

Terms and Conditions of use of the HYDROGEN Technologies Dictionary together with the terms and conditions of electronic services

These Terms and Conditions specify the rules for the use of the proprietary electronic hydrogen technologies dictionary developed by Bireta - Profesjonalne Tłumaczenia Kempieńska & Woźniakowska sp.j. and terms and conditions of electronic services.

§ 1

Definitions

Dictionary - a copyrighted, electronic, expert, bilingual Polish-English and English-Polish hydrogen technologies dictionary in the form of a web application.

Service Provider - Bireta - Profesjonalne Tłumaczenia A. Kempieńska, J. Woźniakowska sp.j. with its registered office at ul. Bronikowskiego 3/2 in Warsaw (02-796), entered in the Register of Entrepreneurs maintained by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division under KRS number 0000687821, NIP (Tax Identification Number) 521 32 15 023, REGON (Statistical Identification Number) 015241278.

User - natural or legal person or any other entity having legal capacity, acquiring, on the basis of this Agreement, the right to use the Dictionary.

Business Days – days from Monday through Friday from 9 am to 5 pm, excluding statutory public holidays.

Protected Entrepreneur - a natural person engaged in business activity who acquires the right to use the Dictionary directly in connection with his/her business activity, but outside his/her market specialization. This is the person referred to in Article 38a of the Act of May 30, 2014 on Consumer Rights (consolidated text, Journal of Laws of 2020, item 287, as amended).

Consumer – a natural person performing with the Service Provider an act in law which is not connected directly with its business or professional activity.

Act on Consumer Rights - Act of May 30, 2014 on consumer rights (consolidated text, Journal of Laws of 2020, item 287, as amended),

§ 2

Subject of the Agreement

1. Pursuant to these Terms and Conditions, the Service Provider provides the User with access to the Dictionary for a period of 2 (two) years. The Dictionary is in an electronic form that allows for easy search of terms and phrases from Polish to English and from English to Polish, covering hydrogen technologies vocabulary.
2. The Service Provider declares that the Dictionary is a copyrighted work. All and any rights not granted to the User under these Terms and Conditions shall remain with the Service Provider.
3. Pursuant to these Terms and Conditions, the Service Provider shall enable the User to use the Dictionary by providing access to the online version of the Dictionary at <https://hydrogen-dict.bireta.pl> under the conditions specified herein.

4. Conclusion of the Agreement and granting the User the right to use the Dictionary shall be effected with the use of means of distance communication based on the principles specified herein.
5. Conclusion of the Dictionary Use Agreement enables simultaneous use of the Dictionary at 1 workstation (device).

§ 3

Conclusion of the Agreement and rules for access to the Dictionary

1. Subject to section 10 below, in order to gain access to the Dictionary, the User has to register via the form available at <https://hydrogen-dict.bireta.pl>, in the REGISTRATION tab, and pay the fee for using the Dictionary referred to in § 4.
2. In order to register, the User should complete the registration form, including provide his/her data and e-mail address which will also be his/her login.
3. When registering, the User who is a consumer or a Protected Entrepreneur is obliged to indicate whether he or she requests access to the Dictionary before the period for withdrawal from the Agreement expires. The Service Provider indicates that if the access to the Dictionary is provided as a result of such a request, the consumer or Protected Entrepreneur loses the right to withdraw from the Agreement as provided for in the Act on Consumer Rights.
4. The login provided by the User may not contain any content that is offensive, violates the law or decency, including the content violating third party rights.
5. The Service Provider has the right to refuse the User's registration, informing him/her of this fact, when:
 - a) the login specified does not meet the requirements specified in section 4 above;
 - b) the login provided by the User is already assigned to another User;
 - c) the data provided during registration is incorrect.
6. After registration, the Service Provider shall send a confirmation of registration and an invoice to the User's e-mail address.
7. The Agreement is concluded upon confirmation of the User's registration by the Service Provider, subject to timely payment by the User of the fee for access to the Dictionary referred to in § 4 hereof.
8. Upon receipt of payment for access to the Dictionary, the Service Provider shall send to the User an email confirming the activation of access to the Dictionary.
9. The access to the Dictionary shall be provided:
 - a) within 1 business day from the day of crediting the Service Provider's account with the payment of the remuneration referred to in § 4 - in the case of Users who are entrepreneurs (excluding Protected Entrepreneurs);
 - b) within 1 business day from the day of crediting the Service Provider's account with the payment of the remuneration referred to in § 4 in the case where the User is a consumer or a Protected Entrepreneur who has agreed to start using the Dictionary before the expiry of the deadline for withdrawal from the Agreement;
 - c) on the 20th day from the date of the Agreement, in case the User is a consumer or a Protected Entrepreneur who has not agreed to start using the Dictionary before the expiry of the deadline for withdrawal from the Agreement. The access to the Dictionary may be provided only after the remuneration referred to in § 4 of the Agreement has been credited to the Service Provider's account.
10. Notwithstanding the above, the User may obtain free access to the Dictionary for a trial period. The trial period for using the Dictionary is 3 days. In order to start using the Dictionary on a trial basis, the User must first register using the form available at <https://hydrogen-dict.bireta.pl> in the

