

Delet – the online portal of the Association of the Jewish Historical Institute and the Emanuel Ringelblum Jewish Historical Institute - Terms and conditions

Delet (hereinafter called “**Portal**”) is an Internet portal which shares online the most valuable parts of the collection of the Association of the Jewish Historical Institute in Poland (hereinafter called “**Association**”), and the Jewish Historical Institute (hereinafter called “**JHI**”). Among the most important objects in the collection, one can find documents of the Oneg Shabbat group, listed on UNESCO's Memory of the World list, and artworks from Sandel's collection. The Portal provides tools which facilitate the use of shared collections through creating virtual education materials, image comparison, image parameter modification, creating user's own lessons, collections, notes and descriptions, as well as adding bookmarks to particular pages. The Portal includes virtual lessons, workshops, edited materials and guided tours prepared by experts on Jewish history and culture, as well as lessons and workshops created by users of the Portal. The Portal uses resources of the Central Jewish Library (hereinafter called “**CJL**”).

By entering the [www.delet.jhi.pl](http://www.delet.jhi.pl) domain or its subdomains (hereinafter called “**Portal**”), the user agrees to the following terms and conditions:

## § 1. Initial agreements

1. Rights to the portal, its contents in terms of text, image and photography belong to the Association of the Jewish Historical Institute in Poland (hereinafter called „Association”).
2. Terms and Conditions describe the legal conditions of using the Portal.
3. Terms and Conditions of the Portal are available free of charge to any user at [www.delet.jhi.pl](http://www.delet.jhi.pl), in a manner that facilitates reading, downloading, saving and printing Terms and Conditions.
4. The Portal pages utilize the “cookie” files technology. Details of the use of “cookies” are described in Privacy Policy.
5. The agreements of these Terms and Conditions, along with the rules of law of the Republic of Poland, are the sole source of rights and obligations of Portal Users.

## § 2. Definitions

1. Any words written with a capital letter, whose meaning was defined below, should be understood in the following manner:
  - a. Owner – the subject owning the Portal, namely the Association of the Jewish Historical Institute in Poland, based in Warsaw, 00-090, Tłomackie St. 3/5.
  - b. Operator – the subject directing, managing and administrating the Portal, namely the Emanuel Ringelblum Jewish Historical Institute, based in Warsaw, 00-090, Tłomackie St. 3/5, e-mail address: [delet@jhi.pl](mailto:delet@jhi.pl)
  - c. Data – any data, including Personal Data passed to the Operator and made available by the Users on the Portal in any way, especially during use of the Portal, in e-mails sent to the Operator, or in other ways;
  - d. Personal Data – any information regarding a natural person, identified or identifiable;
  - e. Content – any content available at the Portal, in any form, especially text, images, photographs, regardless of their status as an artwork in terms of copyright law;
  - f. Newsletter – e-mails sent by the Operator, including marketing information regarding the activity of the Operator, and by the Association, including marketing information regarding the activity of the Association;
  - g. Privacy Policy – a document containing information and the conditions of collecting, storing and using User's Personal Data;
  - h. Terms and Conditions – this set of rules, describing the rights and obligations of the Operator as well as of the User of the Portal; the document meets the definition of Terms and Conditions described in art. 8 of the Act on Rendering Electronic Services;

- i. Portal, Website – internet portal, owned by the Association; used, managed, directed and administrated by the Operator; available at the [www.delet.jhi.pl](http://www.delet.jhi.pl) or its subdomains, through which the Operator renders a Service according to Terms and Conditions;
- j. Agreement – an agreement, signed electronically, between the Operator and the User; the subject of the Agreement is rendering Services by the Operator according to Terms and Conditions;
- k. Services – rendered by the Operator on the basis of Terms and Conditions;
- l. User – a person using the Portal; an adult physical person with legal capacity, a legal person or an organizational unit without a legal personality;
- m. Registered User – a person using the Portal in a scope offered to Registered Users; an adult natural person with legal capacity, a legal person or an organizational unit without a legal personality, who – through accepting Terms and Conditions and through registration – received access to Services offered to Registered Users by the Operator; Registered User is a type of User and therefore is obliged to follow all the rules of Terms and Conditions applying to the User;
- n. Account – an entry in the Operator's database, confirming the fact of being a Registered User, which gives access to Services stated in this Terms and Conditions document.

### **§ 3. Agreement regarding the rendering of electronic services**

1. Agreements regarding Services are signed between the User and the Operator on the basis of Terms and Conditions;
2. Using Services doesn't require registration, the User signs an Agreement regarding the Service in the moment of starting using the Service;
3. The Agreement regarding the Service is signed for an indefinite time period and can be terminated by the User or the Operator on conditions listed below.
4. The User has a right to terminate the Agreement regarding Services at any time, with immediate effect.
5. Termination of the Agreement regarding Services may occur in any manner, especially through: a) ceasing to use the Website or Service; b) submitting a statement in writing or via e-mail to the Operator;
6. The Operator may terminate the Agreement regarding the Service with a month's notice at the end of a calendar month, on the basis of a valid reason to terminate Service described in the Agreement.
7. The Operator's statement, described in section 6, is announced via publishing it on the Website.

