TERMS and CONDITIONS

§1 General provisions

1. KodiTech Michał Trzcinka, with the office in 30-701 Kraków, 12a/200 Przemysłowa Str., holder of tax identification number NIP: 677-224-80-51 and a statistical number REGON122509982, is the operator of eLMA system.
2. eLMA system is a management web application used to administer and control projects.
3. These Terms and Conditions specify the principles of use of eLMA and are addressed to legal and natural persons, and incorporated organizational units. By accepting the Terms and Conditions, Account Owners and System Users agree to use eLMA in accordance with those Terms and Conditions.
4. Upon acceptance of the Terms and Conditions, the Account Owner obtains an Account Owner status and thus the agreement is concluded. The agreement remains in force from the completion of registration to the end of the period for which the Account Owner or User paid the subscription fee.

§ 2. Terms and definitions

1. **Account** – a set of Service usage resources and permissions for Project.
2. **Account Owner** – Coordinating Beneficiary of the Project.
3. **Agreement** – an agreement concluded between an Account Owner and the System Operator under these Terms and Conditions.
4. **Complaint** – a request made by an Account Owner in electronic form addressed to the System Operator, that is connected with unsatisfactory quality of service.
5. **Hosting** i.e. sharing the resources of the ICT infrastructure of the System Operator connected to the world resources of the Internet, enabling the entry of data, description and other information, access to the resources and functionalities of the System.
6. **Partner** – the Associated Beneficiary of the Project, on which the monthly fee invoices will be issued.
7. **Password** – a set of characters used by a User to get access to the System.
8. **Project** – LIFE Project;
9. **Service** – an electronic service as defined by the Act of July 18, 2002 on Rendering Electronic Services (Dz. U. [Journal of Laws] from September 9, 2002) including but not limited to hosting.
10. **System** – eLMA web application operating under the address http://app.elma-life-eu aimed at supporting Project management.
11. **System Operator** – KodiTech Michał Trzcinka registered in 30-701 Kraków, 12a/200 Przemysłowa Str.
12. **Terms and Conditions** – this document.
13. **User** – any natural person, any legal person or an incorporated organizational unit of Account Owner or the Partner, which is invited to use the System.

§3 Principles of System use

1. The Service is rendered automatically via electronic means.
2. A terminal, such as a personal computer, with an up-to-date Internet browser such as Google Chrome, Internet Explorer, Edge, Firefox, Opera, Safari and access to the Internet is required to fully use the System's service.
3. The System is available under the address http://app.elma-life-eu
4. The Account Owner and a User use the System voluntarily.

5. By entering personal data into the System during the registration and System configuration, an Account Owner and a User express their consent for storing the data by the System Operator.

§4 Rights, duties and responsibilities of an Account Owner and User
1. During the registration, an Account Owner and a User are obliged to enter all personal details that enable their explicit identification as required by the System Operator.
2. The Account Owner and their Users state that the account details entered into the System are real and will be updated if any changes occur.
3. The Account Owner and their Users are entitled to access and to modify their personal details in the System.
4. The content entered into the System by an Account Owner and a User are the property of the Account Owner and the User and only they are responsible for it.
5. An Account Owner and a User may resign from using the System any time. The personal data of the Account Owner and the User is returned to the Account Owner and deleted from the System.
6. An Account Owner and their Users are responsible for maintaining secrecy of passwords and usernames which allow them to access their Account. The System Operator is not responsible for an Account Owner or a User sharing the aforementioned data with third persons and for any actions connected with their misuse.
7. The Account Owner and a User state that they will not breach these Terms and Conditions, otherwise they will lose access to the Account and in the event of severe violation of the Terms and Conditions, the System Operator will secure the data and report them to law enforcement agencies.
8. By accepting the Terms and Conditions, an Account Owner and Users declare that:
   a) they familiarized themselves and will observe the Terms and Conditions,
   b) they express consent for processing their personal details entered into the system, by the System Operator. The above consent includes the use of the aforementioned personal data by the System Operator only for administration and statistical purposes according to the Personal Data Protection Act of 29.08.1997 as amended (Dz. U. [Journal of Laws] No. 133, item 883), including business information from the System Operator delivered to the e-mail address given during registration pursuant to the Act on Rendering Electronic Services of July 18, 2002 (Dz. U. [Journal of Laws] 2002 No. 144, item 1204);
   c) they express consent to receive e-mails connected with the Service from the System Operator, including in particular: information on changes to the Terms and Conditions, information on technical breaks, information on updates of the System or Service.

