

TERMS OF USE FOR DIGITAL CONTENT 'MATO PROJECT'

TABLE OF CONTENTS

1. **General provisions**
 - 1.1 Scope of the terms of use
 - 1.2 Basic definitions
 - 1.3 Acceptance of the terms and conditions
2. **Access to digital content**
 - 2.1 Terms of use
 - 2.2 Technical requirements
 - 2.3 Territorial and age restrictions
3. **User accounts**
 - 3.1 Creating and managing an account
 - 3.2 User obligations
 - 3.3 Account suspension or deletion
4. **Rules for using content**
 - 4.1 Content licence
 - 4.2 Fair use
 - 4.3 Prohibited activities
 - 4.4 User-generated content
5. **Intellectual property**
 - 5.1 Copyright and property rights
 - 5.2 Trademarks and visual identity
 - 5.3 Reporting infringements
6. **Liability**
 - 6.1 User liability
 - 6.2 Mato Project liability exclusions
7. **Changes to the terms and conditions**
 - 7.1 Change procedure
 - 7.2 Validity of changes
8. **Final provisions**
 - 8.1 Severability of provisions
 - 8.2 Contact regarding the Terms and Conditions
 - 8.3 Date of entry into force of the Terms and Conditions

1. General provisions

1.1. Scope of the Terms and Conditions

These Terms and Conditions ('Terms and Conditions') set out the rules for using the digital services provided by Mato Project, including, in particular, online content, applications, multimedia materials, downloadable files and other forms of electronic communication.

The Terms and Conditions apply to all digital services offered by Mato Project, except for those for which separate terms and conditions, privacy policies or other documents regulating the rules of use apply.

1.2. Basic definitions

For the purposes of these Terms and Conditions, the following definitions apply:

Mato Project - an organisation providing digital content on the terms set out in these Terms and Conditions;

User - any natural or legal person using the digital services of Mato Project;

Digital Services - all content, functionalities and materials made available in electronic form by Mato Project, in particular on the website, in applications and via social media;

Separate Terms and Conditions - a document regulating specific areas of activity, separate from these Terms and Conditions.

1.3. Acceptance of the Terms and Conditions

Use of Mato Project's digital services constitutes acceptance of these Terms and Conditions and obliges the User to comply with them.

If you do not accept the Terms and Conditions, you should immediately stop using the services. Mato Project reserves the right to refuse to provide services to persons who violate the provisions of the Terms and Conditions.

2. Access to digital content

2.1. Terms of use

Access to Mato Project digital content may be provided free of charge or for a fee, in accordance with the information provided for a specific service.

Some materials or functionalities may require account registration, provision of contact details or fulfilment of additional conditions specified for a given service.

The user undertakes to use the content exclusively in a manner consistent with these Terms and Conditions and applicable law.

2.2. Technical requirements

In order to access Mato Project digital services correctly, the User should have:

- a device with Internet access (computer, smartphone, tablet),
- the latest version of a web browser that supports JavaScript and cookies,
- an active network connection enabling data transfer.

The above requirements do not apply to content and solutions marked as offline – i.e. those that are made available locally, in the form of downloadable files, applications or physical media, which do not require an active Internet connection or access to a browser.

2.3. Territorial and age restrictions

Mato Project digital content is generally available without territorial restrictions, but some services may be limited to certain regions for technical, legal or licensing reasons.

Mato Project services are intended for adults, unless otherwise specified. Use of certain content may require confirmation of age or consent from a legal guardian.

3. User accounts

3.1. Creating and managing an account

Access to certain Mato Project digital services may require the creation of a user account.

Registration is done by completing the form provided by Mato Project and accepting these Terms and Conditions.

The user is obliged to provide true and current data and to update it on an ongoing basis in the event of changes.

The user account is assigned individually and may not be shared with third parties without the express consent of Mato Project.

3.2. User obligations

The user is obliged to:

- keep their account access data (login, password, etc.) confidential,
- refrain from actions that may disrupt the operation of Mato Project systems or services,
- use the services in accordance with the law and the provisions of the Terms and Conditions,
- not transfer their account to other persons without the consent of Mato Project.

The user bears full responsibility for actions taken using their account, including any violations of the Terms and Conditions.

