

TERMS AND CONDITIONS OF USING KNOW-HOW BASE BY BIM KLASTER MEMBERS

1. General Provisions.

- 1.1. The present document, hereinafter referred to as the "Regulations", defines the terms and conditions of using the resources available from BIM Klaster Know-How Base.
- 1.2. The definitions used in the present Regulations have the meaning described below:
 - "BIM Klaster": Stowarzyszenie Klaster Technologii Informacyjnych w Budownictwie [Construction Industry IT Technology Cluster], with head office in Cracow, ul. Podole 60, owner of www.bimklaster.org.pl web page.
 - "Know-How Base Administrator": Person or persons appointed by BIM Klaster, responsible for Know-How Base administration.
 - "New User": Natural person or corporation having neither login nor password given by BIM Klaster and willing to use the Know-How Base free-of-charge.
 - "Registered User": Natural person and corporation represented by natural person, having login and password given by BIM Klaster.
 - "Know-How Base" or "Base": A part of www.bimklaster.org.pl web page giving access to the set of data and materials useful for BIM Klaster members.
- 1.3. The User who decides to benefit from the Know-How Base resources shall declare he or she has become acquainted with the present Regulations and approves of the content of the same.

2. Terms and Conditions of Using Know-How Base Resources.

- 2.1. The rights to use the Know-How Base resources shall be vested in BIM Klaster members only.
- 2.2. A person employed by a member company and appointed as a representative of that company for contacting BIM Klaster may be the user of the Know-How Base.
- 2.3. Know-How Base resources shall be accessed on the basis of login and password given to a New User by Know-How Base Administrator and meaning the right to benefit from the materials collected in the said Base.
- 2.4. Access to the Base is voluntary and free-of-charge.
- 2.5. Any activities which impede the operations of the Base shall be forbidden. In the case of such activities, the Administrator shall request the User to explain the case immediately or shall block that User's access until the case is cleared.
- 2.6. The User shall be specifically obliged to: (1) Resist doing anything which may impede or disturb the operations of the Base and resist using the Base in a manner which may prove burdensome to other Users; (2) Comply with proprietary copyright, personal copyright and associated rights as well as with the rights resulting from registered innovations, patents, trademarks, utility models, and industrial patterns vested in third parties; (3) Resist doing any activity which may infringe the privacy of other Users, specifically collecting, processing, and spreading data on other Users without their explicit consent, unless such activities are admissible pursuant to the law or the present Regulations.

- 2.7. If the contents placed in the Know-How Base by its Administrator are considered as works pursuant to the Act dated 4 February, 1994, concerning the copyright and associated rights (Journal of Law, Year 2018, Item 1191, as amended), the proprietary copyright to such contents shall be vested exclusively in the authors of relevant texts and graphics. Any copy, reproduction, distribution and compilation of Know-How Base elements, such elements being considered as works pursuant to the above mentioned Act, shall constitute an infringement of copyright, which means that the infringing party shall be held liable for damages.
- 2.8. Use of the Know-How Base resources shall not mean that the User has acquired any rights to the materials therein contained. The User may benefit from such materials only to the extent approved pursuant to the provisions of the Act dated 4 February, 1994, concerning the copyright and associated rights (consolidated text in Journal of Law, Year 2000, No. 80, Item 904, as amended).
- 2.9. Any use of the Know-How Base resources for financial, earning, or similar purposes shall require the consent from BIM Klaster pursuant to the provisions of a separate agreement.
- 2.10. The Base Administrator shall have the right to block User's access to the Know-How Base if the materials are made available to third parties or in the case of another breach of provisions applicable to the use of the Know-How Base resources.
- 2.11. If the password and login are made available to third parties, the access to the Know-How Base shall be blocked.
- 2.12. The User shall immediately, i.e. within 3 days, notify BIM Klaster in writing of any and all changes in data, such as e.g.: head office address; phone numbers, e-mail address, etc.
- 2.13. Replacement of a representative by another person appointed to represent the member company in the contacts with BIM Klaster shall be equivalent to the acquisition of the right to use the Know-How Base by such person and simultaneously, to the blockage of access to the Know-How Base with regard to former representative of the member company.

3. User's Liability.

- 3.1. In the case of any substantiated doubts as to the authenticity of data entered by the User the Administrator may request relevant documents to validate such data.
- 3.2. Identification data of an Account must not be made available to third parties, specifically as regards the password.
- 3.3. The User shall be obliged to update User's data.
- 3.4. If the User gives untrue or out-of-date information, the Administrator shall:
 - 1) Request the User to eliminate immediately the irregularities, or
 - 2) Block the User's Account until the case is cleared, or
 - 3) Remove the User's Account.
- 3.5. The Accounts of other persons must not be used.
- 3.6. If User's infringement of the provisions of these Regulations is the reason of damage to a third party, the User shall be liable for repair of such damage.
- 3.7. The User shall have no right to disseminate the contents of the Know-How Base.