REGISTRATION tab and click the "I am ordering for the trial period" button below the registration form. After completing the above steps, the Service Provider shall send the User an e-mail confirming the activation of the access to the Dictionary for the trial period. Once the trial period is over, the Service Provider shall notify the User via e-mail about cancellation of the access to the Dictionary. The User may purchase access to the Dictionary for a period of 2 years in accordance with the rules specified in the Terms and Conditions by submitting a statement to that effect in a response to the e-mail from the Service Provider.

11. In case of technical problems related to registration or use of the Dictionary, the User should contact the Service Provider by sending an e-mail to dict@bireta.pl or by calling +48 22 648 55 77 on business days.
12. Access to the Dictionary is each time possible after logging in (entering login and password).
13. The Service Provider indicates that the e-mail address provided by the User during registration will be used by the Service Provider to contact the User in all matters related to the conclusion and performance of the Agreement.

§ 4

Rights and obligations of the User and Service Provider

1. In order to use the Dictionary, the User should meet the following technical requirements: have access to the Internet; have an e-mail account; have an up-to-date web browser that supports HTML5.
2. The User should use legal software and use appropriate anti-virus protection.
3. The Service Provider reserves that the installation or use of the Dictionary may involve standard risks related to the use of the Internet, in particular the risk of malicious software entering the User's ICT system and device, as well as unauthorized access to the User's data by third parties. The Service Provider shall not be liable for damage suffered by the User caused by Internet risks, in particular hacking into the User's system, capturing passwords by third parties, infecting the User's system with viruses, unless the above occurred through the fault of the Service Provider or persons for whom the Service Provider is liable.
4. The User is obligated:
 - a) to use the Dictionary in compliance with this Agreement;
 - b) to refrain from delivering unlawful content;
 - c) to refrain from taking any actions that may impede or disrupt the operation of the Dictionary or the website on which the Dictionary is provided in a manner troublesome to the Service Provider or other Users;
 - d) not to use the Dictionary contrary to the law, decency, or in a manner infringing the rights or personal interests of third parties or the rights or interests of the Service Provider;
 - e) not to make any attempts to decompile the Dictionary code or to derive its source code;
 - f) refrain from any actions aiming at creating computer programs based on the Dictionary with similar intended use or functions.
5. The Service Provider is obligated:
 - a) to provide access to the Dictionary without defects;
 - b) to timely perform obligations under this Agreement.

§ 5

Remuneration

1. For the User's access to the Dictionary during the term of the Agreement (2 years), the User shall pay a one-time remuneration to the Service Provider in the gross amount of PLN 490.77 (PLN 399.00 net + 23%VAT).
2. The remuneration shall be paid by transfer to the Service Provider's bank account no. PL 05 1050 1025 1000 0022 6647 7070 within 7 days from the date of delivery of the VAT invoice to the User.
3. The VAT invoice shall be delivered to the User electronically, to the e-mail address provided by the User upon registration.
4. The access to the Dictionary shall be activated after the Service Provider has posted the payment of the remuneration by the User and sent an e-mail confirming the activation to the User.

§ 6

Complaints

1. If the Dictionary does not work correctly, the User shall submit a complaint to the Service Provider via e-mail to dict@bireta.pl, entering "COMPLAINT" in the subject line.
2. The complaint should contain the designation of the User lodging the complaint and a brief description of the event justifying the complaint.
3. Complaints shall be considered by the Service Provider within 14 calendar days of lodging thereof.
4. Information on how the complaint will be handled shall be sent in electronic form to the User's e-mail address. There is no charge for considering the complaint.
5. After completing the complaint process, the User who is a consumer may also use the online dispute resolution system platform for consumers and entrepreneurs at the EU level (the so-called ODR platform). The platform and information about the rules of the system operation are available at: <http://ec.europa.eu/consumers/odr>.

§ 7

Principles of personal data processing

1. The Service Provider is the controller of the personal data provided by the User.
2. The Service Provider processes the following categories of the User's personal data: identification data (first name, last name), contact data (address, e-mail address), NIP (tax identification number).
3. Detailed information on the processing of personal data by the Service Provider is available at <https://www.bireta.pl/en/about-us/protection-of-personal-data/#gdpr-5>.

