

REGULATIONS AND RULES OF MAGAZINE



INSTYTUT ODPOWIEDZIALNEGO BIZNESU

DEFINITIONS

1. **Service Provider's Contact Details** means Service Provider's data which can be used by a Customer to contact the Service Provider, that is: Skate Video Magazine, Dywizjonu 303 12/71 Street, 86-300 Grudziądz, Poland, e-mail: contact@skatevideomagazine.com, phone no.: (+48) 512 952 522, Skype: [skype.skatevideomagazine](https://www.skype.com/people/skype.skatevideomagazine).
2. **User's contact details** means User's data which can be used by the Service Provider to contact the User, including an e-mail address.
3. **Customer** means a User, who is a natural person and concludes a Contract that is not immediately connected with the person's business activity.
4. **Rules and Regulations** mean Rules and Regulations governing provision of Services provided in an electronic way within the Internet domain skatevideomagazine.com, which set forth the Rules and Regulations for providing Services the benefit of Users via the Website for The Rules and Regulations do not apply to contracts of sale.
5. **User Account** means a User's order management panel, available within the Website upon Registration and logging into the Website.
6. **Website** means the Internet website run by the Service Provider through the Internet, available in the English version at: skatevideomagazine.com.
7. **Shop** means an Internet shop run by the Service Provider, within the Website, on the basis of a separate Rules and Regulations.
8. **Goods** things that is presented within the Shop in order to sell them.
9. **Contract** means a contract for providing a Service the benefit of a User by the Service Provider for.
10. **Service** means a service rendered by the Service Provider, for the benefit of a User, under the Contract concluded between the Parties via the Website, within the organised distance contracting system without the simultaneous physical presence of the Parties.
11. **Service Provider** Michał Sadownik running his business activity under the business name Skate Video Magazine, with the company seat in Grudziądz (86-300), Poland, Dywizjonu 303 12/71 Street, entered into the Central Electronic Register and Information on Economic Activity kept by the Ministry of Development, under NIP (tax identification number) 8762334181 and REGON (statistical identification number) 366809459. The person is a service provider, administrator, owner and editor of the Website.

12. **User** means an entity which concludes a Contract with the Service Provider to render Services, providing that the User has full capacity to act in law or a limited capacity to act in law in cases not regulated by the provisions of the generally applicable laws, is a legal person or an organizational unit.
13. **Video** means an audio-visual piece which is made available through the Website by links (publications, hyperlink) or by embedding it, to make it possible for the User to get acquainted with it.

§1 CONTRACTUAL CONDITIONS

1. Pursuant to generally applicable laws, the Service Provider introduces the Rules and Regulations, wording of which is made available at the following URL address: skatevideomagazine.com/magazine-menu/terms-of-website-use/regulations-and-rules-of-magazine.
2. The Service Provider renders services in accordance with Rules and Regulations and generally applicable laws.
3. The Service Provider makes the Rules and Regulations available at its Website.
4. Users can, at any time, access the Rules and Regulations, record it, download and print it or save on a data storage device.
5. Information available on the Website does not constitute an offer under the Polish Civil Code, it only constitutes invitation to submit offers for a Contract conclusion.
6. All Services are provided 24 hours a day, 7 days a week, available via the Website.
7. In order to use the Website, a User needs to have an access to a telecommunication device with access to the Internet, a correctly configured web browser in the latest or previous version of: Microsoft Edge, Mozilla Firefox, Google Chrome, Safari or Opera as well as an active and a correctly configured e-mail account.
8. Using the Website takes place by getting familiar with its content.

§2 USER REGISTRATION

1. The User Account can be used only after its creation, namely after entering the correct login and password.
2. Creating a User Account takes place upon voluntary Registration, which can consist in filling in a registration form and sending it to the Service Provider. The registration form is made available within the Website or the Shop.
3. Filling in the registration form means providing information for all mandatory fields and, possibly, the optional ones. The information given must be true, full and concerning the User's Data, in particular User's Contact Data.
4. Prior sending the registration form, by ticking the appropriate field a User represents that he acknowledges and accepts the provisions of the Rules and Regulations.
5. Sending the registration form shall be made by sending it to the Service Provider via the Website, using its functionality that can be found within the registration form.
6. Contract to provide services of running a User Account is concluded for an indefinite period of time at the time the User Account is registered in a way stipulated hereinabove.
7. The object of the Service is to enable a panel to manage the Services.
8. One must log in, using the correct password, in order to use the User Account.

