COOKIES

1. The administrator of your personal data provided voluntarily as part of the Account Establishment is the Pomeranian Science and Technology Park Gdynia (hereinafter the "Administrator"), the Budget Unit of the Gdynia City Commune, al. Zwycięstwa 96/98, 81-451 Gdynia, NIP 586 213 83 02, e-mail: **biuro@ppnt.pl**; phone: 58 880 81 50.
2. In matters related to your data, please contact the Data Protection Officer, tel. 58 880 81 50, e-mail: **iod@ppnt.pl**.
3. Your personal data will be processed in order to register an account via the Administrator's website **www.gdyniadesigndays.eu**, to perform legal obligations incumbent on the Administrator, also for the purpose of pursuing / defending claims, including, if you have consented, sending the Newsletter and image processing. (Article 6 (1) a, b, c of the GDPR).
4. Your personal data will be processed, as a rule, for the duration of the contract, until the consent is withdrawn or an effective objection to data processing is raised in cases where the legal basis for data processing is the Administrator's legitimate interest. The data processing period may be extended if the processing is necessary to establish and pursue any claims or defend against them, and after that time only if and to the extent that it will be required by law. After the expiry of the processing period, the data is irreversibly deleted or anonymized.
5. The recipients of your personal data may be authorized persons, public authorities, entities / institutions specified by law (including in the field of public information) or persons, entities cooperating with the Administrator on the basis of concluded contracts and agreements (including entities processing data entrusted and entities providing electronic payment services or via payment cards) in the performance of activities related to the statutory activities of the Administrator.
6. Your personal data will not be transferred outside the European Economic Area or to an international organization.

7. The administrator does not make decisions in an automated manner, including the form of profiling within the meaning of Art. 22 sec. 1 and 4 GDPR.
8. Personal data is provided voluntarily, however failure to provide the data required to set up a User Account makes it impossible to create a User Account.
9. In order to provide selected services by the User available under www.gdyniadesigndays.eu, some personal data may be collected from the User after creating a User Account in order to provide a specific service. The provision of additional data is voluntary, and information about the purpose of their processing and the Personal Data Administrator is each time presented in a visible place.
10. Under the principles set out in the provisions on data protection, you have the right to access your data, rectify it, delete it, limit processing, transfer data, withdraw consent (without affecting the processing before the withdrawal deadline) and object to processing. The right to object to data processing does not apply if: the processing of personal data takes place on the basis of consent, the processing of data is necessary to perform the contract to which you are a party, the processing is necessary for the Administrator to fulfill a legal obligation. In addition, you have the right to lodge a complaint with the supervisory body - the President of the Office for Personal Data Protection. The above requests may be sent to the addresses indicated in sec. 1 and 2.
11. PPNT provides the possibility of deleting personal data, in particular in the event of deleting the User Account.
12. PPNT may refuse to delete personal data if the preservation of personal data is necessary to establish / clarify the User's liability.
13. To see details on the "cookies" mechanism click **Privacy Policy**.

§8 TERMINATION OF THE CONTRACT

1. Each Party may terminate the contract for the provision of electronic services at any time and without giving reasons, subject to the rights acquired by the other Party before the termination of the above-mentioned the agreement and the provisions below.
2. PPNT terminates the contract for the provision of electronic services by sending to the User an appropriate declaration of will to the e-mail address provided by the User during the Account Creation, and the termination of the contract takes place after the notice period of 7 (seven) days.
3. The user terminates the contract for the provision of electronic services by sending to the PPNT an appropriate declaration of will to the address **info@centrumdesignu.gdynia**. The account will be deleted, and the user will be informed about it to the e-mail address from which the intention to delete the account was reported.
4. Termination of the contract, at the request of the User, takes place within 24 hours, but not later than after 30 (thirty) days, if there are technical problems with deleting the account.
5. Termination of the contract will result in the loss of access to services that require logging in.
6. In the event of justified reasons, PPNT has the right to delete the User Account after prior notification to the User to the e-mail address provided during registration of the User Account.

§9 FINAL PROVISIONS AND CHANGE OF THE REGULATIONS

1. The Regulations are valid from the date of their publication on the website **www.gdyniadesigndays.eu**.
2. The content of these Regulations may be recorded by printing, saving on a carrier or downloading, at any time, from the website **www.gdyniadesigndays.eu**.
3. The regulations may be changed. Each User will be informed about the content of the changes to the Regulations by posting by the PPNT on the website www.gdyniadesigndays.eu a message about the change in the Regulations. Users who have a User Account will be additionally notified by the PPNT by sending to the e-mail address indicated by them in the account creation form, information containing the new Regulations.
4. The notification of the amendment to the Regulations in the manner specified above will take place no later than 14 (fourteen) calendar days prior to the introduction of the amended Regulations. If the User who has a User Account does not accept the new content of the Regulations, he is obliged to notify the PPNT about this fact within 14 (fourteen) days from the date of notification of the change in the Regulations. Lack of acceptance results in the termination of the contract in accordance with the provisions of §9.
5. Unless otherwise specified in these Regulations or the regulations of the given services, the Administrator will communicate with the User by e-mail. The user ensures that the e-mail address provided by him during registration is regularly checked for messages received by the PPNT.
6. All information about violations of these Regulations by Users should be sent to the following address: **info@centrumdesignu.gdynia**.
7. In case of a dispute arising under the concluded Agreement, the parties will endeavor to resolve the matter amicably. The law applicable to the settlement of any disputes arising from these Regulations is Polish law.
8. The court having jurisdiction to settle any disputes under the Agreement will be the court having jurisdiction over the seat of the PPNT.
9. The regulations in force until 01/06/2022 are available at the link.