



TERMS OF WEBSITE USE

TERMS OF USE

This page sets out the terms of use (hereinafter referred to as the "Terms of Use") of our website www.orbitvufashionstudio.com (the "Website") by all website visitors (hereinafter referred to as the "Users"). Please read the Terms of Use carefully before using the Website as they contain important information about your rights and obligations. Your use of the Website indicates that you accept these Terms of Use and agree to comply with them. If you do not agree with these Terms of Use, please refrain from using the Website.

INFORMATION ABOUT US

www.orbitvufashionstudio.com is a website operated by our company Orbitvu Sp. z o.o. (hereinafter referred to as "Orbitvu"). Orbitvu is a company registered in Poland in the Register of Entrepreneurs (rejestr przedsiębiorców) kept by the District Court in Gliwice, 10th Commercial Division of the National Court Register (Sąd Rejonowy w Gliwicach, X Wydział Gospodarczy Krajowego Rejestru Sądowego) under KRS number: 0000366154, having its registered office and its principal place of business at the address: Sienkiewicza 48, 42-600 Tarnowskie Góry Street and using NIP number: 6452515131 and REGON number: 241721595.

ACCESS TO THE WEBSITE

Access to the Website is permitted on a temporary basis and Orbitvu reserves the right to change or withdraw the Website without prior notice to Users. Orbitvu shall not be liable in the event that for any reason the Website is unavailable at any time or for any period. If the User wants to protect himself against loss of content from the Website, he should make a copy of it himself.

If the User chooses or receives a user identification code, password or or any other piece of information as part of our security procedures (if such options are available), this information should be treated as confidential and must not be disclosed to third parties. Orbitvu has the right, at any time, to deactivate the user identification code or password, regardless of whether it was selected by the User himself or assigned to him by Orbitvu, if, in the opinion of Orbitvu, the User has violated any of the provisions of the Terms of Use. It is the User's responsibility to make all arrangements necessary to have access to the Website. The User also ensures that all persons who access the Website through his Internet connection are aware of the Terms of Use and agree to comply with them.

INTELLECTUAL PROPERTY RIGHTS

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You may not use all or any part of the materials on the Website for commercial purposes without prior written consent from Orbitvu. If you have printed, copied or downloaded any Website content in violation of the Terms of Use, your right to use the Website will be immediately suspended and Orbitvu will additionally decide whether you will be obliged to return or destroy any or all copies you have made.

Using materials from the Website in a manner inconsistent with the Terms of Use may also expose you to civil (compensation) and/or criminal liability for infringement of intellectual property rights.

INFORMATIVE NATURE OF THE WEBSITE CONTENT

The content of the Website is solely for general information about Orbitvu and its products and is not intended to directly conclude, change or terminate any legal relationship. In particular, they do not constitute a binding offer within the meaning of the Polish Civil Code.

Users wishing to use the Website for purposes other than obtaining general information about our company and products should contact Orbitvu by any means including using contact forms available on the Website.

Due to the general nature of the information available on the Website and rapid development of the products offered by us, we do not guarantee that such information is always up-to-date, complete, accurate or appropriate. For this reason, Orbitvu shall not be liable for any damages incurred by the Users in connection with the use of information from the Website, if such information has not been directly confirmed by Orbitvu to the User (including by e-mail through the Website).

UPLOADING CONTENT TO THE WEBSITE

Any content uploaded by you to the Website (if such option is available on the Website) will be considered legally owned by you, non-confidential and non-proprietary. Orbitvu has the right to use, copy, distribute and disclose it to third parties for any purpose. The User makes it available voluntarily, and Orbitvu is not obliged to pay any remuneration to the User or any third parties related to the use of the content. Orbitvu is not obliged to verify and moderate such content. Orbitvu shall not be liable to third parties in connection with the content (including its accuracy or completeness) uploaded to the Website by you or other Users of the Website. In the event that any material posted by the User on the Website infringes the intellectual property or privacy of any third party,

Orbitvu has the right to disclose the User's identity to such third party. The User hereby undertakes to indemnify Orbitvu against any claims of third parties in connection with



Orbitvu's use of the content uploaded by the User to the Website, and to cover in full any Orbitvu's costs of any remuneration, compensation or indemnification awarded or agreed upon, as well as to remove the effects of the infringement and to satisfy other legitimate claims of Orbitvu and to cover the resulting costs, including the costs of legal services related thereto, in accordance with generally applicable laws in this respect.

