

**RULES FOR THE PROVISION OF ELECTRONIC SERVICES  
FOR SERVICES: 'KONTO – NAUKA POLSKA' and 'PORTAL – NAUKA POLSKA'**

**I. Glossary of terms**

For the purposes of these Rules, the following terms shall have the following meanings:

- 1) Email address – identification of the ICT system enabling communication through means of electronic communication, in particular electronic mail (e-mail);
- 2) Polish Science Knowledge Base (Baza Wiedzy Nauka Polska or BWNP) – a database owned by the National Information Processing Institute (OPI PIB), operated within its statutory responsibilities, containing structured public information, in particular about research carried out, 'people in science', scientific institutions as well as fairs, exhibitions and conferences;
- 3) Registration Form – a form filled in by a Customer who is not a Scientific Unit and has a Profile, such Registration Form being filled in to create an Account and use the services provided through the Portal and assigned to the Account;
- 4) Data Update Form – a form filled in by the Customer to publish or update data within the selected range of Services, available from the Portal in the Profile Update tab;
- 5) Password – a sequence of characters that enables a Customer who is not a Scientific Unit to obtain authorised access to the Account and services provided through the Portal which are available only after logging in;
- 6) Information about the Service – any information intended directly or indirectly to promote the Services and/or the Portal by means of electronic communication with the Customer;
- 7) Inventorum – an online portal dedicated to scientists and entrepreneurs, bringing together the scientific and research community and the business community, for individuals interested in the application and implementation of modern technologies in Poland and in the intensification of technology and research knowledge transfer between the scientific community and the business community, available at the following URL: <https://www.inventorum.opi.org.pl>;
- 8) Scientific Unit – a legal person or an organisational unit without legal personality, which is a scientific unit within the meaning of the Act on the Rules of Financing Science and Research, acting through its representative;
- 9) Access Code – a sequence of characters enabling one-time registration of a Customer who is not a Scientific Unit, via the Portal in order to create an Account;
- 10) Account – a set of resources and settings available via the Portal, created for a Customer who is not a Scientific Unit, enabling such Customer to use the currently available functionalities after logging in, in order to update the Profile;
- 11) Portal – a website operated by the Service Provider through which public information from the BWNP and other Services are made available. The Portal is available at the following URL: <http://www.nauka-polska.pl>;
- 12) Profile – a collection of information resources concerning the Customer, confirmed by the Service Provider and located in the BWNP, created and administered by the Service Provider on the basis of data provided by the Customer using available information channels, such as the Data Update Form, the SYNABA application, the e-mail address, the Account;
- 13) Rules – these Rules which define the terms and conditions of rendering services electronically via the Portal;
- 14) GDPR – Regulation (EU) No 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC;
- 15) Agreement – an agreement between the Service Provider and the Customer, concluded on the terms and conditions specified in these Rules, regarding the provision of services by electronic means, within the meaning of the Act of 18 July 2002 on the Provision of Services by Electronic Means (Polish Official Journal of 2017, item 1279, as amended);

- 16) Service Provider – the National Information Processing Institute (OPI PIB) with its registered office in Warsaw, Aleja Niepodległości 188b, entered into the Register of Entrepreneurs maintained by the District Court for Warsaw, 12th Business Division of the National Court Register, entry No. 0000127372, Taxpayer Identification Number (NIP) 525-000-91-40, REGON (statistical identification number): 006746090;
- 17) Service – the services provided electronically by the Service Provider within the Portal;
- 18) Customer – a natural person holding a degree or an academic title, and a Scientific Unit, who uses the relevant Services and for whom a Profile has been created in the BWNP;
- 19) User – any natural person who uses the Portal via the Internet to obtain information disclosed therein, in a manner which does not require registration.

