

**TERMS AND CONDITIONS OF PROVISION OF ELECTRONIC SERVICES
of the E-tourism Component of the “Virtual Warsaw Functional Area” Project of the
Warsawpolis Guide Application addressed to the Application User**

**Warsaw Tourist Office
Pl. Defilad 1 (10th floor, room 1051), 00-901 Warsaw**

Effective from 15.08.2022.

§ 1 GENERAL PROVISIONS

1. Terms and Conditions for provision of services by electronic means of the E-tourism component of the Project “Virtual Warsaw Functional Area of the Warsawpolis Guide Application” (hereinafter referred to as: “**Terms and Conditions**”), set forth the rights and obligations of the Application User and the Service Provider related to the provision of services through the Warsawpolis Guide Application.
2. The owner of the Application is the Capital City of Warsaw – Warsaw Tourist Office, Pl. Defilad 1 (10th floor, room 1051), 00-901 Warsaw.
3. These Terms and Conditions also set out the liability rules for both the Service Provider and the Application User.
4. These Terms and Conditions are generally available through the Application and on the website: warsawtour.pl – in a form that allows it to be downloaded, saved and printed, as well as in hard copy at the Service Provider’s headquarters and in the mobile application.
5. The Application User is obliged to comply with these Terms and Conditions.
6. The services provided by the Service Provider are provided in accordance with and on the basis of these Terms and Conditions.
7. The Application User is obliged to read these Terms and Conditions before using the Application.
8. By starting to use the Application, you signify that have read, understood and fully accepted the terms of these Terms and Conditions and the Privacy Policy.
9. All rights to the Mobile Application and the materials contained therein (in particular text, photographs, film footage, sound, graphics), including proprietary copyrights, intellectual property rights to its name and logos belong to the Provider or third parties, and may be used only in the manner specified and in accordance with these Terms of Use. Trademarks and brand names are presented in the Application for information purposes only and are the property of their respective owners.

§ 2 DEFINITIONS

The Terms and Conditions refer to the following terms, below are their definitions:

1. **Application** – the Warsawpolis Guide application being an E-tourism component of the “Virtual Warsaw Functional Area” Project (Virtual WOF) prepared within the framework of project No. RPMA.02.01.02-14-8835/17-00 co-financed by the European Union from the European Regional Development Fund – Regional Operational Programme of the Mazovian Voivodeship for 2014-2020;
2. **Author** – the author of the work presented in the Application;
3. **Personal Data** – information about an identified or identifiable natural person (“**Data Subject**”). An identifiable person is one who can be identified, directly or indirectly, in

particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the natural person;

4. **Survey** – a form to be filled in by the Application User, through which the Application User will send the following data (hereinafter referred to as Survey Data) to the statistical module from the Application level:
 - a. gender (choice list)
 - b. age range (choice list)
 - c. purpose of the visit (choice list)
 - d. country (choice list)
 - e. province, in the case of visitors from Poland (choice list)
5. **Civil Code** – the Act of 23 April 1964 Civil Code (Dz.U. [Journal of Laws] 2020.1740, consolidated text of 2020.10.08);
6. **Tourist Sites** – all sites relevant to the Provider and Partners entered in the Application for the purpose of presenting them to the User;
7. **Tourist Routes** – all tourist routes, relevant from the point of view of the Provider and Partners, entered into the Application in order to present them to the User;
8. **Regulation or GDPR** – the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (Dz.Urz.U. [Official Journal of the European Union] UE L no. 119/1);
9. **Services** – actual and legal actions performed by the Service Provider within the scope of the operation of the Application, consisting, inter alia, of the presentation of tourist routes and facilities, which may be of interest to the User, located “along the route” of a journey selected by the User and navigated using Google Maps;
10. **Service Provider** – the Capital City of Warsaw, Warsaw Tourist Office, Pl. Defilad 1 (10th floor, room 1051), 00-901 Warsaw;
11. **Personal data protection act** – the Act of 10 May 2018 on the protection of personal data (Dz.U. [Journal of Laws] 2019.1781 consolidated text of 2019.09.19);
12. **Act on copyright and related rights** – the Act of 4 February 1994 on copyright and related rights (Dz.U. [Journal of Laws] 2021.1062, consolidated text of 2021.06.14);
13. **Act on provision of electronic services** – the Act of 18 July 2002 on provision of services by electronic means (Dz.U [Journal of Laws] 2020.344 consolidated text of 2020.03.03);
14. **Application User** – , an individual using the Application functionalities which do not require logging into the system and creating an Account;

