# Website Terms of Service

#### I. General Provisions

Terms of Service - these terms of service

Service - "Vitworker" online services, available at https://vitworker.com

**Service Provider** - "VITWORKER SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ" company with registered office at ul. GRUNWALDZKA 235/--- 85-438 BYDGOSZCZ KUJAWSKO-POMORSKIE, NIP: 5542945159, KRS: 0000658417,

**Service User** - any natural person accessing the Service and using services provided by the Service Provider through the Service.

**Electronic Communication** - Communication between parties through electronic mail (e-mail) and contact forms available on the www website.

# **II.** General Provisions

- The Terms of Service define the rules for the functioning and use of the Service and determine the scope of rights and obligations of Service Users and the Service Provider related to the use of the Service.
- The subject of the Service Provider's services is to provide free tools in the form of the Service, enabling Service Users to access content in the form of entries, articles, audiovisual materials, or internet applications and electronic forms.
- Any content, articles, and information containing features of tips or advice published on the Service are only a general collection of information and are not directed to individual Service Users. The Service Provider is not responsible for their use by Service Users.
- The Service User takes full responsibility for the way of using materials provided within the Service, including their use in accordance with applicable legal regulations.
- The Service Provider does not provide any guarantee regarding the usefulness of materials placed on the Service.
- The Service Provider is not responsible for any damages incurred by Service Users of the Service or third parties in connection with the use of the Service. The Service User using the services of the Service assumes all risks associated with the use of the Service, especially with the use and utilization of information posted on the Service.

## **III.** Conditions of Service Use

- The use of the Service by each Service User is free and voluntary.
- Service Users are obligated to familiarize themselves with the Terms of Service and other documents constituting its integral part and must fully accept its provisions in order to continue using the Service.
- Service Users may not use any obtained personal data from the Service for marketing purposes.
- Technical requirements for using the Service:
  - Device with a display enabling the display of websites,
  - Internet connection,
  - Any web browser that displays websites in accordance with the standards and provisions of the W3C Consortium and supports websites available in HTML5 language,
  - Enabled JavaScript support,
  - Enabled Cookie support
- To ensure the security of the Service Provider, Service Users, and other Service Users using the Service, all Service Users using the Service should adhere to generally accepted network security principles,
- Actions performed personally by Service Users or using software are prohibited:
  - Without written consent, decompilation and analysis of source code,
  - Without written consent, causing excessive server load,
  - Without written consent, attempting to detect vulnerabilities in the Service's security and server configuration,
  - Attempting to upload or inject code, scripts, and software into the server and database without written consent, which may harm the Service's software, other Service Users, or the Service Provider,
  - Attempting to upload or inject code, scripts, and software into the server and database without written consent, which may track or steal data from Service Users or the Service Provider,
  - Taking any actions to damage, block the operation of the Service, or prevent the achievement of the purpose for which the Service operates.
- In case of detecting the occurrence or potential possibility of a Cybersecurity incident or a violation of GDPR, Service Users should first report this fact to the Service Provider to promptly resolve the issue/threat and secure the interests of all Service Users of the Service.

### **IV. Terms of Newsletter Service**

- Service Users may use the Service without subscribing to the Newsletter.
- Subscribing to the Newsletter is voluntary.
- Subscribing to the Newsletter is free of charge.
- Technical requirements related to the Newsletter service:
- •
- Having an individual e-mail account,
- Terms of the Newsletter service:
  - Providing an individual e-mail account in the electronic form,
  - Verification of the provided e-mail account by activating the link sent to it,
  - Expressing consent to receive e-mail notifications,
- Scope of the Newsletter service:
  - Notification of new updates, entries, contests, and other promotional activities related to the services of the Service,
  - ° Notification of promotional activities of Service partners (Marketing messages),
- Unsubscribing from the Newsletter service:
  - Each Service User subscribed to the Newsletter service has the option to unsubscribe independently.
  - Service Users can do this by using the link provided in each sent e-mail.
  - Unsubscribing from the Newsletter service results in the removal of the provided e-mail address from the Service Provider's database.

