

SPSympo-2021 TERMS AND CONDITIONS

§ I. Definitions

Any concepts as a sign of their definition in this regulations written in capital letters should be interpreted only as defined in it.

1. The following concepts should be understood as defined below:
 - a. **Act on Consumer's Right** - Act on Consumer's Right of 30 May 2014 (Journal of Laws item 827, as amended);
 - b. **Account** – account on the Website, necessary for the usage of the Website functionalities relating to the Conference and Participation;
 - c. **Account Registration** – creation of the Account;
 - d. **Address of the MIKON Foundation** – www.ire.pw.edu.pl/fmikon/;
 - e. **Conference** – conference under the title: Signal Processing Symposium (SPSympo-2021), which will be organized virtually from 21 to 23 September 2021;
 - f. **Electronic Payment** - payment for participation in the Conference made through the Electronic Registration System;
 - g. **Electronic Registration System** – the online service available as a subpage of the Website, enabling an abstract and a full paper submissions, registration for the Conference participation of a given Participant, a selection of the payment method for Participant's participation in the Conference, and the subsequent payment;
 - h. **MIKON Foundation** - foundation operating under the name: the MIKON Microwave and Radiolocation Foundation with it registered office in Warsaw, (postal code) 00-665, Nowowiejska St. 15/19, Poland, entered under KRS number 0000558655 in the register of associations, other social and professional organizations, foundations and independent public healthcare institutions of the National Court Register and in the register of entrepreneurs of the National Court Register, identified by the Tax Identification Number PL7010485008, REGON: 36155860400000;
 - i. **Paper submission** - a process of submitting the extended abstract or the final paper in accordance with the guidelines presented at the Website via the Electronic Registration System;
 - j. **Participant** – a natural person over 16 years old, whose participation in the Conference has been properly registered;
 - k. **Participant's Address** – e-mail address indicated in the Electronic Registration System for the purpose of creation and of the Account and its operation;
 - l. **Participation** - participation of the Participant in the Conference;
 - m. **Payer** – entity paying for the participation of the Participant in the Conference;
 - n. **Personal data** – personal data of the Participants, Payers or Users collected by the MIKON Foundation through the Electronic Registration System;

- o. **Przelewy24** – company PayPro S.A. with the registered office in Poznań at Kanclerska St. 15, (postal code) 60-327 Poznań, Poland, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Poznań – Nowe Miasto and Wilda, 8th Commercial Division of the National Court Register under KRS no. 0000347935, share capital of PLN 4,500,000.00, paid in full, taxpayer's ID No. (NIP): 7792369887, REGON): 634509164, being a provider of payment services within the meaning of the Act of 19 August 2011 on payment services;
 - p. **Registration** – registration for the participation in the Conference;
 - q. **Terms & conditions** – these regulations;
 - r. **User** - a natural person creating the Account. In ordinary course of events, User shall be Participant;
 - s. **Website** – dedicated to the Conference website at <http://spsympo.p.lodz.pl>;
2. The titles of the individual editorial units of the Terms & conditions are only for the convenience of using the copy of the Terms & conditions.

§ II. General

1. The Terms & conditions define in detail the rules related to paper submissions, making the Registration and payment for Participation.
2. Creation of the Account, Paper submission, Registration or payment for Participation imply acceptance of the Terms and conditions.
3. The MIKON Foundation is an organizer of the Conference.
4. The condition for Participation by a given Participant is a complete Registration. All Registrations are regarded complete only having made the full payment prior to the Conference as recorded by the MIKON Foundation bank transfer record data.

§ III. Registration

1. Registration is tantamount to acceptance of the Terms & conditions by the Participant and constitutes the Participant's obligation to comply with it.
2. Registration of Participants is made only through the Electronic Registration System. To use this online registration system, one Account must be created each Participant.
3. Participant Address and the address of company/institution (i.e. university) with which the Participant is associated must be indicated for each Participant during the Account registration. Multiple Account registrations with the same Participant Address will not be accepted by the system.
4. After successful Account registration the User will receive his/her login access to administrate the profile, submit abstracts or papers, download information/updates for the Conference, and to make the payment for Participation.
5. Registration ends on the date indicated on the Website, which means that it is not possible at a later time.

