

TERMS AND CONDITIONS OF THE WEBSITE

1. These Regulations define the general conditions, rules and manner the provision of services by INCANA SPÓŁKA AKCYJNA with its registered office in Ścinawa free of charge electronically, via the website the website www.incana.pl (hereinafter referred to as the "Website").

§ 2 Definitions

1. Password - means a string of letters, numbers or other characters selected by the User during Registration on the Website Internet, used to secure access to User Accounts on the Website.
2. User Account - means individual for each User panel, launched on his behalf by the Service Provider, after making by the Registration User and concluding a service contract Maintaining a User Account.
3. Consumer - means a natural person making a deal with an entrepreneur legal action not directly related to its activities business or professional.
4. Entrepreneur - means a natural person, legal person or entity an organizational entity that is not a legal person that the law recognizes legal capacity, conducting business on its own behalf business or professional and carrying out a related legal transaction directly with her business or professional activity.
5. Registration - means an actual act performed in a specified manner in the Regulations, required for the User's use of all functionalities of the Website.
6. Regulations - means these regulations.
7. Website - means the websites at which The Service Provider runs a Website operating in the domain www.incana.pl.
8. Service Provider - means INCANA SPÓŁKA AKCYJNA with its seat in Ścinawa (59-330), ul. Wincentego Witosa 10, NIP: 5472007443, REGON: 072917202, entered in the register of entrepreneurs kept by District Court for Wrocław-Fabryczna in Wrocław, IX Division Commercial Register under the KRS number 0000311708, with a share capital of PLN 1,097,680, fully paid; e-mail: incana@incana.pl, being at the same time the owner of the Website.
9. User - means the entity for which, in accordance with with the Regulations and legal regulations, services may be provided by road electronic.

§ 3 General provisions and use of the Website

1. All rights to the Website, including property rights copyright, intellectual property rights to his name, his domain website, website, as well as patterns, forms, logos posted on the Website (except logos and photos presented on the Website, to which it is copyrights belong to third parties) belong to the Service Provider, and they may only be used in a specified manner and in accordance with the Regulations and with the consent of the Service Provider expressed at writing.
2. The Service Provider will make every effort to ensure that the use of the Website is possible

possible for Internet users with the use of all popular web browsers, operating systems, device types and types of internet connections. Minimum technical requirements the browser that enables the use of the Website Internet version at least Internet Explorer 11 or Chrome 66 or FireFox 60 or Opera 53 or Safari 5 or later, with support turned on Javascript language that accepts cookies and an Internet connection with a throughput of at least 256 kbit / s. The website is optimized for a minimum screen resolution of 1024x768 pixels.

3. The Service Provider uses the mechanism of "cookies", which during using the Website by Users, are saved by the Service Provider's server on the hard drive of the end device User. The use of "cookies" is aimed at correct operation of the Website on Users' end devices. This mechanism does not destroy the User's end device and does not causes configuration changes in end devices Users or the software installed on these devices. Each User can disable the "cookies" mechanism in the web browser of your end device.

The service provider indicates that disabling "cookies" may, however cause difficulties or prevent the use of the Website Internet.

4. In order to use the services provided electronically for via the Website's Website, it is necessary to have by the User of an active e-mail account.

5. The User is forbidden to provide content of a nature illegal and the use of the Website by the User Website, website or free services provided by the Service Provider, in a manner inconsistent with the law, decency or infringing personal rights of third parties.

6. The Service Provider declares that the public nature of the Internet and the use of services provided electronically may involve with the risk of obtaining and modifying Users' data by unauthorized persons, therefore Users should use appropriate technical measures that will minimize the above-mentioned risks. In particular, use anti-virus and security programs the identity of Internet users. The service provider never returns to the User with a request to make it available to him in any form Passwords.

7. It is not allowed to use the resources and functions of the Website Internet in order for the User to conduct business, which would infringe the interest of the Service Provider, i.e. the advertising activity of another trader or product; posting activity content unrelated to the activity of the Service Provider; activities consisting in posting untrue content or misleading.

§ 4 Registration

1. In order to create a User Account, the User is obliged make a free Registration.

2. Registration is necessary in order to use the functionality of the Website Internet.

3. In order to register, the User should complete the registration form made available by the Service Provider on the Website and uploaded completed registration form electronically to the Service Provider by selecting the appropriate function in the form registration. During Registration, the User determines individual Password.

4. When filling out the registration form, the User has the opportunity to read the Regulations, accepting its content via marking of the appropriate field in the form.

5. After sending the completed registration form, the User receives immediately, by e-mail to the postal address electronic activation link provided in the registration form, in order to confirm the Registration of the User Account. Upon activation link by the User, an agreement for the provision of the road is concluded the electronic service of maintaining the User Account, while the User gains access to the User Account.

§ 5 Complaints

1. The User may submit a complaint to the Service Provider in relation to it with the use of services provided electronically by Service provider. The complaint may be submitted, for example, in the form of electronic and sent to the Service Provider's e-mail address: incana@incana.pl. In the complaint, the User is guilty include a description of the problem. The service provider immediately, but not later than within 14 days, it considers complaints and provides answers to the User's e-mail address provided in the application complaints.

2. The service provider does not use out-of-court dispute resolution, referred to in the Act of 23 September 2016, on extrajudicial resolving consumer disputes.