### **§ 4. Consumer's right to withdraw from the Agreement**

1. The right to withdraw from an Agreement regarding a Service is granted to a User who signed an Agreement with the Operator as a consumer – for non-professional or non-commercial reasons, and when the contract was signed remotely or outside of a company office.
2. The right to withdraw from an Agreement on the same basis as the consumer is granted also to other subjects to which art. 22<sup>1</sup> of the civil code may be applied.
3. User described in section 1 may withdraw from an Agreement regarding a Service within 14 days of signing the Agreement.
4. The withdrawal is performed by the User through submitting a declaration of withdrawal from the Agreement in writing or by e-mail to the Operator's address.

### **§ 5. General Terms and Conditions of Services**

1. Utilizing the Services by Users is allowed only for private, educational and academic purposes, with the aim of promoting Jewish culture.
2. The User's Personal Data will not be made available to other Users or other persons.
3. The Operator does not guarantee continuity or quality of functioning of the Portal or Service.
4. The Operator has the right to perform informational and promotional activity regarding the Operator and the Association.

## **§ 6. Services for Registered Users**

1. An Agreement regarding the rendering of Services between a Registered User and Operator is signed in the moment of registering and activating Registered User's account. The Agreement is signed for an indefinite period.
2. By registering an account, the Registered User agrees to the Terms and Conditions and Privacy Policy and is obliged to act in accord with them.
3. In case of withdrawing his consent to any part of Terms and Conditions, the Registered User is obliged to inform the Operator about it immediately.
4. Using the Services is free of charge, a fee is not charged for registration and publishing of materials .
5. Each party may terminate an Agreement regarding rendering electronic Services with immediate effect.
6. The Operator is allowed to terminate the Agreement through deleting the Registered User's account in case of:
  1. breaking the law or Terms and Conditions by the Registered User,
  2. taking up actions by the Registered User to the detriment of Users or the Operator,
  3. publishing content which affects the functioning of the Portal negatively,
  4. registering more than one account by one User,
  5. failing to activate an Account within a week from registration,
  6. in case of not logging on to the Account for more than three months and in case of not sharing lessons or collections;
  7. in case of not logging on to the Account for more than six months, regardless of shared collections and lessons;
  8. in case of posting via the Account content that:
    - a) is not in accord with the Portal's mission to teach about and to promote the history and culture of Polish Jews;
    - b) uses hate speech;
    - c) propagates violence;
    - d) contains spam or advertising;
    - e) is vulgar or obscene;
    - f) is erotic or pornographic;
    - g) is not in accord with standards of the Internet;
    - h) is breaching copyright in any form.
7. The Registered User terminates an agreement through submitting a request to the Operator,
8. The Operator is rendering electronic Services according to these Terms and Conditions.

## **§ 7. Registration and Account**

1. Registration involves submitting information specified on the Portal after clicking the button "Register an account". The account is activated through clicking an activation link sent by the Operator to the User's e-mail address.
2. In case of justified doubt about the authenticity of data submitted by Registered User, the Operator may request documents confirming the authenticity of the data.
3. Processing the Personal Data of the Registered User submitted in the registration process and data shared with the Portal is based on user's agreement confirmed in the registration process. Operator is processing the Registered User's data according to Privacy Policy, the Personal Data Protection Act and the Act on Rendering Electronic Services.
4. Completing the registration process on the Portal, which results in opening an Account, is possible for a User who:

1. confirms learning about and accepting the entire Terms and Conditions and Privacy Policy;
2. by accepting the entire Terms and Conditions and Privacy Policy, the User:
  - a) agrees to process their data according to these Terms and Conditions and Privacy Policy;
  - b) confirms the authenticity of submitted data;
  - c) agrees to receive messages and newsletters to submitted e-mail address.
5. The Operator maintains the right to interfere in the Registered User's account in order to fix errors in the Portal's functioning, in case of breaking the law or in case of improper functioning of the Account.
6. Registering Accounts is voluntary and non-obligatory. By opening an account, a Registered User agrees to share their personal data for the Portal's use. Detailed information about personal data can be found in the Privacy Policy.

