

Terms and Conditions

Vasco Audience

These terms and conditions set out the rules for the provision of electronic services by Vasco Electronics Góralski Group Spółka Komandytowo-Akcyjna based in Cracow.

I. DEFINITIONS

1. **Service Provider** – Vasco Electronics Góralski Group Spółka Komandytowo-Akcyjna based in Cracow, Al. 29 listopada 20, 31-401 Cracow, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Cracow Śródmieście in Cracow, XI Economic Division of the National Court Register under KRS number 0000421705, with a share capital of PLN 50,000.00, paid in full, Tax Number: 6772369151.
2. **User** - a natural person, legal entity or organizational unit that uses the Service provided by the Service Provider.
3. **Service** - a service provided electronically to the User through the Website by the Service Provider.
4. **Website** - a collection of IT resources provided by the Service Provider via the Internet at the address: <https://audience.vasco-electronics.com>, enabling the User to use the Service provided by the Service Provider.
5. **Terms and Conditions** - this document defines the rules for providing the Service by the Service Provider.

II. SCOPE OF THE SERVICE

1. The Service Provider provides to the User the Service of delivering the translation of the meeting/lecture in real time, into the language selected by the User on the Website.
2. The Service is provided by the Service Provider free of charge.
3. In order to start using the Service, it is necessary for the User to have an access code or QR code to the meeting/lecture, register the User on the Website by indicating the username and choosing the language of translation, accepting the Terms and Conditions and Privacy Policy.

III. TECHNICAL SPECIFICATIONS

1. Technical specifications required to use the Service:
 - 1) a device with Internet access - computer, tablet, smartphone, etc.
 - 2) access to a stable Internet connection;
 - 3) using a web browser that supports the standards of technologies used by the Website such as HTML 5, JavaScript, Cookies.
2. Failure to comply with the above technical requirements may result in a limitation in the functioning of the website or the complete inability to use it.
3. The Service Provider is not responsible for technical problems caused by the fact of not fulfilling the above technical requirements.
4. The Service Provider reserves the right to conduct necessary maintenance work that may cause temporary difficulties or prevent the User from using the Services.

IV. LICENSE

1. The Service Provider grants the User a non-exclusive, free of charge, territorially and temporarily unlimited license for non-commercial use of the Website. The User does not receive any property rights including, in particular, copyrights to the Website or its parts.

2. In the case that during the use of the Website User creates content that is subject to copyright protection or protected under industrial property rights, the User grants to the Service Provider, unlimited in time, free of charge, territorially unlimited and non-exclusive license to use this content for the purpose and to the extent necessary for the proper implementation of the Services and ensuring the proper operation of the Website. At the same time, the User consents to the creation by the Service Provider of translations and elaborations of these contents (dependent works) to the extent covered above.

V. USER OBLIGATIONS

1. The User is obliged to use the Service in accordance with the law, with respect and intellectual property rights of the Service Provider and personal rights of the Service Provider and third parties.
2. The User is obliged to:
 - 1) use of the Service in accordance with generally applicable law, good practice and the Terms and Conditions;
 - 2) refrain from any actions aimed at disrupting the operation or proper operation of the Website;
 - 3) refrain from any actions aimed at breaking or bypassing the security of the Website, as well as any other actions that lead to unauthorized access to all or part of the Website;
 - 4) sharing access codes to the Service with unauthorized persons,
 - 5) publishing on the Service any content that violates or may violate the intellectual property rights and/or personal rights of third parties,
 - 6) publishing on the Website any content that violates generally applicable laws.
3. The User agrees to indemnify the Service Provider from any liability to entities or third parties related to the publication of content referred to in section 2(5) above.

VI. SERVICE PROVIDER LIABILITY

1. The Service Provider shall not be liable for damages caused by the use of the Services in violation of the law, morality or the Terms and Conditions.
2. The Service Provider shall not be liable for damages caused by the use of the Services by an unauthorized person who has gained access to the Services due to an act or omission of the User.
3. To the extent permitted by applicable law, Service Provider shall not be liable in any case for damages (material damages and lost profits) related to the operation of the Website.
4. In a situation where the Service Provider becomes reasonably suspicious of the use of the Service for purposes contrary to the Terms and Conditions or generally applicable laws, the Service Provider shall be entitled to notify the relevant state authorities.
5. The Service Provider shall not be liable for non-performance or improper performance of the provisions of the Terms and Conditions in case it is caused by circumstances beyond the Service Provider's control, which could not have been foreseen and counteracted (force majeure). In case of force majeure, the performance of the Service shall be suspended for a period equal to the duration of the force majeure.
6. The Service Provider does not guarantee that the Website will be free from interruptions or minor errors due to the nature of the Services provided and technical or technological limitations.
7. The Service Provider is not responsible for interruptions and problems in the operation of the Website, which are caused by the need to make appropriate repairs, updates to the Website.
8. The Service Provider is not responsible in terms of interruptions and problems with the Services of third parties and intermediate service providers (e.g. communication interruptions, shutdown of translation software).

VII. FINAL PROVISIONS

1. The User is bound each time by the provisions of the current version of the Terms and Conditions.

2. The Service Provider reserves the right to make changes to the Terms and Conditions for important reasons, in particular when it is necessary due to changes in the law or the functionality of the Service to the extent that these changes affect the implementation of the provisions of the Terms and Conditions.
3. These Terms and Conditions shall be governed by Polish law. The above provision does not exclude the application of mandatory provisions enforced by the law applicable to the User.
4. Information regarding the processing of Users' personal data related to the use of the Service is included in the Privacy Policy.