

Terms and Conditions of the Website and Payments

§ 1

General Rules

The present terms and conditions ("Terms and Conditions") specify the rules of using the website run by NCU ("Website"), the handling of reservations and payments for the participation in Academic Conferences organised by Nicolaus Copernicus University in Toruń ("NCU").

The services offered on the website are provided by NCU.

The present Terms and Conditions specify the rules of providing services in an electronic form by NCU via the Website. Using the Website implies the unconditional acceptance and the obligation of the User to adhere to these Terms and Conditions.

1. Definitions

In these Terms and Conditions, unless the context requires otherwise, the following words and expressions shall have the meaning here assigned to them.

- 1) **Data Administrator** – Nicolaus Copernicus University in Toruń, established in Toruń (postal code 87-100 Toruń), Gagarina 11 street, Tax Identification Number: 879-017-72-91, National Business Registry Number: 000001324.
- 2) **Cookies** – small pieces of text data sent by the website and stored on the user's computer.
- 3) **Academic Conference** – the collective name for scientific conferences, seminars, congresses and symposia organised by Nicolaus Copernicus University in Toruń, presented on the NCU website, in which the Participant/Customer may take part provided that she has properly registered for the event and paid the conference Fee, unless the participation in Conference is free of charge.
- 4) **Conference fee** – the price of purchasing the Conference service, as per the pricelist for specific academic conferences.
- 5) **Security policy** – a document specifying the regulations of processing personal data by NCU.
- 6) **Website** – a webpage of a given Academic Conference where its offer is published, especially the conference programme and the conference fees, and which can be used to purchase the Conference Service.
- 7) **Information and Communication System** – a group of cooperating IT devices and software used for processing, storing, as well as sending and receiving data via telecommunication networks by means of a terminal device appropriate for the given type of network, within the meaning of the Act of 16 July 2004 – Telecommunications Law (Dz. U. No. 171, item 1800, as amended).
- 8) **Participant** – a person who uses the Conference Service under the agreement concluded between the Customer and NCU via the Website. The Customer can also be a Participant. A third party can also be a Participant for whom the agreement has been concluded between the Customer and NCU.
- 9) **Agreement** – an agreement for the provision of a Conference Service for the Participant concluded between NCU and the Customer via the Website.

- 10) **Electronically Supplied Service** – service provided without the simultaneous presence of parties (remotely) via transmitting data on the Customer’s individual demand, sent and received by means of devices for electronic processing, including digital compression and storing data which is entirely broadcasted, received or transmitted by means of a telecommunication network system.
- 11) **Provider** - Nicolaus Copernicus University in Toruń, established in Toruń (postal code 87-100), Gagarina 11 street, Tax Identification Number: 879-017-72-91, National Business Registry Number: 000001324, providing electronically supplied services.
- 12) **Customer** – every person who concludes an agreement with NCU for providing Conference Services, also for a third party, including an employee, a customer or a contractor via the Website, including:
 - a) **Customer who is a consumer** – a natural person who concludes an agreement of sale of the Conference Service via the NCU Website with an aim which is directly not related to the professional or economic activity of that person.
 - b) **Customer who is not a consumer** – a natural person, a legal person or a business entity not having legal personality, which is granted legal capacity under the provisions of separate laws, running a business on her own behalf, who concludes an agreement of sale of the Conference Service via the NCU Website in connection with his business or statutory activity.
- 13) **Conference Service** – a comprehensive service, provided in different variants, which includes, apart from participation in an academic conference, other services, and especially abstract reviews, accommodation, catering, providing conference materials, publishing papers in a post-conference journal, issuing certificates.
- 14) **Order** – a Participant’s/Customer’s declaration of intent which declares the intention to conclude an agreement with NCU for providing the Conference Service and leading directly to concluding an agreement of sale with NCU, placed via the Registration Form available on the webpage of a given conference.

