



KAPITAŁ LUDZKI
NARODOWA STRATEGIA SPÓJNOŚCI

UNIA EUROPEJSKA
EUROPEJSKI
FUNDUSZ SPOŁECZNY



Zadania realizowane w ramach przedsięwzięcia
„SmartUni – sieć mobilnych ambasadorów Uniwersytetu Łódzkiego”
są współfinansowane przez Unię Europejską ze środków Europejskiego Funduszu Społecznego

Rules of Use of the *SmartUni* mobile application of the University of Lodz

I. Definitions

For purposes of the present Rules, the notions listed below have the following meaning:

Administrator – the University of Lodz. Seated in Lodz, at 65, Narutowicza Street. REGON No. 000001287, NIP tax identification number 724-000-32-43.

Application – the SmartUni software application, distributed by, or upon the consent of, the Administrator, designed for installation on Mobile Devices, making it possible to access the Content, especially by means of:

- presentation of the University of Lodz's study offer;
- localization of the University of Lodz buildings;
- transfer of information on events that take place at the University of Lodz (also via Push message service);
- sharing selected content on social media networking sites.

Content – a single text, graphic, or audiovisual file made available within the SmartUni by the Administrator, in such a way that every User may access it at chosen time and location.

Services – services electronically supplied by the Administrator under the Application, especially access to the Content, transfer of information, or other services.

Mobile Device – a portable electronic device, connected to the Internet by the use of wireless technology (3G, LTE, Wi-Fi), equipped with the Android or iOS operating system.

User – any person who has the Application installed on their Mobile Device.

II. General information

1. The present Rules state the principles, extent, and conditions of use pertaining to the Users of the Services that the Administrator provides by means of the Application.
2. The User is obliged to use the Application in accord with the regulations of law in force, social and moral norms, and the provisions of the present Rules.
3. The use of individual Services may be comprised by the provisions of the specific rules. In this case, the use of the Services is subject to User's acceptance of both of the present Rules and the relevant specific rules.
4. The installation of the Application is possible on the Mobile Device meeting the following technical specifications: Android OS version min. 4.3 or iOS min. 7.0
5. The Administrator shall not be liable for malfunctions of telecommunication systems, mobile application distribution platforms, mobile applications and software (other than the application) installed on the Mobile Device owned by the User.
6. The contract for the provision of services that enable the User to access the Content contained in the Application, shall be deemed as concluded upon installing the application on the Mobile Device owned by the User. The termination shall take effect upon removal of the



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Application.

7. The conditions for the conclusion and termination of contracts for the provision of the Services, for which the Administrator has established specific rules, are set by these specific rules.

8. The User agrees not to interfere with the operation of computer systems, servers, or networks of the Administrator, and not to attempt to circumvent the regulations or procedures governing the use of the Service or its components, as well as not to make arbitrary interference in the form or content of the Application.

III. Copyright and Related Rights

1. All rights to the Application and to its Content made available in whole or in part, in particular in the form of text, graphics, or multimedia, as well as software programming application components that generate and serve the Application, are reserved to the Administrator.

2. The moment the Application is downloaded, the Administrator grants the User a license to use it for its intended purpose.

3. The administrator grants the User a license to use the Content on the terms and time specified under Chapter IV of the present Rules.

4. The license referred to in Sections 2 and 3 shall not entitle the User to sublicense.

5. Transmission of Content contained in the application to third parties is acceptable using the tools contained in the Application and intended for this purpose.

6. The User may not reproduce, sell, or otherwise place on the market or distribute the Application, in whole or in part, in particular transfer or share it through computer systems and networks, mobile application distribution systems, or any other information and communication systems.

IV. Rules for making Content available

A. General Information

1. The supplier does not guarantee uninterrupted availability of the Content or its access quality parameters. Access quality parameters depend on the capacity of the intermediary network between the Administrator and the User and other factors beyond the control of the Administrator.

2. The Supplier reserves the right to restrict, suspend or discontinue the presentation of the Content, in whole or in part.

3. The use of the Application or its Content in a manner contrary to the law, principles of social conduct, morality, or the present Rules, shall justify immediate cessation of the Service for a particular User.