## **II. General provisions**

1. These Rules define the rules of using the Portal by Users and Customers as well as the conditions of providing the Service by the Service Provider to Users and Customers.
2. Signing the Agreement in accordance with these Rules is a prerequisite for commencing the use of the Services.
3. The Service Provider reserves the right to define detailed rules and scope of particular Services in separate sets of rules.
4. These Rules are available continuously on the Portal in a manner that enables the Users or the Customers to obtain, reproduce and record its contents.
5. The Portal can only be used if these Rules have been accepted. Users or Customers who do not accept the Rules may not use the Portal or demand any services from the Service Provider.
6. Users who have an Account may use the portals and services provided through the Portal by using the relevant links to the websites operated by other service providers or portals. In the situation described in the previous sentence, the relevant provisions of law, regulations or other documents specified for these portals or services shall apply. In such a case, the Service Provider is not a party to agreements for the provision of services by electronic means signed between the User and the service provider referred to in the first sentence, nor is the Service Provider responsible for any services provided to Users or Customers by those service providers.
7. By using the Portal in any way, the User accepts the provisions of these Rules and agrees to abide by them.
8. In cases not regulated by these Rules, the applicable provisions of Polish law shall apply, and any disputes shall be settled by Polish courts competent for the Service Provider.

## **III. Technical conditions**

1. A technical condition enabling the use of Services is to have a computer or a mobile device such as a laptop, tablet or smartphone with Internet access, and an installed Internet browser as indicated in paragraph 2 hereof, and for selected services: an e-mail address on any server.
2. In principle, the Portal may be used if the following technical requirements have been met:
  - a) browsers: Internet Explorer 10.0 or higher, Google Chrome 15 or higher, Mozilla Firefox 8 or higher, Safari 5 or higher, Opera 11 or higher;
  - b) enabled cookies and Local Storage;
  - c) JavaScript enabled.
3. In order to use the Service, User's mobile device must have an active Internet connection.
4. The Service Provider notes that the use of the Portal may involve a standard risk related to the use of the Internet and recommends that Users and Customers to take appropriate steps to minimise such risk.

#### **IV. Scope of Services**

1. The Service Provider provides the Services in accordance with these Rules.
2. The service provided to the User consists in the following:
  - a) the possibility to obtain information on scientific research being conducted, 'people in science', scientific institutions as well as fairs, exhibitions and conferences held in Poland, to the extent specified in the functionalities of the Portal,
  - b) making the above information available in such a way that the User who meets the technical conditions specified in these Rules, has access to it at a place and time of choice,
  - c) the possibility of making comments or sending enquiries via dedicated forms,
  - d) the possibility to download the SYNABA application.
3. The service provided to the Customer shall be provided in the following scope:
  - a) registering and maintaining an Account for a Customer who is not a Scientific Unit,
  - b) publication of information available to the public within the Profile, such information originating from the BWNP and concerning, in particular, the scientific, research, development and expert activities, at the request of the Users within the scope of the Portal's functionalities,
  - c) providing appropriate tools to enable Customers to publish information on scientific, research, development and expert activities in the BWNP, including events in the scientific community,
  - d) establishing and maintaining a Profile,
  - e) administering the Profile and/or the Account,
  - f) updating the Profile, also in the absence of an Account,
  - g) the possibility to update the information contained in the Profile through an Account for a Customer who is not a Scientific Unit, or through Data Update Forms for other Users,
  - h) the possibility of making comments or sending enquiries via dedicated forms,
  - i) with additional consent, providing information on fairs, exhibitions, conferences and other scientific events organised by entities from the scientific community,
  - j) the possibility of using Inventorum on terms specified in separate regulations for Account holders,
  - k) the possibility to use Data Update Forms.
4. information shall be posted and updated by a Customer who is not a Scientific Unit through the Account, by entering information within the scope provided by the functionalities of forms assigned to the Account, which shall be filled in by the Customer.
5. Access to the Services is provided free of charge, in particular no fees are charged for registering an Account, publishing information about the Customer within the Profile, or for using the available forms.

#### **V. Conclusion and termination of the Agreement**

1. The Agreement shall be concluded accordingly:
  - a) upon acceptance of the Rules,
  - b) upon the first use of the relevant Services, in the case of Users.
2. By concluding the Agreement, the User and the Customer declare that they have become acquainted with the Rules and accept their provisions in full.
3. The agreement with a Customer who is not a Scientific Unit is concluded for an indefinite period of time. The agreement with a User and a Scientific Unit is concluded for the period during which the dedicated service will be used.
4. A Customer who is not a Scientific Unit may terminate the Agreement at any time by submitting a relevant statement to the following e-mail address: [krzysztof.wilinski@opi.org.pl](mailto:krzysztof.wilinski@opi.org.pl) or by post to

