

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

Annex II to SPSympo-2021 TERMS AND CONDITIONS

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.