

TERMS AND CONDITIONS FOR THE WEBSITE
WWW.ZOFIARYDET.COM
(hereinafter referred to as the Regulations)

§ 1 SITE ADMINISTRATOR

The Site Administrator for www.zofiarydet.com is the Foundation for Visual Arts (Fundacja Sztuk Wizualnych) located in Kraków at ul. Ślusarska 9, 30-710 Kraków, NIP 679-27-37-586 KRS 68882 (hereinafter referred to as the Administrator).

§ 2 THE WEBSITE

The website at www.zofiarydet.com (hereinafter referred to as the Website) is maintained in order to implement the project entitled "Digitization and making available of the photographic series 'Sociological Record' by Zofia Rydet (Stage I)" realized within the framework of the program "Cultural Heritage – Conservation and Digitization of Cultural Heritage" by the Minister of Culture and National Heritage as part of unpaid public benefit activities conducted by the Administrator.

§ 3 USE OF THE SITE

1. The use of the Website is to browse and use its resources to the extent referred to in § 4.
2. Use of the Website is subject to acceptance of the Regulations, as well as possession of the devices and software and use of the services of third parties to allow for web browsing.

§ 4 LICENSE

1. The Administrator gives people who use the Website a license (hereinafter referred to as the License) to use the digital files of works by Zofia Rydet presented on the Website located under the "Photo Archive" tab (hereinafter referred to as the Works) to the extent provided for under Creative Commons **"Attribution-NonCommercial-NoDerivs 3.0 Poland" (CC BY-NC-ND 3.0 PL)**, the text of which is covered by Annex 1 to these Regulations. In case of any discrepancy between language versions, the Polish version shall prevail.
2. The use of the Works should be accompanied by an indication of the owner of the copyright to the Works by noting: "© **Zofia Augustyńska-Martyniak**".

§ 5 PERSONAL DATA

1. The Administrator for personal data on the Website is the Foundation for Visual Arts located in Kraków at ul. Ślusarska 9, 30-710 Kraków, NIP 679-27-37-586 KRS 68882.
2. Personal data processed of those using the Website follows their acceptance in order to provide the functionality of the Website.
3. The person whose data are processed has the right to

demand supplementation, update, or correction of their personal data, temporary or permanent halting of their use or their deletion, if they are incomplete, out-of-date, untrue, or have been gathered by the infringement of the applicable regulations or are inessential to the realization of the above-mentioned aim.

§ 6 COMPLAINTS

Complaints related to the use of the Website and the License must be submitted in writing to the Foundation for Visual Arts with its registered office at ul. Ślusarska 9, 30-710 Kraków.

§ 7 CHANGES

Changes to the Regulations and the License shall be made by posting on the Website the new text of the Regulations or the License. Amendments to the Regulations and License occur without prejudice to the acquired authorizations. Use of the Website after changes to the Regulations or License requires acceptance of the changes.

§ 8 COOKIES

1. The Administrator respects the right to privacy of those using the Website.
2. The Administrator uses cookies, which are data stored on the devices using the Website.
3. The Administrator uses cookies to customize the Website settings to the preferences of those using the Website and to optimize the Website, and for statistical purposes.
4. Users of the Website may exclude the possibility of storing cookies by adjusting settings in their web browser.

§ 9 JURISDICTION

Issues related to the use of the Website and the License shall be subject to consideration by the District Court for Kraków-Podgórze in Kraków and the courts superior to it.

§ 10 FINAL PROVISIONS

1. In cases not covered by the Agreement, the provisions of Polish law shall apply.
2. These Regulations apply to the extent provided for by law and do not limit the legal standard of consumer protection.

Karol Hordziej – President of the Foundation for Visual Arts
Kraków, dated 24.11.2013

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