

REGULATIONS

Service "CROCEMS.EU "

with the e-learning platform available at platform.crocems.eu

§ 1. GENERAL PROVISIONS

1. The regulations introduce the rules for the use of crocems.eu with the e-learning platform available at platform.crocems.eu
2. The crocems.eu website and the e-learning platform available at platform.crocems.eu was created and operates within the framework of the Project entitled Collaborative Robotics for Circular Economy in Manufacturing Sectors CROCEMS under the Erasmus+ Programme, Key Action 2; Partnerships for Cooperation KA220-VET - Cooperation partnerships in vocational educational training, co-financed by the European Union under the Erasmus+ Programme, on the basis of Regulation (EU) 2021/817 of the European Parliament and of the Council of 20 May 2021 establishing Erasmus+: The Union Programme for Education and Training, Youth and Sport and repealing Regulation (EU) No 1288/2013.
3. The terms and conditions for the use of electronic services available on the Website are set out in these Terms of Service.
4. When using crocems.eu and the e-learning platform available at platform.crocems.eu , it is forbidden for the User to provide content that is unlawful, offensive or in breach of the rules of social coexistence. Such content may be removed by the Service Provider.

§ 2. DEFINITIONS

Terms used in the Regulations shall mean:

1. **e-service** - a service provided electronically accessible through the crocems.eu website and the e-learning platform available at platform.crocems.eu
2. **Rules of Procedure** - these Rules of Procedure for the use of crocems.eu with the e-learning platform available at platform.crocems.eu
3. **Service** - the website available at <https://crocems.eu/> together with the e-learning platform available at <https://platform.crocems.eu/>
4. **Service Provider** - the Project Partners jointly implementing the Project, i.e.: Technological Centre of Furniture and Wood of the Region of Murcia (CETEM) from Yecla, Spain, ATMOTERM S.A. from Opole, Poland, University of Applied Sciences (HKA) from Karlsruhe, Germany, Technical University Wien from Vienna, Austria, University of Deusto from Bilbao, Spain.
5. **Administrator of the Website** - ATMOTERM Spółka Akcyjna, with registered office in Opole, ul. Łangowskiego 4, 45-031 Opole, entered into the Register of Entrepreneurs kept by the District Court in Opole, 8th Commercial Division of the National Court Register, under KRS No. 000064312, with share capital of PLN 3,105,500.00, paid-in capital of PLN 3,105,500.00, NIP: 754-033-94-96, REGON 530600238.
6. **User** - any person using the Website.
7. **Access data** - the User's e-mail address (login) and password for the Service.
8. **Project** - Collaborative Robotics for Circular Economy in Manufacturing Sectors CROCEMS, Key Action 2: Cooperation Partnerships in Vocational Education and Training, co-financed by the European Union under the Erasmus+ Programme.

§ 3. SERVICE CONTENT

1. Within the Service, information data may be made available to provide Users with access to text, graphic and multimedia material.
2. Access to the Service is free of charge.

§ 4. TERMS AND CONDITIONS OF THE E-SERVICE

1. **Technical requirements**
 - a. The use of the Website is possible using electronic equipment with legal software via network equipment for the use of the Internet and purchased Internet access.
 - b. In order to use the e-services correctly, you must use the latest stable version of the Edge, Firefox, Opera, Chrome or Safari browser and activate the SSL secure data transmission protocol, JavaScript and cookies.
 - c. The User can change the Password as long as the new Password is not rejected by the Service.

- d. The User is obliged to keep his/her Access Data confidential, with the exception of § 6.2. In case of losing or accidentally revealing the password to a third party, the User is obliged to immediately notify the Service Administrator. The Administrator of the Website shall deactivate the lost or disclosed password, and then generate and transmit a new one to the User free of charge.

2. Information on specific risks related to the use of e-services

The Administrator of the Website informs that the use of the Website is connected with the transmission of data by means of the public Internet network, which is connected with the risk characteristic of the Internet. The risk for each User consists in the possibility of "infecting" the User's device of the Internet network with software created mainly with the aim of causing damage (e.g. viruses, worms, Trojan horses). In order to minimise the risk, the User should equip the devices he/she uses to connect to the Internet with anti-virus and firewall software, which he/she should keep up-to-date by installing the latest versions. The Customer and the User should note and report any observed or suspected information security vulnerabilities in the e-services.