§ 8

Right to withdraw from the Agreement

1. Users who are entrepreneurs, except for Protected Entrepreneurs, shall not have the right to withdraw from this Agreement.
2. If the User is a consumer or a Protected Entrepreneur who, at his/her own request, has started using the Dictionary before the expiry of the deadline for withdrawal from the Agreement, such User shall not have the right to withdraw from the Agreement concluded remotely, as referred to in Article 27 of the Act on Consumer Rights.

3. If the User is a consumer or a Protected Entrepreneur who has **not expressed a wish to** start using the Dictionary before the expiry of the deadline for withdrawal from the Agreement, such User shall have the right to withdraw from this Agreement without giving reasons and without incurring costs, within 14 days from the date of conclusion hereof.

§ 9

Exercise of the right to withdraw from the Agreement by consumers or Protected Entrepreneurs

1. If the User who is a consumer or Protected Entrepreneur exercises the right to withdraw from the Agreement, as provided in § 7 section 3 above, the following provisions shall apply:
 - a) The User may withdraw from the Agreement by submitting a notice of withdrawal from the Agreement to the Service Provider. The notice may be submitted on a form whose specimen is attached as Appendix No 1 to these Terms and Conditions.
 - b) To meet this deadline, it is sufficient to send the notice prior to the deadline.
 - c) The notice of withdrawal from the Agreement may be submitted by the User electronically. In this case, the User may also withdraw from the Agreement using the specimen withdrawal form attached as Appendix No 1 to the Agreement, by sending the completed form to dict@bireta.pl.
2. If the User exercises the right to withdraw from the Agreement referred to in § 7 section 3, the Service Provider shall immediately send to the User, on a durable carrier, a confirmation of receipt of the notice of withdrawal from the Agreement submitted electronically.
3. In the event of withdrawal from the Agreement, the Agreement shall be deemed not concluded.
4. If the User who is a consumer or Protected Entrepreneur exercises his/her right to withdraw from the Agreement, as referred to in § 7 section 3, the Service Provider is obliged to refund to the User all payments made by him/her without delay, but no later than within 14 days from the date of receipt of the User's notice of withdrawal from the Agreement.
5. The Service Provider shall refund the payment using the same method of payment as the User, unless the User has expressly agreed to a different method of refund that does not involve any costs for the User.
6. The User who is a consumer or Protected Entrepreneur and who has withdrawn from the Agreement in accordance with § 7 section 3 shall not bear the costs of delivery of the Dictionary by the Service Provider.

§ 10

Final provisions

1. The Agreement is concluded for definite period of 2 (years) from the date of providing the User with access to the Dictionary. Upon expiry of the term of the Agreement, the User shall not have a possibility to use the Dictionary. It is possible to conclude another Agreement for a further period; for this purpose the User should contact the Service Provider.
2. If either Party breaches the provisions of this Agreement set forth in these Terms and Conditions, the other Party may terminate the Agreement without notice. If the Agreement is terminated for reasons relating to the User who is a consumer or Protected Entrepreneur, the Service Provider is obliged to set the User an appropriate period of time in advance to stop breaches, after the ineffective expiry of which the Service Provider may terminate the Agreement without notice.

3. To the extent not covered by these Terms and Conditions, the provisions of generally applicable law shall apply - in particular the Civil Code, Act on Copyright and Related Rights, Act on Rendering Electronic Services, and in the case of Users who are consumers or Protected Entrepreneurs - also the Act on Consumer Rights.
4. Unless otherwise specified in these Terms and Conditions, contact with the Service Provider in matters related to the concluded Agreement is possible at dict@bireta.pl or on business days by calling +48 22 648 55 77.

APPENDIX NO. 1

SPECIMEN NOTICE OF WITHDRAWAL FROM THE AGREEMENT (applicable to consumers and protected entrepreneurs)

Place, date

.....
.....
.....

First name, last name and address of the consumer(s)/Protected Entrepreneur

Bireta - Professional Translations
Kempińska & Woźniakowska sp.j.
ul. K. Bronikowskiego 3/ 2,
02-796 Warsaw,
dict@bireta.pl

Notice of withdrawal from the Agreement concluded remotely or outside the company premises

I/We (*).....hereby inform about my/our(*) withdrawal from the Agreement concerning the use of the electronic hydrogen technologies dictionary developed by Bireta Professional Translations A. Kempieńska J. Woźniakowska sp.j.

Date of the Agreement.....

.....
Signature of the
consumer(s)/Protected
Entrepreneur