

## Terms and conditions of arago.house website

These Terms and conditions set forth the general terms, conditions and free services of the website [www.arago.house](http://www.arago.house) (hereinafter referred to as: "Website").

### § 1 Definitions

1. Contact Form - a form available on the Website that allows the User to directly contact the Service Provider.
2. Consumer - means a natural person making a legal transaction not directly related to his/her business or professional activity.
3. Entrepreneur - means a natural person, a legal person or an organizational unit that is not a legal person, to which the law grants legal capacity, conducting in its own name a business or professional activity and performing a legal action directly related to its business or professional activity.
4. Terms and Conditions - means these terms and conditions of the Website.
5. Service Provider - means Arago House spółka z ograniczoną odpowiedzialnością sp. k. with its registered office in Kominy, ul. Jastrzębia 24, Kominy, 87-300 Brodnica, holding tax identification number (NIP): 8741812617, REGON [Business Reg. No.]: 528926591, entered in the register of entrepreneurs by the District Court in Toruń, VII Economic Department of the National Court Register under the KRS [NCR] number 0001111135; e-mail: kontakt@arago.house which is also the owner of the Website.
6. User - means a subject using the functionality of the Website, for which services are provided by the Service Provider, having full legal capacity.

### § 2 General provisions and use of the Website

1. All rights to the Website including property copyrights, intellectual property rights to its name, Internet domain, as well as to templates, forms, logos belong to the Service Provider, and the use of the Website may be carried out only in the manner specified and in accordance with the Terms and Conditions.
2. The Service Provider will endeavor to make use of the Website possible for Internet users using all popular Internet browsers, operating systems, device types and Internet connection types. The minimum technical requirements for using the Website of the Service are a web browser of at least Chrome 69.0.3497.100, Firefox 62.0.2, Safari 11.1, Opera 55.0.2994.44, Microsoft Edge 42.17134.1.0, Internet Explorer 11.0.9600.18124 or later, with Javascript enabled, accepting cookies and an Internet connection of at least 2 Mbit/s. Page The website is responsive and dynamically adjusts to any screen resolution.
3. The Service Provider uses the mechanism of "cookies" files, which are saved by the Service Provider's server on the User's terminal device when the Users use the Website. The use of "cookies" is aimed at the proper operation of the Website on the Users' terminal devices. This mechanism does not damage the User's terminal device and does not cause configuration changes in the Users' terminal devices or in the software installed on these devices. Each User may disable the "cookies" mechanism in the web browser of his/her end device. The Service Provider indicates that disabling "cookies" may, however, make it difficult or impossible to use the Website.
4. It is forbidden for the User to provide content of an unlawful nature and for the User to use the Website in a manner contrary to the law, morality, violating the personal rights of third parties or the legitimate interests of the Service Provider.

5. The Service Provider declares that the public nature of the Internet may be associated with the risk of obtaining and modifying Users' data by unauthorized persons, so Users should use appropriate technical measures to minimize the aforementioned risks. In particular, use anti-virus and identity protection programs for Internet users.
6. You are entitled to use the resources of the Website solely for your own use. It is not permissible to use the resources and functions of the Website for the purpose of conducting activities by the User that would harm the interests of the Service Provider.
7. Product information provided by the Service Provider on the Website is for information purposes only and does not constitute an offer within the meaning of the Civil Code.

### **§ 3 Services**

1. The Service Provider provides electronic services to Users free of charge. Services are provided 24 hours a day, 7 days a week.
2. The Service Provider provides the following services to Users, electronically free of charge:
  - a) Contact form.
3. The Contact Form service involves sending a message to the Service Provider using a form on the Website. In order to use the service, the User fills out the form provided on the Website of the Service and sends the completed form electronically to the Service Provider by selecting the appropriate function found in the form.
4. The Service Provider is entitled to block access to free services, in the case of the User's acting to the detriment of the Service Provider or other Users, the User's violation of the law or the provisions of the Terms and Conditions, as well as when blocking access to free services is justified by security reasons - in particular: breaking the security of the Website by the User or other hacking activities. The blocking of access to free services for the aforementioned reasons lasts for the period necessary to resolve the issue forming the basis for the blocking of access to free services. The Service Provider shall notify the User of its intention to block access to free services by e-mail to the address provided by the User in the content posting form.

### **§ 4 Complaints**

1. The User may submit complaints to the Service Provider in connection with the use of services provided electronically by the Service Provider. A complaint may be submitted electronically and sent to the Service Provider's electronic address. In the complaint notification, the User should include a description of the problem. The Service Provider shall promptly, but no later than within 14 days, consider complaints and respond to the User's e-mail address provided in the complaint.
2. The Service Provider allows the User, who is a Consumer, to use out-of-court settlement of consumer disputes.

### **§ 5 User Responsibility**

in terms of the uploaded content

1. The user declares that:
  - a) is entitled to use the author's economic rights, industrial property rights and/or related rights to - respectively - works, objects of industrial property rights (e.g. trademarks) and/or objects of related rights that comprise the content submitted by him;

b) the placement and sharing of personal data, image and third-party information within the services referred to in §3 above has occurred legally, voluntarily and with the consent of the persons concerned.

2. The user is not entitled to activities such as:

a) posting in the use of the services referred to in §3 above, personal data of third parties and dissemination of images of third parties without the legally required permission or consent;

b) posting advertising and/or promotional content as part of the use of the services referred to in §3 above.

3. It is forbidden for Users to send, in the course of using the services referred to in §3 above, content that could, in particular:

a) be sent in bad faith, for example, with the intention of violating the personal rights of third parties;

b) infringe any rights of third parties, including rights related to the protection of copyright and related rights, the protection of industrial property rights, business secrets or having to do with confidentiality obligations;

c) have an offensive nature or constitute a threat directed to other persons, contain vocabulary that violates good morals (e.g. through the use of vulgarisms or terms generally considered offensive);

d) otherwise violate the provisions of the Terms and Conditions, good morals, provisions of applicable law, social norms or customs.

### **§ 6 Reporting a threat or violation of rights**

1. If the User or any other person or entity believes that the content published on the Website violates their rights, personal rights, morals, good morals, feelings, morals, beliefs, fair competition, know-how, secrets protected by law or under an obligation, they should notify the Service Provider of the potential violation.

2. The Service Provider notified of a potential violation shall take immediate action to remove the content causing the violation from the Website.

### **§ 7 Data protection policy**

1. The principles of protection of Personal Data are posted in the Privacy Policy.

### **§ 8 Final provisions and amendment of the Terms and Conditions**

1. The content of these Terms and Conditions may be recorded by printing, saving to media or downloading at any time from the Website.

2. The Service Provider shall inform the User who is a Consumer about the possibility of using out-of-court ways to handle complaints and claims. The rules for access to these procedures are available at the offices or on the websites of entities authorized to handle disputes out of court. These may include, in particular, consumer ombudsmen or Provincial Inspectorates of Commercial Inspection, a list of which is available on the website of the Office of Competition and Consumer Protection at [http://www.uokik.gov.pl/sporv\\_consumer.php](http://www.uokik.gov.pl/sporv_consumer.php).

3. The service provider informs that a platform for online dispute resolution between consumers and businesses at the EU level (ODR platform) is available at <http://ec.europa.eu/consumers/odr/>.

4. The Service Provider reserves the right to amend these Terms and Conditions.

[www.arago.house](http://www.arago.house)

5. The Terms and Conditions shall come into force on 07/08/2024.