

§1

For the purposes of these Regulations, the terms used shall mean, as appropriate:

1. **Work** or book - the subject of copyright within the meaning of Article 1(2)(1) of the Copyright and Related Rights Act of 04.02.1994.
2. **Publication** – an electronic, audio or audio-visual form of a work that allows you to view, read, listen or play on the final device or through e-platform;
3. **e-platform** – electronic platform owned and administered by Helion, through which User can use the resources of BIBLIO ebookpoint;
4. **BIBLIO ebookpoint** – Digital Online Library - a set of technical tools functioning within biblio.ebookpoint.pl, administered by Helion, and enabling Helion to run the process of access to the platform ebookpoint.pl;
5. **Customer** – public institutions, schools, high schools, businesses employing workers, training companies, with exception of natural persons not interested in business activities, that are interested in paid access to Publication/item with the possibility to share the access to Users;
6. **User** – a person who uses resources of BIBLIO ebookpoint and is a scientific worker, a student, a library reader, as well as other employees or associates under commercial agreement with Customer;
7. **Regulations** – these terms and conditions;
8. **Administrator ("Helion")**:
 - Helion.pl Limited company based in Gliwice, Kościuszki Str. 1c , entered in the Business Register by National Court in Gliwice, 10th Economic Department of National Court Register under number 0000334945, tax number 631-259-54-14, National Business Registry Number 241267989, or
 - Helion B2B Limited company based in Gliwice, Kościuszki Str. 1c., entered into the National Court Register kept by the District Court in Gliwice, 10th Department of National Court Register under number 0000334945, tax number 631-259-54-14, National Business Registry Number 241267989, e-mail biblio@ebookpoint.pl, telephone number +48 32 230 98 63.
9. **GDPR** - Regulation of the European Parliament and Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, as well as repealing of Directive 95/46 / WE.

§2

1. These Regulations define the terms and conditions of cooperation between Customer and Helion in the scope of sharing Publications offered by Helion to Customer and Users via e-platform, as well as conditions of using resources of e-platform by User. The condition for using e-platform is a current subscription of e-platform resources paid by Customer and acceptance of the provisions of these Regulations.
2. Internet connection is required in order to use e-platform.
3. For a flawless use of e-platform User must have a final device with an installed Internet browser, which enables displaying HTML (e.g. Internet Explorer, Firefox, Safari, Chrome), a sound card and speakers or headphones or a dedicated video player.
4. In case when a specific service involves meeting additional technical requirements, they will be particularly specified on the subpage describing the service.

5. In order to ensure convenient (no need for authorization) and safe access to e-platform, Customer will specify the range of IP addresses from which access to the system will not require authorization.
6. The access to e-platform may be extended beyond Customer's internal network, once prior agreement with Helion on the method of authorization has been determined.
7. In the event of loss of User's rights to use e-platform or in the event of any abuse, Customer undertakes to immediately block the Account.
8. User acquires access to resources of e-platform only through Customer, who is responsible for providing User with appropriate codes or tools of access to e-platform. Helion does not grant individual access to e-platform at User's request.

§3

1. Helion guarantees access to categories of Publications ordered by Customer and publications chosen from other categories of e-platform, for a pool of IP addresses and Customers using e-platform beyond Customer's internal network once Helion has agreed on the conditions.
2. In the event of temporarily unavailable Publications in categories chosen by Customer or publications in other ordered categories, Helion will provide access to Publication, if User submits order ("order in the library") from their account on e-platform in the library BIBLIO - ebookpoint.pl.

§4

1. All digital, audio, audiovisual content, including texts, graphics, logotypes and software shared with User is the property of Helion, or Helion is duly entitled to use it and is protected by applicable laws, therein copyright and related laws, as well as industrial property law.
2. Customer and User are obliged to use e-platform only in accordance with these Regulations and applicable law.
3. Customer undertakes not to make any attempts to infringe copyright and related laws, personal properties and other laws, particularly by attempts of security breach, unauthorized access to e-platform or other infringements.
4. User is not entitled to:
 - a) modify, rent, lease, sell, distribute, engineer or reverse assemble, or otherwise discover the code, or create derivative works from the content, unless clearly permitted by Helion or third parties, or within the permitted personal use,
 - b) use, copy or imitate any trademark, industrial design, business companies or product names, unless clearly permitted by Helion or third parties, or within the permitted personal use,
 - c) remove, hide or alter copyright notices and trademarks that are property of Helion or other companies.
5. If it becomes aware that despite the statements made, infringement of copyright or related rights, personal rights or other legal provisions has occurred or may have occurred, Helion has the right to suspend the use of e-platform in order to take steps to clarify the situation. In this case, Customer is not entitled to a refund or any other form of compensation.