## **§ 8. Utilizing Services by Users, in particular Registered Users**

1. Any activities that may disturb or destabilize functioning of the Portal are forbidden. In case of recognizing by the Operator any such activities performed by a Registered User, the account will be deleted immediately.
2. Any activity of a User aimed at destabilizing the Portal may also be considered a criminal offense according to the law.
3. Registered User is obliged in particular to:
  1. withhold from any activities that may disturb or destabilize functioning of the Portal and to utilize the Portal's services in a manner problematic for other Users,
  2. respect the copyrights of other persons,
  3. withhold from any activities that may disturb the privacy of other Users.
4. Publishing on the Portal any content that is unjustified, abusive, untrue, against the Polish law, propagating violence, morally reprehensible or contrary to principles of good mores is forbidden. Such a content and accounts of their authors may be deleted by the Operator.
5. Portal's Services cannot be utilized for advertising products or services of commercial websites.

## **§ 9. Publishing materials**

1. A Registered User is obliged to only publish materials to which they have copyright.
2. A Registered User is allowed to:
  - 1.a) share on the Portal images from the Operator's site and from Wikipedia, including the source,
  - 1.b) include quotes in materials prepared for publication – after adding the necessary annotations.
3. A Registered User can also use the Portal in order to collect materials not intended for sharing or publication.
4. The Portal is public – the materials made available by the Registered User are available to the public, in particular for users of the Internet, and may be indexed by search engines.
5. A Registered User, through sharing data, materials or comments in the portal, consents to their use by other Users and the Operator.
6. A Registered User who is publishing on the Portal content that meets the definition of an artwork or any other data, materials or comments, waives any claims against the Operator with regard to publishing or unpaid use (including deletion) of this content by the Operator or other Users.
7. The Operator is allowed to additionally mark published materials (e.g. with logo or other distinct sign).
8. The Operator maintains the right to edit published texts (correcting mistakes, typos).
9. The Operator has the right to verify content intended for publication by the Registered User and to compare their accordance with Terms and Conditions. Accepted materials will be published immediately after verification. Materials that weren't accepted won't be published.

10. In some cases, the Operator maintains the right to publish only selected parts of a publication otherwise verified from an informational and legal point of view.
11. In case a newer and more credible or verified information would appear, the Operator maintains the right to remove older versions.
12. The Operator may grant a Registered User the right to publish materials without the verification mentioned in pt. 6. In such cases, the Operator may request fulfilling special requirements by the User, especially documenting their knowledge and competences. The Operator may revoke this right at any time, and published materials may be completely or partly removed.
13. The Operator maintains the right to tag the Users' materials.
14. The Operator's decisions described above, especially those regarding publishing or removing published materials, may not be subject to questioning or complaint.

#### **§ 10. Protecting copyright and intellectual property**

1. Any rights to the Portal are reserved to the Operator or the Association. The rights to text and image content, photography, applications and databases are reserved to the Operator, the Association or accordingly to subjects whose materials are published on the Portal. The Portal and each of its elements are subject to protection by Polish and international law, especially to the copyright laws, database protection laws and Unfair Competition Act.
2. Using text and image content, photography, applications and databases and other elements included in the Portal doesn't grant the Users rights to non-material goods for the artworks and databases. With an exception for agreements from par. 10.3 of these Terms and Conditions, following actions are forbidden:
  1. copying, modifying, electronic or otherwise transmission of the Portal's content or particular works published in the Portal, especially for commercial use;
  2. distribution (including for informational reasons in the press, radio, television or providing access to materials in given time and space) of articles, reportages, interviews or other publications from the Portal without Operator's agreement;
  3. downloading contents of the Portal and using in its entirety or in parts.
3. Users may use the Portal, its contents and databases only within the range of fair use, defined by the copyright laws and the database protection laws. Such use may not interfere with normal use of the work or with the interest of the Operator and subjects whose works and databases are shared in the Portal.
4. Publishing links redirecting to text materials published in the Portal is allowed.
5. Any use of the Account different than specified in sections 10.3 and 10.4 of these Terms and Conditions is not allowed without written permission from the Operator.

#### **§ 11. Newsletter services**

- 1 The User, by sharing their e-mail address with the Operator, agrees to receive the Operator's and the Association's newsletter.
- 2 Newsletter is distributed cyclically, indefinitely and via e-mail to the User's e-mail address.
- 3 User may unsubscribe from the Newsletter at any time by sending an un-subscription notification to the Operator.

#### **§ 12. Informing about violations**

1. The Operator takes care of proper verification of the informational and legal status of materials published in the Portal, but the responsibility about its accordance with the law lies on the provider of the content. Views, opinions and comments presented on the Portal express their authors' personal knowledge and shouldn't be interpreted differently. A Registered User who claims that materials published in the Portal infringe on their rights or shouldn't be published for other reasons, should contact the Operator at [delet@jhi.pl](mailto:delet@jhi.pl). The Operator will make the necessary efforts to resolve the situation.

