

Regulations for granting a license and for using photographs

I. General Provisions

1. These Regulations have been issued on the basis of Article 8 of the Act of 18 July 2002 on the provision of services electronically (Journal of Laws (Dz. U.) No 144, Item 1204, as amended) and set out the terms and conditions of the provision of services electronically, through a website available on the Internet at: <http://kalejdoskop-chopin.pl>.
2. Whenever used in these Regulations, the below terms shall have the respective meanings, as follows:
 1. Institute – the Fryderyk Chopin Institute,
 2. Base – a collection of the Photographs made available by the Institute on the Internet at: <http://kalejdoskop-chopin.pl>,
 3. Photographs – materials <http://kalejdoskop-chopin.pl> contained in the Base in a digital format, to the rights to which the Institute is entitled, and which can be the subject of the License Agreements concluded between the interested entities and the Institute,
 4. User – an entity authorized to use the Photographs under the License Agreement,
 5. License Agreement – an agreement executed via the Internet, on the basis of these Regulations between the interested entity and the Institute, regulating the manner of use of the Photographs and the rules of making payments due to the above,
 6. Form – a form of the License Agreement available at the Internet address: <http://chopin.nifc.pl/kalejdoskop>.

II. Types of services and scope of services provided electronically

1. These Regulations relate to services consisting in the granting of a right to use the Photographs on the basis of the License Agreements and making the Photographs available from the Base on such basis.
2. The Institute declares that it has rights to the Photographs authorising the Institute to execute License Agreements related to such Photographs. In the event the Photographs are works in the meaning of the Act of 4 February 1994 on copyrights and related rights (i.e. Journal of Laws (Dz. U.) No 90 of 2006, Item 631, as amended), the Institute is authorised to grant licenses to the Photographs, and the License Agreement is a license agreement in the meaning of the above-mentioned act.
3. The use of the Photographs shall be possible only based on the License Agreement or an agreement executed with the Institute in writing, not through the Internet.
4. The License Agreement shall relate only to the Photographs listed therein and the use of the Photographs shall be authorised only to the extent defined in such agreement.
5. The License Agreement stipulates that only the use of the Photographs will be authorised. It means that the User shall be in particular obliged to receive a permit to use the works, trade marks or images of people shown on the Photographs.
6. The License Agreement is of a non-exclusive nature and is executed for a definite period indicated therein.
7. The User cannot assign any rights and/or obligations under the License Agreement without the prior written consent of the Institute. The Photographs cannot be made available to third parties otherwise

than as defined in the License Agreement and cannot be the object of further trading or further agreements executed by the User with other entities.

8. The use of the Photographs may occur only in compliance with law and not infringing the reputation of Fryderyk Chopin, the Institute or the Republic of Poland.

III. Conditions of the provision of services electronically

1. To use the services provided electronically by the Institute, the User must have:
 1. connection to the Internet,
 2. devices compatible with the Internet with a browser
2. While completing the Form, the User is obliged to give all particulars necessary to enter into, form the content, amend, terminate, perform and settle the License Agreement, and to seek claims, if any, related to the License Agreement, in accordance with the provisions of the Civil Code, the Code of Civil Procedure and the Act of 11 March 2004 on Tax on Goods and Services, and in particular indicate the following:
 1. name of the User (including the name under which a natural person conducts business activity),
 2. NIP or an appropriate and valid identity number for inter-Community transactions granted by a European Union Member State appropriate for a VAT taxpayer or a legal person not being such taxpayer who acquires license rights, containing a two-digit code used for a value added tax,
 3. PESEL (if any),
 4. address of the registered office / residential address
 5. mailing address,
 6. e-mail.
3. Particulars concerning natural persons referred to in section 2 above shall be processed by the Institute for the purposes specified in this section. The Institute is also a data administrator in the meaning of the Personal Data Protection Act of 29 August 1997 (i.e. Journal of Laws (Dz. U.) No 101 of 2002, Item 926, as amended). The Institute treats very seriously the issue of personal data and, as a data administrator, is very particular about the safety of the personal data made available by the Users. The data is specially safeguarded and protected against access by unauthorized third parties. The Institute ensures that the Users can exercise their rights under the Personal Data Protection Act, in particular the right to inspect their own data, the right to demand data updating and the right to object in the cases stipulated in the above-mentioned act. A personal data collection was reported to the General Personal Data Inspector.
4. The Institute reserves a right to conduct maintenance works of the teleinformatics system, which may cause disturbances or breaks in the use of services.
5. The Institute reserves a right to temporary cease or limit the provision of services at any time, without notice, in special cases that could affect system safety.
6. In view of the character of the services provided electronically, to which these Regulations relate, it is not possible to use such services namelessly or under a nickname.
7. It is prohibited to provide contents of an illegal nature, and in particular it is prohibited to provide by or to the teleinformatics systems of the Institute any data causing work disturbances or overloading teleinformatics systems of the Institute, as well as data infringing third party rights, general social norms or data that is contrary to absolutely binding provisions of law.