§5 Rights, duties and responsibilities of the System Operator
1. The System Operator states that it has the necessary technical means, necessary knowledge and qualifications to deliver the Service.
2. The System Operator may terminate the relationship with an Account Owner or a User at any time without a court decision; deny or suspend an Account Owner's or User's access to the System in the following cases:
   a) an Account Owner or a User breaches these Terms and Conditions;
   b) the System Operator has grounds to suspect that an Account Owner or a User uses the System to breach the applicable law or third party's rights; uses the System in an unauthorized manner or a third person uses their Account in an unauthorized manner;

    c) an Account Owner or a User takes actions that threaten the safety of the data collected in the System by the System Operator or other Account Owners and Users;

    d) an Account Owner or a User acts to the detriment of the System Operator or other Account Owners or Users;

    e) the System Operator decides to discontinue the Service – in such an event the Account Owner and/or their Users will be notified 30 days in advance;

    f) if it is required by the changes in the applicable law/regulations made by authorities or regulatory bodies – with an immediate effect;

    g) the System Operator decides to discontinue the Service to all Account Owners and Users under the same jurisdiction – in such case, each Account Owner and each User will be notified 30 days in advance.

3. The termination of the relationship between the System Operator and an Account Owner, access denial or suspension of the Account in cases specified in § 5.2 will have the same effect on User accounts. The termination of the relationship between the System Operator and a User, access denial or suspension of the possibility to use the System by a User in cases specified in § 5.2 will not have the same effect against an Account Owner and other Users.

4. After blocking an Account for reasons specified in §5.2, the System Operator reserves the right to terminate the Agreement rendered by agreeing to these Terms and Conditions with an immediate effect.

5. In case of the termination of the relationship between the System Operator and an Account Owner, access denial, or suspension of an Account, the System Operator is not liable to provide a refund for the loss of the Service.

6. Regardless of the reason of breach of contract Account Owner remains the owner of the data entered into the System. All data entered into the System before the termination of the contract, will be returned to the Account Owner in the form of files in MS Excel format.

7. The System Operator, as the owner and manager of the System, makes all efforts to keep the System, and all Services available via this System, in continuous, uninterrupted operation. Meanwhile, the System Operator stipulates that it is not responsible for consequences of a force majeure as well as for interruptions caused by external factors or unauthorized interference of third persons. Moreover, the System Operator will not be responsible for delays in the System operation caused by the factors beyond its control, including but not limited to Internet network or telecommunication connection failures. Therefore, the System Operator will not guarantee the accessibility parameters and System suitability.

8. The System Operator reserves the right to turn off the System, in part or in its entirety, temporarily in order to perform maintenance, improve parameters, add new services or for other reasons important for System's functioning. The System Operator will notify an Account Owner and its Users at least 48h in advance of the planned works.

9. The System Operator states that the use of the System requires an Account Owner to make payments in accordance with the § 9.2

10. Upon termination of the relationship between a User and the System Operator, all rights to use the System expire immediately and the User is obliged to stop any form of System use.

§6 Scope of services

1. The subject of the Agreement between the System Operator and the Account Owner might also be:

    a. adaptation of the System to the requirements of the Project's partners and business conditions,

    b. development of extra features

2. The scope of adaptation described in §6.1 is fully defined in "Scope of eLMA adaptation to the specifics of Project" which is an integral part of agreement between Account Owner and System Operator and its value is negotiated separately.
3. Details of Agreement between the System Operator and the Account Owner are negotiated individually.