§ 6 Withdrawal from the Agreement

1. A User who is a Consumer who has concluded a contract for the provision of services electronic services, may withdraw from it within 14 days without giving the reason.

2. The period for withdrawal begins from the date of conclusion of the contract for the provision of services by electronic means.

3. The User may withdraw from the contract for the provision of services by road electronically by submitting a declaration of withdrawal to the Service Provider. The declaration may be submitted on the form, the specimen of which has been posted by the Service Provider on the Website's Website at address: Withdrawal form. It is enough to meet the deadline sending the statement before its expiry.

4. In the event of withdrawal from the contract for the provision of services by road electronic, it is considered not included.

§ 7 Free services

1. The Service Provider provides to Users by electronic means free services:

- a) Contact form;
- b) Form for sending a CV;
- c) Contact form for architects;
- d) Maintaining a User Account.

2. The services indicated in §7 para. 1 above are provided 7 days a week, 24 hours a day.

3. The Service Provider reserves the right to choose and change the type, forms, the time and method of granting access to the selected ones services, about which it will inform Users in a manner appropriate to the change Of the Regulations.

4. The Contact Form service consists in sending via the form a message to the Service Provider placed on the Website.

5. It is possible to resign from the free service Contact Form at any time and consists in stopping sending inquiries to Service providers.

6. The Contact Form service for sending a CV consists in sending for using the form on the Website, in the tab: "Job offers" messages to the Service Provider along with an attached CV and / or cover letter.

7. Resignation from the free service. Contact form for sending a CV, it is possible at any time and consists in stopping sending inquiries to the Service Provider.

8. The Contact form for architects service consists in sending a using the form on the News Website to the Service Provider by an architect.

9. Resignation from the free service Contact form for architects, it is possible at any time and consists in stopping sending inquiries to the Service Provider.

10. The User Account Management service is available after making Registration on the terms described in the Regulations and consists of providing the User with a dedicated panel within the Website Internet, enabling the User to modify the data that provided during Registration, as well as the use of other services free of charge, provided electronically.

11. The User who has registered may submit a request to the Service Provider deletion of the User Account. The request to delete the User Account is tantamount to termination of the contract for the provision of services by road the electronic service of Running a User Account, in accordance with §9 Of the Regulations.

12. The service provider is entitled to block access to the services free of charge, if the User acts to the detriment Service Provider, i.e. conducting advertising activity of another trader or product; posting activity content not related to the activity of the Service Provider; activities consisting in posting untrue content or misleading as well as when acting by User to the detriment of other Users, violations by The User of the provisions of law or the provisions of the Regulations, and when blocking access to free services is justified security reasons - in particular: breaking through Website security user or other activities hackers. Blocking access to free services for the aforementioned reasons, it lasts for the period necessary to terminate it the issue on which the access is blocked.

§ 8 Personal data protection

1. The rules for the protection of Personal Data are set out in the Policy privacy.

§ 9 Termination of the contract

1. Both the User and the Service Provider may terminate the contract for the provision of electronic services at any time and without giving reasons, subject to the rights acquired by the other party

before the solution of the above-mentioned the agreement and the provisions below.

2. The parties may terminate the contract for the provision of electronic services by submitting an appropriate declaration of will, in particular at using any means of distance communication in a manner enabling the other party to get acquainted with it.

3. The service provider terminates the contract for the provision of a free service by road electronically by sending an appropriate statement to the User prefers to the e-mail address provided by the User during Registration.

§ 10 Final provisions

1. The Service Provider is liable for non-performance or improper performance of the contract, but in the case of concluded contracts with the Users who are Entrepreneurs, the Service Provider bears liability only in the event of willful damage and in limits of the actual losses incurred by the User being Entrepreneur.

2. The content of these Regulations may be recorded by printing, saving to a medium or downloading at any time from Web page.

3. In the event of a dispute arising from the concluded contract for the provision of services electronic services, the parties will endeavor to resolve the matter amicably. The law applicable to all disputes resulting from these Regulations is Polish law.

4. The Service Provider informs the User who is a Consumer about the possibility of recourse to out-of-court methods of examination complaints and redress. Rules for access to these procedures are available at the offices or on the websites of the entities entitled to out-of-court dispute resolution. They can be in particular, consumer ombudsmen or Provincial Trade Inspectorates, the list of which is available on the website website of the Office of Competition and Consumer Protection.

The service provider informs that at <http://ec.europa.eu/consumers/odr/> the platform is available an online dispute resolution system between consumers and entrepreneurs at the EU level (ODR platform).

5. The Service Provider reserves the right to amend these Regulations. All contracts for the provision of electronic services concluded before the date of entry into force of the new Regulations are implemented on the basis of Of the Regulations, which was in force on the date of conclusion of the contract for the benefit electronic services. The amendment to the Regulations comes into force within 7 days of publication on the Website.

The Service Provider will inform the User 7 days before its entry into force of the new Regulations to amend the Regulations by message sent electronically containing a link to the text the amended Regulations. In the event that the User does not accept the new one the content of the Regulations is obliged to notify about this fact Service Provider, which results in the termination of the contract in accordance with with the provisions of §9.

6. Agreements with the Service Provider are concluded in Polish.

7. The Regulations shall enter into force on January 20, 2021.