

TERMS OF USE OF THE COPERNICUS TRAIL MOBILE APPLICATION AND WEBSITE

<http://szlak.kopernikowski.uwm.edu.pl/en/>

1. General provisions

These Terms set out the rules for the use of the Copernicus Trail mobile application and the website available at

<http://szlak.kopernikowski.uwm.edu.pl/en/>, hereinafter jointly referred to as the “Service”.

The Service is provided by Uniwersytet Warmińsko-Mazurski w Olsztynie, with its registered seat at ul. Michała Oczapowskiego 2, 10-719 Olsztyn, NIP: 739-30-33-097, REGON: 510884205, contact e-mail: rafal.kazmierczak@uwm.edu.pl, hereinafter referred to as the “Service Provider”.

These Terms are made available free of charge in a manner enabling their acquisition, reproduction, and storage.

Use of the Service constitutes acceptance of these Terms.

2. Nature of the Service

The Service is informational and functional in nature.

The Service is provided free of charge.

Use of the basic functions of the Service does not require the creation of a user account or logging in.

The user cannot publish their own content within the Service, unless the Service Provider expressly enables such functionality in the future.

3. Technical requirements

In order to use the Service properly, the following are necessary:

- a) a mobile device with Android or iOS, or a device with access to an up-to-date web browser
- b) an active Internet connection
- c) for selected functions – location services enabled on the device and the granting of the required system permissions

The Service Provider uses due care to ensure that the Service operates on a continuous basis; however, uninterrupted availability at all times is not guaranteed.

The Service Provider reserves the right to temporarily limit the availability of the Service for technical, maintenance, security, or development reasons.

4. Rules for using the Service

The user undertakes to use the Service in accordance with its intended purpose, these Terms, and applicable law.

The following are prohibited:

- a) undertaking actions that may disrupt the operation of the Service
- b) supplying unlawful content to the Service
- c) attempting to gain unauthorised access to the Service Provider's technical infrastructure
- d) using the Service for purposes contrary to law or accepted standards of conduct

The user acknowledges that some functions of the Service may depend on data from third parties, the quality of the Internet connection, the device settings, or the availability of the location signal.

5. Geolocation

Selected functions of the Service may use the user's device location data only after the relevant consent or permission has been granted in the device's operating system.

Providing location data is voluntary; however, refusal may limit the operation of functions dependent on the user's location.

The application does not use background location unless expressly stated otherwise within the Service or in the Privacy Policy.

Detailed information on the processing of location data is set out in the Privacy Policy.

6. Liability

The Service Provider uses due care to ensure that the information and functions available within the Service are reliable, up to date, and useful; however, it does not guarantee their full completeness or suitability for the user's individual purposes.

The Service Provider shall not be liable for:

- a) disruptions in the operation of the Service resulting from causes beyond the Service Provider's control
- b) improper operation of the Service caused by the user's failure to meet the technical requirements

- c) the effects of inaccurate location data provided by the device
- d) interruptions in availability resulting from maintenance activities, updates, or force majeure

Nothing in these Terms excludes or limits the Service Provider's liability where such exclusion or limitation would be impermissible under applicable law.

7. Intellectual property

All rights to the elements of the Service, including the name, word marks or graphic marks, interface layout, content, graphics, databases, source code, or parts thereof, are vested in the Service Provider or relevant third parties and are protected by law.

Use of the Service does not mean that the user acquires any rights to any works or other protected elements.

Without the Service Provider's prior consent, copying, distributing, or otherwise using elements of the Service beyond the permitted use resulting from applicable law is prohibited.

8. Complaints and contact

The user may submit questions, comments, and complaints regarding the operation of the Service to the following e-mail address:
rafal.kazmierczak@uwm.edu.pl.

A complaint should include at least:

- a) a description of the problem
- b) the date on which it occurred

- c) the contact details of the person submitting the complaint, if an individual response is to be provided

Complaints shall be considered without undue delay, no later than within 14 days of their receipt, subject to cases requiring additional clarification.

9. Personal data protection and cookies

The rules for the processing of personal data are set out in the Privacy Policy.

The rules for the use of cookies and similar technologies in the web part of the Service are set out in the Cookie Policy.

10. Amendments to the Terms

The Service Provider may amend these Terms in the event of:

- a) changes in law
- b) changes to the functionality of the Service
- c) changes to the Service Provider's details
- d) the need to improve security or remove ambiguities

The amended Terms shall be published within the Service together with the effective date.

Amendments to these Terms shall not infringe users' acquired rights under mandatory provisions of law.

11. Final provisions

In matters not regulated by these Terms, the relevant provisions of Polish law and European Union law shall apply.

These Terms shall enter into force on 23 April 2026.