



## REGULATIONS OF PROCEDURE FOR THE TRANSMISSION OF INFORMATION WITHIN THE PROJECT SUNFLOWERS

### § 1. Service

1. The owner of the website <https://projectsunflowers.org> ("Service") is the Foundation Sunflowers with its registered office in Warsaw, Poland, at Siedmiogrodzka street 5/51, 01-204 Warsaw, entered in the Register of Associations, Other Social and Professional Organisations, Foundations and Independent Public Health Care Institutions of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register, under number KRS 0001019393, NIP 5273044660, e-mail: [contact@projectsunflowers.org](mailto:contact@projectsunflowers.org) (the "Foundation").
2. The Foundation is the initiator of the Project Sunflowers, under which it makes it possible to send information to the Foundation about evidence and victims of crimes committed in Ukraine as of 24 February 2022 for transmission to authorised law enforcement and justice authorities upon their request (the "Project") via a dedicated form (the "Form") and to register and maintain an account for the submission of Forms.
3. A Service Recipient is any individual who uses the Service and the facilities necessary to provide information to the Project ("Service Recipient").

### § 2. Regulations

1. These Regulations ("Regulations") set out the terms, scope and conditions for the provision of information by the Service Recipient under the Project, including:
  - a. the terms and conditions for the conclusion and termination of the agreement for the provision of electronic services necessary for the transmission of information within the Project and the terms and conditions for their provision,
  - b. rules for filing and handling complaints,
  - c. principles of the Foundation's liability in respect of electronic services necessary for the transmission of information within the framework of the Project.
2. In order to transmit information within the Project, the Service Recipient is obliged to read the Regulations and the [Privacy Policy](#).
3. Regulations are made available free of charge through the Service, in a way that allows obtaining, reproducing and recording the content of the regulations by means of tele-information system used by the Service Recipient.

### § 3. Technical conditions

1. The minimum technical requirements for the transmission of information within the Project are:
  - a. use of a device that communicates with the Internet,
  - b. an installed and up-to-date operating system on the device,
  - c. an updated web browser,
  - d. stable internet connection,
  - e. an active e-mail account.
2. The Foundation is not a provider of data or telecommunications services. All costs related to data transmission services or telecommunication services required to use the Service and transmit information within the Project shall be borne solely by the Service Recipient on the basis of separate agreements concluded by the Service Recipient with providers of the aforementioned services.

### § 4. Submission of notifications within the Project Sunflowers

1. In order to register an account and to be able to submit a Form, the Service Recipient is required to:
  - a. declare his/her wish to be contacted by the Foundation in order to be able to submit a Notification, by means of the form available after clicking on the "Submit Notification" button or an identical one on the Service;
  - b. be verified by the Foundation,
  - c. then activate the account on the Service by means of an activation link sent in an email to the email address provided by the Service Recipient.
2. The use of the electronic services necessary to submit the Form is free of charge.
3. The transmission of information within the Project is possible 24 (twenty-four) hours a day, 7 (seven) days a week, at the request of the Service Recipient.
4. The conclusion of the contract for the use of electronic services between the Service Recipient and the Foundation for the transmission of information within the Project occurs when:
  - a. activation of the account on the Service by clicking on the activation link - with regard to the service of registration and maintenance of the Account;
  - b. starting to fill in a Request after reading the dedicated information and clicking on the button "I want to fill in the Form" or the same.
5. In order to submit information to the Project, the Service Recipient must provide the mandatory data required. The provision of other data not marked as required is voluntary.
6. The submission of the Form is conditional on:
  - a. acceptance by the Service Recipient of the Regulations,
  - b. a declaration by the Service Recipient that the data provided is true,
  - c. if special categories of personal data are provided, consent to the processing of such data by the Foundation by indicating the relevant consent below the Form. Your consent is voluntary, but failure to do so will prevent you from submitting the Form,
  - d. read the information clause.
7. A Service Recipient may submit more than one Form under their account.
8. The Form uses an autosave mechanism and the Foundation allows the Service Recipient to save the form at any time using the "Save" button. The Foundation is entitled to direct an email to the email address of the Service Recipient 6 months after saving the Form, if it has not been sent to the Foundation, with a reminder to submit it. After this time, if the Service Recipient wishes to submit information as part of the Project, they will have to complete the Form from the beginning.
9. The contract for the use of Electronic Services is concluded for an indefinite period of time.
10. Agreements for the provision of Electronic Services are concluded in Polish or in another language provided by the Foundation, the choice of which is made by the Service Recipient.
11. The Service Recipient may terminate the agreement for the provision of Electronic Services at any time:
  - a. for account maintenance by sending such information to the Foundation at the e-mail address: [contact@projectsunflowers.org](mailto:contact@projectsunflowers.org)
  - b. for using the Form by logging in to the Service and selecting the "Withdraw Form" option and then following the instructions provided.
12. The Foundation is entitled to terminate the Agreement at any time in the event that the Foundation ends its operations and services related to the Project, including the submission of Forms. In addition, the Foundation may terminate accounts that have not submitted a Form for a period of 6 months after the account has been activated, and such action does not require prior notice. In this case, the Service Recipient wishing to submit information under the Project in the future will have to fulfil again the conditions set out in § 4.1 of the Regulations.