- the Service Provider's address. As a result of the termination, the Account shall be deleted and the possibility to use the assigned functionalities will no longer be available.
5. Termination of the Agreement does not result in deleting the Profile.
  6. The Service Provider shall have the right to: terminate the Agreement or block the publication of the Profile accordingly, remove the Profile or block the Customer's Account if the Customer is not a Scientific Unit, in the following cases:
    - a) changes in applicable legal regulations or statutory activity,
    - b) obtaining reasonable information that the Customer's data in the Profile violate the law or generally accepted principles of morality, infringe the personal rights of third parties or legitimate interests of the Service Provider,
    - c) the Customer uploads content that violated these Rules,
    - d) the objection lodged for reasons related to the Customer's specific situation for a Customer who is not a Scientific Unit is awarded, in accordance with Article 21 of the GDPR,
    - e) non-acceptance of amendments to the Rules.
  7. The Service Provider shall notify the Customer about the termination of the agreement within 72 hours from the occurrence of circumstances that justify the termination by sending a relevant statement to the Customer's e-mail address provided during the account registration or via Data Update Forms, respectively. Termination of the Agreement shall become effective within 14 days following the date when the statement was sent.

## **VI. Account Registration**

1. A Customer who is not a Scientific Unit and who wishes to enter information individually into the BWNP or to update his/her Profile may open an Account. An Account may only be opened for Customers who already have a Profile. An Account is created during the registration process by filling in the Registration Form, providing mandatory data, reading and accepting the Rules.
2. The registration process consists of filling in and submitting a form available at this address: <http://inventorum.opi.org.pl/inventorum-web//welcome/loginnp?step=REGISTER&lang=pl>
3. After receiving a correctly completed Registration Form, the Service Provider shall create a unique Account for the Customer referred to in paragraph 1, with an ID which is the e-mail address provided by the customer, and a selected name.
4. The e-mail address shall be linked with the Account and constitutes a necessary identification vis-à-vis the Service Provider and shall be used for any correspondence related to the provision of Services.
5. The Service Provider may refuse to create an Account with a specific name if it is already used by other Customers or if the Service Provider obtains reliable and reasonable information that such a name violates the law or generally accepted principles of morality, or infringes personal rights or legitimate interests of the Service Provider or Users.
6. The account shall become active within 72 hours from the end of the registration process.
7. The Customer indicated in paragraph 1 shall be granted access to the Account via his/her e-mail address and password. At the same time, the Customer shall be obliged not to disclose the password to any unauthorised person and shall be solely responsible for any damage caused as a result of such disclosure.
8. The Customer referred to in paragraph 1 may have only one Account.
9. The Account Holder has the possibility to use Inventorum in accordance with the conditions specified for that portal in separate regulations available on that portal.

## **VII. Setting up a Profile**

1. After receiving data via the Data Update Form or the SYNABA application and verifying them against available sources of information to confirm the data, the Service Provider shall create or update a Profile for the Customer.
2. The Service Provider may refuse to create or update a Profile if it obtains reliable and reasonable information that such information violates the law or generally accepted principles of morality, or infringes personal rights or legitimate interests of the Service Provider or Users or does not conform with the facts.
3. By sending the Data Update Form or by sending information via SYNABA, the person representing the Customer declares that:
  - a) he/she is an natural adult person and has full legal capacity,
  - b) the data supplied are complete and accurate,
  - c) he/she is entitled to provide the Service Provider with the information sent on behalf of the person/institution concerned,
  - d) the data supplied do not infringe any rights of third parties,
  - e) he/she has read the Rules and undertakes to abide by them.
4. The Customer's profile for customers who are not a Scientific Unit, is public for some information, i.e. the data such as surname and first/middle name, e-mail address, title or degree, field, specialisation, workplace, position, functions, education, publications, career history represents public information disclosed to the public. In particular, such information is available for Internet users and can be indexed by search engines.