3.3. Suspension or deletion of an account

Mato Project reserves the right to temporarily suspend or permanently delete a user's account, in particular in the event of:

- violation by the user of the provisions of these Terms and Conditions,
- taking actions that may disrupt the operation of systems, applications or digital services,
- attempts to gain unauthorised access to Mato Project's digital resources,
- repeatedly sharing the account with third parties without the organisation's consent,
- disseminating content that is unlawful, contrary to good morals or the principles of social coexistence,
- using the account for commercial, advertising or other purposes contrary to the intended use of Mato Project services,
- providing false, incomplete or misleading personal data,
- using the account for spamming, persistent contact or automatic processing of resources,
- gross or persistent violation of the rules of cooperation and communication with the organisation's team.

Mato Project also reserves the right to suspend or delete an account without justification in the event that:

- the nature of the user's activities raises reasonable doubts as to the intentions or security of the services,
- the continued provision of services to the user could harm the interests, reputation or security of the organisation or other users,
- the account has been inactive for a long period of time (e.g. 12 months) and the services require the active presence of the user.

The decision to suspend or delete an account may be made without prior warning if there is a risk of security breach, legal liability or system continuity.

The user may request the deletion of their account at any time by sending a request by email or to the contact address provided by Mato Project. Deleting an account may result in the loss of access to related data, content or services.

4. Rules for using content

4.1. Licence to use content

All digital content made available by Mato Project, including texts, graphics, recordings, educational materials, tools and software, is protected by copyright and other intellectual property rights.

The user obtains a non-exclusive, non-transferable, time-limited or territory-limited (if indicated) licence to use the content solely in the manner specified in the Terms and Conditions and in accordance with the intended purpose of the service.

Unless otherwise specified, the licence is personal and non-commercial, i.e. it does not entitle the user to further distribute, share, sell or modify the content.

Licences for specific tools and programmes available as part of Mato Project services can be found at:

<https://mato-project.org/index-libe.html#/info/licenses>

4.2. Permitted use

The user may use Mato Project digital content for the following purposes:

- viewing and playing it for personal use,
- downloading materials, if this option is available,
- using the content in education, research or social activities, provided that this does not violate the law or licence terms,
- citing or referring to the content in publications, presentations or media, while maintaining the source and authorship.

Some content may be subject to additional licences (e.g. Creative Commons) that may modify the above rules. Information about this should be visible directly next to the content.

4.3. Prohibited activities

In particular, it is prohibited to:

- copy, reproduce, distribute or make content publicly available without the consent of Mato Project or contrary to the terms of the licence,
- use content for commercial, marketing or promotional purposes without the written consent of the organisation,
- removing authorship markings, trademarks, logos or licence information,
- modifying, translating, reverse engineering or decompiling digital tools,
- automatically downloading content (e.g. using bots, scrapers) unless it is expressly stated that such access is permitted,
- attributing authorship of the content or fragments thereof to yourself,
- using the content in a manner that may infringe the rights of third parties or the good name of Mato Project.

In the event of a violation of the above rules, Mato Project may pursue civil claims or report the matter to the relevant authorities.

4.4. User-generated content

Digital content created independently by users using software, tools or systems provided by Mato Project belongs to the users, provided that it does not violate the rights of third parties or the provisions of these Terms and Conditions.

Users retain full copyright to the materials they create, even if they are subsequently exported, published or made available outside the Mato Project environment.

The organisation does not claim ownership rights to such works, unless a separate agreement or the licence terms of a given tool provide otherwise.

5. Intellectual property

5.1. Copyright and property rights

All content, software, designs, documentation, visual, text and audiovisual materials made available by Mato Project constitute works within the meaning of copyright law and are protected in accordance with applicable regulations.

The Organisation and its partners reserve all property and personal rights to these works, unless expressly stated otherwise (e.g. by making them available under an open source licence).

The User does not acquire any rights to the content beyond the scope of the licence described in these Terms and Conditions or in the relevant licence document.

5.2. Trademarks and visual identity

Trademarks, logos, graphic elements and interface layouts related to the Mato Project are protected by law and are the property of the Mato Project or authorised cooperating entities.