# V. Terms of Communication and Provision of Other Services on the Service

- The Service provides services and tools allowing Service Users to interact with the Service in the form of:
  - Contact Form
  - Commenting on entries and articles
- The Service provides contact information in the form of:
  - E-mail address
  - Contact phone number
- In the event of contact by Service Users with the Service Provider, personal data of Service Users will be processed in accordance with the "Privacy Policy," which is an integral part of the Terms of Service.
- Conditions for placing content by Service Users on the Service:
  - It is prohibited to place in the Service any content that is offensive or defamatory towards the Service Provider, other Service Users, third parties, and third-party entities,
  - It is prohibited to place in the Service textual, graphic, audiovisual materials, scripts, programs, and other works for which the Service User does not have a license or whose author of intellectual property rights has not consented to free publication,
  - It is prohibited to place in the Service vulgar, pornographic, erotic, and content contrary to Polish and European law, as well as links to websites containing the specified content,
  - It is prohibited to place in the Service scripts and programs that excessively burden the server, illegal software, software used to violate security, and other similar activities, as well as links to websites containing the specified materials,
  - It is prohibited to place in the Service marketing content and advertisements for other commercial services, products, or commercial websites.

## **VI. Data Collection about Service Users**

- In order to properly provide services through the Service, secure the legal interests of the Service Provider, and ensure compliance with applicable law, the Service Provider collects and processes certain user data through the Service.
- For the proper provision of services, the Service utilizes and stores certain anonymous information about the Service User in cookies files.
- The scope, purposes, methods, and rules of data processing are available in the attachments to the Terms of Service: "RODO Information Obligation" and in the "Privacy Policy," which are integral parts of the Terms of Service.
  - Automatically collected data:
    - IP address
    - Browser type
    - Screen resolution
    - Approximate location
    - Opened pages on the service
    - Time spent on a specific page of the service
    - Operating system type
    - Previous page address
    - Referring page address
    - Browser language
    - Internet connection speed
    - Internet service provider
    - Anonymous demographic data based on Google Analytics:

- Gender
- Age
- Interests
- Anonymous data necessary for serving ads:
  - Data related to remarketing
  - Data related to reporting on displayed ads
- The above data is obtained through the Google Analytics script and is anonymous.
- Data collected when subscribing to the newsletter:
  - Email address

# **VII.** Copyrights

- The owner of the Service and the copyrights to the service is the Service Provider.
- Some data posted on the Service are protected by copyrights belonging to companies, institutions, and third parties unrelated to the Service Provider, and are used based on obtained licenses or licenses based on free consent.
- In accordance with the Law of February 4, 1994, on copyright, it is prohibited to use, copy, reproduce in any form, and store in search engines, excluding the Google, Bing, Yahoo, NetSprint, DuckDuckGo, Facebook, and LinkedIn search engines, any articles, descriptions, photos, and any other content, graphic materials, videos, or audios found on the Service without the written consent or consent provided through Electronic Communication of their legal owner.
- In accordance with the Law of February 4, 1994, on copyright protection, simple press information, understood as information alone, without the author's commentary and evaluation, is not subject to copyright. The author understands this as the possibility of using information from texts posted on the website, but not copying the whole or part of articles unless indicated in the specific material provided in the Service.

# VIII. Changes to the Terms of Service

- All provisions of the Terms of Service may be unilaterally amended by the Service Provider at any time, without stating reasons.
- Changes to the Terms of Service take effect immediately upon their publication.
- It is considered that every Service User who continues to use the Service after the change of the Terms of Service accepts it in its entirety.

## **IX. Final Provisions**

- The Service Provider is not responsible in any way, as permitted by applicable law, for the content transmitted and published on the Service by Service Users, for their accuracy, reliability, authenticity, or legal defects.
- The Service Provider will make every effort to ensure that the services of the Service are offered continuously. However, it does not assume any responsibility for disruptions caused by force majeure or unauthorized interference by Service Users, third parties, or the activity of external automatic programs.
- The Service Provider reserves the right to change any information posted on the Service at a time chosen by the Service Provider, without the need to notify Service Users using the services of the Service in advance.
- The Service Provider reserves the right to temporarily, completely, or partially disable the Service to improve it, add services, or perform maintenance, without prior notice to Service Users.
- The Service Provider reserves the right to permanently disable the Service without prior notice to Service Users.
- The Service Provider reserves the right to assign in whole or in part all of its rights and obligations related to the Service without the consent and the possibility of any objections by Service Users.
- The current and previous Terms of Service are available on this subpage under the current Terms of Service.
- For all matters related to the operation of the Service, contact the Service Provider using one of the following forms of contact:
- By using the contact form available on the Service

- By sending a message to the email address: biuro@vitworker.com
- By phone at: +48 535 239 565
- Contact using the specified means of communication only for matters related to the operation of the Service.