6. Account registration and Registration will be confirmed by a message sent to the Participant's Address.
7. The MIKON Foundation may cancel the Registration for a given Participant when, within the time limit referred to in the provision of § IV para. 1 of the Terms & conditions, the fee for participation of the Participant in the Conference is not paid in full.
8. The MIKON Foundation will notify the Participant about the cancellation of the Registration concerned by sending a relevant message by e-mail to the Participant's Address.
9. Cancellation of the Registration by the MIKON Foundation in accordance with para. 7 above, may not constitute grounds for any claims against the MIKON Foundation.
10. If any person is registering on behalf of another individual, it is this person's responsibility to ensure the Participant is aware of these Terms & conditions and accepts them. By completing the registration on behalf of another individual the person who has made the Registration is warranting that he/she has made the Participant aware of these Terms & conditions and that they have accepted these Terms & conditions.

§ IV. Fee for participation in the Conference

1. Information on the amount and date of payment of the Conference fees is published on the Website.
2. The date of payment for Participation is the date the MIKON Foundation receives the money on its account.
3. The registration fee, regardless of its category, will include a feasibility of attendance to all scientific sessions, tutorials, seminars, vendor presentations via the online conference system, the final programme, and the e-Book of abstracts.
4. In order to qualify to the student or PhD student discounted registration, a scanned copy of valid student ID will be required to upload during the registration/payment for the conference. Postdoctoral candidates have to pay the normal registration fee and are not considered under this category.
5. Payment for participation in the Conference may be made in:
 - a. Polish zloty (PLN);
 - b. euro (EUR).
6. The choice of the method and currency of payment for Participation should be made in the Electronic Registration System during the Registration of a given Participant. The following types of payment are available:
 - a. payment to the bank account, based on a proforma invoice that will be issued by the Electronic Registration System and will be sent to the Participant Address;
 - b. payment by Electronic Payments (credit card or a quick transfer).
7. All payments should have the following notification: Participant's Name + SPSympo 2021.
8. Electronic Payments are handled by Przelewy24. Additional rules for implementing the Electronic Payments are set out in the *Regulations for the provision of services by electronic means* in Annex II to this Term & conditions.

9. Before making an Electronic Payment, Payer shall ensure that Przelewy24 supports payments from the bank or from the card from which the payment transaction will be performed.
10. Immediately after the Electronic Payment has been correctly made, the Przelewy24 system will send to the Participant's Address an e-mail with a confirmation of Electronic Payment.
11. In the event of Przelewy24 system errors, after the expiry of the time for Electronic Payments, cancellation or rejection of Electronic Payments, the messages appearing in the Electronic Registration System or Przelewy24 system or in automatically generated messages sent to the Participant's Address should be followed.
12. If the payment for Participation is made by traditional bank transfer, the message referred to in the provision of § III para. 6 of the Terms & conditions, will also contain information on the amount of the fee in the selected currency and the bank account number to which the payment for Participation should be made.
13. All bank transfer fees related to payments for Participation by traditional bank transfer (commissions, port, etc.) shall be charged to the Payer. This means that if the amount for the Participation, which will be credited to the MIKON Foundation's account, is reduced by the amount of any bank charge, the Participant is obliged to pay the missing amount at the request of the Foundation, no later than on the first day of the Conference. Until then, registration is conditional. Provision of § II para. 4 of the Terms & conditions shall apply accordingly.
14. For bulk payment orders, a full list of the Participants' names, a name of the payer (for the purpose of invoicing), with its address and VAT No. must be sent to: spsympo@info.p.lodz.pl A proforma invoice will be issued by the Mikon Foundation and will be sent to the Participant Address provided by the Participant on the registration form,
15. If the payment for Participation is to be confirmed by a VAT invoice, the appropriate field in the Electronic Registration System shall be properly filled in and provide the payer (for the purpose of invoicing) details, upon which the MIKON Foundation will issue a VAT invoice after the payment of the Conference fee of the Participant, and subsequently send it to the Participant's Address.
16. Users who agree to receive an electronic invoice during registration process, will receive the invoice in pdf format sent to the Participant Address provided on the registration form.