Their use in any form – including copying, transforming, publishing, placing in promotional materials – without prior written consent is prohibited.

Their use is only permitted within the scope of fair use or under the terms of availability (if they have been published as materials for social or open use, with appropriate marking).

5.3. Reporting infringements

In the event of a suspected infringement of intellectual property rights, the user or a third party may submit a report using the contact form available on the support page:

<https://mato-project.org/index-support.html>

Reports should include:

- the contact details of the reporting person,
- a detailed description of the infringement,
- the identification of the content to which the report relates,
- the legal basis for the claim (if applicable).

Mato Project reserves the right to verify the report and take action at its own discretion, including temporarily blocking the content, suspending the account or referring the matter to the relevant authorities.

6. Liability

6.1. User liability

The user bears full responsibility for the manner in which they use Mato Project's digital services, including all actions taken using their account and the content they create, upload or share.

They also undertake to:

- comply with applicable law and the provisions of these terms and conditions,
- not provide content that is illegal, misleading, offensive or infringes the rights of third parties,
- use the services in a manner that does not compromise the stability, security or integrity of Mato Project's systems.

In the event of a violation of the law or these terms and conditions by the user, the organisation may seek damages to the full extent provided for by law.

6.2. Mato Project's disclaimers

Mato Project provides digital services with due diligence, but does not guarantee or warrant their performance, suitability, availability or compliance with the user's expectations.

In particular, the organisation:

- does not guarantee the continuity of the services, their uninterrupted access, the absence of errors or full compatibility with the user's devices and software,
- is not liable for any direct or indirect damage, including loss of data, lost profits, business interruption, damage to equipment or software arising in connection with the use of the services,
- is not responsible for the actions or omissions of third parties, including Internet providers, hosting services, integration platforms, API partners or external applications, usług hostingowych, platform integracyjnych, partnerów API lub zewnętrznych aplikacji,
- is not responsible for the consequences of using educational materials or interactive tools, in particular if they are used for professional, medical, technical or investment purposes,
- does not guarantee that the content is completely up-to-date, complete or error-free — all information and materials are for illustrative and educational purposes only,
- is not responsible for unauthorised use of the user's account by third parties if this occurred due to a lack of due diligence on the part of the user,

- does not guarantee the maintenance or archiving of any user data, unless otherwise specified in the specifications of a given service,
- is not responsible for data transmission failures, errors in the e-mail system or synchronisation problems resulting from technical reasons beyond the control of Mato Project,
- does not undertake to maintain any service for a specified period of time, reserving the right to change, suspend or terminate any service without prior notice,
- is not responsible for the consequences of improper use of the software or its experimental features, including those marked as beta or open access.

The user uses Mato Project services at their own risk and responsibility.

7. Changes to the terms and conditions

7.1. Procedure for changes

Mato Project reserves the right to change the content of these terms and conditions at any time, in particular in the event of:

- changes in the law,
- development or modification of services,
- the need to clarify provisions,
- technological or organisational changes.

Minor editorial, technical or clarifying changes may be made without the obligation to inform users.

In the event of significant changes, in particular those affecting the rights or obligations of the user, Mato Project undertakes to inform them:

- by email (to the address assigned to the user's account), or
- directly when the user next uses the digital services, e.g. in the form of a notification, system message or request to re-accept the terms and conditions.

7.2. Validity of changes

The new version of the terms and conditions shall enter into force upon its publication on the Mato Project website, unless a different date is specified in the content of the changes.

Continued use of the services after the changes have been made constitutes acceptance of the new terms and conditions.

A user who does not agree with the changes may opt out of using the services or close their account.

8. Final provisions

8.1. Severability of provisions

If any provision of these Terms and Conditions is found to be invalid, ineffective or unenforceable under applicable law, this shall not affect the validity and effectiveness of the remaining provisions, which shall remain in force.

8.2. Contact regarding the Terms and Conditions

Any questions, comments or reports regarding the Terms and Conditions should be sent via the contact form available on the support page:

<https://mato-project.org/index-support.html>

8.3. Date of entry into force of the Terms and Conditions

These regulations shall enter into force on the date of their publication on the Mato Project website, i.e. 29 July 2025.