§3 PROVISION OF GRATUITOUS SERVICES

1. The Service Provider renders, for the benefit of Users, the following Services free of charge:
 1. publish a Video,
 2. play a Video,
 3. recommend a Video,
 4. rate a Video, add comments to it and post answers to comments,
 5. receive notifications about new comments to a Video,
 6. use a search engine,
 7. use a contact form,
 8. add a Good to a wish list,
 9. receive a Newsletter.
2. Terms and Conditions of the Service vested in publishing and playing a Video and the Newsletter Service are set forth in §4, §5 and §6 of the Rules and Regulations.
3. The Contract to provide Services vesting in recommending a Video is concluded for a definite period of time at the moment a recommend button is used and is terminated at the moment the button has been used or the User abandoned using it. The scope of the service includes making the button for recommending a particular Video available in order to give a User possibility to send a message to third parties, using a chosen social network. In order to use the Service, one needs to have an account registered in a chosen social network and log into it.
4. The Contract to provide Services vesting in commenting a Video is concluded for a definite period of time at the moment of commenting a Video, and is terminated at the moment of using it or abandoning its usage. The object of the Service is to make the comment form available within the Website, in order to facilitate Users placing comments. All comments shall be written in the English language only. Provisions herein shall apply to the activity of answering a comment.
5. The contract to provide Services vesting in notifying about new comments is concluded for an indefinite period of time at the moment a User makes a comment with the function of notifying on new comments in the thread and is terminated at the moment of using the appropriate function within the Website or clicking deactivation link send in each e-mail message.
6. The Contract to provide Services vesting in making a search engine available is concluded for an indefinite period of time at the moment of commencing usage of the engine and is terminated at the moment the engine has been used or the activity was abandoned by the User. The scope of Service includes facilitating usage of a search engine which is available on the Website and searching Videos published within its sources. The resources are searched by entering key words.
7. The Contract to provide Services vesting in making a contact form available is concluded for a definite period of time at the moment of commenting usage of the form and is terminated at the moment the form has been used or the activity was abandoned by the User. The object of the Service includes making a contact form available within the Website in order to enable sending messages to the Service Provider.
8. The Contract to provide Services vesting in adding a Good to a wish list is concluded for an indefinite period of time at the moment a Good has been added to a wish list, and is terminated at the moment a Good has been erased from offer or wish list. The scope of the Service includes temporary storage of the Internet website data containing advertising offer for a Good or monitoring its price within the User Account.

§4 USER'S VIDEO PUBLICATION

1. The Service Provider renders a free of charge Service of publishing a Video. The object of the Service is to make an audio-visual piece available via the Website by creating links or embedding it to enable other Users to get familiar with the file.
2. The Service deems to be ordered at the moment a User fills in the mandatory fields in the Video publishing form, located within the Website.
3. Information introduced by the User within the Video publication form consist of the file address, its URL, title and description.
4. All descriptions of Videos shall be written in the English language only.
5. The Service is rendered for an indefinite period of time.
6. By publishing a Video within the Service, the User obliges itself to respect provisions of the Rules and Regulations, personal rights and copyrights of third parties, the norms of social coexistence and applicable laws.
7. By publishing any kind of content within the Website, especially such content as Video, comments or opinions; the User issues the Service Provider a free of charge, non-exclusive, territorially unlimited license for an indefinite period of time to use a Video, comment or opinion within the following scope: publishing within the Website, saving and playing within the memory of a telecommunication tool in a place and at a time freely chosen by the Service Provider with respect to the right to grant a sublicense to facilitate Users usage of the Website.
8. By publishing on the Website a link to a different website, both by linking or embedding, the User represents that he has read and acknowledged legal documentation of the webpage and its licence conditions concerning usage of the pieces published there and that the abovementioned documents give the User the right to publish links on the Website in line with the Rules and Regulations.
9. By publishing a link to a piece that was embedded on the Internet website, the User represents that the piece was made public without any restrictions and that access to it does not require to be logged in, to subscribe or pay.
10. By publishing on the Website content or links to a different website, within which an image of a third party whose consent is required for publication is shown, the User represents that the parties have given their consent.
11. The Service Provider has the right to remove or moderate content that infringe provisions of the Rules and Regulations.
12. The contract to provide Services can be terminated by the User at any time and without stating reason thereof by sending an e-mail message to the address provided in the Service Provider Contact Data.

§5 PLAYING USER'S VIDEO

1. The Service Provider renders a free of charge Service of playing a Video.
2. The object of the Service is to place, within the Webpage, a Video that is published on a third website. The Video is published together with the navigation buttons to facilitate Users playing the Video for a User's private use. The possibility of using the Video for commercial purposes shall be excluded.
3. The Contract to provide Services vesting in playing a Video is concluded for a definite period of time at the moment a User uses the play button.
4. The contract to provide Services vesting in playing a Video shall be terminated at the moment the activity has been completed or aborted by a User, including leaving the Website.