§ V. Resignation from the Participation

1. Registration will be confirmed only after the full payment is received.
2. The Participant being a consumer may resign from Participation (i.e. withdraw from the contract with MIKON Foundation) with no extra charge within 14 (say: fourteen) days from the date of Registration, according to Act on Consumer's Right. In order to submit a declaration of withdrawal, the Participant may use the withdrawal form in Annex I to this Term & conditions.

3. To meet the indicated deadline it is necessary to send a declaration of withdrawal from the contract before the indicated term lapses by registered mail to the following address: MIKON Foundation, Nowowiejska St. 15/19, 00-665, Warsaw, Poland or by e-mail to the following e-mail address: spsympo@info.p.lodz.pl.
4. In the event of exercising the withdrawal right as specified hereinabove in section 3, the contract for Participation is considered void and the parties return to each other everything that was being paid. The Foundation will refund the amount paid by the Payer in full within 14 days of submitting the declaration of withdrawal, to the account from which the relevant amount was paid, respectively by:
 - a. electronic payment;
 - b. traditional bank transfer.
5. Except for those referred to in para. 1, cancellations of Participation are allowed, with following reservations:
 - a. all cancellations received by Foundation before August 1, 2021 entitles the Foundation to administration fee in amount of 25% of the Conference fee, deductible from the fee paid on behalf of relevant Participant;
 - b. all cancellations received by Foundation after August 1, 2021 will not be considered.
6. Refunds of the fee paid by the Payer for Participation under section 5, reduced by the direct costs of a return transfer and administration fee (if applicable), shall be made to the Payer, to the account from which the Payer has paid the relevant fee, respectively by:
 - a. electronic payment;
 - b. traditional bank transfer.
7. All refunds aforementioned under section 5 will be paid after the Conference.

§ VI. Cancellation of the Conference

1. In the event that the Conference is cancelled, the MIKON Foundation will return in full the fee paid for participation of the Participant in the Conference to the Payer.
2. In the event that the date of the Conference is changed and the Participant does not wish to participate in the Conference in the new date, the MIKON Foundation will return in full the fee paid for participation of the Participant in the Conference to the Payer.
3. The refund of the fee paid by the Payer for participation in the Conference due to the cancellation of the Conference or date change, is determined by the provisions of § V para. 4 of the Terms & conditions.

§ VII. Participation

1. As SPSympo-2021 has moved to a completely virtual approach, the conference organizers are striving to have as many sessions as it is possible via a dedicated online system (as presentations, meetings, tutorials i.e. in the format of webinars, etc.). All sessions will be in synchronous forms of engagement online between September 21 –

September 23, 2021. Sessions will be organized in 2 or 3 thematic tracks. Visit the Website for the latest conference program information.

2. All the technical rules and aspects for remote access to the Conference will be defined by July 15, 2021 and available to the Participants on the Website.
3. The Registration entitles the Participant to access to the Conference for which he/she has registered. Any and all other costs associated with the participation shall be borne solely by the Participant, and the MIKON Foundation shall have no liability for such costs.
4. By participating in the Conference the Participant acknowledges and agrees to grant the MIKON Foundation the right at the Conference to record, film, live stream, photograph, or capture your likeness in any media now available or hereafter developed and to distribute, broadcast, use, or otherwise globally to disseminate, in perpetuity, such media without any further approval from the Participant or any payment to him/her. This grant to the MIKON Foundation includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to allow others to use or disseminate the media.
5. The Participant acknowledges and agrees that the MIKON Foundation, in its sole discretion, reserves the right to change any and all aspects of the Conference, including but not limited to, the Conference themes, content, program, speakers, performers, hosts, moderators, venue, and time.

