

TERMS AND CONDITIONS OF USE OF THE WEBSITE CITYSOFA.EU

ABOUT US

The owner of the website accessible at www.citysofa.eu (hereinafter referred to as: "the Website") is

STRATUS ONE SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, with its registered office in Poznań, entered in the Register of Entrepreneurs of the National Court Register under number 0000468306, the registry court where the company's documentation is held: Poznań-Nowe Miasto and Wilda District Court in Poznań, 8th Commercial Division of the National Court Register, registered office and address for service: ul. Dobromiejska 40, 60-461 Poznań, Tax Identification Number (NIP) 7811886171, REGON 302489013, share capital: PLN 5,000.00, email address: contact@citysofa.eu, telephone number: +48 668624620 (call charges apply as for a standard telephone call, in accordance with the service provider's tariff package)

(hereinafter referred to as: "Owner" or "Administrator")

Please take a moment to read the terms and conditions of our Website. We are here to help!

Quick contact:

- email: contact@citysofa.eu
- phone: +48 668624620 (call charges apply as for a standard telephone call, in accordance with your service provider's tariff plan)

LEGAL DISCLAIMER

This Website is for information purposes only, enabling you to familiarise yourself with the Website Owner's products or services and to contact them, for example, by submitting an enquiry via the contact form. A newsletter may also be available on the Website, the purpose of which is to provide information about the Website Owner's activities, news and new products and services offered by the Website Owner. The law applicable to the Website, these terms and conditions and any contracts concluded on the basis thereof is Polish law.

The Website is not an online shop and it is not possible to conclude a sales contract via it (this means, amongst other things, that advertisements, price lists and other information about products posted on the Website should not be treated as an offer, but rather as an invitation to conclude a contract). A sales contract may be concluded following a request for quotation addressed to the Website Owner and only after the parties have agreed on the specific terms of such a contract – however, the conclusion and terms of such a contract are governed by a separate sales contract or separate general terms and conditions of sale of products by the Website Owner, which will be made available by the Website Owner.

PERSONAL DATA

The Owner is the controller of personal data processed on the Website. Personal data is processed for the purposes, to the extent and on the grounds and in accordance with the principles set out in the privacy policy published on the Website. The privacy policy primarily contains rules regarding the processing of personal data by the Controller on the Website, including the legal basis, purposes and scope of personal data processing, as well as the rights of data subjects, and information regarding the use of cookies and analytical tools on the Website. Use of the Website is voluntary. Similarly, the provision of personal data by users of the Website is voluntary, subject to the exceptions set out in the privacy policy (e.g. the use of electronic services and the Owner's statutory obligations).

USE OF THE WEBSITE

The Website is accessible to all internet users. On the Website, the Owner provides information about its business activities and the products it offers.

Proper use of the Website requires the following:

- A computer, laptop or other multimedia device with internet access.
- An up-to-date web browser: Mozilla Firefox; Opera; Google Chrome; Safari or Microsoft Edge;
- Any screen resolution (the website is responsive).
- Enabling cookies and JavaScript in your web browser.

Use of the Website is free of charge. Use of the Website must be in accordance with the law and good practice, with due regard for personal rights, the protection of personal data and the rights of the Administrator, other users of the Website and third parties, including copyright and intellectual property rights. Unlawful activities that may hinder the functioning of the Website are prohibited. The provision of unlawful content is also prohibited. You may cease using the Website at any time by closing the website or your web browser.

All information and data submitted by users via the Website must be accurate and contain truthful information. It is prohibited to submit content that violates netiquette rules or contains information that is offensive or unlawfully damages the Owner's reputation, or which may mislead the Owner or other persons. Users are prohibited from using the Website to distribute unsolicited commercial information (spam).

Use of the Website involves the standard risks associated with the Internet. The primary risk for any Internet user is the possibility of their IT system being 'infected' by various types of malicious software created primarily to cause damage or gain unauthorised access to the user's data. To avoid the risks associated with this, the Owner recommends that every user equips the device they use to connect to the Internet with antivirus software and keeps it up to date by installing the latest versions, as well as regularly updating their web browser and the operating system of their device.

In the event of any problems, complaints or queries regarding the use of the Website, or any other queries, please contact the Website Owner, for example using the following methods:

- email: contact@citysofa.eu
- telephone: +48 668624620 (call charges apply as for a standard telephone call, in accordance with your service provider's tariff plan)

In your report, please provide (1) information and details regarding the subject of the report; and (2) the reporter's contact details. We will respond to your report within 14 calendar days.

ELECTRONIC SERVICES AVAILABLE ON THE WEBSITE

In addition to viewing information and other content on the Website, the following electronic services are also available: contact form, blog.