2. The Operator doesn't take responsibility for possible cases of plagiarism. Concerns about possible plagiarism with a description should be submitted to **delet@jhi.pl**
3. In case a User notices a breach of Terms and Conditions or a system error, he or she should immediately contact the Operator at **delet@jhi.pl**

### **§ 13. Complaints**

1. Registered Users are allowed to file complaints about provided services.
2. Complaints are considered by the Operator.
3. A correct complaint should include following information:
  1. Registered User's ID,
  2. Registered User's e-mail address,
  3. subject of complaint,
  4. circumstances of the complaint.
4. Complaints that don't include the aforementioned data won't be considered.
5. Complaints should be sent by e-mail to **delet@jhi.pl**
6. The Operator will make efforts to consider the complaints within 30 days from receiving them from the Registered Users. The Operator will inform the Registered User about the result of considering the complaint via e-mail.

### **§ 14. Responsibility**

1. Data and information shared on the Portal are only for informational use. Due to the possibility of errors or omissions caused by factors beyond the Operator's control, the Operator doesn't take responsibility for timeliness, precision and completeness of information shared on the Portal, as well as for their usefulness for the Users' particular activities.
2. Any risk associated with using and utilizing information shared on the Portal lies on the side of the User.
3. The Operator reserves the right to modify services, tools and methods of Portal's functioning, including removal of information from databases, ceasing the Portal's activity, ceding rights to the Portal or taking any actions related to the Portal as long as they're allowed by law. Aforementioned actions cannot be subject to complaints from the User.
4. The User doesn't take responsibility for possible losses caused by a malfunctioning of the Portal or cessation of the Portal's activity.
5. The Operator warns that using Services may involve risks. Particular risks related to using Services were described in detail in the Privacy Policy.
6. The Operator doesn't take responsibility for the content and form of the materials and information published by Users on the Portal. The responsibility lies on the side of the Users.
7. The User takes full responsibility for possible breaking of law or harm caused by the User's activity on the Portal, especially submitting false data, revealing professional or otherwise confidential information, harming personal interest or copyright and related rights.
8. In case the Operator receives an official notification about illegal nature of stored data provided by the User and in case of disabling User's access to these data, Operator doesn't take responsibility for harm caused to the User as a result of disabling the access to the data.

### **§ 15. Violation of Terms and Conditions by the User**

1. Using the Portal for purposes conflicting with the law, with the Terms and Conditions, or violating the rights of other persons is forbidden.
2. A User who utilizes the Portal in an unacceptable way will be subject to sanctions limiting their access of the Portal, including:
  - a. suspending the agreement;
  - b. cancelling the agreement and permanent removal of User's personal data from the Portal.

- 3 In case of any harm caused by the User's actions to the Operator or the Association, especially by limiting the access to the Portal for other Users, to the Operator or the Association, the sanctions may be followed by a judicial review.

#### **§ 16. Technical conditions**

1. Technical conditions of using the Portal impact its proper use and are significant for the safety of data stored in the Portal.
2. Access to the Portal and using the Portal is available for Users:
  - a. using a computer with internet access, minimum bandwidth 750 kilobytes/s;
  - b. with one of following browsers installed, with enabled cookie files and JavaScript:
    - - Google Chrome, from version 54.0.2840.99
    - Mozilla Firefox, from version 50.0.2
    - - Opera, from version 41.0.2353.69
    - Safari from version 11.0 (13604.1.38.1.6)
    - Edge from version 40.15063.0.0
3. For certain Services provided by the Portal, an e-mail account is necessary. The User will be informed about this before using such a Service.

#### **§ 17. Regulations and modifications regarding the Terms and Conditions**

1. These Terms and Conditions enter into force from 18 October 2017.
2. The Operator is allowed to modify Terms and Conditions. Modifications to the Terms and Conditions proposed by the Operator will be made available to Users in the same way as the Terms and Conditions, from the moment of entering into force.
3. User being a party in an Agreement signed for an indefinite period, who doesn't accept a proposed modification to Terms and Conditions, may withdraw from the Agreement with one-month notice of termination, counting from the last day of the month in which proposed modifications were made available. The User may execute the withdrawal through sending an announcement to the Operator's postal address.

#### **§ 18. Final provisions**

1. These Terms and Conditions, as well as the Agreements signed on its basis, are subject to the Polish law and will be interpreted accordingly. Application of Polish law doesn't deprive the consumer from protection granted on the basis of the law of the country of their usual stay, according to the Regulation (EC) No **593/2008** of the **European Parliament** and of the Council of 17 June 2008 on the law applicable to contractual obligation (Rome I).
2. In case any provision or provisions of these Terms and Conditions prove to be invalid, inefficient or in conflict with the law, it doesn't affect the validity, legality and efficiency of the remaining provisions of Terms and Conditions.