§ VIII. Complaint procedure

1. Any complaints regarding:
 - a. Registration – may be submitted by the Participant or User,
 - b. Participation - may be submitted by the Participant;
 - c. payments and fees for participation in the Conference – may be submitted by the Participant or the Payer.
2. Complaints must be submitted within 14 (say: fourteen) days from the day of the event which is the basis of the complaint, but no later than 3 (say: three) days before the date of the Conference – as to complaints regarding Registration or fees. The provision of § V para. 3 of the Terms & conditions shall apply accordingly.
3. In the complaint application, regardless of its form, it is necessary to include the following information:
 - a. Participant full name,
 - b. Payer's or User (depending on complaint) denomination,
 - c. the reason for submitting a complaint,
 - d. detailed description of the complaint event,
 - e. the address to which the reply should be sent.
4. To be considered, complaints have to:
 - a. be sent in an appropriate manner and in a timely manner, and
 - b. contain all the required information referred to in para. 3 letters a-d above.

5. The MIKON Foundation recognizes complaints promptly, however not later than within 14 (say: fourteen) days from the date of receipt of a proper complaint notification.
6. The settlement of the complaint application is sent to the address indicated in complaint or Participant's Address (in case no other address was indicated).

§ IX. Personal data

1. The MIKON Foundation is the controller of the Personal Data.
2. The MIKON Foundation may processes following Personal Data (depending on the scope, as submitted by data subject):
 - a. of the Participant:
 - 1) first and last name;
 - 2) full academic title / professional position;
 - 3) e-mail address;
 - 4) Organization / Company with which the Participant is associated;
 - 5) correspondence address.
 - b. of the Payer:
 - 1) first and last name or other designation;
 - 2) account number and bank designation;
 - 3) address.
 - c. of the User:
 - 1) e-mail address;
 - d. of the payer (for the purpose of invoicing):
 - 1) first and last name / business name;
 - 2) address;
 - 3) tax identification number.
3. The MIKON Foundation processes Personal Data:
 - a. For the purpose of participation in the Conference, payments (including invoicing) and maintaining and use of the Account;
 - b. on the basis of:
 - 1) necessity for the performance of the contract concluded with the MIKON Foundation,
 - 2) voluntary consent of the data subject, if such a consent is not necessary to participate in the Conference, but useful for other purposes, like contact purposes or Paper submission,
 - 3) provisions of law, that is related to invoicing and accounting;
 - 4) legitimate interests pursued by the controller such as pursuing claims.
 - c. in accordance with applicable law.
4. Data subjects have right to:
 - a. inspect and correct their Personal Data;
 - b. transfer their Personal Data to another controller;
 - c. erase their Personal Data, if allowed by law, especially as a result of withdrawal of their consent to process them, however in that case withdrawal may prevent them from Participation or using the Account;

- d. object to Personal Data processing based on Controller's legitimate interests.
5. In the event that the payment for Participation takes place via Electronic Payment, Personal Data are processed by Przelewy24, according to the rules set by Przelewy24.
6. When using the Website, the rules of the adopted privacy policy apply. They can be found at <http://spsympo.p.lodz.pl/index.php/about/privacy-policy>.

§ IX. Procedural provisions

1. All legal relations to which the Terms & conditions apply are subject to Polish law, with the reservation, however, that the choice of foreign law for the consumer who is their party does not deprive such person of protection resulting from the mandatory provisions of law in the country of his permanent place of residence.
2. The Terms & conditions are available on the Website.
3. The MIKON Foundation is entitled to amend the Terms & conditions, but any amendments to the Terms & conditions come into force upon publication on the Website of the consolidated text of the Terms & conditions taking into account the changes.
4. Questions about the Terms of Service should be sent to the Address of the MIKON Foundation.

