

**THE RULES  
FOR THE PROVISION OF ELECTRONIC SERVICES**

**1. GENERAL PROVISIONS**

- 1.1. These Rules for the provision of electronic services (hereinafter: the "**Rules**") determine the rules of using the YOUNG CAR MECHANIC website, maintained at [www.youngcarmechanic.eu](http://www.youngcarmechanic.eu) (hereinafter: the "**Website**").
- 1.2. Any person entering the pages and subpages of the Website and using the Website acknowledges and agrees to the conditions set out in these Rules.
- 1.3. The operator of the Website is Inter Cars S.A. with its registered office in Warsaw at ul. Powsińska 64, 02-903 Warsaw, entered in the register of entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under KRS number, with the share capital of PLN 28 336 200.00, paid-up in full and tax identification number (NIP): 1181452946 (hereinafter: the "**Operator**").
- 1.4. The Website User permitted to use its functionality may be a moto-mechanic or an electro-mechanic school seated in the Republic of Poland, registered on the Website by a person authorized to represent and submit declarations of will on its behalf (hereinafter: the "**User**").
- 1.5. The Operator allows the Users, as a part of the services provided free of charge, to register for participation in the "YOUNG CAR MECHANIC 2018 - national qualifications: Poland" competition.
- 1.6. Registration shall not be required to browse the content of the Website.
- 1.7. The Operator provides services electronically in accordance with these Rules, the Act of 18 July 2002 on the provision of electronic services and other legal provisions applicable in the territory of the Republic of Poland.
- 1.8. The intellectual property rights to the materials contained on the Website shall be available to the Operator only, unless they contain different information. Any copying, printing, as well as public performance of the shared content shall be prohibited, unless it results from separate agreements or applicable laws.

1.9. No information posted on the Website shall be considered as an offer within the meaning of the Civil Code.

## **2. TERMS AND CONDITIONS OF PROVIDING THE SERVICES**

2.1. The use of the Website via the Internet is possible, provided that the IT system used by the User meets the following minimum technical requirements:

- a. Operating system: Windows, Linux (with graphics console), Android, OS or Mac OS;
- b. Hard disk: 2.0 GB of free space;
- c. Graphics card: 256 MB of memory supporting 1024x768 resolution;
- d. Internet connection with a minimum bandwidth of 512 kbit/s for retrieval of information and 128 kbit/s for sending information;
- e. Internet browser: Internet Explorer version not older than IE8, Mozilla Firefox version not older than Firefox 22, Google Chrome version not older than Chrome 28; that supports Javascript not older than 1.5, which should accept the "cookies" technology.
- f. Control: keyboard, mouse, touch screen.

2.2. The Operator shall not be responsible for blocking by e-mail server administrators of e-mails sent to the address indicated by the User, as well as for deleting and blocking of e-mails by software installed on a computer or other device used by the User.

2.3. The Operator states that if the Users fail to meet the technical requirements referred to in point 2.1., the use of the Website may be impossible or difficult.

2.4. The Operator informs that the use of the Website requires connection to the Internet, which may involve the following special risks:

- a. the possibility of "infecting" a computer or the IT system by malicious software, created, among others, to inflict damage or get unlawful access to data (computer software colloquially referred to as viruses or "Trojan horses");
- b. the possibility of exposure to actions of persons aiming at gaining unlawful access to the telecommunications and IT system of the Operator or the User, or aiming at causing them harm.

- 2.5. In order to use safely the Internet, it is suggested to install legal antivirus software that protects computers from the risks indicated in point 2.4. hereof.
- 2.6. By using the Website, the User is obliged to act in accordance with the law and the rules of social coexistence with respect to personal rights as well as copyrights and intellectual property of the Operator, the Website Administrator and third parties.
- 2.7. It is forbidden to use the Website by the User in a manner contrary to the law, the rules of social coexistence or infringing the legitimate interest of the Operator. In particular, the User shall not take any actions that could expose the Service Provider to any property damage.
- 2.8. The User is obliged to refrain from any activity that could affect the proper functioning of the Website, in particular from any interference in the content of the Website or its technical elements, including the delivery of content that may cause disruptions or damage to computer systems.
- 2.9. The User may not provide unlawful content, i.e. in particular those that violate the rights of other people, the content that is discriminatory and offensive, that call for a crime, and violate the applicable laws.
- 2.10. The User is obliged to enter data in the forms available on the Website in accordance with the actual status.
- 2.11. In the event of any unauthorized use of the services, i.e. in breach of the Rules or applicable law, the Operator shall have the right to process the User's personal data to the extent necessary to establish his liability. The Operator may transfer the User's data to the authorized bodies for the purposes of investigations carried out by these authorities.

### **3. EXCLUSIONS OF LIABILITY**

- 3.1. The Operator reserves the right to conduct maintenance works that may cause difficulties in the use of the Website or temporarily prevent the use of the Website.
- 3.2. The Operator is not responsible for any possible lack of access to the Website by the User resulting, for example, from the technical limitations of the User's equipment.

3.3. The Operator shall not be responsible for blocking by e-mail server administrators of e-mails sent to the address indicated by the User, as well as for deleting and blocking of e-mails by software installed on a computer or other device used by the User.

#### **4. COMPLAINT PROCEDURE**

4.1. Complaints related to the operation of the Website, i.e. provision of services electronically by the Operator, including any defects and technical irregularities may be submitted by the User only by e-mail sent to the following address: [ycm@intercars.eu](mailto:ycm@intercars.eu).

4.2. In the description of the complaint, information and circumstances regarding the subject of the complaint should be provided, in particular the type and date of occurrence of the irregularity and contact details of the complainant.

4.3. Complaints that do not include the above elements will not be considered.

4.4. Complaints will be considered by the Operator within 14 days from the date of receipt.

4.5. The person submitting the complaint will be informed about the manner of considering the complaint to the e-mail address indicated by them.

#### **5. PRIVACY POLICY**

5.1. The Operator is the administrator of personal data processed in connection with the operation of the Website.

5.2. The Operator processes information about the Users indicated in the registration forms, including information that is personal data, subject to the applicable laws, in particular in accordance with the Personal Data Protection Act of 29 August 1997 (Journal of Laws of 2002 No. 101, item 926, as amended) and the Act of 18 July 2002 on provision of electronic services (Journal of Laws of 2002 No. 144, item 1204, as amended) in order to allow the Users use the Website, using the required security measures.

5.3. The User's data will be stored for a period not longer than necessary in connection with the use of the Website and will then be removed from the system.

5.4. Each User has the right to access their personal data, the right to correct it, supplement it and demand the cessation of data processing and its deletion. For this purpose the User will request the Operator to do so. In the event of deletion of data conditioning the use of separate resources of the Website and services offered within it, the User shall lose the capability of using them.

## 6. **FINAL PROVISIONS**

6.1. The Rules are valid from the date of their publication on the Website.

6.2. The User may resign at any time from using the Website.

6.3. The Operator reserves the right to amend the Rules. The amendments to the Rules shall be effective from the date of their publication on the Website, but do not violate the rights acquired by the Users.

6.4. In matters not covered by these Rules, the provisions of Polish law shall apply, in particular:

- a. the Act of 23 April 1964 - Civil Code;
- b. the Act of 18 July 2002 on the provision of electronic services;
- c. the Act of 29 August 1997 on the protection of personal data.