

Terms and Conditions Governing the Provision of Services by the ONORG Platform

Dear User, welcome to ONORG. We are glad that you have reached this page to read our Terms and Conditions.

ONORG is a unique social network which gives you the opportunity to freely communicate within a variety of communities and Groups devoted to the topics of your interest. Below please find detailed terms and conditions according to which we provide our services within ONORG platform.

The herein Terms and Conditions have been drawn up based on the Law on the Provision of Services by Electronic Means (Journal of Laws [Dz.U.] of 2002, No. 144, item 1204, as amended) and other applicable provisions of Polish law.

For the purposes of the contract, based on which the financial services are provided to the Users and the Communities, the herein Terms and Conditions are referred to as the "General Terms and Conditions of Website Use".

We Will Use the Below Definitions throughout This Document:

1. Platform or ONORG – a social platform available at www.onorg.co; it can be also available as a mobile application. The Platform shall be the property of Escape Velocity spółka z ograniczoną odpowiedzialnością sp. k. with the seat in Poznań (61-737) at ul. 27 grudnia 3.
2. User – a person registered on the Platform.
3. Account or Profile – a part of the Platform where personal data of a User and other information regarding such User are displayed. The Account is created when a given person registers as the User. The data, including personal data of the User provided in the Profile, are visible solely to the Users–members of the given Community.
4. Community – a group of Users within the Platform of a formal (for example, a group operating as an association) or non-formal nature, managed by the Community Administrator.
5. Community Administrator – a User, who acts as the administrator of the given Community. Community Administrator may appoint other Community

Administrators or Community Moderators amongst the Users of the given Community.

6. Group – functionality (part) within the given Community, dedicated to a special topic. The Group is created by the User within the Community he/she is the member of. Moderator manages the content within the Group. The User–Group founder or a different User assigned by the current Moderator, acts as the Moderator of the Group.
7. Moderator – a User who acts as the person managing the content within the given Community (Community Moderator) or the Group (Group Moderator), respectively.
8. Functionalities – functions of the Platform, whereas the scope of the functions depends whether the given user is granted basic permissions (User) or has been additionally granted Administrator or Moderator permissions.
9. Notification – one of the Functionalities offered by the Platform, giving the possibility to send information about initiatives held within the Communities or Groups the User is a member of; Notifications are sent via the Platform, mobile Application or to the User's email address, provided the User expressed his/her consent to receive Notifications.
10. GDPR – Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons in connection with personal data processing and the free movement of such data, and repealing the Directive 95/46/EC.
11. Content – each content published by the User within the Platform. The Content may have a form of a text, graphics, photograph, sound, or any other form, as far as it is technically feasible to publish it on the Platform.
12. [Library](#) – part of the Platform dedicated to posting Publications.
13. Publication – content posted on the Platform by a User or several Users – co-authors, within the [Library](#).
14. Privacy Policy – document defining the rules governing personal data processing.
15. Terms and Conditions – Terms and Conditions Governing the Provision of Services by the ONORG Platform, namely the herein document in its up-to-date version.

§1 General Provisions

1. Escape Velocity spółka z ograniczoną odpowiedzialnością sp. k. with the seat in Poznań (61-737) at ul. 27 grudnia 3, NIP [Tax ID No.] 7831816423, KRS [National Court Register] 0000837050 is the entity rendering the services within the ONORG Platform, subject to §1 section 2. The Platform is available at www.onorg.co. You may contact the Platform provider via regular mail – to the address provided in the preceding sentence or via email to the following address: info@onorg.co.
2. The name “ONORG”, the website’s source code, logotypes posted on the Platform and other graphic content, trademarks, software, data base as well as content published within the Platform, including those within the [Library](#), are protected by law.

§2 Terms and Conditions for Platform Use

1. The Platform is used via the ICT system allowing for the processing and storage as well as sending and receiving data via ICT networks, in line with the Law on rendering services by electronic means (Journal of Laws [Dz. U.] of 2002, No. 144, item 1204, as amended).
2. You may use our Platform if you meet the below conditions:
 - a) You have access to Internet connection permitting communication via HTTPS protocol,
 - b) You have a suitable terminal device (computer, phone, tablet) enabling you to use the Internet,
 - c) You have an active email account,
 - d) You have a correctly installed and configured Internet browser, e.g. Google Chrome, Mozilla Firefox, Opera, Microsoft Edge, or Internet Explorer,
 - e) If you use mobile application – you should have Android, Windows, or iOS system.
3. The owner of the Platform may, for safety reasons or the need to take technical-wise measures, temporarily suspend access to the Platform. The owner of the Platform does not guarantee permanent availability of the Platform.

4. The owner of the Platform shall not be responsible for the Content published on the Platform by the Users.
5. If a User wishes to make a complaint, he/she shall be responsible to send it to the email address of the owner of the Platform - administrator@onorg.co. The owner of the Platform undertakes to handle the complaint without undue delay, however, not later than within 30 days from filing the complaint.