Annex I – Conference withdrawal form

Annex II - Regulations for the provision of services by electronic means

Date: 5 March 2021

SPSYMPO-2021 WITHDRAWAL FORM

If you wish to withdraw your participation from the Signal Processing Symposium 2021, please fill out and return this form by email to: spsympo@info.p.lodz.pl or by a traditional post to MIKON Microwave and Radiolocation Foundation, Nowowiejska St. 15/19, 00-665, Warsaw, Poland.

I hereby revoke my registration concluded by me for the participation in the Signal Processing Symposium 2021 made on _____

and request the refund of amount _____

Name of the Participant

Participant e-mail Address

Signature of the consumer (only in the case of communication on paper)

Date

Regulations for the provision of services by electronic means

Under provisions of the Act of 18 July 2002 on the provision of services by electronic means, the MIKON Microwave and Radiolocation Foundation establishes these regulations for the provision of services by electronic means, hereinafter referred to as the “**Regulations**” and undertakes to comply with them.

I. General provisions

1. Definitions of terms used in the Regulations:

- a) **Act on Provision of Electronic Services** – Act on Provision of Electronic Services of 18 July 2002. (Journal of Laws No. 144, item 1204, as amended);
- b) **Agreement** – an agreement on the provision of Services concluded through the Website between the Foundation and the User;
- c) **Conference** – conference under the title: Signal Processing Symposium (SPSympo-2021), which will be organized virtually from 21 to 23 September 2021;
- d) **Electronic means of communication** – technical solutions, including ICT devices and software tools cooperating with them, enabling individual communication remotely using data transmission between ICT systems;
- e) **Foundation** – MIKON Microwave and Radiolocation Foundation based in Warsaw, (postal code) 00-665, Nowowiejska St. 15/19, Poland, entered under KRS number 0000558655 in the register of associations, other social and professional organizations, foundations and independent public healthcare institutions of the National Court Register and in the register of entrepreneurs of the National Court Register, Tax Identification Number PL7010485008, REGON: 36155860400000;
- f) **ICT system** – a set of cooperating IT equipment and software, ensuring processing and storage, as well as sending and receiving data via telecommunications networks by means of a terminal device appropriate for a given type of network within the meaning of the Telecommunications Law;
- g) **Order** – the User’s declaration of will aimed directly at concluding the Agreement, which shall include in particular type and number of Services;
- h) **Provision of services by electronic means** – provision of a service provided without the parties being present at the same time (remotely) through the transmission of data at the individual request of the service recipient, transmitted and received by means of devices for electronic processing, including digital compression, and data storage, which is entirely transmitted, received or transmitted by means of a telecommunications network within the meaning of the Telecommunications Law;
- i) **Service or Services** – services provided electronically by the Foundation, described in Part II of the foregoing Regulations;
- j) **User** – any person who uses the following Service in any way, and who is obliged to comply with the foregoing Regulations;

- k) **Terms & Conditions** - SPSympo-2021 Terms and Conditions of Booking, participation and Payment, being an appendix to the Regulations;
 - l) **Website** – the dedicated website available at the address: <http://spsympo.p.lodz.pl>, within which particular Services function.
2. The foregoing Regulations define the types, scope and conditions of providing Services electronically by the Foundation through the Website, the conditions of concluding and terminating Agreements, as well as the complaint procedure.

II. Types and scope of Services

1. Within the framework of the Website, the User may use the Services in relation to conferences organized by the Foundation, in particular:
- a) create User's account;
 - b) register for the Conference;
 - c) submit papers for the Conference;
 - d) read content of the sub-page of the Website dedicated to the Services;
 - e) make payments related to the Conference;
 - f) communicate with the Foundation.
2. Regulations and Terms & Conditions are complement with each other, creating jointly commitment from both User and Foundation.