## **VIII. Rules of using the Services**

1. The use of the Services is voluntary for Users and Customers.
2. In order to provide efficient Service, the Customer accepts the need to have a valid, active e-mail address. This address is given directly in the Registration Form or in the Data Update Form. The Customer is obliged to monitor the e-mail address on an ongoing basis, and immediately update the e-mail address in case of change or notify the Service Provider accordingly.
3. By using the relevant Services, the Customer undertakes to:
  - a) provide true and current data contained in the Profile and, in the event of any change, to update the data without delay,
  - b) provide accurate details required in the process of account registration,
  - c) provide true data required to establish the Profile,
  - d) have permission to post information within the Profile if the information is provided by a person representing the Customer.
4. The Customer shall be fully liable for the accuracy of the statements made and assurances as well as for failure to fulfil obligations imposed under these Rules.
5. When posting information in the Profile, the Customer acknowledges and agrees that such information will be presented in accordance with the content provided.
6. The User should be aware of the fact that the information published by Customers within a publicly available Profile may not correspond to actual data. In such a case, the Service Provider may only delete the content, without the possibility to provide the User with the Customer's data in order to pursue claims.
7. The Customer is responsible for ensuring that the information supplied is up-to-date and in compliance with the law. Information provided by the Customer must be complete, accurate and not misleading for Users. The Customer is responsible for the content of the information and for any errors or inaccuracies.

8. When using the tools enabling the transfer of information available through the Portal, care must be taken to enter the data in the relevant fields. The fields may contain only the data for which they are intended.
9. The Customer shall be fully responsible for the truthfulness and reliability of the information presented within the Profile.
10. Having more than one Profile and/or Account is not allowed.
11. Making an Account available to other entities is forbidden.
12. Actions which may hinder or destabilise the operation of the Portal or the Services are not allowed.
13. The Customer or the User are obliged, in particular, to:
  - a) refrain from any actions which may hinder or interfere with the operation of the Portal or the use of Services in a manner which may cause inconvenience to other Customers or Users,
  - b) observe the economic copyrights and rights arising from the registration of inventions, patents, trademarks, utility models and industrial designs of other persons,
  - c) refrain from any actions that may violate privacy, in particular from collecting, processing and disseminating information about Customers who are not Scientific Units without their express consent, unless this is permitted by law and these Rules.
14. It is forbidden to post illegal, vulgar, offensive, untrue, erotic, illegal content (violating the Polish law) on the Portal, to promote violence, morally reprehensible behaviours or behaviours violating the generally accepted principles of morality. Such content or authors' accounts may be deleted by the Service Provider, if the Service Provider becomes aware of such fact.

#### **IX. Rights and obligations of the Service Provider**

1. The Service Provider reserves the right to modify the Services and the Portal operation in any way, which may include removal of the data stored in the BWNP, to discontinue operations, transfer the rights and undertake legal transactions related to the Portal. Neither the User nor the Customer are entitled to any claims against the Service Provider in connection with any such actions.
2. The Service Provider reserves the right to modify and/or delete the Customer's Account and/or the Customer's Profile if the Customer's actions are found to be harmful to the Portal or in violation of the Rules.
3. The Service Provider reserves the right to:
  - a) temporary cessation of all or some of the Services,
  - b) temporary suspension of the Services on the Portal in connection with maintenance work,
  - c) send technical, legal and transaction messages to the Customer's e-mail address in connection with the operation of the Portal and/or the provision of the Services,
  - d) refuse to provide the Services if the Customer provides an incorrect, false or temporary e-mail address or data in the Registration Form,
  - e) refuse to provide the Services if the Customer does not comply with the provisions of the Rules,
  - f) modify the Services and the manner in which the Portal operates without prior notice, in any manner chosen,
  - g) personalise, in any manner, the information sent to the Customers at its discretion, and freely select their addressees,
  - h) send information, upon prior consent, to the provided e-mail address on fairs, exhibitions, conferences and other scientific events organised by entities from the scientific community.
4. In case it is found that the data provided by the Customer are untrue or outdated, the Service Provider shall have the right to:
  - a) call upon the Customer to rectify the defect immediately,
  - b) block the publication of information within the Profile until the case is clarified,

- c) update the information in the Profile by itself.
- 5. In the event of justified doubts as to the authenticity of the data entered by the Customer, the Service Provider may request that relevant documents confirming such data are submitted.
- 6. The Service Provider does not provide any guarantee as to proper operation of the Portal and/or the Services, whether in whole or in part.
- 7. The Service Provider reserves the right to interfere with the Customer's Account in order to eliminate any disruption or problem in the operation of either the Account or the Portal.

## **X. Payments for the Services**

- 1. The Portal is of a non-commercial nature and is operated as part of the Service Provider's statutory activity as the performance of a public interest task.
- 2. The use of the Services is free of charge.
- 3. The Service Provider advises that in order to use the Services via the Portal a connection to the Internet is necessary, which will involve data transmission costs, in accordance with the binding tariff plan of the network operator used by the User.