§ 3 RULES OF ACCESS TO THE APPLICATION AND GENERAL TERMS OF USING THE APPLICATION

1. The application is for information purposes only.
2. The Application and the Application resources are made available to Application Users free of charge.
3. The mobile device on which the Application User launches the downloaded and installed Application must meet the following technical requirements: iOS version minimum 13, Android version minimum 10 and Harmony OS version minimum 2.
4. The public section of the Application be used by any Application User having a mobile device meeting the conditions specified in clause 3, which communicates with a public Internet network and supports website technology.
5. For the safe use of the Application, it is recommended that the device used by the Application User, in particular, has all available updates for the operating system and the Internet browser which relate to security installed.
6. The application can be downloaded using the following online shops: App Store (for iOS), Google Play (for Android) and AppGallery (for Harmony OS).
7. In order to use the Application it is not necessary to create an Account.
8. Downloading the Application and using the services offered through it is free of charge, subject to clause 9 below.
9. An internet connection is required to download, install, run and use the Application. All Internet connection costs, in particular data transmission costs, shall be borne by the Application User on their own account pursuant to agreements concluded by the Application User with telecommunications operators or another Internet provider. The Provider shall not be liable for non-performance or improper performance of services by telecommunications operators or other Internet providers with whom the Application User has concluded agreements.
10. The Application does not collect or store personal data of the Application User (see § 7 of the Terms and Conditions).
11. In order to use the Application, the User must complete a Questionnaire. The data from the Questionnaire shall include the data referred to in § 2(4) of the Terms and Conditions.
12. The main goal of the Warsawpolis Guide Application is to provide the user with an electronic, virtual guide, which will lead them to the most interesting tourist places and attractions, from their point of view, that are located in the area covered by the Virtual WOF project (Warsaw and 21 municipalities near Warsaw). The aim of the Application is to increase tourist attractiveness of the sites included in the project by adding previously unavailable features, such as the ability to send an e-postcard from the place

visited, the possibility of visiting the site with a historical figure associated with it, or visualisation of historical events in the form of augmented reality (AR).

13. Any information concerning products and information sent by the Service Provider using PUSH notifications in the Application resources do not constitute a commercial offer within the meaning of the civil law.
14. Any references to other websites (links) do not constitute an instruction by the Provider to use them directed to Application Users.
15. In the event of a failure or other disruption in the provision of the Service, the Provider reserves the right to temporarily cease the provision of the Service at any time for technical reasons related to the operation of the devices used to operate the Application. The Service Provider declares that it will take all steps to restore the full performance of the Application as soon as possible in the event of a failure and to minimise its effects.
16. The Service Provider has the right to refrain from providing the Service, including stopping it altogether.
17. The Service Provider reserves the right to freely modify the Services provided, as well as the programs, systems and applications used for this purpose, without having to modify these Terms and Conditions.
18. The Application User may use the Services provided through the Application 7 days a week, 24 hours a day.
19. The Provider reserves the right to interrupt the operation of the Application necessary for its maintenance or updating.
20. The Application User must use the Application in compliance with generally applicable law, rules of social conduct, the Terms and Condition and any terms of use and privacy policies applicable to the use of the Application.
21. Use of the Application by the Application User other than for permitted use is prohibited without the express consent of the Service Provider.
22. The Application User shall notify the Service Provider of any violation of their rights in connection with the use of the Application.
23. The User uses the Application voluntarily and at their own risk.
24. The Application User has the right to terminate use of the Application at any time, in particular if the Application User does not accept amendments to the Terms and Conditions, the Privacy Policy or modifications to the Application.

