

Terms of Service of the ULAM LABS Website

DEFINITIONS

Business Days	days from Monday to Friday with the exclusion of public holidays according to the generally applicable provisions of Polish law
Contact Form	enabling the Users to send questions to Ulam Labs
Newsletter	a free-of-charge service provided by electronic means, through which Ulam Labs informs the Users on news on the Website and Services by sending selected and edited content in the form of an electronic letter
Privacy Policy	a document governing security of protecting and processing the personal data of Users; the Privacy Policy supplements these Terms of Service and is available here
Terms of Service	these terms of service regulating the provision of Services through the Website
Website	a website available at: www.ulam.io administered by Ulam Labs
Ulam Labs/Service Provider	Konrad Rotkiewicz conducting a business activity under name Ulam Labs Konrad Rotkiewicz at ul. Powstańców Śląskich, nr 121, lok. 5 (53-332 Wrocław), Tax Identification Number NIP: 5010046816, National Business Registry number REGON: 021880186
Contract	a distance agreement concluded between the User and the Service Provider related to provision of the Services by the Service Provider for the User
Services	free of charge services provided by electronic means by Ulam Labs for the User through the Website
User	a natural person with full capacity to perform acts in law, a legal person or organisational unit without legal personality but with capacity to perform acts in law, who uses the services of Ulam Labs as part of his business or professional activity, upon the terms stated in the Terms of Service

1. INTRODUCTION

1. The Terms of Service prescribe the general terms of use of the Website which enables browsing and reading the content of pages within the Website, using the Contact Form and the Newsletter service.
2. The Terms of Service are provided to each User on the Website free of charge prior to conclusion of the Contract, as well as—upon User's request—in a manner which enables the User to obtain, copy and record the content of the Terms of Service by means of a teleinformatic system used by the User.
3. The User may only use the Services upon becoming acquainted with and accepting the Terms of Service and the Privacy Policy. If the User fails to accept the Terms of Service or the Privacy Policy, the User may not use the Services. In the case of a User who is not a consumer, it is deemed that upon starting to use the Services, the User accepted the Terms of Service and the Privacy Policy without reservations.
4. The Terms of Service are supplemented by the Privacy Policy, available [here](#)

2. GENERAL TERMS AND CONDITIONS OF SERVICE PROVISION

1. In order to use the Services and the functionalities of the Website, subject to clause 2.2 below, the User has to meet the following minimum technical requirements: (a) a device with the Internet access; (b) an installed latest version of one of the following online browsers: FireFox, Opera, Edge, Chrome, Safari; and additionally with regard to the Newsletter (c) an active e-mail account.
2. Using the Website is free of charge, except for possible costs of data transmission resulting from agreements concluded between the User and telecommunication operators.
3. It is not allowed to provide unlawful content as part of the Services or the Website in a manner contrary to the provisions of the Terms of Service, applicable legal provisions, good practices and rules of social co-existence.
4. The Website and its elements, including design and content, are protected by copyright or other rights related to intellectual property. Such elements may not be reproduced, distributed or published, as a whole or in part, by the User without consent of Ulam Labs. In particular, the User is not allowed under the Terms of Service to reproduce, disseminate, lend, dispose of or otherwise redistribute the Website elements, directly or indirectly, whether against charge or free of charge, otherwise than through Ulam Labs.
5. Ulam Labs does not provide Services to consumers.

3. NEWSLETTER

1. Ulam Labs provides the Newsletter subscription service for the Users who give their voluntary consent to this by means of the Website functionalities.
2. In order to activate the Newsletter subscription service, the User needs a device with the Internet connection, an installed and updated Internet browser and an active e-mail address.
3. In order to subscribe to the Newsletter, the User orders it by means of an interactive form available on the Website, providing User's e-mail address, and activates the service through a link included in the e-mail sent to the User to the stated address.
4. Upon activation of the subscription, an agreement for provision of the Newsletter service is concluded between Ulam Labs and the User for an unlimited period of time.
5. The User may at any time terminate the agreement for provision of the Newsletter service with immediate effect by deactivating the subscription. The User may resign from the Newsletter by activating a relevant link provided in the footnote of each electronic letter sent as part of the Newsletter service.

4. CONTACT FORM

1. Through the Website, Ulam Labs provides the Contact Form Service consisting in providing the User with free contact with Ulam Labs in order to obtain information about the offer, availability and scope of services provided by Ulam Labs as part of his business.
2. Ulam Labs provides also the Contact Form Service in the form of the option of booking a video conference for this purpose. For this purpose, the User should follow the instructions indicated on the Website.