## **XI. Liability**

- 1. The Service Provider is not liable for the content posted by the Customer within the Profile.
- 2. The User or the Customer shall be fully liable for any infringement of the law or damage caused by their actions, in particular for providing false data, disclosing professional secrets or other confidential information, infringing personal rights or copyright and related rights.
- 3. The Service Provider shall not be liable for any damages resulting from discontinuation of the Services, in whole or in part, to Customers and/or Users. Also, the Service Provider shall not be liable for any damage arising as a result of discontinuation of the Services and deletion of the Customer's Account where the Customer is in breach of the Rules.
- 4. The Service Provider shall not be responsible for:
  - a) any damage caused to third parties or consequences of actions arising as a result of the use of Services by Users or Customers in a manner contrary to the Rules or legal regulations,
  - b) for content made available by the Customers as part of the Services, where such content violates the law or the legitimate interests of third parties,
  - c) the accuracy of the information provided by Customers,
  - d) loss of data by the Users due to external factors (e.g. equipment failure) or other circumstances beyond the Service Provider's control (third party actions),
  - e) damage resulting from interruptions in the provision of the Services resulting from circumstances for which the Service Provider is not responsible (force majeure, acts or omissions of third parties, failures, etc.),
  - f) provision of false or incomplete information by Customers when registering the Account, failure by the Customers or the Users to comply with the Rules,
  - g) acts or omissions of Internet service providers as well as failures and disruptions in the operation of the Internet used by the Customer or the User to use the Portal,
  - h) consequences resulting from third party acquisition of the login name or the Password,
  - i) interruption of the Service due to reasons beyond the Service Provider's control.
- 5. In the event of receiving an official notification of the unlawful nature of the data provided by the Customer and preventing the Customer from accessing such data, the Service Provider shall not be liable to the Customer for any damage caused as a result of preventing access to such data.

## **XII. Copyright and licences**

1. All and any rights to works within the meaning of the Act of 4 February 1994 on Copyright and Related Rights (Polish Official Journal of 2018, item 1181, as amended), where such works are part of the Portal, including the entire work as well as its fragments, and in particular text, graphics and multimedia elements and programming elements that generate and operate the Portal or enable the use of the Service, shall be reserved for the Service Provider. The provisions of the preceding sentence shall not apply to the rights to the works to which the Customers are entitled and which they post on the Portal as part of their Profile. In this respect, the Customers grant the Service Provider a license to the extent necessary to achieve the objectives set forth in these Rules.
2. Neither the User nor the Customer have the right to sell or otherwise market or distribute the Portal or a part thereof, for commercial or money-earning purposes, in particular to send or make them available in computer systems and networks or any other information and communication systems.
3. Any infringement of copyright by the Customer or the User may result in civil or criminal liability on the part of the Customer or the User.

## **XIII. Protection of personal data**

1. In connection with the Service, the Service Provider processes only the Customers' personal data necessary to conclude, amend, terminate and correctly perform the Agreement, as specified in the Rules. The Service Provider processes the data obtained in connection with the Service also in order to perform the public interest task, i.e. support the organisation and financing of scientific research, dissemination of knowledge about science, scientific research and development, preparation of analyses of opinions and expert opinions related to the scientific research being conducted, acquisition and development of collective, cross-sectional and synthetic information concerning scientific research and development, also for statistical purposes, and supporting the scientific and academic community. Personal data are processed in compliance with the security rules laid down in the law on the protection of personal data.
2. Depending on the type of service provided and purposes, the Service Provider processes the following categories of personal data: contact data, data concerning scientific activity, identification data, contact data of persons acting on behalf of Scientific Units, data of devices used by users.
3. The Service Provider is the controller of the data processed in connection with the Service.
4. The Service Provider has appointed its Data Protection Officer (DPO). In case of any questions about personal data, the DPO may be contacted at the following e-mail address: [iod@opi.org.pl](mailto:iod@opi.org.pl).
5. Customers' personal data are processed for the following purposes:
  - a) concluding and performing the Agreement to the extent specified in the Rules: Article 6 paragraph 1 letter b) of the GDPR,
  - b) creating reports and analyses concerning the operation of the Services, optimisation of the Services and service processes in pursuit of the Service Provider's legitimate interest: Article 6 paragraph 1 letter f) of the GDPR,
  - c) explaining the circumstances of unauthorised use of the Services: Article 6 paragraph 1 letter b) of the GDPR in conjunction with Article 6 paragraph 1 letter c) of the GDPR,
  - d) making copies and storing the data: Article 6 paragraph 1 letter b) of the GDPR, in conjunction with Article 6 paragraph 1 letter f) of the GDPR,
  - e) establishing contact regarding the Service provided or the information entered on its basis, in particular in order to verify the accuracy of the data entered into the database: Article 6 paragraph 1 letter b) of the GDPR,



