

Rules & Regulations

Latest update: 1 February, 2010

1. Introduction

1. These Rules & Regulations have been formulated based on legal provisions applicable in the territory of the Republic of Poland. The subject of these regulations is the terms of use of the Website MyViMu.com ("Website", "MyViMu", "Virtual Museum") located at the Web address www.myvimu.com.

2. The Rules & Regulations specify the rights and obligations of registered Website Users ("User", "Curator") as well as the rights, obligations and scope of responsibility of the Website Owner ("Administrator", "Website Owner") as being an entity managing and running the Website. Upon registration, each potential User shall be required to familiarise him/herself with the content of the Rules & Regulations. In order to be able to use the Website, all relevant provisions thereof must be accepted.

2. Definitions

1. Administrator, Website Owner – the Website Owner and the entity providing the service of making the Website resources available to Users is MyViMu Sp. z o.o., having its registered office at ul. Wioślarska 16 in Gdynia, Poland, with a share capital of PLN 50,000.00. REGON: 220576994, NIP (Tax Identification Number): 9581588079, KRS (National Court Register): 0000302482.
2. Website, MyViMu, Virtual Museum – the Website located at the Web address www.myvimu.com. The aim of the Website is to provide its Users with a platform for presentation of their collections.
3. User, Curator – a registered and logged-in natural person who either has full capacity to perform acts in law or has obtained an authorisation from an authorised representative or a legal guardian, making use of the Website in accordance with the Rules & Regulations.
4. User's Museum – a set of all Collections and Exhibits belonging to a given Curator, as well as other data he/she has voluntarily made available, which other Website Users may familiarise themselves with.
5. Collection – a set of any number of thematically consistent exhibits belonging to a given Curator.
6. Exhibit – a representation of an item belonging to the User's collection, consisting of a description and photographs depicting it, which the User is allowed to make available to the public due to having all the necessary rights and authorisations. Each item is assigned to a specific Collection.
7. Account – a place on the Website, identified with a Website-unique login and made available to the User, where he/she can manage his/her Museum, enter data and execute all operations available on the Website.

3. Registration

1. The process of registration can be performed by any Internet user of full legal age, who has previously familiarised him/herself with the Rules and Regulations. Registration consists in completing a relevant form located on an appropriate webpage of the Website. By completing and submitting the registration form via the Internet, the User:

1. accepts all provisions of these Rules & Regulations;
2. gives consent for the data contained in the form to be gathered and processed, in so far as it is necessary to make use of the Website services;
3. confirms the authenticity of data contained in the registration form;
4. agrees to receive system messages from the Website, sent to an e-mail entered in the registration form, in so far as he/she makes use of the services offered by the Website.

4. Rules for Using the Website

1. The User shall be required to:

1. observe the provisions of the Rules & Regulations;
2. notify any breach of the Rules & Regulations committed by other Users;
3. respect the copyrights and property rights of other persons, in particular other Website Users;
4. comply with the licence terms under which Exhibits have been made available by other Website Users;
5. refrain from any actions which could interfere with a proper operation of the Website, and from actions which could violate other persons' privacy;
6. observe the rules of Netiquette.

2. It shall be prohibited to:

1. use the Website in a manner against its aim;
2. copy photographs and/or other materials which the User does not have all the necessary authorisations and rights to;
3. upload to the Website any content and/or materials contrary to the legal order applicable in the Republic of Poland, in particular content being vulgar, pornographic, racist or anti-Semitic, providing an affront to religious feelings or being erotic in nature; content and images depicting graphic scenes of crime and violence; information which could be used to produce explosives, weapons or illegal drugs; produce false documents; forge works of art; content being commonly considered to be offensive and/or violating other individuals' personal rights;
4. perform actions and/or make available content that is aimed at deprecating the Website and/or damaging the Website Owner's good name;
5. promote other webpages and/or services via the Website without an authorisation from the Website Owner, including registration of logins in a form of a www address;
6. make a User's own Account available to third parties;
7. purposefully mislead other Users by providing false information concerning Exhibits, in particular concerning the owner or his/her possessions; register more than one Account.

5. Infringement of the Rules & Regulations

1. When a breach, or a suspicion of a breach, of any item of the Rules & Regulations is found, the User shall be required to report each infringement using an appropriate form; Each reported irregularity will be investigated as soon as possible.