§7 Complaint procedure
1. All interruptions in the System operation may be lodged as Complaints by an Account Owner by reporting this fact to the System Operator. Complaints are submitted electronically by e-mailing: support@elma-life.eu
2. The Account Owner submits complaints on behalf of their User. The User reports all interruptions in the System operation to the Account Owner.
3. The complaint should include: details of the Account Owner, contact e-mail address, telephone number and a description of the complaint.
4. Without an unnecessary delay, the System Operator accepts the Complaint by generating a ticket number and notifies the Account Owner by sending information to the e-mail address given in the Complaint or during the registration procedure. The System Operator does not take responsibility for incorrect e-mail addresses provided by the Account Owner, nor for interruptions in the operation of other services.
5. Complaint will be resolved by the System Operator within 14 days of the Complaint being accepted, pursuant to item 7 of this paragraph. The System Operator reserves the right to reject the Complaint if it is a result of ignorance of the provisions of these Terms and Conditions or the law.
6. Complaint recognition is delivered electronically to the address of an Account Owner given in the Complaint. If an Account Owner fails to respond to this Complaint reply within 3 days of it being sent by the System Operator, this becomes grounds for closing the Complaint. The System Operator does not take any responsibility for incorrect e-mail addresses being provided by an Account Owner and also for the interruption in the operation of other services.
7. The System Operator does not take any responsibility for damages resulting from the use, inability to use or misuse of the System. In particular, the System Operator does not bear any responsibility for the loss of profit by an Account Owner or a User or the loss of information and other losses of property incurred by an Account Owner or a User.
8. The System Operator does not take any responsibility for interruptions in the System operation caused by technical problems originating from the hardware and/or software used by an Account Owner and a User and also by the failure of the Internet network, force majeure or permitted interference of third persons, making it impossible to use the System by an Account Owner or User.
9. In case the Complaint is recognized as justified, the System Operator undertakes to come to an agreement that satisfies an Account Owner and User, whereas the amount of remuneration cannot exceed the monthly charge paid by the User for the System in any case.

§8 Confidentiality and safety
1. The Users' personal data may be stored by the System Operator in cases specified in the Personal Data Protection Act of 29.08.1997 as amended (Dz. U. [Journal of Laws] 2002 No. 101, item 926 as amended).
2. Personal Data collected will not be sold or disclosed in any manner to any third parties, unless an obligation to do so arises from the law, in the case of breach of the applicable regulations, or in order to protect the rights of KodiTech Michał Trzcinka or others from illegal or harmful actions.

3. The company KodiTech Michał Trzcinka reserves the right to disclose Personal Data to certain third parties subcontracted by it to perform certain current business activity operations e.g. accounting. It should be noted that KodiTech Michał Trzcinka shall exercise due diligence to assure that the third parties to which the Personal Data are to be disclosed for the aforementioned purposes, will treat the Personal Data disclosed in accordance with the Terms and Conditions in a manner compliant with the applicable law. Moreover, the User Personal Data may be disclosed in case of the sale or restructuring of KodiTech Michał Trzcinka.
4. The User is entitled to have access to his Personal Data and has the right to make changes to it, if necessary. Some information may be displayed and edited via the Internet using an Internet browser, upon logging into your account on the appropriate website provided by KodiTech Michał Trzcinka. KodiTech Michał Trzcinka shall reply to requests concerning displaying, correcting, completing and deleting Personal Data in reasonable time and upon the verification of the User's identity. KodiTech Michał Trzcinka shall make all reasonable efforts to meet the requests of Users to delete Personal Data, unless these data need to be stored because of applicable law or legal business purposes.
5. KodiTech Michał Trzcinka applies technical and organizational means to protect the Personal Data collected by KodiTech Michał Trzcinka from unauthorized access or improper usage by unauthorized persons. The applied methods and technical means are improved along with the development of new technologies, needs and available protection methods.