IV. Conditions for executing and terminating license agreements

1. The License Agreement shall be executed and interpreted in accordance with Polish law. The License Agreement shall be executed in the Polish language. The English version of the License Agreement shall be for information only.
2. The License Agreement may be executed only between the Institute and an entity not being a consumer in the meaning of law.
3. To execute the License Agreement, it is necessary to correctly fill in the Form and accept its contents (hereinafter referred to as the „Form Acceptance”). Prior to the Form Acceptance, the User may correct the entries made in the Form.
4. The Form Acceptance may be effectively performed only by persons authorised to represent the entity executing the License Agreement. The Institute shall not be liable for the fact that the Form Acceptance was made by unauthorized persons.
5. The Form Acceptance shall be equal to the consent for the provisions of these Regulations and the License Agreement containing provisions in compliance with the filled-in Form.
6. The License Agreement shall be executed at the moment of sending by the Institute of a respective declaration at the e-mail address indicated by the User in the Form, accompanied by the content of the accepted License Agreement. The date on which the Institute’s declaration is sent to the User shall be deemed the date of execution of the License Agreement. The User should print out a copy of the License Agreement for documentation purposes.
7. The License Agreement shall be executed under a condition precedent, that is to make a full payment of the amounts due specified in the said agreement, to the bank account of the Institute. If the payment is not made within 7 days following the execution of the License Agreement, the License Agreement shall expire. It will be admissible to download the Photographs from the Base and record them by the User only after satisfaction of the condition under which the License Agreement was executed.
8. Any and all costs and fees in connection with the execution of the agreement shall be borne by the User.
9. If the User infringes the provisions of the License Agreement, the Institute shall be entitled to terminate the License Agreement with immediate effect. In such case, the provisions of the License Agreement indicated therein shall remain unchanged.
10. The License Agreement shall cease to be effective to a specified extent if the author of the Photographs withdraws from or terminates the agreement between him and the Institute or if the agreement between the author of the Photographs and the Institute loses its legal validity for other reasons. The Institute may withdraw from the License Agreement in full or in part if the author of the Photographs objects to its use in the manner specified herein.
11. The termination or declaration of will on withdrawal from the License Agreement made by the Institute shall be deemed effectively made upon sending to the address (or e-mail) indicated by the User in the Form.
12. The User may terminate the License Agreement at any time in writing. This shall not affect the obligation to make full payments to the Institute as specified in the License Agreement.

V. Claim procedure and jurisdiction

1. Complaints may be made in the case of non-performance or undue performance of the License Agreement or its defective settlement.
2. A complaint must be made in writing and submitted at the address of the Institute, otherwise shall be null and void. A complaint must contain an e-mail address to contact the complainer.
3. A complaint may be lodged within 30 days following the date of the occurrence of non-performance or undue performance of the License Agreement or its defective settlement.

4. A complaint must indicate in particular the subject of complaint and circumstances justifying it.
5. The Institute shall examine the complaint within 14 business days following the date of its lodging. If the complaint cannot be examined within such period, the Institute shall notify within such period the complainer in writing about the reasons of delay and the expected date of complaint examination.
6. In the case of violation of the conditions of a complaint, a complaint may be not recognized.
7. Any possible disputes shall be settled by a competent Polish court having territorial jurisdiction over the Institute's seat.
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VI. Final Provisions

1. These Regulations shall become effective as of 28th of December 2009.
2. The Institute shall be entitled to unilaterally amend the provisions of these Regulations. The amendments shall become effective as of the publication of such amended text of these Regulations at the Institute's website.
3. In the case of any discrepancies between these Regulations and the provisions of the License Agreements executed by the Institute, the provisions of the License Agreements shall prevail.