§3 Users

1. Using the Platform requires from you to register as the User, create the Account and log into the Platform.
2. You may register on the Platform if you receive an invitation from another User. The invitation shall be sent to the email address of the invited person and indicate the Community to which the given person has been invited. The registration requires from the invited person to click on the link sent to his/her email address and provide the personal data necessary to create the Account – namely, in particular, first name, last name, login, age and email address. The scope of the personal data required to register is defined in the Privacy Policy. The User shall also create his/her avatar using a picture, which may be the User's photo. If the User uses a different graphic to create his/her avatar than his/her own image, the User shall have the obligation to make sure that by using the graphics he/she does not violate anybody else's copyrights.
3. To complete the registration process, the User needs to read the Privacy Policy of ONORG and the herein Terms and Conditions, which shall be confirmed by clicking on relevant checkboxes.
4. Following the registration, the invited person is granted the status of the User – member of the given ONORG Community.
5. By using the Platform, the User expresses his/her consent to the wording of the Privacy Policy as well as the Terms and Conditions and, moreover, undertakes to meet the rules set forth in the documents.
6. The User shall have the obligation to:
 - a) Treat other Users with respect, not post content of humiliating, offensive, degrading, or vulgar nature,
 - b) Not post content of explicit nature or containing false or misleading information,

- c) Ensure that the posted content does not violate anybody else's rights, including copyrights and other intellectual property rights, and in the event of any doubts as to the potential violation, refrain from posting,
 - d) Adhere to the Rules of the Community, defined by its Controller,
 - e) In the event of generating income in connection with the use of the Platform – settle the public-law liabilities (pay taxes), if the applicable provisions of law so require,
 - f) Use the Platform in line with the law as well as the Terms and Conditions,
 - g) Not engage in any activity to the detriment of the owner of the Platform, including, not disturb the normal operation of the Platform,
 - h) Not post Content spreading propaganda or ideology considered in Poland as unconstitutional,
 - i) Not use the Platform to send spam,
 - j) Provide reliable and true information in the Profile, as well as neither impersonate nor pretend to be someone else,
 - k) Neither process, nor disseminate the information about another User, unless the User has given express consent to such action, provided that, in line with the applicable provisions of law, such action requires no consent of a data subject,
 - l) Neither copy nor duplicate or use the content of the Platform, also, in part, unless the owner of the Platform has given its express consent to the User to such action,
 - m) Not download any content published on the Platform by automated means, using scripts, in particular,
 - n) Not share with any person or entity his/her login and password and if there is a reason to believe that the data has been obtained by any entity, immediately change the password to the Platform.
7. The User may be a member of more than one Community. To join other Communities than the original one, it is required to receive an invitation from the Community member which the User wishes to join or being accepted as the member by the Community Administrator which the User wishes to join.
8. When publishing a content within the [Library](#), the User shall define a potential fee for using the Publication, in line with the rules defined in §8 of the Terms and Conditions. The content published within the Community of a closed nature is available to Users–members of such Community, only.

9. Once the Account has been created and following the logging, the User is able to send invitations to Internet users who still do not have the status of Users. The number of invitations is defined by the Community Administrator. Prior to sending the invitation to another person, the User shall have the obligation to obtain consent of the person being invited to provide his/her email address to send the invitation.
10. The User may create a Group, defining its topic. User-founder of the Group becomes its Moderator. The function may be assigned to another User-member of the Group if he/she consents to assume the function.

§4 Communities

1. ONORG brings together Users operating within Communities.
2. Community may have a formal status – which means that it operates in a form of a legal person as well as the Community may have the status of non-formal group of Users.
3. Community is managed by its Administrator. The initial Administrator is the User-founder of the given Community.
4. Community Administrator shall be granted the following permissions:
 - a) block the Users-members of the Community the possibility to post if the Administrator has found or has been informed that the User had more than one time violated the rules defined in the Terms and Conditions, in particular in §3 section 6 of the Terms and Conditions or if the User is in delay with the payment of the Membership Fee, and to be the member of the given Community, it requires to pay the Membership Fee; once the reason for blocking no longer applies, the Administrator may restore the User's possibility to post; as long as the User has the option of publishing posts blocked, he/she may only display the content available on the Platform,
 - b) deleting a post – if the Administrator found or was informed that the content of the post was inconsistent with the Terms and Conditions, with §3 section 6 of the Terms and Conditions, in particular,
 - c) removing of the Group – if the topics of the posts published in the Group differ significantly from the nature of the Community within which the Group operates,
 - d) assigning a Co-administrator or Moderator,
 - e) accepting Users-members of other Communities who wish to join the Community managed by the given Administrator.

- f) expressing consent to the display of advertisements of external entities within the Community.
 - g) setting the scope of information that each User–member of the Community shall have the obligation to provide in his/her Profile.
5. Community Administrator may delegate his/her function to another User–member of the given Community or assign Co-administrators. Community Administrator may also assign Community Moderators.
 6. The Moderator shall be the User to whom the Community Administrator has assigned the function.
 7. To assume the function of Community Administrator, Co-administrator or Moderator, the User, recommended as the candidate to assume the given function, needs to accept it.
 8. Community Administrator shall define the rules according to which the Community operates, including:
 - a) Whether the membership in the Community shall be fee-based or free-of-charge – subject to §7 of the Terms and Conditions within the Community of formal status; The number of invitations that the User may dispose to invite new members to the Community.
 9. If the Community is of formal status, the scope of Community Administrator's competences may be narrower or the Community Administrator's freedom of actions may be limited – if so provided by the applicable provisions of law, statute, terms and conditions or other act regulating the operation of the given Community outside ONORG.