1) Contact form

The contact form allows you to send an enquiry to the Owner. Sending an enquiry does not create any obligations on the part of the user or the Website Owner; it is merely a means of contacting the Website Owner.

Use of the contact form begins when you start filling it in on the Website – it is usually available in the 'Contact' tab and/or at the bottom of the Website. A contact enquiry is submitted upon completion of two consecutive steps – (1) filling in the contact form with the data marked as mandatory and (2) clicking the submit button on

the Website after completing the form – until this point, it is possible to modify the entered data yourself. In the contact form, it is necessary to provide the contact details of the person completing the form: first name and surname/company name, email address, contact telephone number and the content of the message.

The electronic contact form service is provided free of charge; it is a one-off service and ends either when the user sends a contact enquiry via the form or when the user ceases to complete the contact enquiry via the form at an earlier stage.

2) Blog

You can access the blog by going to the relevant news/blog tab on the Website. The blog is available to all visitors to the Website without the need to provide any data or perform any other actions. The blog allows users to read articles and news published by the Owner relating to the subject matter of the Website and its services and products.

The electronic blog service is provided free of charge. The User may cease using the blog at any time and without giving a reason by closing their web browser or leaving the Website.

COPYRIGHT

The copyright and intellectual property rights to the Website as a whole, as well as to the content, graphics, works, designs and trademarks available on it, belong to the Owner or other authorised third parties and are protected by copyright law and other provisions of generally applicable law. Use of the content posted on the Website is permitted without restriction for personal use. Any other use of the content posted on the Website requires the prior express consent of the Administrator or other authorised third parties.

PROVISIONS REGARDING ILLEGAL CONTENT

Illegal content means information which, in itself or by reference to an activity, including the sale of products or the provision of services, is not in accordance with European Union law or with the law of any Member State that is in accordance with European Union law, irrespective of the specific subject matter or nature of that law (hereinafter referred to as: 'illegal content').

Regulations concerning illegal content are set out, inter alia, in the Digital Services Act – Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on the Digital Services Single Market and amending Directive 2000/31/EC (Digital Services Act) (OJ L 277, 27.10.2022, pp. 1–102) (hereinafter: "Digital Services Act").

This section of the Terms and Conditions contains provisions arising from the Digital Services Act in relation to the Website and its Owner. As a general rule, users of the Website are not required to provide content whilst using it. However, users of the Website may have the option to provide content when completing a contact form or adding a comment on the Website using the tools made available for this purpose by the Owner. In any instance where a user of the Website provides content, they are obliged to comply with the rules set out in these Terms and Conditions.

CONTACT POINT – The Owner designates the email address contact@citysofa.eu as the single point of contact. The contact point enables direct communication between the Owner and the authorities of Member States, the European Commission and the Digital Services Board, whilst also enabling service recipients (including Website users) to communicate directly, quickly and easily with the Owner by electronic means, for the purposes of applying the Digital Services Act. The Owner designates Polish and English as the languages for communication with its point of contact.

Procedure for reporting illegal content and activities in accordance with Article 16 of the Digital Services Act:

1. Any person or entity may report to the Owner, via the email address contact@citysofa.eu, the presence of specific information which that person or entity considers to be illegal content.
2. The report should be sufficiently precise and properly substantiated. To this end, the Owner enables and facilitates the submission of reports to the email address provided above, containing the following elements: (1) a sufficiently substantiated explanation of the reasons why the person or entity alleges that the reported information constitutes Illegal Content; (2) a clear indication of the precise electronic location of the information, such as the exact URL or exact URLs, and, where applicable, additional information enabling the identification of the Illegal Content, in accordance with the type of content and the specific type of service; (3) the name and email address of the person or entity making the notification, except in the case of a notification concerning information deemed to be related to one of the offences referred to in Articles 3 to 7 of Directive 2011/93/EU; and (4) a statement confirming the good-faith belief of the person or entity making the notification that the information and allegations contained therein are accurate and complete.
3. The notification referred to above shall be deemed to constitute actual knowledge or awareness for the purposes of Article 6 of the Digital Services Act in relation to the information to which it relates, if it enables the Provider, acting with due diligence, to ascertain – without detailed legal analysis – the unlawful nature of the activity or information in question.
4. If the notification contains the electronic contact details of the person or entity that made the notification, the Owner shall, without undue delay, send such person or entity a confirmation of receipt of the notification. The Owner shall also notify such a person or entity without undue delay of its decision regarding the information to which the report relates, providing information on the possibility of appealing against the decision taken.
5. The Owner shall consider all reports received under the mechanism referred to above and shall take decisions regarding the information to which the reports relate in a timely, non-arbitrary and objective manner, and with due diligence. If the Owner uses automated means for the purposes of such consideration or decision-making, it shall include information on this in the notification referred to in the previous paragraph.