Orbitvu has the right to delete any material or entry made available by the User on the Website if, in the opinion of Orbitvu, it does not comply with the Terms of Use, applicable laws, good manners or internal regulations of Orbitvu.

VIRUSES, HACKING AND OTHER VIOLATIONS

It is prohibited to misuse the Website by knowingly introducing viruses, Trojan horses, computer worms, logic bombs or other material which is malicious or technologically harmful. You are prohibited from attempting to gain unauthorized access to the Website, the server on which our Website is hosted or to servers, computers or databases connected to the Website. It is prohibited to attack the Website by means of a "denial of service" (DoS) or „distributed denial of service" (DDoS) attack.

By breaching this provision the User may expose him to civil (indemnification) and criminal liability (criminal offence) under the relevant applicable laws.

Orbitvu shall be entitled to report the violation to the relevant law enforcement authorities and disclose the identity of the attacker. In the event of such a breach, the User's right to use the Website will cease immediately

Orbitvu shall not be liable for any loss or damage caused by a DDoS attack, viruses or other technologically harmful materials that may infect your computer equipment, computer programs, data or other proprietary materials as a result of the use of the Website or downloading of any materials published on it or on other websites linked to it.

LINKS ON OUR WEBSITE

Links on our Website to other websites and resources provided by third parties, are made available for information purposes only. Orbitvu has no control over the content of these websites or resources and is not responsible for them or for loss and damages that may arise from the use of these websites or resources.

LINKS TO OUR WEBSITE

The User may create links to our Website provided that this is done in a fair and legal manner and does not damage our reputation or take advantage of it. Such links may in no way suggest any form of association, approval or endorsement on Orbitvu's part where none exists or Orbitvu does not want to disclose it.

The website from which the User is linking must comply in all respects with these Terms of Use.

If, in the opinion of Orbitvu, a link to the Website created by the User violates these Terms of Use, the User is obliged to remove it as requested by Orbitvu.

If the User wants to use the Website in any other way than described above, he should contact Orbitvu for this purpose (e.g. by e-mail).



PERSONAL DATA, COOKIES AND PRIVACY POLICY

If the data provided by the User via the Website are personal data (e.g. the identification data of the User given through the contact forms available on the Website), they are protected by the laws and regulations set forth in the Orbitvu Privacy Policy (available on the Website and contact forms therein).

Orbitvu emphasizes that the Users' data are treated as confidential and are protected by IT, technical, organizational and legal means against unauthorized disclosure and use. In particular, the data will not be transferred to other persons and entities for advertising or commercial purposes.

Orbitvu informs that the Website uses cookies and local storage files in order to ensure efficient operation of the Website, its display according to the User's individual preferences as well as to observe traffic on the Website for statistical purposes. When entering the Website, the User is asked for permission to use cookies and is informed about how to manage these files on his computer.

CONSUMER REGULATIONS

Orbitvu's products and services are designed for entities conducting business or professional activities (companies, entrepreneurs, freelancers). The website is not intended for consumer purposes. Provisions concerning protection of consumer rights do not apply to the use of the Website by such persons.

However, if the User of the Website is a consumer and these Terms and Conditions would be inconsistent with consumer protection regulations in some part, then such regulations shall apply in this part.

APPLICABLE COURTS AND LAWS

The court having jurisdiction over all claims arising out of or relating to the use of the Website shall be the Polish court (jurisdiction of Polish courts) locally competent for the place of registered office of Orbitvu. However, Orbitvu reserves the right to make claims against the User for breach of these Terms of Use also in the User's country of residence. These Terms of Use are governed by Polish law.

AMENDMENTS TO THE TERMS OF USE

Orbitvu may modify these Terms of Use at any time by changing the Website. Users should check the Website from time to time, paying attention to any changes made, as they are binding on Users. Some of the provisions of these Terms of Use may be superseded by provisions or notices published elsewhere on the Website.

COMMENTS AND QUESTIONS FROM USERS

If you have any comments, inquiries or concerns about the Website, the materials on the Website or these Terms of Use, please contact us at the email: office@orbitvu.com.