2. Preliminary Provisions

- 1) The present Terms and Conditions specify the rules and means of the electronic supply of the following services by NCU to the Customer/Participant:
 - a) registration process of the Participants for an Academic Conference,
 - b) concluding Agreements,
 - c) making payments for Conference Services
- 2) The Provider operates in Poland, which does not exclude the possibility of placing orders by Customers or Participants who have their seat or residence outside Poland.
- 3) The Provider, to the fullest extent permitted by law, shall not be held accountable for any errors and interruptions in the Website performance caused by *force majeure*, unlawful actions of third parties or the incompatibility of the Website with the Participant’s/Customer’s technical infrastructure.
- 4) The Customer shall bear full responsibility how she or the Participant uses the website, as well as for any damages caused by the use.

§ 2

Technical Requirements. Contact Data of the Seller.

1. To use the NCU Website, including placing Orders for a Conference Service, meeting the following technical requirements by the Customer is necessary:
 - 1) having terminal equipment with access to the Internet and an up-to date Internet browser,
 - 2) an active email account,
 - 3) enabled cookies.

The Participant/Customer can disable Cookies, with the reservation that such an action may impede the use of some of the services or their malfunction, especially the ones which require logging in.

NCU shall bear no responsibility for the Website's malfunction resulting from failure to meet the abovementioned requirements.

2. NCU contact details:
 - 1) address: Nicolaus Copernicus University in Toruń, Gagarina 11 street, postal code: 87-100 Toruń,
 - 2) email address: karolina.jarzynka@umk.pl,
 - 3) phone number: 56 611-22-25,
 - 4) fax number: (+48) 56 611-22-89.

The abovementioned contact details are the adequate contact details in case of all questions regarding the functioning and malfunctioning of the Website.

§ 3

Means and Conditions of Placing Orders. Entering into an Agreement. Cancelling an Order.

1. The Participant/Customer can become acquainted with the Conference programme on the webpage of a given Conference, the content of a specific Conference Service and the fee, as well as place an Order via Order Form by clicking the button "Complete my order" and making a payment via one of the methods listed in §4(7) of the present Terms and Conditions.
2. To place an Order, the Participant/Customer should fill in an Order Form, providing the following information:
 - 1) name of the Participant/Customer,
 - 2) place of residence or seat of the Participant/Customer,
 - 3) email address,
 - 4) upon requesting the issuance of an invoice – data necessary to its issuance,
 - 5) name of the institution with which the Participant/Customer is affiliated.

The Participant/Customer shall have sole responsibility for the data provided, including its correctness.

3. Having placed an Order, the Participant/Customer shall receive an email confirming that the Order has been placed, as well as with information about the Conference Fee and the payment method, to the address he has provided. When the confirmation is received, the agreement for providing services between the Customer and NCU shall be considered to be concluded.

§ 4

Conference Fee. Payments.

1. The prices listed for the description of an Academic Conference are PLN gross prices. The price appearing in the Conference description upon placing an order is binding to the Participant/Customer.
2. If the payment is made via Przelewy24, the data provided by the Participant/Customer in the Order Form is automatically transferred to the Przelewy24 service provider pursuant to the agreement on outsourcing data processing between NCU and the provider of the Przelewy24 service. NCU shall not be held accountable for the consequences resulting from the malfunction of the Przelewy24 service.
3. If payments are made via the provider of the PayU payment service, the data provided by the Participant/Customer in the Order Form are automatically transferred to the PayU service pursuant to the agreement on outsourcing data processing between NCU and the provider of the PayU. NCU shall not be held accountable for the consequences resulting from the malfunction of the PayU service.
4. If the Participant/Customer decides to make the payment via a traditional bank transfer, as well as via a selected electronic payments platform, the Participant/Customer is obliged to pay the due Conference Fee within 7 working days after the conclusion of the Agreement. If the fee is not paid within the aforementioned period, the Order shall be considered as cancelled.
5. The Conference Fee shall be considered to completed when the sum of money as per the Conference's pricelist is booked on the NCU bank account.
6. Upon the Customer's request, NCU shall issue and send an invoice to the Participant/Customer. The invoice shall be issued and sent on condition that the Participant/Customer provides all the necessary data for the issuance of the invoice.
7. The Participant/Customer, in order to pay the Conference Fee, can make the payment via one of the following means:
 - 1) Traditional bank transfer:
 - a) In case of payments made by Participants/Customers from Poland: transfer to the bank account of Nicolaus Copernicus University in Toruń, Gagarina 11 street, postal code: 87-100 Toruń, bank account number: 45 1160 2202 0000 0000 3174 8579, entitled: Academic Conference ID, full name of the Conference Participant,
 - b) In case of payments made by Participants/Customers from outside Poland: transfer to the bank account of Nicolaus Copernicus University in Toruń, Gagarina 11 street, postal code: 87-100 Toruń. The bank account is held by Bank Millenium S.A. w Warszawie, Stanisława Żaryna 2A street, postal code: 02-593. Bank account number: PL 45 1160 2202 0000 0000 3174 8579. SWIFT code: BIGBPLPW. Transfer title: Academic Conference ID, full name of the conference participant.
 - 2) Bank transfer via the provider of the Przelewy24 service which is used by PayPro Spółka Akcyjna seated in Poznań, Kanclerska 15 street, postal code: 60-327 Poznań, entered into the Company Register of the National Court Register kept by the District Court Poznań Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register under KRS no. 0000347935, in accordance