5. By playing a Video, the User represents that he has read and acknowledged the legal documentation of the website where the Video is published, as well as the terms of licence regarding the usage of the piece published within its resources, and that he obliges himself to comply with thereof.
6. The Website has an informative nature only. Any content placed within the Website shall not encourage anyone to take up sports or perform evolutions, and shall not constitute a base for taking decision of taking up sports or performing evolutions by the Users. Decisions described hereinabove shall be made by the Users on their own responsibility.

§6 NEWSLETTER SERVICE

1. The object of the Newsletter Service is the Service Provider's performance, vesting in sending commercial information to a User e-mail address.
2. The Newsletter Service is ordered by using a proper newsletter activation filed within the registration form or in a different form made available within the Website by the Service Provider
3. A condition for the Newsletter Service order to be placed correctly is to give the User's e-mail address or, possibly, other data regarded as compulsory. It is voluntary to give the data it is however, necessary to perform the Service and conclude contract for it.
4. Prior sending the order form for the Newsletter Service, by ticking an appropriate field, the User may voluntary represent to give his consent to have his personal data processed for the marketing purposes by the Service Provider.
5. The Service Provider informs that the marketing purposes mentioned hereinabove may include, in particular, sending commercial information to the User's contact data. The consent described in the point above can be withheld at any time. The User has the right to access his personal data and to correct it.
6. The order for the Newsletter Service is placed by sending a form to the Service Provider, placed and operated within the Website.
7. The contract to provide Newsletter Services is concluded for an indefinite period of time at the moment the Service Provider confirms placing the User on the Newsletter recipient list.
8. Taking advantage of the Newsletter is possible upon concluding a contract to provide Newsletter Services.
9. The contract to provide Newsletter Services may be terminated at any time, without stating reason thereof by using, among others: Website functions or unsubscribing option available upon using the deactivation link placed within the newsletter message and by sending the Service Provider a User's representation regarding the termination, for example in an e-mail or a letter.

§7 VIOLATIONS AND COMPLAINTS

1. Should cases of the Rules and Regulations violation, consisting of placing a Video, be found, the fact can be reported to the Service Provider by using proper functions available within the Website.
2. Complaints can be lodged by a traditional mail or an e-mail, to a postal or an e-mail address provided in the Service Provider's Contact Details.
3. Complaints can also be made by a form, an Exhibit hereto.
4. A complaint shall include a description of the problem as well as User's identification data.
5. The Service Provider shall respond to the complaint within fourteen (30) days from receiving it. It is advisable that the complaint includes User's Contact Details, which can be used to reply to the complaint and further exchange of correspondence.
6. Complaint resulting from contractual warranties concerning defects of the Services can also be made.

7. A Consumer residing within the European Union, has the right to use the out-of-court complaint and redress mechanisms, including placing a complaint on the ODR EU website, available at ec.europa.eu/consumers/odr/.

§8 CONTRACT RESCISSION

1. A Consumer may rescind the Contract within fourteen (14) days without stating reasons thereof, provision to cases set forth in point 8.
2. The time limit to rescind the Contract expires upon the lapse of fourteen (14) days after concluding thereof.
3. In order to exercise the right to rescind the Contract, Consumers must inform the Service Provider about this decision (Skate Video Magazine, Dywizjonu 303 12/71 Street, 86-300 Grudziądz, Poland, e-mail: contact@skatevideomagazine.com). The information shall include the decision on rescinding the Contract by an unequivocal statement (for example a letter sent by traditional post or by e-mail).
4. A Consumer may withdraw from the Contract by making a statement to the Service Provider and sets out the decision to rescind the Contract. The statement may, but does not have to, be made on a form, an Exhibit hereto.
5. To observe the time limit to rescind the Contract, it is enough for the Consumer to send information on exercising the right to rescind the Contract before the lapse of time given for this activity.
6. Shall a Consumer send the statement on the Contract rescission by electronic means, the Service Provider sends confirmation of the receipt without unnecessary delay.
7. In the case of the contract rescission is made, the contract shall be considered not concluded. If a Consumer made a statement on the Contract rescission before the Service Provider accepted his offer, the offer ceases to be binding.
8. The right to rescind the Contract does not apply to Consumers:
 1. if the Service Provider performed the Service in full upon an expressed consent given by a Consumer who had been informed that after performance of the service the Consumer's right to rescind the Contract expires,
 2. in relation to a Contract for supplying digital content which is saved on a physical data carrier, if performance of the service begun upon a Consumer's expressed consent given before the time limit to rescind the Contract expired and after being informed by the Service Provider on the loss of the right to rescind the Contract.