#### **§ 6. Service Recipient's obligations**

1. The Service Recipient is obliged to use the Service and provide information on the Project in a manner consistent with the law and the Regulations, including:
  - a. use the Service in a manner that does not violate the rights of third parties, good practice or the law,
  - b. not include in the Form any misleading or unlawful content,
  - c. to use the services and the Service in a manner that does not interfere with their functioning,
  - d. not to transmit data, including personal data of third parties, without an appropriate legal basis, including the consent of such third parties.
2. The Foundation informs that the public nature of the Internet and the conclusion of contracts for the use of the services in order to transmit information within the framework of the Project, may involve the standard risks resulting from the use of the Internet, including the threat of obtaining, appropriating or modifying the Service Recipient's data by unauthorized persons. Consequently, the Service Recipient should use appropriate technical measures to minimise the risk, including anti-virus or identity protection software for Internet users.

#### **§ 7. Liability of the Foundation**

To the extent permitted by law, the Foundation shall not be liable for:

- a. acts and omissions of telecommunications operators and service providers used by the Service Recipient to access the Service and services,
- b. breaks or hindrances to the access to the Service and services caused by necessary technical interruptions, failures of telecommunication links or caused by vis maior,
- c. the Service Recipient's acts contrary to the Regulations, including damages caused to third parties as a result of the Service Recipient's use of the services contrary to the Regulations and the law,
- d. false data provided by the Service Recipient in the course of providing information within the framework of the Project, including towards third parties whose data was provided by the Service Recipient.

#### **§ 8. Complaints**

1. In matters related to the provision of services necessary for the transmission of information under the Project, the Service Recipient has the right to lodge a complaint. The complaint should contain at least the following information: name and surname of the Service Recipient, e-mail address of the Service Recipient, description of the circumstances justifying the complaint.
2. If the complaint does not contain the data indicated in para. 1 above, the Foundation is entitled to call on the Service Recipient to supplement the data. If the data is not completed, the complaint cannot be recognised by the Foundation.
3. Complaints can be addressed to the Foundation's address, i.e. Foundation Sunflowers with its registered office in Warsaw, Poland, at Siedmiogrodzka Street no. 5/51, 01-204 Warsaw, with the annotation "Complaint" or to the e-mail address: [contact@projectsunflowers.org](mailto:contact@projectsunflowers.org)
4. Complaints will be considered by the Foundation within 14 days of receipt. The Foundation will inform about the manner of complaint consideration in a manner corresponding to the manner of complaint submission.

#### **§ 9 Final provisions**

1. The Foundation is the administrator of personal data provided in connection with the provision of information as part of the Project in accordance with the [Privacy Policy](#).
2. The Foundation is entitled to make changes to the Regulations for important reasons, in particular in the case of changes in the conditions of providing services necessary for the transmission of information as part of the Project, their suspension or termination in whole or in part, as well as in the case of changes in the law in the scope that affects the implementation of the provisions of the Regulations. Any changes to the Regulations are effective 14 days after the date on which the Service Recipient is informed of the planned change to the Regulations.
3. The law applicable to the obligations arising from the Regulations shall be Polish law and any disputes shall be settled by the competent Polish common courts.
4. In matters not covered by the Regulations, the provisions of Polish law shall apply, in particular the Act on Consumer Rights and the provisions of the Civil Code.
5. The Service Recipient who is a consumer has the possibility to use out-of-court ways of dealing with complaints and claims. Disputes concerning agreements concluded via the Internet may be resolved through mediation proceedings before the Provincial Inspectorates of Trade Inspection or through an arbitration court at the Provincial Inspectorate of Trade Inspection. The consumer can also use other methods of out-of-court dispute resolution and, for example, submit his/her complaint via the EU ODR online platform, available at: <http://ec.europa.eu/consumers/odr/>
6. The Regulations enter into force on 5 July 2023.