with the terms and conditions of services available on:
<https://www.przelewy24.pl/regulamin>,

- 3) Payment card via the provider of the Przelewy24 service used by PayPro seated in Poznań, Kanclerska 15 street, postal code: 60-327 Poznań, entered into the Company Register of the National Court Register kept by the District Court Poznań Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register under KRS no. 0000347935, in accordance with the terms and conditions of services available on: <https://www.przelewy24.pl/regulamin>,
 - 4) Bank transfer via the provider of the PayU Spółka Akcyjna service, seated in Poznań, Grunwaldzka 182 street, postal code: 60-166 Poznań, entered into the Company Register of the National Court Register kept by the District Court Poznań Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register under KRS no. 0000274399, in accordance with the terms and conditions available on: <https://www.payu.pl/pliki-do-pobrania>,
 - 5) Payment card via the provider of the PayU Spółka Akcyjna service, seated in Poznań, Grunwaldzka 182 street, postal code: 60-166 Poznań, entered into the Company Register of the National Court Register kept by the District Court Poznań Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register under KRS no. 0000274399, in accordance with the terms and conditions available on: <https://www.payu.pl/pliki-do-pobrania>.
8. NCU shall reserve the right to withdraw from processing the order if the information provided by the Participant/Customer in the Order Form is invalid.
 9. NCU shall reserve the right to change speakers, programme, and date of an Academic Conference, in which case the Participant/Customer shall have no financial and non-financial claims against NCU. The Participant/Customer shall be entitled to such claims on the condition that she has sustained damage as a result of the change, and the damage was made as a result of deliberate actions by NCU.
 10. The Participant/Customer shall have the possibility to resign from the participation at an Academic Conference on the conditions set out in the Terms and Conditions of a given conference.

§ 5

Complaints. Right to Withdraw from the Agreement.

1. NCU shall be held accountable for any defects of the purchased service, including not executing or executing defectively the Conference Service. In cases constituting the grounds for NCU accountability, the Participant/Customer shall be entitled to complain. The Participant/Customer shall make a complaint directly to NCU. The complaint reported because of defective execution of services should include the following information:
 - 1) name, surname, email address and address of residence or seat of the Participant/Customer.
 - 2) name of an Academic Conference which is the subject of the complaint,
 - 3) description of the cause of the complaint, including demands,
 - 4) detailed description of the circumstances which justify the complaint.
2. The complaint should be sent via email or post to the address provided by NCU within 14 days from the day the circumstances which constitute the basis for complaint arose. The complaint shall be considered within 14 days from the moment it has been filed and it

shall include a settlement and a written justification. If NCU does not comment on the complaint within 14 days, the Participant's/Customer's shall be considered justified.

3. The Participant/Customer who is a Consumer can withdraw from the Agreement for the sale of Conference Service without providing any justification within 14 days from concluding the agreement, in accordance with Article 1 of the Act on Consumer Rights of 30.05.2014 (Dz. U.2017.683, as amended). The agreement can be withdrawn from by making a statement of withdrawal from the agreement, sent to NCU via post or email. The Customer who is a Consumer can do so by using the template of statement of withdrawal from the Agreement, which constitutes Appendix no. 1 of the present Terms and Conditions.
4. NCU shall reimburse the Conference Fee within 14 days from receiving the Participant's statement about withdrawing from the Agreement or accepting the complaint.
5. NCU shall reimburse the amount of money which is equal to the Conference Fee paid, using the same means of payment that the Participant/Customer has used, unless a different means has been indicated in the declaration of withdrawing from the Agreement/complaint.