§9 DATA PROCESSING AND COOKIE FILES

1. The rules concerning data processing, privacy and cookie policy are set forth in the "Privacy Policy and Cookies Policy" document.
2. The Service Provider may gather information in order to store it locally on a User's device, using browser's memory and cookies files.
3. The Service Provider can process personal data of the Website Users for the reason and within the scope of which it informs before collecting data or when collecting it.
4. Persons, whose data have been collected by the Service Provider, have the rights set forth in "Privacy Policy and the Cookie Files Policy" and provided in a clear and communicative manner before collecting the data or at the time of collection.
5. The rights referred to in the above point, depending on the basis of data processing: the right of access to their data, requests for rectification, deletion, limitation of processing, opposition to processing, right of transferring data, as well as the right to file a complaint supervisory body.

6. In the event that personal data are processed on the basis of consent for their processing, it may be withdrawn at any time. Withdrawal of consent does not affect the legality of the prior processing of data.
7. By concluding the contract to provide Services, the User may authorise the Service Provider to send information concerning contracts and their performance, as well as trade information if a separate consent was made.
8. A User who is not a Consumer is obliged to inform the Service Provider on changes made to the User's Contact Details, otherwise their usage may not be effective.

§10 SUPPLEMENTARY PROVISIONS

1. All trademarks, graphic elements, photos and films posted on the Website constitute intellectual property rights of their owners.
2. The Internet domain of the Service, the logo, name and the Rules and Regulations are owned under the intellectual property rights and are protected by the law.
3. The User acknowledges and confirms that he is aware of the fact that it is forbidden to provide content that:
 1. is illegal,
 2. can mislead the Website Users,
 3. can violate personal rights of the Users or the third parties,
 4. is commonly considered as insulting and incompliant with good behaviour, in particular: content that is pornographic, promotes usage of drugs or excessive alcohol consumption, racism, xenophobia or hate propaganda,
 5. includes elements to which the User has no proper intellectual property rights,
 6. includes mass content or repetitions that intent to increase the content,
 7. is in the form of advertisements,
 8. includes addresses of web pages or data of entities that run business activities competitive to the ones of the Service Provider,
 9. is in different language than English.
4. The Service Provider has the right to remove comments, Videos and other substance that infringe provisions of the Rules and Regulations.
5. The Service Provider undertakes to make a reasonable effort to enable correct usage of the Website and to provide help in solving technical problems connected with its work.
6. The Service Provider undertakes to perform activities that aim at protection of data, included in the User's Account, against unauthorised access and usage.
7. The Service Provider does not bear responsibility for:
 1. interruptions in proper functioning of the Website or for improper render of Services towards Users who are not Consumers, if the cause was a force majeure,
 2. interruptions in proper functioning of the Website and for improper render of Services, provided for the benefit of Users who are not Consumers, arising out of technical activities or for reasons on the site of entities by means of which the Website functions,
 3. opportunity cost suffered by a User who is not a Consumer,
 4. damages caused by the User breaching the Rules and Regulations.

§11 FINAL PROVISIONS

1. Changes to legal provisions, as well as technical or organisational changes, concerning the services provided by the Service Provider, may result in the need to implement modifications to the Rules and Regulations.
2. Changes to the Rules and Regulations take place by posting on the Website a new version thereof, performed upon prior information. Information on changes to the Rules and Regulations are posted on the Website not later than within ten (10) days before the new Rules and Regulations become binding. The information is also send to Users, using Contact Details provided on the Website, if the parties are bound by a continuous contract.
3. Should the out-of-court settlement be impossible to solve a dispute between the Service Provider and a User who is not a Consumer or a Consumer not residing in the Republic of Poland in the circumstanced allowing for the possibilities provided by the provisions of the Consumer's country laws, the disputes shall be solved by the court having its jurisdiction over the Service Provider' seat.
4. In case of Users who are not Consumers or Consumers who do not reside in the Republic of Poland, should the provisions of their country's law allow it, the governing law for execution of the contract concluded with the Service Provider and for dispute resolution arising out of it, shall be the law of the Republic of Poland.
5. Provisions of the Rules and Regulations are not intend to exclude or limit the rights under generally applicable local laws concerning a User who is a Consumer.
6. Shall the Rules and Regulations concerning contracts with the Service Provider be inconsistent with the generally applicable laws in the Consumer's country, the latter shall apply.
7. Should provisions of the Rules and Regulations prove null and void or ineffective, the fact does not violate the validity and effectiveness of the rest of the provision therein. The invalid or ineffective provisions shall be superseded by norms applicable to what the parties has agreed or what would have agreed if the provision had been included in the Rules and Regulations.
8. The Rules and Regulations enter into force within ten (10) days from its publication of the Website.

ATTACHMENTS

1. Complaint Form
2. Contract withdrawal Form
3. Information related to the right to withdraw from the Contract