5. WITHDRAWAL

1. If the User is at the same time a consumer, he/she may withdraw from the Contract without providing the reason by filing a declaration of withdrawal from the Contract with Ulam Labs by filing a relevant declaration of will with Ulam Labs (via e-mail) to the e-mail address: privacy@ulam.io. The term for withdrawing from the Contract is 14 days from its conclusion. In order to comply with the term referred to in the preceding sentence, it is sufficient to send Ulam Labs, prior to its lapse, the declaration of withdrawal in the form referred to in the first sentence of this clause.
2. If the User is a consumer, he/she has to bear in mind that the withdrawal right does not apply in the case prescribed in Article 38.13 of the Act on consumer's rights of 30 May 2014, i.e. in the case of an agreement for providing digital content which is not recorded on a physical data carrier if the provision of the performance has commenced upon express consent of the User prior to the lapse of the term prescribed for withdrawing from the contract and upon being notified by Ulam Labs on the loss of the right to withdraw from the contract. Consequently, if provision of the Services to the User was commenced, the User is not entitled to withdraw from the contract.
3. The right of withdrawal does not apply also in the case prescribed in Article 38.1 of the Act on consumer's rights of 30 May 2014, i.e. in the case of contracts for services if the entrepreneur provided the service fully upon express consent of the consumer who had been informed before starting the performance that upon completion of the performance by the entrepreneur the consumer will lose the right to withdraw from the contract.

6. COMPLAINTS

1. The User may file a complaint concerning the operation of the Website and the Services. A complaint should include at least details enabling identification of the User as the complaining person and state reasonable reservations and comments concerning the Website or the Services. The complaint should be sent via e-mail to the e-mail address: privacy@ulam.io or to the correspondence address of Ulam Labs. If the complaint needs to be complemented, then Ulam Labs will request the User to complement it.
2. Ulam Labs will take a stance towards the filed complaint within 14 days from receiving it. The User will receive a response at the address, from which the complaint has been sent, or at the address stated by the User in the complaint notification form.

7. SPECIFIC RULES

1. In the case of Users not being consumers, in particular using the Services as part of their business or professional activity, the following specific provisions are applied: (1) Ulam Labs is not liable for any damage caused to the Users by unintentional fault, whereby the liability of Ulam Labs is limited to actual losses incurred by the User, (2) any disputes arising out of the Contract or User's use of the Website or the Services are settled by the common court having jurisdiction over the registered office of Ulam Labs.

8. AMENDMENT TO THE TERMS OF SERVICE

1. Ulam Labs may amend these Terms of Service due to material reasons, whether legal (change of generally applicable legal provisions related to Ulam Labs's activity or change of Ulam Labs's business form) or technical. The reason for any amendment to the Terms of Service is each time provided in the manner described below.
2. The Users will be notified on any amendment to these Terms of Service by an e-mail sent 7 days before effective date of the new wording of the Terms of Service. In this time the User who is a consumer must accept the Terms of Service again or refuse to accept them. If in turn the User who is not a consumer fails to terminate the provision of Services by Ulam Labs within the said term, the User is deemed to have accepted the Terms of Service in their amended wording without reservations.
3. Any Orders filed prior to the effective date of an amendment to the Terms of Service are processed in accordance with the content of the Terms of Service as applicable at that date. Amendments to the Terms of Service may not infringe the acquired rights of Users.

9. FINAL PROVISIONS

1. The governing law for liabilities resulting from the Terms of Service is Polish law. Any contracts shall be concluded in the Polish language.
2. A consumer may take advantage of dispute resolution methods which are alternative to court proceedings (ADR), in particular through mediation, conciliation or arbitration (arbitration court). The list of institutions to which a consumer may refer for dispute settlement within the frames of ADR is available [here](#).
3. A consumer may also take advantage of out-of-court means of considering complaints and seeking claims by submitting his/her complaint through the EU ODR online application available [here](#).
4. If the User resigns from taking advantage from ADR or ODR, any disputes arising out of the Terms of Service or Contracts will be settled by a common court with the jurisdiction determined according to the rules as prescribed by a legal act applicable to the User being a consumer.
5. Any disputes arising between Ulam Labs and the User not being a consumer will be referred to the court with the local jurisdiction over the registered office of Ulam Labs.