§ 6

Operation of the Website.

1. NCU shall make every effort to prevent the Website from malfunction. However, because of necessary maintenance and modernisation works, short breaks in operation may occur. NCU shall inform about duration and date of the maintenance and modernisation works.
2. NCU reserves the right to foreclose the access to the Website to these users, who appear to have manipulated or to have tried to manipulate the content of the Website by actions which endanger the software used on the Website or which were aimed at destabilising the Website, or who in any other way violate the rules of the present Terms and Conditions or the rules of law.
3. The Website users are obliged to use it in accordance with the rules of law in force and in accordance with the Website's purpose. Especially, users should refrain from using the Website in such a way that it can lead to violating the laws of third parties or preventing other users to use the Website without any interferences.
4. NCU does not charge users for using the Website.

§ 7

Processing Personal Data

1. NCU, as the administrator of users' personal data, including the one of Participants/Customers, processed in connection with the use of the Website, stores and processes the following personal data:
 - 1) Name and surname,
 - 2) Place of residence,
 - 3) Email address,
 - 4) Bank account number.
2. The abovementioned data are processed only in order to properly provide the services with the use of the Website and to exercise the rights and obligations under the Agreement and within the scope necessary to achieve the aforementioned aims. The data are processed in accordance with the applicable law, in particular in accordance with

the Act on Personal Data Protection of 29 August 1997 (Dz. U. 1997 No. 133 item 883, as amended), and, as of 25 May 2018, in accordance with the Regulation of the European Parliament and the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons concerning the processing of personal data and with regard to the free flow of such data and the repeal of directive 95/46/CE (general regulation on the processing of personal data).

3. The aforementioned data are processed only in European Union and does not undergo transfer to any third country.
4. NCU is the administrator of the personal data; however, if the Participants/Customers choose to make an electric payment or pay by card via one of the providers of electronic payment system, the provider of such services shall be the administrator of personal data.
5. Providing the aforementioned data is entirely voluntary; however, the lack of such data can prevent NCU from concluding the Agreement, or it can at least prevent NCU from properly processing such an Order.
6. The Participants/Customers shall have the right to access the provided data at any time, delete and correct it, as well as request to cease the processing of the data, on the conditions specified in the Act of 29 August 1997 on the protection of personal data. The agreement to process one's data can be withdrawn at any moment.
7. NCU shall take appropriate technical and legal measures in order to provide adequate security of data against unauthorised access, and in case of noticing an incident, NCU shall immediately take appropriate measures to secure the data from being further infringed and notifies the entity about the data being infringed and the measures taken.
8. The database of data stored and processed by NCU has been reported to the Inspector General for the Protection of Personal Data. Jerzy Ludwichowski is the information security administrator (ISA) at NCU. ISA contact details:
 - 1) Email address: abi@umk.pl
 - 2) Phone number: +48 56 611-2742,
9. NCU ensures that personal data is stored in a form which enables the identification of relevant persons, however, no longer than it is necessary to achieve the aim of processing specified in point 2 above.
10. NCU shares the abovementioned data to third parties only when such an obligation is provided by the applicable laws.
11. The data stored by NCU is processed in accordance with its security Policy.
12. As of 25 May 2018, NCU ensures the transferability of the personal data processed by NCU.

§ 8

Other Provisions

1. NCU reserves the right to amend the present Terms and Conditions. In such case, NCU shall inform on the Website.
2. Any amendments to the Terms and Conditions shall come into force on the day of their publication on the Website and shall not have any retroactive effect.
3. In matters not regulated in these Terms and Conditions, provisions of the Polish law, especially of the Civil Code, act on the provision of services by electronic means, act on the consumer rights, and act on the protection of personal data.

4. The disputes arising from the application of the Terms and Conditions and performance of the agreements entered into between Participant/Customer and NCU shall be considered by the appropriate court for NCU's seat.
5. The Participant/Customer shall have the right to use the out-of-court complaint and redress mechanism. To do so, the Participant/Customer can file a complaint via the EU ODR platform on: [http:// ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/).