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Terms and Conditions of the Use of E-Platform

I. General provisions

1. These regulations define the terms and conditions (further: Regulations) of using the E-Platform which consists of: the E-learning Platform (ELP), the Expert Forum (FE) and the Information Database System (IDS). The E-Platform and all its components are the property of College of Europe Natolin Campus (further: CoEN) created in the framework of the project “E-Platform for Neighbourhood” (further: Project) funded by the European Union and implemented by the CoEN. The E-Platform components and their resources are available at the following Internet addresses:
 - ELP - eplatform.euforneighbourhood.eu,
 - EF - efs.euforneighbourhood.eu,
 - IDS - ids.euforneighbourhood.eu.
2. The terms used herein have the following meaning:
 - Login – an email address provided by a user in the process of registration, necessary for authorized access to the ELP resources and for publishing posts on the EF, defined by a participant in the process of registration
 - Password - secret string of alphanumeric characters, known only to the user, necessary for authorized access to the ELP resources and for publishing posts on the EF, determined by the user during registration or by changing the password
 - Nickname – a string of alphanumeric characters determined by the user during registration used to identify the user on the ELP and the EF
 - Registration - an activity performed by the user to access resources of the ELP and for publishing posts on EF
 - User - a person who gained access to the login zone of the E-Platform through registration
 - Course - e-learning course owned by the CoEN, made available online using the ELP
 - Contents – learning materials and resources available on the ELP
 - E-learning Platform (ELP) – LMS-type information system, providing the Courses, Contents, forum for users, authors of the Courses and Project staff, as well as



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recording the user's learning progress (courses, lessons and tests completed). The users have access to the ELP, Courses and Contents after registration and logging in

- Expert Forum (EF) – a discussion forum type information system, used to carry out discussions related to the theme of the Project and moderated by the Project staff. The users may publish posts on EF after registration and logging in
 - Resources – all resources made available by the CoEN on the E-Platform components including Courses, Contents, content published on EF as well as resources included in IDS
 - Information Database System (IDS) – database-type information system providing the electronic resources related to the theme of the Project. There is no need to register and to log in to use the resources of IDS
 - Forms – the registration form and user profile form available on ELP used by CoEN for the collection of data from the users
3. When used in the Regulations, the “E-Platform” means all of its components, i.e. ELP, EF, IDS together, in any combination with each other, or any of them individually.

II. Principles of using the E-Platform and Resources

1. Use of the E-Platform and Resources is free of charge. The user bears the cost of his/her Internet connection to the E-Platform and the Resources.
2. Obtaining access to ELP, Courses and Contents, as well as to publication of posts on the EF requires registration, including: defining the Login, Password and Nickname. The registration is refused if the provided login is already registered.
3. The CoEN may refuse to register a person, or ban a registered user, in cases of violations of legal rules and regulations, good manners or these Regulations.
4. Upon completion of the registration process, at any time, the user may change the password through the password recovery option.
5. The user must log in to the E-Platform i.e. provide Login and Password in order to have access to Courses and Contents made available through the ELP as well as access to publication the posts on EF.
6. Access to a Course requires the user's enrolment in the Course.
7. By placing his/her comments and opinions, photos and other materials, the user agrees to record and publish their content by CoEN on the ELP and EF, and mark them with the Login and Nickname of the user. Only the Nickname of the user is available to other users.



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8. When using the E-Platform and Resources, no software or other content, except cookies, is installed on the user's device without his/her knowledge.
9. The E-Platform uses cookie files. Cookie files (so-called "cookies") are computer data, in particular text files, that are stored on the user's device. Cookies are used by the E-Platform to maintain a user's session. In order to permit the user to log in, the cookies have to be enabled on the web browser used to access the E-Platform.
10. At any time, the user can to opt out of E-Platform by sending an email with resignation to the CoEN email address: contact@euforneighbourhood.eu.

III. Responsibilities of the user

1. The user is obliged to use the E-Platform and Resources in a manner consistent with applicable law, social and moral norms, and the provisions of these Regulations.
2. By filling the Forms, the user confirms the authenticity and accuracy of data contained in the Forms, and consents to the provisions of these Regulations, recognizing their binding character.
3. The user is obliged, in particular:
 - a. to provide true and accurate data in Forms,
 - b. to notify CoEN of any irregularities in the work of the E-Platform, its defects and gaps in access to the Resources,
 - c. to protect and not to disclose to third parties the Login and Password.
4. The user may not transfer any rights and obligations arising from registration on the E-Platform to third parties.

IV. Removing the user's login and other restrictions on access to E-Platform and Resources

1. CoEN is authorized to remove Login, temporary or permanently blocking the user's possibility to access the E-Platform and Resources or otherwise restrict access to them, if:
 - a. the user fails to log on to the E-Platform for a period of 360 consecutive days,
 - b. the user uses the account in violation of the law or these Regulations,
 - c. the Login or Nickname is an expression commonly considered as offensive or inconsistent with the principles of morality,



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- d. the user's posts on the EF and ELP forum include expressions generally considered offensive or contrary to morality, including netiquette,
 - e. the CoEN received information about a possible security incident, including due to computer viruses or other malicious software.
2. The CoEN is not obliged to inform the user of the circumstances causing the Login removal or restriction of access to the E-Platform and Resources.
 3. The user may not re-activate a deleted Login or restore data and information previously saved by the user on the E-Platform.
 4. After removing a Login, the CoEN reserves the right to allow another user to use the previously removed Login.