2. The following in particular require to be reported:

1. any content and/or photographs depicting elements contrary to the legal order applicable in the Republic of Poland, in particular content being vulgar, pornographic, racist or anti-Semitic, providing an affront to religious feelings or being erotic in nature; content and photographs depicting graphic scenes of crime and violence; information which could be used to produce explosives, weapons or illegal drugs; produce false documents; forge works of art; content being commonly considered to be offensive and/or violating other individuals' personal rights;
2. photographs which do not depict Exhibits;
3. photographs taken from other webpages;
4. identifiers (logins) that are advertising in nature or have negative connotations; content being vulgar, pornographic, racist or anti-Semitic, providing an affront to religious feelings or being erotic; content and photographs depicting graphic scenes of crime or violence; information which could be used to produce explosives, weapons or illegal drugs; false documents; counterfeit works of art; content commonly considered to be offensive and/or violating other individuals' personal rights;
5. advertisements and/or other forms of promotion provided by a User and unrelated to his/her Museum;
6. any irregularities as regards the operation of the Website.

3. The User should be aware that when a failure to observe the provisions of the Rules & Regulations is found, or as a result of actions contrary to the legal order applicable in the Republic of Poland, the Website Owner will take measures aimed at elimination of the irregularities. The User will be notified thereof by electronic means to the e-mail indicated by the User. The User shall be obliged to take a position within 3 days of the date of notification. When no reaction has been expressed by the User during the specified 3-day period, the Website Owner reserves the right to intervene in the User's Account in order to eliminate irregularities and/or to temporarily block the Account or delete it. In case of a gross infringement of the provisions of the Rules & Regulations, the Website Owner reserves the right to take measures aimed at elimination of irregularities with immediate effect.

4. The User shall not be entitled to any claims for temporary suspension of the Account operation, or closing thereof.

6. Deletion of an Account

1. The Account owner may contact the Website Owner at any time, and demand his/her Account to be deleted. The Website Owner will carry out an appropriate procedure enabling identification of the ID. After having verified the User's ID, when no proceeding is conducted which concerns the given Account and is related to an infringement of the Rules & Regulations, a process of Account deletion will be initiated. Within 7 days of having selected the option of Account deletion, it shall be suspended. During this period, the User shall not be entitled to establish another Account.

7. Disclaimer

1. The Website Owner shall make every effort in order to prevent irregularities which could in any way hinder the use of the Website; however, the Website Owner shall not be responsible for:

1. the content and form of materials uploaded to the Website by Users;
2. illegal use of materials gathered on the Website;
3. failure to meet the conditions of agreements concluded between Users;
4. quality of the photographs uploaded to the Website by Users;
5. damage which could arise in case of a failure;

2. The Website Owner stipulates that he does not have copyrights or property rights to the photographs uploaded by Users, and therefore he shall not be held responsible for the content and materials uploaded to the Website by a User.

3. The Website Owner stipulates that he is only an entity which makes a hardware platform available to the public use, and shall not bear any costs of actions undertaken by a User in order to use it. The Website Owner shall not return full or partial cost borne by a User when taking photographs to be used in his/her Virtual Museum, or during the subsequent stages of using the Website. Moreover, the Website shall not be held responsible for any damage arising from an interruption of the Website operation, and thus for potentially lost material profits.

4. The name of the Website is a reserved trademark, and shall be subject to legal protection.

8. Complaints

1. Any disruption of the Website operation may be subject to a User's complaint by means of reporting it to the Website Owner. Complaint notifications may be submitted in writing by a registered letter sent to the Website Owner's address: MyViMu Sp. z o.o., ul. Wioślarska 16, 81-001 Gdynia, Poland. Complaint notifications shall be investigated by the Website Owner within 14 days of the date of filing the complaint. The Website Owner reserves the right to leave a complaint without consideration, if it results from ignorance of either the provisions of these Rules & Regulations or legal provisions.

2. The Website Owner reserves the right to intervene in a User's Account in order to eliminate irregularities in the Website operation and/or disruptions or problems concerning the Account operation.

9. Final Provisions

1. The Rules & Regulations are available at <http://myvimu.com/pages/regulations>.

2. The Website Owner reserves the right to unilaterally amend the provisions of the Rules & Regulations at any time and without having to justify the reason.

3. In the provisions of the Rules & Regulations have been amended, the Website Owner shall immediately inform Users thereof by publishing a uniform text of the Rules & Regulations on a webpage of the Website, and indicating the date of amendments at the top of the Rules & Regulations.

4. A condition for further use of the Website is acceptance of the Rules & Regulations in their entirety, together with the amendments introduced. After having familiarised him/herself with the new content of the Rules & Regulations, the User shall submit a

declaration stating the following: "I declare that I have familiarised myself with the new content of the Rules & Regulations, and accept all provisions thereof." Submission of this declaration shall be equivalent to a declaration of intent to continue the agreement with the Administrator. When the amendments to the Rules & Regulations are not accepted, the User shall thus cancel an agreement with the Website Owner, which is equivalent to blocking the Account.