- f) exercising rights under a complaint: Article 6 paragraph 1 letter b) of the GDPR,
  - g) establishing, investigating or defending claims: Article 6 paragraph 1 letter f) of the GDPR,
  - h) confirming the identity of a person and his/her powers to represent the entity on behalf of which he/she acts and enters the data into the BWNP: Article 6 paragraph 1 letter b) of the GDPR,
  - i) archiving purposes: Article 6 paragraph 1 letter f) of the GDPR,
  - j) handling notifications by means of contact forms: Article 6 paragraph 1 letter b) of the GDPR,
  - k) handling inquiries or comments submitted via relevant contact forms available at [www.nauka-polska.pl](http://www.nauka-polska.pl): Article 6 paragraph 1 letter a) of the GDPR,
  - l) after giving additional consent, information on fairs, exhibitions, conferences and other scientific events organised by entities from the scientific community: Article 6 paragraph 1 letter a) of the GDPR,
  - m) processing of data in the BWNP for the purpose of presenting and publishing information on scientific, research, development and expert activities of persons registered in the BWNP: Article 6 paragraph 1 letter e) of the GDPR,
  - n) promoting and presenting scientific achievements: Article 6 paragraph 1 letter e) of the GDPR,
  - o) providing comprehensive information on scientific, research, development and expert activities of persons registered in the BWNP, on behalf of entities operating within the scientific community, but also on behalf of public administration bodies and entities, and of any interested person: Article 6 paragraph 1 letter e) of the GDPR,
  - p) creating data-based analyses and statistics for the needs of Polish science and the scientific community, as well as scientific research: Article 6 paragraph 1 letter e) of the GDPR,
  - q) scientific or historical research: Article 6 paragraph 1 letter c) of the GDPR,
  - r) statistical purposes: Article 6 paragraph 1 letter c) of the GDPR.
6. The Service Provider advises that the data may be transferred to the following categories of recipients that provide services to the Service Provider: advisory, legal, audit, IT services. In addition, data may be made available to state administration bodies in connection with their respective tasks under the law. Data may be made available to entities representing the scientific community or interested in cooperation with an entity located in the BWNP, including scientific entities, entrepreneurs, science promoters, and public institutions.
  7. In connection with the Agreement signed, personal data shall be processed for the period of limitation of claims arising under the law. In the case of personal data processed on the basis of the Service Provider's legitimate interest and in the public interest pursued by the Service Provider, they will be processed respectively until an objection is lodged or until the purpose of processing ceases to exist. Data processed for the performance of a public interest task shall be processed until the purpose of the processing has ceased or until objection has been lodged in respect of the specific situation of the data subject, unless there are important reasons for further processing. Data processed on the basis of consent shall be processed until the purpose of the processing has ceased to exist, the consent has been withdrawn or an objection has been lodged.
  8. The data subjects have the right to demand access to personal data, their rectification, erasure or limitation of processing by the Service Provider, or the right to object to the processing, as well as the right to transfer the data.
  9. The data controller shall also inform the supervisory authority (the President of the Office for the Protection of Personal Data) of the right to lodge a complaint.
  10. The provision of data to meet the objectives set out above is voluntary but necessary to meet those objectives. Failure to provide data means that the Agreement may not be concluded and the services offered may not be used.
  11. Personal data shall be processed by automated means (including profiling), but this shall have no legal effect on individuals or affect their situation in any similar way. Personal data profiling by means of data processing (also by automated means), by using data to assess certain information on persons present in the BWNP and, in particular, to analyse the areas or disciplines of specialisation for an individual.

12. In the case of data processing under consent, the data may be withdrawn by contacting the Service Provider by e-mail: [opi@opi.org.pl](mailto:opi@opi.org.pl), via the Contact Form, by calling +48 22 570 14 58 or by sending a request to the registered office. Withdrawal of consent shall not affect the lawfulness of processing carried out under consent prior to the withdrawal.
13. If consent is withdrawn by phone, the Service Provider reserves the right to conduct additional verification of the individual concerned in order to determine his/her identity.