V. Responsibility

1. Unless otherwise specified, the E-Platform, Courses and Contents are the property of the CoEN and are covered by the protection conferred by the *Act of 4 February 1994. on Copyright and Related Rights* in force in Republic of Poland.
2. The information contained in the Courses and the Contents is for education and for informational purposes only.
3. The authors of Courses, Contents and any information published on the E-Platform have made every effort to ensure that they comply with the law. However, the information provided are not a source of law, the official interpretation of the law, and are not the official position of the competent authority or authorities. Moreover, the information provided may in no way be taken to reflect the views of the European Union.
4. The CoEN reserves the right to make changes in Courses and Contents and other resources of the E-Platform without prior notice to the users.
5. The CoEN reserves the right, at its own discretion: to remove from the E-Platform, or to deny access, either temporarily or permanently, to any Course or Contents, as well as to resources placed by the CoEN on the E-Platform.
6. The CoEN cannot be held liable for:
 - a. damage arising from the use or inability to use the E-Platform and Resources, as well as resulting from the direct or indirect use of the information contained therein into practice,
 - b. actions of third parties that support the user's hardware and software to ensure proper and uninterrupted operation of the Internet and device,



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- c. damages resulting from damage to the user's device or his/her data resources in the course of, or in connection with, the use of the E-Platform and Resources, in particular due to computer viruses entered into the user's system,
 - d. cases of non-availability of the E-Platform and Resources arising in connection with a failure of the system of telecommunications and/or from other consequences of a malfunction of telecommunications connections and the resulting damage, regardless of the cause.
7. Using the E-Platform and Resources is solely at the risk of the user and at his/her expense associated with the connection to the Internet. The CoEN does not guarantee a non-defective and uninterrupted access to the E-Platform and Resources.
8. The CoEN does not guarantee that the information transmitted via the Internet to reach the user is faultless, complete and in full form. The CoEN is also not responsible for damages caused by malfunction of the transmission system, including device failures, delays and disruptions of the information transmission.
9. The user shall be liable in relation to the CoEN and third parties for:
 - a. the information and content published by the user on E-Platform,
 - b. damage resulting from disclosure to unauthorized persons of the user's Login and Password.

VI. Information about the users

1. By accepting the provisions of these Regulations, the user agrees to:
 - a. processing of data provided by the user in the Forms and obtained by the CoEN during his/her use of the E-Platform, Courses and Content within the meaning of the *Act of 29 August 1997 on the Protection of Personal Data* in force in Republic of Poland,
 - b. receive information related to participation in the Courses and to the use of the E-Platform and Resources,
 - c. the CoEN's corrections of minor bugs or obvious clerical errors in the data entered by the user, in particular errors such as the so-called 'typos' in the name of the user or a town or city.
2. The user data obtained during his/her use of the E-Platform and Resources, including the data listed in the Forms, will be used by the CoEN solely for the purpose of implementation of the Project and for statistical and research purposes.



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3. The information and data entered by the user in the Forms are used to provide access to the E-Platform and Resources, and are not disclosed to third parties, except in cases where such disclosure is required by law.

VII. Face-to-face sessions in Poland

The rules and conditions of participating in face-to-face sessions in Poland are covered by a separate document “Terms and Conditions of Participating in Face-to-Face Sessions in Poland” which is available on the E-Platform.

VIII. The copyright to the content entered by the users

1. The CoEN does not claim intellectual property rights to the content entered by the user of the E-Platform, in particular content entered on the Expert Forum or ELP forum. This content remains the property of the user and may be removed by him/her alone after logging into the E-Platform.
2. The user agrees to any publication of the contents s/he provided on the E-Platform for purposes of best practices promotion.
3. The CoEN is authorized to carry out activities referred to in point 2 above, at its sole discretion.

IX. Citations policy

1. The content available on the E-Platform and in the Resources, especially Courses and Contents, may be cited in accordance with generally binding rules, so-called “the rule of quote”, in accordance with Article. 29 paragraph. 1 of the Act on Copyright and Related Rights.
2. The minimum designation of source of the cited content is considered to indicate: full name of the CoEN, the name of the Project, the address of the content - ELP, EF or IDS and the date of access.



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X. Final Provisions

1. These Regulations come into force on 1 March 2016.
2. The CoEN reserves the right to make changes in these Regulations at any time.
3. Any changes made to these Regulations become effective upon their publication on the E-Platform components websites: eplatform.euforneighbourhood.eu, efs.euforneighbourhood.eu and ids.euforneighbourhood.eu.
4. In matters not regulated by the provisions of these Regulations, the Polish law is applicable.

Any disputes will be settled by the court competent for the seat of the CoEN.