§ 5. TERMS AND CONDITIONS FOR THE CONCLUSION AND TERMINATION OF THE E-SERVICE CONTRACT

1. The agreement for the provision of Information Services and other e-services available on the Website is concluded when the User enters the relevant URL of the web pages selected by him/her in his/her browser containing content made available on the Website, or when he/she uses the redirection to such pages of the Website, and is terminated when he/she leaves the pages of the Website.
2. For users who have created an account on the Website, the agreement for the provision of services by electronic means of maintaining an account on the Website is concluded at the moment of registration on the Website and lasts until the User's account is closed. The User may, at any time, terminate the contract for the electronic provision of the service of maintaining an account on the Website by sending an email to: platform-crocems@atmoterm.pl with a request to close the User's account on the Website.

§ 6. COMPLAINT PROCEDURE

1. Complaints regarding the Service may be submitted in writing, in the form of a registered letter to the address: ATMOTERM S.A., 45-031 Opole, ul. Łangowskiego 4 or by e-mail: platform-crocems@atmoterm.pl
2. The complaint should include the name of the person making the complaint (first name, surname, home address, e-mail address, login) and a description of the event giving rise to the complaint.
3. Complaints will be dealt with within 14 days from the date ATMOTERM S.A. receives the application.
4. The Service Administrator may refuse to consider a complaint:
 - a. Notified after the expiry of 14 days from the day on which the reasons for the complaint became known.
 - b. When the basis of the complaint cannot be specified from the content of the complaint, and upon request of the Service Administrator, the User refuses to provide additional explanations or does not provide them within the time specified by the Service Administrator.
 - c. Brought again by the User and based on the same facts and allegations, insofar as the Service Administrator has already replied to the User in this respect.

§ 7. PROTECTION OF PERSONAL DATA

1. The administrator of the personal data of the users of the Website within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter: "RODO"), is ATMOTERM S.A. with its registered office in Opole, ul. Łangowskiego 4, 45-031 Opole, entered in the Register of Entrepreneurs of the National Court Register at the District Court in Opole, VIII Economic Division of the Court Register under KRS No. 0000064312, NIP No. 7540339496, REGON No. 530600238, e-mail: rodo@atmoterm.pl.
2. Detailed rules regarding the processing of personal data are set out in the Privacy Policy, available on the main page of the Website.

§ 8. OBLIGATIONS, POWERS AND RESPONSIBILITIES OF THE SERVICE PROVIDER

1. The Website Administrator and Service Provider stipulates that the use of the Website is solely at the responsibility and risk of the User.
2. The Administrator of the website and the Service Provider are not responsible for interruptions in access to the website, its errors and defects.

3. The Site Administrator and Service Provider shall not be liable to Users or third parties for damages, either direct or indirect, in connection with the use of the data and information contained on the Site.
4. The Site Administrator and Service Provider are entitled to place advertising, promotional, marketing, etc. content on the Site relating to the Site Administrator, Service Provider or third parties in forms used on the Internet.

§ 9. COPYRIGHT AND OTHER RIGHTS

1. The Website, its software, logo, graphics, databases and know-how are the property of the Service Provider and are legally protected.
2. The Service, e-services and all their elements (in particular software, logo and graphics of the Service, etc.), which may constitute a work within the meaning of copyright law, are subject to the protection of the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws of 2021, item 1062), the Act of 30 June 2000 on Industrial Property Law (Journal of Laws of 2021, item 324) and the provisions of European Union or international law in this respect.
3. In the event that the User infringes the rights of the Service Provider or third parties, the Service Provider and the Site Administrator are entitled in particular to demand that the Client immediately cease the infringement, take all necessary measures to protect the Service Provider's rights.

§ 10. FINAL PROVISIONS

1. Before using the Service, Users are required to read the Terms and Conditions. By using the Service in any way, the User declares and confirms that he/she has read the content of these Terms and Conditions, accepts its provisions and undertakes to comply with them.
2. Changes made to these Terms and Conditions by the Site Administrator are binding on the Client, provided that the Client has been properly informed of the changes and could have familiarised himself with them.
3. A change to the name of the Service or the domain name of the Service does not constitute an amendment to the Terms and Conditions.
4. The use of the Service is subject to Polish law and the jurisdiction of the Polish courts.
5. The relevant provisions of Polish law shall apply to matters not regulated by these Terms and Conditions.
6. The place of provision of the e-service is the seat of the Service Administrator.
7. The regulations shall enter into force and apply from 22 October 2024.