Information regarding the restrictions imposed by the Owner in connection with the use of the Website, with regard to content provided by users of the Website:

1. The following rules apply to Website Users when providing any content on the Website:
 - a. the obligation to use the Website, including the posting of content (e.g. in comments), in accordance with its intended purpose, these Terms and Conditions, and in a manner consistent with the law and good morals, whilst respecting the personal rights, copyright and intellectual property rights of the Owner and third parties;
 - b. the obligation to post content that is factual and not misleading;
 - c. a prohibition on providing unlawful content, including a prohibition on providing Illegal content;
 - d. a ban on sending unsolicited commercial messages (spam) via the Website;
 - e. a prohibition on providing content that violates generally accepted rules of netiquette, including content that is vulgar or offensive;
 - f. the obligation to hold – where necessary – all required rights and permissions to provide such content on the Website, in particular copyright or the required licences, permissions and consents for their use, distribution, sharing or publication, especially the right to publish and distribute on the Website (where necessary) and the right to use and distribute images or personal data in the case of content that includes images or personal data of third parties.
 - g. the obligation to use the Website in a manner that does not pose a threat to the security of the Owner's, the Website's or third parties' information and communication systems.
2. The Owner reserves the right to moderate content provided by users of the Website. Moderation is carried out in good faith and with due diligence, either on the Owner's own initiative or following a report received, for the purpose of detecting, identify and remove Illegal Content or other content that breaches these Terms of Use, or to prevent access to such content, or to take the necessary measures to comply with the requirements of European Union law and national law consistent with European Union law,

including the requirements set out in the Digital Services Act, or the requirements contained in these Terms of Use.

3. The moderation process may be carried out manually by a person or rely on automated or partially automated tools that assist the Owner in identifying Illegal Content or other content that does not comply with the Terms of Service. Upon identifying such content, the Owner shall decide whether to remove it or block access to it, or otherwise restrict its visibility, or take other measures deemed necessary (e.g. contact the author to clarify concerns and amend the content). The Owner shall inform the person who provided the content (if their contact details are available) in a clear and easily understandable manner of their decision, the reasons for it, and the available options for appealing against it.
4. In exercising their rights and obligations under the Digital Services Act, the owner is required to act with due diligence, in an objective and proportionate manner, and with due regard for the rights and legitimate interests of all parties involved, including service recipients, in particular taking into account the rights enshrined in the Charter of Fundamental Rights of the European Union, such as freedom of expression, media freedom and pluralism, and other fundamental rights and freedoms.

Any comments, complaints, claims, appeals or objections regarding decisions or other actions or omissions taken by the Owner on the basis of a received report or a decision taken by the Owner in accordance with the provisions of these Terms and Conditions may be submitted in a manner analogous to the complaints procedure set out above in the section of these Terms and Conditions concerning the use of the Website. Use of this procedure is free of charge and allows complaints to be submitted electronically to the email address provided. Use of the procedure for submitting and considering complaints is without prejudice to the right of the person or entity concerned to bring proceedings before a court and does not infringe upon their other rights.

The Owner shall consider all comments, complaints, claims, appeals or objections regarding decisions or other actions or omissions taken by the Owner on the basis of a received report or a decision made in a timely, non-discriminatory, objective and non-arbitrary manner. If a complaint or other report contains sufficient grounds for the Owner to conclude that its decision not to take action in response to the report is unjustified, or that the information to which the complaint relates is not unlawful or in breach of the terms and conditions, or contains information indicating that the complainant's action does not justify the measure taken, the Owner shall, without undue delay, revoke or amend its decision regarding the possible removal of, or disabling access to, the content, or otherwise limiting its visibility, or take such other action as it deems necessary.

Persons or entities that have reported Illegal Content, to whom the Owner's decisions regarding Illegal Content or content that is in breach of the terms and conditions are addressed, have the right to choose any out-of-court dispute resolution body certified by the Digital Services Coordinator of a Member State to resolve disputes concerning those decisions, including in relation to complaints that have not been resolved through the Owner's internal complaints-handling system.

LINKS

The Website may contain links to other websites. The Administrator urges you to familiarise yourself with the terms and conditions and privacy policy set out on those websites when visiting them. These terms and conditions apply only to this Website.

CONTACT US

If you have any problems or questions regarding the use of the Website, or any other queries, please contact the Website Owner:

- Email: contact@citysofa.eu
- telephone: +48 668624620 (the call is charged at the standard rate, in accordance with your service provider's tariff plan).