4. Personal Data and Privacy Policy.

- 4.1. The Administrator of User Personal Data is: Stowarzyszenie Klaster Technologii w Budownictwie (BIM Klaster).
- 4.2. User's personal data shall be processed in the Base in connection with User's use of the Base. Furthermore, User's personal data may be processed in order to ensure the Base operations in compliance with the law, including the option to pursue potential claims in case of infringement.
- 4.3. User's personal data shall be processed in compliance with Privacy Policy and with General Data Protection Regulation (GDPR).
- 4.4. User's personal data processed in the Base shall not be made available to third parties by the Personal Data Administrator, unless the obligation to disclose such data results from the laws or the present Regulations.
- 4.5. The maximum scope of personal data processed by the Personal Data Administrator contains: User's first and last name as well as e-mail address and phone number of the company employing the User.
- 4.6. Personal data shall be made available voluntarily and the User shall have the right to correct, remove, restrict the processing, transfer, object to processing, and withdraw the permission to process at any moment with no impact on consistency with the laws of the processing based on User's permission prior to the withdrawal of the same.
- 4.7. The permission to process personal data may be withdrawn at any moment by notifying the Personal Data Administrator via electronic mail (withdrawal of permission). The withdrawal of permission to process personal data shall be equivalent to the divestment of the access to the Know-How Base.
- 4.8. If the personal data processing infringes the General Data Protection Regulation dated 27 April, 2016, the User who has approved of personal data processing shall have the right to lodge a complaint with a supervisory agency.
- 4.9. In order to cancel an Account, the User shall apply to the Personal Data Administrator via electronic mail to the address: biuro@bimklaster.org.pl, and specify User's data.

5. Copyright.

- 5.1. The User who decides to place data in the Know-How Base, such data being considered as works pursuant to the Act dated 4 February, 1994, concerning the copyright and associated rights (Journal of Law, Year 2017, Item 880, as amended) and applicable to e.g.: image, materials or statements, shall confirm that the User has the right to use, save to computer memory, change, remove, complete, multiply and distribute (specifically on the Internet) such data.
- 5.2. The User who publishes the contents in the Know-How Base, the copyright to such contents being vested in the User as an author thereof, shall waive any and all claims against Stowarzyszenie Klaster Technologii Informacyjnych w Budownictwie arising from free-of-charge use of the said contents to the extent defined under 5.1 above.
- 5.3. The Users who make available the contents in the Know-How Base, the copyright to such contents being vested in third parties, shall be liable for acquisition of permission to distribute the contents from eligible right holders. The Users shall be entirely liable for any and all damages arising out of the availability of the contents from the Base, the copyright to such contents being vested in third parties, without the permission of eligible right holders.

6. BIM Klaster Liability.

- 6.1. BIM Klaster shall not be liable for the content and the format of materials and data placed in the Base by the Users.
- 6.2. BIM Klaster explicitly stipulates that the risk of using the Base and of materials made available from the Base shall be incurred by the User only. Any and all data and materials placed in the Base shall not be covered by the warranty of their value, usefulness, completeness, or serviceability.
- 6.3. BIM Klaster shall not warrant regular operations of the Base in whole or in a part.
- 6.4. BIM Klaster shall not be liable for privacy protection policy applied by the owners or administrators of services referred by the links / materials placed by the Users in the Base. The User shall be solely liable for the contents on the web page referred to by the link / material placed by the User in the Base.
- 6.5. BIM Klaster shall not be liable for potential damages arising out of errors, failures, and breaks in Base operations.

7. Notification of Problems

- 7.1. The User may notify the Administrator of Know-How Base operation disorders, problems and comments connected with provision of services through the Base to the address: biuro@bimklaster.org.pl.
- 7.2. The Administrator will review the notification within 7 days from receipt thereof. BIM Klaster, however, shall have the right to waive the review if the notification results from ignorance of the present Regulations or provisions of the law.
- 7.3. BIM Klaster and the Administrator shall have the right to the intervention in the User's Account in order to eliminate a disorder or problem in the operations of Account or Base.

8. Final Provisions.

- 8.1. BIM Klaster shall have the right to modify the present Regulations at any time for convenience, by placing the modifications on BIM Klaster web page. Any and all modifications to the Regulations shall become effective on the moment of placing thereof on the web page.
- 8.2. Related provisions of the law shall apply to all the issues which have not been regulated in the present Regulations.
- 8.3. The present Regulations shall become effective on the date of publication hereof.