§ 4 LIABILITY OF THE PARTIES

1. The Application User shall repair any damage caused to the Provider or to other Application Users through both intentional and negligent fault.
2. The Service Provider shall not be liable to the Application Users or third parties for acts or omissions in connection with the provision of the Services on the Application, except

for infringements caused by the Service Provider's sole intentional fault.

3. The Application User shall be released from this liability if its failure to perform its obligations under these Terms of Use or the concluded service agreement is due to circumstances for which it is not responsible, in particular force majeure.
4. The Service Provider shall not be liable to Application Users who violate the provisions of these Terms and Conditions for any damage caused by the discontinuation of the Services.
5. The Provider shall not be liable for any damage caused to third parties as a result of the use of the Application by Application Users in a manner contrary to the provisions of these Terms and Conditions and the law.
6. The Provider shall not be responsible for any hindrance to the functioning of and access to the Application due to external factors which it could not prevent or prevent, including those caused by the Application Users or third parties. The Provider shall also not be liable for damage caused to Application Users due to circumstances for which it cannot be held responsible, such as force majeure or acts and omissions of third parties over which it has no direct control.

§ 5 COMPLAINTS PROCEDURE

1. Application Users have the right to lodge a complaint about the Services provided by the Service Provider. The Provider undertakes to make every effort to ensure that each complaint, once correctly submitted, is acknowledged within 14 days of its receipt, of which it will notify the Application User by e-mail.
2. The document constituting the complaint must contain the exact designation of the person making the complaint, a description of what the complaint concerns and the circumstances substantiating the complaint. The document in question should be sent by registered mail to the Service Provider's address or to the Service Provider's e-mail address. It must be entitled "Reklamacja" [complaint].

§ 6 TERMINATION OF THE CONTRACT

1. The service contract may be terminated by either party.
2. The Application User, who is a consumer within the meaning of the Civil Code, may withdraw from the Agreement within 14 days of concluding the Agreement without giving any reason by submitting an appropriate statement to the Provider, as well as by deleting the Application (uninstalling it) from the Mobile Device.
3. In the event of termination of the agreement by the Application User, the Service Provider will cease to provide the services under the agreement immediately.
4. In the event that the Application User commits any infringement, the Service Provider is entitled to take all legally permissible actions to enforce its own claims as well as those of other Application Users.

5. The Service Provider reserves the right to remove the Application User from the Application if the User remains inactive for 12 months from the date of completing the Questionnaire.

§ 7 PERSONAL DATA AND COOKIES POLICY

1. The detailed rules of processing personal data (e.g. geolocation data, statistical data, questionnaire data), as well as information concerning the use of cookies within the Application are specified in the Privacy Policy of the E-tourism component of the “Virtual Warsaw Functional Area” Project of the Warsawpolis Guide Application, to which the User agrees by accepting these Terms and Conditions.

§ 8 FINAL PROVISIONS

1. The Terms and Conditions shall be valid indefinitely from the date of their introduction. The Service Provider has the right to amend the Terms and Conditions at any time and for any reason.
2. Information on amendments to the Terms and Conditions will be made available to Application Users by displaying it in the Application window. The amendments shall enter into force on the date indicated by the Service Provider in the said notice of amendment to the Terms and Conditions.
3. The Application Terms and Conditions are governed by Polish law and have been drawn up in Polish, which is the language applicable to the interpretation of their provisions.
4. Any disputes arising in connection with the operation of the Application or in connection with the Terms and Conditions shall be settled by the common court with jurisdiction over the Provider’s registered office.
5. In matters not covered by these Terms and Conditions, the provisions of the Civil Code, the Act on provision of electronic services, the Act on copyright and related rights and other applicable provisions of Polish law shall apply.
6. The Service Provider can be contacted in writing by post to Pl. Defilad 1, 00-901 Warsaw or by e-mail at: sekretariat@go2warsaw.pl