

Terms of Service

GENERAL PROVISIONS

- 1) Internet Service of the System which supports decisions to assess risk and prevent cyanobacterial blooms in small urban reservoirs (hereinafter referred to as the "Service") is a property of the University of Łódź with registered office at 65 Narutowicza St. in Łódź, which implements EH-REK Project No LIFE08/ENV/PL/000517 "Ecohydrologic rehabilitation of recreational reservoirs 'Arturówek' (Łódź) as a model approach to rehabilitation of urban reservoirs".
- 2) Terms of Service are available to general public at the following internet address <http://model-en.webii.pl/> or via a link shared on EHREK Project website: www.arturówek.pl.
- 3) Service User consents to using the Service pursuant to these Terms of Service whenever he/she starts and uses any web-page of the Service.
- 4) These Terms of Service shall be governed in accordance with the Polish law. Any disputes shall be settled by the court having jurisdiction over the seat of the Service owner.

COPYRIGHTS

- 1) Any rights to the Service and any of its elements (including contents, software, functional layout, graphic elements, databases, algorithms and works presented in the Service), are held by the University of Łódź and are subject to legal protection.
- 2) Use of the Service shall not mean that any rights to the Service or its specific elements have been acquired. In particular:
 - a) Service users may use the elements solely for the purpose of their own uses, unless a broader use is provided for in the binding regulations or in an express consent of the Service owner (or other authorised entities);
 - b) Apart from the cases laid down in item 2a, it is prohibited to undertake the following actions in relation to the Service, its specific parts and contents, without the express consent of the Service owner:
 - i) Within the scope of recording and reproducing the contents – producing additional copies of the contents contained in the Service using various techniques, including printing, reprography, magnetic record and digital technique;
 - ii) Within the scope of trading in the original or copies on which the contents were recorded - the introduction into circulation, rendering for use or rental of the original or copies;
 - iii) Within the scope of distributing the contents in a manner other than that specified above – public performance, exhibition, projection, reproduction, broadcasting and re-broadcasting, as well as making the works available to the public in such manner that everybody could have access to it at a time and place chosen by themselves;

In relation to the computer programme: permanent or temporary reproduction of the computer programme as a whole or in part using any means and in any form; translation, adaptation, layout modification or any other modifications to the computer programme; within the scope of

dissemination, including the lending for use or leasing of the computer programme or a copy thereof.

TECHNICAL REQUIREMENTS FOR THE USERS

1. The Service owner shall endeavour to ensure that the Service is available for use for users of all most popular internet browsers, operating systems, as well as computer technical specifications. However the Service owner cannot ensure and shall not be liable for correct functioning of the System on every computer.
2. The following configuration is recommended: Mozilla Firefox version 37 or Chrome version 42 browsers, PC with a dual-core processor, 2GB of Ram, and permanent internet connection.

LIABILITY

- 1) The Service owner cannot ensure uninterrupted and undistorted access to the Service. The Service owner is entitled to interruptions in availability and use of the Service, particularly to repair, develop, modify hardware or software, as well as to discontinue delivery of services rendered via the Service.
- 2) The Service owner shall endeavour to ensure that information displayed on the Service web-pages is reliable, complete, true and up to date. However the Service owner cannot ensure that every information complies with these conditions, for each environmental system analysed. The presented calculation model is only used to perform estimated assessment of the ecosystem condition and efficiency of the applied solutions to support, however not to make final decisions, and it cannot replace reliable research and expert consultations. Thus the University of Łódź shall not be held liable for results of using the information contained in the Service pages, for decisions based on the results and solutions generated using the Service in particular.
- 3) The University of Łódź shall not be held liable for improper use of the Service and acquired data, as well as for loss of benefits by the Users.
- 4) The University of Łódź shall not be liable for loss of data due to failure of the system, software or due to circumstances beyond control of the Service owner and company providing services to the Service.
- 5) University of Łódź shall not be liable for any failure of equipment or technical problems affecting the User which will result from the Service use.

USER'S RIGHTS AND DUTIES

- 1) Users who use the Service are obliged to comply with the generally applicable law and provisions of these Terms of Service.
- 2) These Terms of Service enter into force on the date of their publication on the Service website.
- 3) The University of Łódź reserves the right to amend these Terms of Service at any time. The amendments shall enter into force and become binding for the Service Users on the date of their publication on the Service website.
- 4) Service User shall be obliged to get familiar with amendments to these Terms of Service.

Łódź, 15 April 2015