§5

1. For providing and use of Publication, Customer undertakes to pay an annual subscription (for the next 365 days) or a multiple of the annual subscription which depends on the selected time of access to e-platform, the number of selected individual titles of Publication and simultaneous access to individual titles, whereby the amount of the annual subscription fee will be agreed with Customer each time at the stage of placing the order.
2. At any time during the term of the contract, Customer may extend the scope of available categories of Publications or place orders for selected Publications by placing an appropriate order to extend the package or order of Publication, after each individual fee arrangement.

§6

User has the right to submit complaints in matters related to the implementation of access to e-platform. Complaints should be reported directly to Customer.

§7

1. Using e-platform, User provides personal data on their own and voluntarily in the following areas: name and surname, e-mail address, IP data in the e-platform registration form. Providing personal data by User is voluntary, but the lack of data will prevent the order from being processed. The legal basis for processing by Administrator is the necessity of processing to perform the contract (Article 6 (1) (b) of the GDPR), and in the scope of optional data - the legal basis for processing is consent (Article 6 (1) (a) of the GDPR).
2. e-platform also processes Users' data:
 - a) for analytical and statistical purposes - the legal basis for processing is Administrator's legitimate interest (Article 6 (1) (f) of the GDPR), consisting in conducting analysis of Users' activity on e-platform and the way of using the account, as well as their preferences, in order to improve applied functionalities,
 - b) in order to potentially establish, investigate or defend against claims - the legal basis for processing is the legitimate interest of Administrator (Article 6 (1) (f) of the GDPR) consisting in the protection of its rights,
 - c) for marketing goals of Administrator and other entities - the legal basis for processing is the Administrator's legitimate interest (Article 6 (1) (f) of the GDPR) consisting in the protection of their rights,
3. The administrator of personal data is Administrator (according to the presentation of the parties). Personal data is protected in accordance with applicable law, and since the issue date in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and according to the legal acts that Administrator will implement.
4. Users have the right to view, correct, and request that their personal information be limited or deleted. Users also have the right to object to the processing of their data, as well as to request the transfer of their data.
5. Users may at any time withdraw their consent to further processing of their personal data. The withdrawal of consent shall not affect the lawfulness of the processing which has been granted on the basis of prior consent.
6. Users have the right to bring a complaint against processing of User's data by Administrator to the Chief of Office for Protection of Personal Data.

7. Users may further consent to processing of User's personal information in respect of: Email address, name, telephone number and date of birth for marketing purposes by Administrator and other affiliates in order to inform them of new goods, promotions and services available on the e-platform, including in particular in the form of Newsletter. Users may withdraw this consent at any time. The withdrawal of consent shall not affect the lawfulness of the processing which has been granted on the basis of prior consent.
8. User may consent to receive messages from e-platform on provided email address with request to review purchased Goods. User can withdraw the consent at any moment. The withdrawal of consent shall not affect the lawfulness of the processing which has been granted on the basis of prior consent.
9. In order to facilitate the use of e-platform, e-platform mechanism uses technology known as cookies - information which is stored by e-platform server on User's computer.
Cookies do not seek any information about visitors of e-platform or track their navigation. Users can disable the option of accepting cookies at any time in their Internet browser. However, this may cause some difficulties in using e-platform. The specific rules for the operation of cookies can be found in our [Privacy policy](#).
10. Administrator will store User's personal data:
 - a) if Administrator processes personal data on the basis of consent, the processing period lasts until the consent is withdrawn by User,
 - b) if Administrator processes personal data on the basis of legitimate interest of the administrator of data, the processing period lasts until the termination of the above-mentioned interest (e.g. the limitation period for civil law claims) or until the data subject objects to further processing - in situations where such objection is permitted under the law,
 - c) in the event that Administrator processes personal data, due to applicable law, the periods of data processing for this purpose are determined by these Regulations.
11. Details of the User's data protection can be found in [Privacy policy](#).

§8

1. These Regulations shall enter into force immediately.
2. Helion reserves the right to amend the Regulations. The new Regulations shall enter into force no less than 14 days after publication.

§9

The relevant laws, including the Civil Code, the Copyright and related Rights Act, will apply to disputes and disputes not covered by this Agreement.

In case of doubt or dispute, the provisions of Regulations of using in the Polish language as the applicable official language in Poland shall prevail and its provisions are binding on the above language version.

Gliwice, April 01, 2020.