

## WEBSITE TERMS AND CONDITIONS

These Terms and Conditions define the general conditions, rules and manner of using the Website operating at <https://cellis.eu/>.

The administrator of the Website is Cellis sp. z o.o. [Ltd.] with its registered office in Warsaw, address: gen. Józefa Zajęczka 28, 01-510 Warsaw, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, the 12th Commercial Division of the National Court Register under the number KRS 0000592146, NIP [Tax Identification Number] 5252640606, REGON: 363297680. Contact with the Administrator is possible by post to the above address and by e-mail: [office@cellis.eu](mailto:office@cellis.eu).

### 1. Definitions

- 1) **Administrator** - means Cellis sp. z o.o. [Ltd.] with its registered office in Warsaw, address: gen. Józefa Zajęczka 28, 01-510 Warsaw, entered into the Register of Entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, the 12th Commercial Division of the National Court Register under the number KRS 0000592146, NIP [Tax Identification Number] 5252640606, REGON: 363297680,
- 2) **Terms and Conditions** - means these terms and conditions,
- 3) **Website** - website available at <https://cellis.eu/>,
- 4) **User** - any person using the Website.

### 2. General Provisions and Use of the Website

1. The use of the Website is based on these Terms and Conditions, after entering the electronic address <https://cellis.eu/> into the web browser.
2. The website is for information purposes only. The information contained on the Website does not constitute an offer for sale within the meaning of the Civil Code. The Administrator does not provide electronic services to Users via the Website.
3. The Administrator makes every effort to ensure that the Website functions continuously and that its use is possible for Internet users using the most popular web browsers, operating systems, types of devices and types of Internet connections. The Administrator stipulates, however, that technical breaks may occur in the functioning of the Website.
4. The public nature of the Internet may involve the risk of obtaining and modifying Users' data by unauthorized persons, therefore Users should use appropriate technical measures to minimize the above-mentioned risks. In particular, they should use antivirus programs and programs that protect the identity of those using the Internet.
5. It is not allowed to use the resources and functions of the Website to conduct activities that would violate the Administrator's interest or generally applicable laws.

### **3. Technical conditions**

1. The Website can be used by any User with a computer, smartphone, tablet or other multimedia device of this type, equipped with an operating system (Windows, Linux, Mac or similar) and a connection to the public Internet, and having a web browser in at least the following version: Internet Explorer 10, Chrome 20, FireFox 19, Opera 15, Safari 6 or newer, with Javascript enabled and the option of accepting cookies, and an Internet connection with a bandwidth of at least 256 kbit/s.
2. The website uses the mechanism of cookies, which are saved by the Administrator's server on the hard drive of the User's end device when the Users use the Website. The use of cookies is aimed, among others, at correct operation of the Website on the Users' end devices. This mechanism does not destroy the User's end device and does not cause configuration changes in the User's end devices or in the software installed on these devices. Each User may disable the cookie mechanism in the web browser of their end device. The Administrator indicates, however, that disabling cookies will cause difficulties or prevent the use of the Website. Detailed information on the use of cookies can be found in the Privacy Policy published on the Website.
3. The User has the right to terminate the use of the Website at any time by leaving it.

### **4. Rights and obligations of Users and the Administrator**

1. The Administrator is entitled to suspend the functioning or block access to the Website or some of its functions, in particular due to maintenance activities, replacement of equipment, modifications and for reasons beyond the control of the Administrator. The Administrator is not responsible for any difficulties or inability to use the Website, if they arose for reasons for which he is not responsible.
2. The Administrator asks Users to notify the Administrator to the address [office@cellis.eu](mailto:office@cellis.eu) about incorrect, inaccurate, erroneous, offensive, unlawful or otherwise undesirable content that the User has noticed on the Website.
3. The User is obliged not to provide content that is unlawful, offensive, potentially misleading, contains viruses or that may cause disruption or damage to computer systems, under pain of liability provided for by law. In particular, the User is not entitled to:
  - a) use the Website to create, store or transmit materials that incite aggression, destruction of property and acts prohibited by law or that may give rise to criminal or civil liability;
  - b) use the Website to harm or seek to harm minors;
  - c) use the Website to create, store or transmit material that would harass other Users;
  - d) use the Website to post false, misleading or deceptive offers for the sale of products, items or services, encourage others to send chain letters and encourage them to join pyramid schemes, etc.;

