Regulations of the PhDNCU Mobile Application

CHAPTER I
GENERAL PROVISIONS

§ 1

1. The Regulations of the PhDNCU Mobile Application, hereinafter referred to as the "Regulations", set out the rules of operation of the PhDNCU Mobile Application, hereinafter referred to as the "Application", and also contain important information on personal data security.

2. The Regulations apply to services provided electronically through the Mobile Application by Nicolaus Copernicus University in Toruń, ul. Jurija Gagarina 11, 87-100 Toruń, REGON: 000001324, NIP: 8790177291, which is the Operator, hereinafter referred to as the "University".Aplikacja to bezpłatna, instalowana dobrowolnie, uczelniana Aplikacja mobilna wspierająca doktorantów szkół doktorskich Uniwersytetu, zwanych dalej „Użytkownikiem".

3. The services provided through the Application include, in particular:

   a) receiving PUSH notifications (so-called push notifications) of important events sent by University staff,

   b) handling events with a counter indicating the remaining time until the specific event,

   c) access to key information and useful websites,

   d) support of Google maps with a list of the most important points in Toruń and Bydgoszcz with the possibility of launching navigation to a selected point.

4. Only authorised University staff have access to administer the Application.

§ 2

1. Users gain access to the Application upon electronic registration.

2. The Application is designed for mobile devices with the Android operating system.

3. The Application can be downloaded from the Google Play shop (for the Android operating system).

4. Downloading the Application and using the services offered through it is free of charge.

5. An Internet connection is required to download, install, launch and use the Application. All costs of Internet connection, in particular data transmission, shall be covered by the User on their own, according to the agreements concluded by the User with telecommunications

operators or another Internet provider. The University shall not be liable for non-performance or improper performance of services by telecommunications operators or other Internet providers with whom the User has concluded agreements.

§ 3

1. All rights to the Mobile Application and all materials contained therein, including proprietary copyright, intellectual property rights to its name, logos belong to the University or entities with which the University has concluded a relevant agreement, and may only be used in the manner specified and in accordance with the Regulations.

2. The Application User is entitled to use the functionality of receiving a PUSH Notification. A PUSH Notification contains a full message sent by a University staff member. The full message is also available in the PUSH Notifications section after logging in to the Application.

3. The Application User may disable the function of receiving PUSH Notifications for the Application by using the system functions or directly from the settings in the Application.

4. The User is obliged to comply with the provisions of the Regulations as soon as they accept them.

§ 4

The use of the Application entails the processing of the User's personal data for purposes related to the proper functioning of the Application. The University remains the administrator of the personal data. The purposes referred to above are: registration of the User, sending of individual and group information. The User has the right to object to the processing. The submission of personal data is voluntary but necessary for the use of the Application.

Chapter 2

Registration and technical requirements

§ 5

1. Registration in the Application takes place automatically through the login form available after selecting Login and redirecting to the Central Authentication Service.

2. Registration in the Application is tantamount to the acceptance of the content of the Regulations by the User and the conclusion of the agreement for the provision of electronic services between the University and the User, in accordance with the principles set out in these Regulations.

§ 6

In order to use the Application correctly and fully, the User should have one of the following mobile devices of the smartphone type with the Android 6.0 system or higher and with access

to the Google Play shop. An active internet connection is required for the launch and proper operation of the Application.

Chapter 3

Terms of use of the Application by the User

§ 7

1. The User shall use the Application solely for their own personal use, in accordance with generally applicable law, principles of social interaction, the Regulations and any terms of use and privacy policy applicable to the use of the online shop specified in § 2.3 of the Regulations.

2. The collection of other users' data, its use or publication shall be subject to legal restrictions resulting, *inter alia*, from the provisions on the protection of personal data, personal rights and privacy.

§ 8

1. The use of the Application by the User other than for authorised use is not permitted without the express approval of the University.

2. The User shall notify the University of any infringement of their rights in connection with the use of the Application.

§ 9

1. The User uses the Application voluntarily, at their own risk.

2. The User has the right to terminate the use of the Application at any time by uninstalling it from the mobile device, in particular if the User does not accept any changes to the Regulations, the Privacy Policy or modifications to the Application.

Chapter 4

Rights and obligations of the University

§ 10

1. The University shall ensure the highest possible quality of the services provided through the Application and shall supervise the technical functioning of the Application.

2. The University does not guarantee uninterrupted access to the Application and does not guarantee the constant availability of all functions of the Application and their error-free operation.

3. The University shall not be liable for any damage or lost benefits incurred by the User in connection with:

a) the functioning of the Application, in particular the disruption of the availability of all the functions of the Application or their incorrect performance,

b) the infringement by the User of the rights of any third party,

c) the functioning of interfaces and telecommunications connections which are not owned or operated by the University,

d) services, applications and websites that are not owned or operated by the University.

§ 11

1. The University has the right to block the User's account if the University has a reasonable suspicion that the User is using the Application contrary to the provisions of § 7 of the Regulations.

2. The University has the right to temporarily suspend the operation of the Application in order to carry out technical maintenance of the Application, to make changes to the operation of the Application or to prevent possible damage.

§ 12

1. The User may file a complaint concerning the services provided within the Application, and in particular their non-performance or inadequate performance, in an electronic form to the following e-mail address: academia.copernicana@umk.pl.

2. Complaints shall be considered within 14 days of their receipt by the University. If the data or information provided in the complaint needs to be supplemented, the University will contact the User in order to supplement it.

3. The University reserves the right to change the Regulations, the Privacy Policy and to modify the Application, of which it will notify the User by email 14 days prior to the modification.

4. If the User does not accept the modifications referred to in § 9, the User should terminate the agreement by uninstalling the Application.

Chapter 5

Final provisions

§ 13

1. By accepting the Regulations, the User hereby agrees to the processing of personal data necessary for the purposes of providing services by the University through the Application.

2. The University may transfer to another entity the rights under these Regulations and the Privacy Policy, but this will not affect the User's rights.

3. Each provision of these Regulations shall operate separately. If any provision of these Regulations is declared invalid by a court, the remaining provisions shall remain in force.

4. Failure by the University to enforce the User's obligations under the Regulations, or delay in doing so, shall not constitute a waiver of the University's claims against the User. Any waiver of the University's rights shall be in writing on pain of nullity.

§ 14

1. Any disputes arising from these Regulations or the Privacy Policy shall be resolved by conciliation. Should it be impossible to reach an agreement between the University and the User by conciliation, the case shall be settled by the competent common court.

2. In matters not covered by these Regulations, the provisions of generally applicable Polish law shall apply, in particular the provisions of the Act of 23 April 1964 Civil Code, the Act of 29 August 1997 on the Protection of Personal Data and the Act of 18 July 2002 on Providing Services by Electronic Means.