III. Conditions of providing Services

1. The Foundation provides Services in real time, free of charge and in compliance with the Regulations.
2. The Foundation shall not be liable for the consequences of using the Services provided by the Foundation electronically in a manner contrary to the provisions of applicable law or the provisions of the Regulations.
3. In order to use the Service, the User should meet the following technical requirements, necessary for cooperation with the Foundation's IT system:
- a) broadband internet connection;
 - b) a web browser that complies with XHTML 1.0 Strict doctype without an XML declaration;
 - c) active e-mail account;
 - d) acceptance of cookies.

III. Cookies

1. Cookie files are IT data, in particular text files, which are stored in the end device of the Website User and are intended for the use of the Website.
2. Cookies allow to recognize the User's device and properly display the Website tailored to his individual preferences.
3. More information about cookies may be found at <https://spsympo.p.lodz.pl/index.php/about/privacy-policy>.

IV. Payment rules

Roles for payments are specified in the Terms & Conditions.

V. Conditions for concluding and terminating provision of Services

1. The Agreement on the provision of Services is concluded when the User enters the appropriate sub-page within the Website – “Submit Abstract” or “Submit Paper”, redirecting User to <https://www.conftool.net/spsympo2021/> - or uses the redirection to this sub-page. The Agreement in the scope as stated hereinabove is terminated when the User closes the Website or leaves the sub-page.
2. Starting to use any of the Services described in section 1 hereinabove is tantamount to full acceptance by the recipient of the terms of the foregoing Regulations without the need to draw up a separate agreement. Each User, from the moment of taking the actions referred to above, is obliged to comply with the provisions of the foregoing Regulations.
3. In a scope in which the Agreement concerns Services described in section 1 hereinabove which, due to their nature, cannot be returned, the Parties agree to provide the Services immediately, as they concern delivery of digital content that is not recorded on a tangible medium. Consequently, the User does not have a statutory right to withdraw from the Agreement within 14 days from the date of its conclusion.

VI. Privacy policy

When using the Services, the rules of the adopted privacy policy apply. They can be found at <http://spsympo.p.lodz.pl/index.php/about/privacy-policy>.

VII. Complaints

1. The User has the right to lodge complaints regarding the Service.
2. Complaints should be submitted in writing, by a registered letter to the address of the Foundation: Nowowiejska St. 15/19, 00-665 Warsaw, Poland, or by e-mail to the address: spsympo@info.p.lodz.pl, within 7 days from the date when the problem giving a basis to the complaint appeared.
3. A properly submitted complaint should include at least the name and surname, mailing address (place of residence or e-mail) and a description of the problem which is the basis of the complaint.
4. The Foundation will make every effort to ensure that complaints are dealt with within 14 days of receiving them. The Foundation will immediately notify the complainant of the outcome of the complaint via e-mail to the e-mail address provided in the complaint notification.
5. Complaints which do not contain the data listed in section 3 above or were submitted after the deadline referred to in section 2 of the foregoing paragraph are not subject to consideration.

VIII. Final resolutions

1. The Website contains content protected by copyright, industrial property rights or intangible assets protected by intellectual property rights. None of these contents, in particular text, graphics, trademarks, logos, icons, photographs, programs, presented on

the Service may be reproduced or distributed in any form and in any way without the prior consent of the Foundation. The User undertakes to use the content of the Service for personal use only, in compliance with the Regulations.

2. The Foundation has the right to block or temporarily suspend access to the Services for the period necessary to remove any threats or irregularities due to security reasons or any other reasons being beyond the Foundation's control.
3. The Regulations are published on the Website: spsympo.p.lodz.pl and it is available free of charge for public use by all entities, in particular by Users, in a manner that facilitates its acquisition, reproduction, storage and recording in the ordinary course of activities by means of an ICT system, which is used by a given entity.
4. In case of a change in the Regulations, its delivery to the User will take place by means of placing it on the sub-pages of the Service.
5. In matters not regulated by the Regulations, the generally applicable provisions of the Polish law shall apply, and any disputes shall be settled by competent Polish courts.