§9 Charges
1. The basic charge for eLMA license for the Project is **1000 € + VAT** (if applicable) – it includes Project's data import, system configuration and training.
2. The charge for maintenance service (encryption certificates, volume for data storage) every Account Owner and Partners will pay the System Operator the monthly fee of **24 euro** + VAT (if applicable).
3. Invoices for services mentioned in §9.2 will be issued by Service Operator till the 5th of each month and will include a fee for the last month of the Service use according to number of Users of Account Owner and Partners.
4. If An Account Owner and Partners fails to pay for the System use in the required deadline, along with their Users, will be denied access to the System.
5. Upon having the access denied, the Account Owner and their Users have access to a "read only" version of the data for 30 days. Upon the passing of 30 days from the required deadline, the System Operator will return the Account Owner and Users all data pertaining to them and the data will be deleted from the System.
6. If an Account Owner resigns from the Service, the cost of the remaining time period will not be reimbursed.
7. The System Operator issues accounting evidence for an Account Owner on the basis of the personal data provided by an Account Owner and makes them available to an Account Owner electronically.
8. An Account Owner may choose the period for which the payment is made. Before the end of this period, the Account Owner may pay for the next period or resign from the Service by not paying or by informing the System Operator about resignation via e-mail sent to the address: support@elma-life.eu.

§10 Cancelling the Service and termination of the Agreement
1. An Account Owner or their User may terminate the relationship with the System Operator at any time. They need to request that their Account be deleted and that System access is discontinued. Moreover, the Account Owner needs to cancel all recurring payment orders.

Resignation from the Service does not result in the return of the charges paid during the Service.

2. The agreement may be terminated in the following cases:
   a) Under mutual agreement – at any time pursuant to the content of the agreement;
   b) Breach of the law;
   c) In other cases specified herein.

§11 Intellectual property

1. The entire System is the property of the System Operator and is protected by Polish and international intellectual property rights. By using the System, an Account Owner and their Users declare to respect the intellectual property rights. This means that without the written consent of the System Operator, it is prohibited to use the System in any manner different from specified herein.
2. The System Operator reserves the exclusive property right to the System and any intellectual property contained in the System (all over the world, irrespectively of being registered or not). The Account Owner and their Users declare not to take any actions which may threaten the intellectual property rights of the System Operator in relation to the System, and limit such rights or interfere with them.
3. The websites of the System contain links to websites and materials which are not the property of the System Operator. The System Operator is not responsible for linking to these websites and the contents published on these websites. By linking to such websites, The Account Owner and their Users should read the every terms and conditions applicable for the website they are visiting.

§12 Final provisions

1. By accepting these Terms and Conditions an Account Owner and a User enter into agreement with the System Operator for a non-specified period of time.
2. In matters not regulated by these Terms and Conditions, the provisions of the Act on Rendering Electronic Services, the Civil Code and applicable Polish law apply.
3. The Parties will attempt to resolve disputes that arise during the use of the System in amicable manner, acting with respect towards the other party.
4. These Terms and Conditions are the exclusive property of the System Operator. It is prohibited to copy, duplicate and share its fragments or entirety in any form without the written consent of the System Operator.
5. The System Operator reserves the right to modify these Terms and Conditions and such modifications will be reported to all Account Owners and their Users.
6. If an Account Owner or a User does not accept the modifications in these Terms and Conditions, they should discontinue using the System and inform the System Operator within 14 working days of the release of new Terms and Conditions.

§13 Cookies

The use of cookies by the System Operator is required to provide optimal functionality of the products and services rendered. Cookies are stored on the hard disk of the visitor of eLMA websites and may be used to adjust the Users' individual preferences and to collect general statistical data.