§ 5 Groups

1. Users may create Groups within their Communities. User–Group founder shall define its topic.
2. The Group is managed by the Moderator. The initial Moderator is the User, who have created the Group. The Moderator may assign his/her function to another User.

§ 6 Library

1. Each User may post Publications in the [Library](#).
2. By publishing in the [Library](#), the User defines whether the access to the Content requires payment.

3. Whenever any reference in these Terms and Conditions is made to „access to Publication” or „access to Content”, it shall be deemed as granting by the User–author of the publication, a fee-based or free-of-charge non-exclusive license to the Content, unlimited in time and space within the following field of exploitation: displaying of the Publication on the terminal equipment of the Internet user (laptop, computer, smartphone, tablet, etc.) with the use of Internet network. The User using the Content undertakes to use the Content solely for his/her private personal use.
4. The fact of granting the license as mentioned in section 5 above, shall not include the derivative copyrights.
5. By posting Publications within the [Library](#), as well as by publishing posts on the Platform, the User–Publication / post author, shall grant to the owner of ONORG (Escape Velocity spółka z ograniczoną odpowiedzialnością sp. k.) non-exclusive license to display the content published within the Platform. The license shall, at all times, be for Escape Velocity spółka z ograniczoną odpowiedzialnością sp. k., a free-of-charge license and shall cover, except for the fields of exploitation indicated in section 5 above, also the right of Escape Velocity spółka z ograniczoną odpowiedzialnością sp. k. to use the Publication, post as well as fragments thereof, in marketing materials regarding ONORG – by posting the Content or its fragments in the publications promoting the Platform. The license shall also cover the right to fix and disseminate the promotional materials, including the Publications, posts or fragments thereof in an electronic form via the Internet, as well as fixing them using any reprography or printing technique as well as disseminate thereof outside the Internet.
6. By publishing Content within the Platform, the User guarantees that he/she is vested with the copyrights (or other intellectual property rights) to the Content. If any entity files any claims as to the violation of copyrights or intellectual property rights against the Platform owner, the User who published the Content, undertakes to take, at his/her own risk and cost, any measures aiming to indemnify the owner of the Platform from the liability for such violation. Moreover, the User who published the Content in violation of copyrights or intellectual property rights, undertakes to reimburse to the owner of the Platform all costs it has incurred in connection with the violation, including, in particular, the compensation costs or equivalent as well as legal service costs.

§9 Advertisements

1. The Platform enables third parties to place advertisements subject to the terms defined in the herein §9 of the Terms and Conditions.

2. The Platform agrees with the third party on the terms subject to which the advertising content shall be displayed, including the type of gratification to the Users Community members, where the advertising content is to be displayed.
3. The Platform shall present the offer for the display of advertising content to the Administrator of the given Community. The offer shall include, in particular, the description or presentation of advertising content, duration of the display and the description of gratification to the Users–Community members, as well as how long the offer remains valid.
4. Administrator of the Platform may accept or reject the offer as referred to above. If the offer is accepted, the advertising content shall be displayed within the given Community subject to the conditions indicated in the offer, while the Users–Community members shall be granted gratification indicated in the offer by the advertiser.

§10 Public-law Liabilities

1. The Platform hereby informs that if a User generates income in connection with the operations carried out within the Platform, he/she shall have the obligation to pay due taxes subject to the terms set forth by applicable provisions of law. The Platform does not intermediate in the public-law settlements of the Users.
2. The income which may be subject to taxation shall constitute, in particular, the transfers to the Purses of the Users for accessing the Content published by the Users (income shall constitute remuneration deriving from copyright), Tips from other Users (income shall constitute donation to a User) as well as Membership Fees in Communities if they constitute Administrator remuneration for managing the Community (income shall constitute the remuneration of the Community Administrator for the services rendered to the Users–Community members).

§10 Final Provisions

1. The wording of the document is accepted by way of Resolution of the Board of the owner of the Platform – Escape Velocity spółka z ograniczoną odpowiedzialnością sp. k. with the seat in Poznań (61-737) at ul. 27 grudnia 3, dated [10.10.2020](#) hereinafter referred to as the “Company”; the original document is available on request at the seat of the Company.
2. The Company shall be entitled to update the wording of the Terms and Conditions, at any time. The Company shall inform the Users about any amendments by publishing the wording of the amended Terms and Conditions on its website www.onorg.co, and by sending the information to the User address that document has been amended. If the User uses the Platform following the service of the information regarding the amendment Terms and

Conditions, it shall be deemed as acceptance of the amended wording of the Terms and Conditions.

3. The Terms and Conditions are drawn up subject to Polish law.