

mPamięć APPLICATION – TERMS OF USE AGREEMENT

§ 1

GENERAL CONDITIONS

1. These Terms of Use Agreement (“the Agreement”) apply to the use of the application mPamięć designed for iOS and Android mobile devices (“the Application”).
2. The Terms of Use mentioned above are terms of use in the understanding of Art 8. of the act of 18 July 2002 on Providing Services by Electronic Means (Dz. U. z 2020 r., poz. 344, with further changes).
3. The owner of the Application is Śląskie Centrum Wolności i Solidarności, based in Katowice, ul. Wincentego Pola 38, registered in the register of culture institutions, kept by Wydział Kultury Urzędu Marszałkowskiego Województwa Śląskiego w Katowicach, no. RIK-CW/22/12, REGON 242866640 (“the Owner”).
4. Among the services provided by our Application are:
 1. Displaying a map of the vicinity;
 2. Guiding User to given places with the use of GPS;
 3. Providing information connected to historical landmarks that are shown on the map.
5. The Owner is the sole proprietor of the Application and of all of its contents.

§ 2

SYSTEM REQUIREMENTS

1. To use the Application, Users need to have:
 1. Android 5.0 or newer mobile device or

2. iOS 11 or newer mobile device.
2. Users may use the Application in full without the need to log in or sign up.
3. In order to run and operate correctly, the Application needs the mobile device to activate:
 1. Internet connection/data transfer,
 2. GPS tracker
 3. speakers
 4. vibrations
4. By using the Application, Users accept the Agreement and consent to collection of the location information of the mobile device. The consent concerning location is required for the use of the Application.
5. The Application is free of charge. The use of the Application may generate data transfer to and from mobile networks. Data transfer mentioned above is charged according to the Users' operator network and is borne in full by the Users.

§ 3

TERMS AND CONDITIONS

1. Users must use the Application in a legal way and according to the Agreement.
2. Users must not provide unlawful or illegal content via the Application.
3. Users must not use the Application in a way unspecified by this Agreement without the Owner's consent.
4. In particular, Users must:
 1. use the Application in ways which do not violate its functioning
 2. use the Application in ways that are not bothersome for other Users and the Owner and respect personal rights of the third parties (including the right to privacy) and all other rights
 3. use the content and information obtained by the Application only within a permissible use.

§ 4

RESPONSIBILITIES OF THE OWNER

1. The Owner is not responsible for the restrictions and technical difficulties of ICT systems that are used by the Users' mobile devices and unable or limit the use of the Application and the services it provides.
2. The Application navigates in public space, via sidewalks along roads and across roads that contain traffic. The Owner is not responsible for any accidents, bodily harm or third-parties properties that result from the Users' movement according to the directions given by the Application. The Users are responsible for their own safety, must comply with road traffic regulations and take care needed while in public space.
3. Persons under age should use the Application under parental guidance.

§ 5

TERMINATION OF THE USE OF THE APPLICATION

1. Users may stop using the Application at any time, especially when they don't accept changes to the Agreement, Privacy Policy or Application modifications. In order to stop using the Application, Users are required to delete the Application in full from their mobile device.
2. In case Users engage in unlawful activities, forbidden either by the law or the Agreement or infracting public life or general interest of the Owner, in particular its good reputation, the Owner may take any and all lawful measures, including the restriction of the use of the Application and its services provided to given Users.
3. The Owner reserves the right to suspend the Application at any time and from any reason and also to change, remove or add new services provided by the Application.

§ 6

COMPLAINTS AND CUSTOMER SUPPORT PROVIDED

1. Any complaints related to the operation of the Application and its services provided, as well as questions regarding the use of the Application are to be directed to the Owner via e-mail: biuro@scwis.pl
2. A complaint should make the identification of the person placing complaint possible in order to inform the claimant about the way of its consideration. To do so, the claimant should include in the complaint their legal name and address. Complaints are considered within 30 days from the placement of the complaint.

§ 7

AMENDMENTS AND THE ACCESS TO THE AGREEMENT

1. The Owner reserves the right to change the Agreement at any time, of which Users will be notified via a message in the Application. In case the changes aren't accepted by the Users, they should withdraw from the Agreement by uninstalling the Application from their mobile devices.
2. The Agreement is being made available by the Owner via the link found in the Application or via the website www.scwis.pl – in the form that enables its download, copy and print.

§ 8

FINAL PROVISIONS

1. The Users may uninstall the Application at any time, in which case the Agreement concerning services provided in electronic form via the Application will be terminated.
2. For the matters not covered by the Agreement, the relevant provisions of the Polish law shall apply, in particular the Polish Civil Code, the act of 18 July 2002 on Providing Services by Electronic Means.
3. The Agreement is valid from the day of 8th october 2020.