

Regulations for the provision of electronic services:

§ 1. GENERAL PROVISIONS

- 1. The website is made available to Users at Openmeme.io
- 2. The website is run by the Operator on the terms set out in these Regulations.
- 3. Currently, the service of the Website consists in providing Users with software (Application), by means of which it is possible to subscribe to the newsletter sent by the website by electronic means or to establish partnership cooperation with the Website. The condition for gaining access to the functionality of the Website is to consent to the content of these Regulations.

§ 2. DEFINITIONS

- 1. Website - a website run via openmeme.io, enabling the use of services offered and provided by the Operator electronically in accordance with these Regulations, including the use of the Application provided by the Operator, in accordance with the Regulations,
- 2. Operator - owner of the openmeme.io website,
- 3. User - a natural person with full legal capacity, a legal person or an organizational unit without legal personality, whose separate legal provisions grant legal capacity, using the Website's services, after accepting the content of the Regulations,
- 4. Application - software made available to the User by the Operator electronically via the Website, which enables subscribing to the newsletter or establishing a partnership.
- 5. Electronic service - a service provided electronically by the Operator to the User via the Website, in accordance with the provisions of these Regulations,
- 6. Regulations - these Regulations for the provision of electronic services.

§ 3. TYPE AND SCOPE OF SERVICES PROVIDED THROUGH THE WEBSITE

- 1. The Operator has the right to post advertising content on the Website regarding the Operator's services. These contents constitute an integral part of the Website and the materials presented therein.
- 2. The Operator reserves the right to change the existing functionality of the Website at any time, including the Application, in particular by extending it with new functions and facilities for Users.
- 3. In connection with the use of the Website and the Application, the User does not acquire any rights to the Website and Application (or any part of them), except for those rights that have been directly granted to him in the Regulations.
- 4. As part of using the Application, the User is entitled, in particular, to:
 - o a) read the content of the newsletter,
 - o b) establishing cooperation in the partnership formula,

- 5. The User who takes such actions is solely responsible for the consequences of the User's actions consisting in placing or sharing files or any other content on the Website and in the Application. In the event that any entity makes claims against the Operator due to the placement or sharing of specific files or any other content in the Application by a given User, the User will be obliged to satisfy justified claims to the Operator or the entity described above, submitting the claim, respectively, by entering the dispute in place of the Operator. In the event that the Operator satisfies such claims, he reserves the right to demand compensation from the User for the damages incurred in this respect, including the costs of legal assistance.

§ 4. TERMS OF USE OF THE WEBSITE AND APPLICATION

- 1. The User may use the Website and Application seven days a week, twenty-four hours a day. The operator reserves that in the case of some services, in order to use their full functionality, it is necessary to enable the SSL protocol of secure data transmission in the User's web browser, Java Script, Java Flash and cookies.
- 2. The Operator is not responsible for technical problems or difficulties in the User's computer equipment, preventing him from using the Website and the Application properly.

§ 5. CONDITIONS FOR PROVIDING AGREEMENTS FOR THE PROVISION OF ELECTRONIC SERVICES

- 1. Access and use by the User of services provided electronically on the Website, including the Application, is free of charge.
- 2. The User bears all legal responsibility for actions taken by the User with the use of the System and Application.

§ 6. USER OBLIGATIONS

- 1. The User is obliged to cooperate with the Operator in the performance of Electronic Services provided by the Operator on the basis of these Regulations.
- 2. When using the Website and the Application, the User is obliged to act in accordance with the law and morality, respecting personal rights as well as copyrights and related rights of third parties. The User may not take actions that adversely affect the safety of the Website and Application or otherwise harm other Users.
- 3. The User undertakes not to provide the Operator with illegal content.
- 4. The User is obliged to immediately notify the Operator in the event of a breach of the Regulations by another User of the Website.
- 5. It is forbidden to use the Website's markings, including the characteristic graphic elements, as part of own service websites.

§ 7. LIABILITY OF THE SERVICE AND DUTIES OF THE OPERATOR

- 1. When performing the contract concluded between the Parties, the Operator undertakes to perform the Electronic Service with due diligence.
- 2. The Operator's liability is subject to the following limitations:
 - o a) The Operator is not responsible for any unlawful actions of the User using the services of the Website and the Application,

o b) The Operator is not responsible for losses incurred by the User in connection with the operation of the Application not attributable to the Operator, as well as for any lost profits by the User.

- 3. The Operator is not responsible for the damage suffered by the User not attributable to the Operator.
- 4. The operator is entitled to a temporary interruption in the operation of the Website and its Electronic Services for technical reasons, related in particular to the removal of Website faults.
- 5. The Operator is not liable to Users for non-performance or improper performance of Electronic Services for reasons not attributable to the Operator, including force majeure.
- 6. The Operator is not responsible for the Users' behavior on the Website, and is not responsible for the consequences of actions taken by Users and third parties, and constituting a breach of the provisions of the Regulations.

§ 8. COMPLAINT PROCEEDINGS CONCERNING SERVICES PROVIDED BY THE OPERATOR

- 1. Complaints related to the provision of Electronic Services via the Website and the Application may be submitted by the User via e-mail to the following address:
kontakt@openmeme.io
- 2. The User is entitled to file a complaint if the services provided for in these Regulations are not provided by the Operator or are performed contrary to the provisions of the Regulations.
- 3. Consideration of the complaint by the Operator takes place immediately, not later than within fourteen days.
- 4. The Operator's response to the complaint is sent to the User's e-mail address provided in the complaint, registration form or in another manner provided by the User.

§ 9. FINAL PROVISIONS

- 1. The law applicable to the contract between the User and the Operator, the subject of which are services provided by the Operator as part of the Website and Application under the conditions specified in the Regulations, is the law of the Arab Emirates,
- 2. Agreements concluded by the Operator as part of the Website and Application activities are concluded in English, in accordance with the law in force in the territory of the Arab Emirates,
- 3. The Operator reserves the right to amend the Regulations. Changes made to the Regulations of the Website are binding for the User, provided that he has been properly informed about the changes and has not terminated the contract for the provision of electronic services within seven days from the date of notifying the User about the changes by the Website.
- 4. Any disputes arising between the Operator and the User related to the Services provided by the Operator on the Website and in the Application shall be submitted to the competent authority,

- 5. Access to these Regulations is provided at any time via the link on the main page of the website, and the User is entitled to download it and print it out.

§ 10. PERSONAL DATA

- 1. [The Privacy Policy](#) is an integral part of these Regulations.