- e) use, without the written consent of the Administrator, the Website to create, store or transmit advertising materials, including in particular advertising products and services, and for hidden commercial purposes;
  - f) use the Website to gain unlawful access to the data of other Users and to attempt to break the security measures protecting data, software, computer hardware or electronic communication system of third parties, as well as the telecommunications network;
  - g) use the Website to collect personal data about third parties without their knowledge and consent, including taking actions consisting in collecting data from the computer screen (*screen scraping*) and collecting information from data collections (called database scraping) or other activities the purpose of which is to obtain a list of Users or other data;
  - h) use the Website for any activity that would result in the loss or limitation of the use of the Website or the Internet as such for other Users, including any practices related to hacking activities;
  - i) use information and materials posted on the Website in a manner contrary to the law, morality, infringing the interests of third parties or the interests of the Administrator;
  - j) use the Website in a way that overloads the link;
  - k) use the Website in a way that violates the Administrator's interests;
  - l) use programs that automatically download content from the Website without the consent of the Administrator expressed in writing, under pain of nullity;
  - m) post on other websites and use in any form information and materials placed on the Website without the prior consent of the Administrator expressed in writing under pain of nullity.
4. The User, without the prior consent of the Administrator, expressed in writing under pain of nullity, is not entitled to use the Website for any direct or indirect advertising of products and services.
5. If the Administrator finds a violation of the rules of using the Website specified in these Terms and Conditions and in the mandatory provisions of law, including in particular by breaking the security of the Website, posting illegal, offensive or disparaging to the Administrator or third parties, after receiving an official notification or obtaining reliable information about the unlawful nature of the data or activities related to them, the Administrator will immediately prevent access to such data, block access to the Website for such an User and remove such content.

## **5. Intellectual Property Rights**

1. The Website contains goods protected by copyright, trademarks and other goods protected by intellectual property rights, including the right to a name, Internet domain, templates, forms, logos (except for materials to which copyright belongs to third parties), and their use (excluding permitted personal use), copying and all forms of distribution are prohibited without the prior written consent of the Administrator.
2. Copyrights and related rights to the works published on the Website and industrial property rights are vested in the Administrator or other authorized entities and are protected under generally applicable laws.

3. Nothing in these Terms and Conditions shall be construed as granting any permission or right to use any intellectual property right on any basis.
4. As part of permitted personal use, the User has the right to download and print the Website or its fragments, provided that they are used only for their own purposes and provided that it does not violate copyright and related rights and industrial property rights of the Administrator or other authorized entities.
5. The Website, nor any of its parts, including the information or materials contained on the website, may not be used for commercial purposes, including being copied, transmitted, modified, multiplied in any fields of use or used in any other way without the prior consent of the Administrator (or another authorized entity), expressed in writing under pain of nullity.
6. Any infringement of intellectual property rights, related rights or industrial property rights by the User may give rise to liability specified in generally applicable laws.

## **6. Personal data protection**

1. The controller of Users' personal data is Cellis sp. z o.o. [Ltd.] with its registered office in Warsaw (Administrator).
2. Detailed rules for the processing of Users' personal data and the rules for the use of cookies are described in the Privacy Policy published on the Website.

## **7. Final Provisions**

1. The content of these Terms and Conditions may be recorded by printing, saving on a carrier or downloading at any time from the Website. [Click here to print](#) .
2. In matters not covered by the Terms and Conditions, including disputes arising in connection with contracts concluded on its basis, the applicable provisions of the Polish law shall apply.
3. In the event that the provisions that cannot be excluded by agreement, under the law in force in a Member State of the European Union of the habitual residence of the consumer or entrepreneur acting on consumer rights, are more favourable for the consumer or entrepreneur acting on consumer rights than the provisions of these Terms and Conditions, then these provisions shall apply to contracts concluded on the basis of these Terms and Conditions to the extent that they grant the consumer or entrepreneur acting on consumer rights more favourable protection. In the remaining scope, the provisions of the Terms and Conditions apply.
4. The Administrator reserves the right to change these Terms and Conditions. The amendment to the Terms and Conditions comes into force within 14 days from the date of its publication on the Website. The User who does not accept the new content of the Terms and Conditions obliges not to use the Website.
5. These Terms and Conditions apply from 01.01.2023.