4. By installation of the Application on a Mobile Device, the User constitutes acceptance of the provisions of the present Rules.



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B. Technical requirements

1. A user wishing to access the content must have a mobile device with an installed Application in accordance with Chapter II, Section 4 and 5 of the present Rules.
2. In order to properly run the presentation of Content within the application, it is necessary to fulfill the following requirements:
 - a. a wireless connection to the Internet;
 - b. no active firewall connected to the edge router of the Internet service provider, preventing dialing or interfering with established connection protocols used in connection with the presentation of content;
 - c. the Internet connection is required to download new content. For content already downloaded it is not required;
 - d. for functions related to the location inside buildings and local hints, it is required to enable Bluetooth.

C. Warranty claims

1. Claims for improper access to the Service should be reported to the Administrator by e-mail to: smartuni@uni.lodz.pl.
2. A warranty claim form shall include:
 - a. first name,
 - b. last name,
 - c. e-mail address,
 - d. the name and model of mobile device, where the problem occurred;
 - e. the name and version of the operating system of the mobile devices where the problem occurred; the version of the operating system version should be provided in as much detail as possible, in the way it is available in the mobile device's "About the phone" menu or the like, for example: "Android 4.4.3 build number KTU84L", "iOS version 7.0 build number 11A4665";
 - f. the description of the subject of complaints, including date and time of occurrence of the problem, the part of the Application, type of content, etc.;
3. Properly filed warranty claims will be considered not later than within 14 working days from the receipt of the information on the occurrence of the problem.

V. Privacy Policy

1. The Administrator processes information about Users, including their personal data, under the existing provisions of this area of law, in particular in accordance with the Act on Personal Data Protection dated 29 August 1997, and the Act of 18 July 2002 on Provision of Electronic Services, using the security measures required by law.



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2. The Administrator is the administrator of personal data of Users within the meaning of the Act on the Protection of Personal Data of 29 August 1997.
3. The scope of information processed by the Administrator complies with the new user registration forms, rules for submission of complaints, etc. Data submission is voluntary, however, it is required for the use of the services.
4. The acceptance of this Regulation is simultaneously a consent to data processing, in the scope defined by the present Rules as necessary to fulfill the contract by the Administrator.
5. For particular services, there may be shown additional forms of consent to data processing, required for the implementation of these services. In this case, the data and the purpose of processing will, in each case, be presented in the proper consent form.
6. Within the user's operating system, the application shall, subject to the user's prior consent, have access to:
 - Location: using the device's location to navigate and localize buildings;
 - Data: calendar, address book;
 - Bluetooth Mechanism;
 - Sending push notifications;
 - Sharing the materials on social networking sites.
7. The administrator is not responsible for the privacy policy applied by the owners or administrators of websites that are referred to by links that may be present in the Application, and for the policy of application providers, in particular, Google and Apple.
8. The Administrator reserves the right to disclose selected information concerning the Customer to authorities or third parties who submit a request for such information, based on an appropriate legal basis. Apart from the cases indicated in the previous sentence, the information on the user will not be disclosed to any third party without the user's permission.
9. In the case of unauthorized use of the application, i.e. contrary to the Rules or applicable laws, the Seller shall be entitled to process the Customer's personal data to the extent necessary to establish his responsibility.
10. Each user has the right to access, correct, and supplement their own personal data, as well as the right to require the cessation of the processing of the data and their removal, by applying in writing to the Administrator in the way described in the paragraph on the warranty claims.

VI. Final Provisions

1. Any matters not covered by these Regulations shall, in particular, be governed by the provisions of the Act on the provision of electronic services (Polish Journal of Laws -Dz.U., Year 2002 No. 144 Item 1204, as later amended), Act on copyright and related rights (Dz.U. Year 1994 No. 24 Item 83, as later amended), and the Civil Code (Dz.U. Year 1964 No. 16 Item 93, as later amended).
2. The present Rules are made available free via the website: <http://smart.uni.lodz.pl/regulamin.pdf> - in a form that allows downloading, recording and printing.
3. The present Rules may be changed. The Users shall be notified on amendments to the Rules by a message in the Application. If the User does not accept the changes, they should withdraw from the agreement by uninstalling the Application from their mobile device.