

## Welcome to the ERBN Platform!

Please read these Terms and Conditions ("Terms") carefully before using our online tool ("Platform"). By accessing or using the Platform, you agree to be bound by these Terms.

### 1. Definitions

- **"Platform"** refers to the online tool provided by the Institute of Soil Science and Plant Cultivation (IUNG-PIB).
- **"User"** refers to any person who accesses or uses the Platform.
- **"Content"** refers to any information, text, graphics, photos, or other materials uploaded, downloaded, or appearing on the Platform.
- **"User Content"** refers to the Content that Users upload or post to the Platform.

### 2. License to Use

IUNG-PIB grants Users open access to the Platform, in accordance with these Terms. This access is for personal, non-commercial use only unless otherwise agreed upon in writing.

### 3. Prohibited Conduct

Regarding the use of the Platform, Users agree not to:

- Violate any laws or regulations.
- Infringe on the intellectual property rights.
- Upload or distribute any harmful or malicious content.
- Attempt to interfere with the proper functioning of the Platform.
- Use the Platform to harass, abuse, or harm others.

### 4. Right to Terminate Accounts

IUNG-PIB reserves the right to suspend or terminate any account, especially in cases of violations of these Terms or for any other reason deemed necessary.

## 5. How a User Can Cancel/Terminate an Account

To cancel or terminate an account, Users may do so by accessing their account settings or contacting customer support at [erbn@iung.pulawy.pl](mailto:erbn@iung.pulawy.pl). Upon termination, Users' access to the Service will be revoked, and their data may be deleted in accordance with the Privacy Policy.

## 6. Ownership of Your Content

Users retain ownership of any Content they upload to the Service. However, by uploading Content, Users grant to IUNG-PIB a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, adapt, publish, and display the Content in connection with the Platform.

## 7. User Generated Content

Users are solely responsible for the Content they create and share on the Service. IUNG-PIB does not endorse, guarantee, or assume responsibility for any User Content. IUNG-PIB does however retain the right to verify the content uploaded to the Platform by Users regarding their relevance for the ERBN Platform, and compliance with the Terms and conditions.

## 8. DMCA Section

If you believe that your copyrighted work has been used in a way that constitutes copyright infringement, please notify our designated DMCA agent at [erbn@iung.pulawy.pl](mailto:erbn@iung.pulawy.pl) with the following information:

- A description of the copyrighted work claimed to be infringed.
- A description of the material that is claimed to be infringing.
- Contact information, including an address, telephone number, and email address.
- A statement that you have a good faith belief that the use of the material is not authorized by the copyright owner.
- A statement, under penalty of perjury, that the information provided is accurate and that you are authorized to act on behalf of the copyright owner.

## 9. Right to Update or Modify Terms

IUNG-PIB reserves the right to modify these Terms at any time. Users will be notified of significant changes and are encouraged to review the Terms periodically. Continued use of the Platform after any modifications constitutes acceptance of the updated Terms.

## 10. Disclaimer of Warranty

The Service is provided "as is" and "as available" without any warranties, express or implied. At the same time, IUNG-PIB does not guarantee the accuracy, completeness, or reliability of the data provided by its Users.

## 11. Disclaimer of Liability

To the fullest extent permitted by law, IUNG-PIB shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from the use of or inability to use the Service.

## 12. Governing Law

These Terms are governed by the laws of the Republic of Poland. Any disputes arising under these Terms will be subject to the exclusive jurisdiction of the courts located in Poland.

In matters not covered by these Terms and Conditions, appropriate provisions prevailing at the territory of the Republic of Poland are applicable, and in particular: the Act of 23 April 1964 – Civil Code, the Act of 30 May 2014 on consumer rights, the Act of 18 July 2002 on electronically supplied services, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

## 13. Privacy Policy

Your use of the Service is also governed by our [Privacy Policy](#), which explains how we collect, use, and protect your information. The thERBN project, funded by the European Union's Horizon Europe programme (grant agreement No 101182955), and the PRIMARY project, funded by the European Union's Horizon Europe programme (grant agreement No 101180167) comply with the General Data Protection Regulation (EU Regulation 2016/679).

**Data Controller:** The Institute of Soil Science and Plant Cultivation – State Research Institute in Puławy (IUNG-PIB) is responsible for processing your personal data in connection with the ERBN Platform. For inquiries, contact [iod@iung.pulawy.pl](mailto:iod@iung.pulawy.pl)

**Data Collection:** We collect data such as name, email, postal address, and more, as specified in our Privacy Policy.

**Data Usage:** Personal data is used to provide and improve our Platform, communicate with you, and comply with legal obligations.

**Data Security:** We implement appropriate measures to protect your data.

**User Rights:** You have rights to access, correct, delete, or restrict the processing of your personal data.

**Automated Decision-Making:** We do not engage in automated decision-making or profiling.

For any questions or concerns regarding these Terms, please contact us at:

(1) In writing: Czartoryskich 8, 24-100 Puławy, POLAND

(2) By email: [erbn@iung.pulawy.pl](mailto:erbn@iung.pulawy.pl)

Terms and Conditions are effective as of 1/10/2025.