#### **XIV. Data security**

1. Data collected by the Service Provider are protected against unauthorised access using system security, physical and organisational security measures in accordance with the relevant information and personal data security policy adopted and currently in force.
2. The Service Provider declares that it exercises due diligence to ensure a high level of security for all Customers and Users in the use of the dedicated functions. Any events affecting the security of information and data transmission, including suspicions regarding the sharing of files containing viruses or other similar files or destructive mechanisms other than files, should be reported to the Service Provider by telephone: +48 22 570 14 00 or by e-mail: [iod@opi.org.pl](mailto:iod@opi.org.pl).

#### **XV. Complaint handling procedure**

1. Any malfunctions, problems and comments relating to the services provided via the Portal may be notified by the Customer or by the User via the Make-a-Comment functionality.
2. Users may lodge a complaint if the Services dedicated to them and provided for in the Rules are not provided or are not provided in accordance with these Rules.
3. A complaint may be lodged within 30 days following the date of the event concerned.
4. A complaint may be submitted electronically to the following e-mail address: [aktualizacja@opi.org.pl](mailto:aktualizacja@opi.org.pl) or via registered letter sent to the following address: National Information Processing Institute (OPI PIB), Aleja Niepodległości 188b, 00-608 Warsaw.
5. A complaint should contain at least the following: full name, e-mail or other correspondence address, circumstances justifying the complaint, as well as a specific request related to the complaint being submitted.
6. If the data or information provided in the complaint need to be supplemented, the Service Provider shall, before considering the complaint, ask the sender to supplement the data and specify the scope of data to be supplemented.
7. The Service Provider shall process the complaint within 30 days from the receipt of a correctly submitted complaint (containing the required elements without the need to supplement them). In complicated cases, the Service Provider may extend this period to 60 days after prior notification to the complainant. The User shall be informed electronically about the manner of handling the complaint, to the e-mail address provided by the User.
8. The Service Provider reserves the right to leave a complaint unprocessed if the complaint results from ignorance about the Rules or the law.

#### **XVI. Final provisions**

1. The Service Provider reserves the right to change the content of these Rules.
2. Customers shall be notified of any amendments to these Rules via a relevant message published on the Portal and via information sent to the e-mail address provided in the Registration Form or Data Update Form, respectively, and, in the case of Customers who have an Account, via information about amendments to the Rules and its content available after logging in.

3. The Customer may refuse to accept the changes by sending a relevant statement to the Service Provider in writing, by e-mail to the following address: [krzysztof.wilinski@opi.org.pl](mailto:krzysztof.wilinski@opi.org.pl) or, in the case of Account holders, by marking no acceptance of the amendments after logging into the Account. The declaration of non-acceptance of the amendments should be submitted to the Service Provider immediately, however not later than within 30 days from the receipt of the notification of amendments to the Rules as specified in paragraph 2 above. Failure to send a statement within the aforementioned time limit shall be deemed as acceptance of the amendments by the Customer. Provision of a no-acceptance statement shall be tantamount to termination of the Agreement by the User with a 14 days' notice, running from the Service Provider's receipt of information about the refusal to accept the amendments.
4. The Customer shall bear the risk of non-receipt of the notification of amended Rules for reasons related to an outdated or inaccurate e-mail or an e-mail address belonging to another entity.
5. If the Rules are changed, a list of the most important changes will be displayed to the Customers. Users are obliged to familiarise themselves with the Rules in their new wording.
6. Any and all disputes related to the performance of the Agreement shall be settled by Polish common courts competent for the Service Provider's seat, however, in case of disputes related to the Service Provider's provision of the Services, court proceedings may be initiated after the complaint procedure has been exhausted; in other cases the Parties undertake to first seek an amicable settlement of disputes by way of negotiations conducted for a period of 90 days.
7. The Polish law shall be applicable to the whole of this Agreement.
8. In matters not provided for in agreements with the Service Provider, the provisions of Polish law shall apply.
9. If any provision of these Rules is declared invalid by a final court ruling, the remaining provisions shall remain in force.
10. This version of the Rules is valid from 25 July 2018. The current content of the Rules is available [www.nauka-polska.pl/#/terms?lang=en](http://www.nauka-polska.pl/#/terms?lang=en).