

Regulations for the provision of electronic services at www.proakademia.eu/en/acta-innovations/

§ 1

1. The regulations (hereinafter referred to as the "Regulations") set out the rules for Users to use the services provided by the Service Provider via www.proakademia.eu/en/acta-innovations/ (hereinafter: the "Website") using the functionalities provided by the Service Provider and concluding contracts for the use of the Website and for the publication of a scientific article.
2. In the Regulations, the following terms should be understood as follows:
 - a) **"Website"** - the website of the Service Provider at www.proakademia.eu/en/acta-innovations/ along with the functionalities made available through it;
 - b) **"Service Provider"** - the operator of the Website, i.e. the Pro-Akademia Research and Innovation Center with its seat in Konstancin-Jeziorna 95-050, at Innowacyjna 9/11, registered in the register of associations of the National Court Register under the KRS number: 0000171789, NIP number: 7281919068, REGON number: 471342017; phone: 42 636 12 26;
 - c) **"User"** - a natural person who has concluded a contract with the Service Provider for the use of functionalities on the Website and for the publication of an article;
 - d) **"Consumer"** - a person defined in the provision of art. 22¹ of the Civil Code, i.e. a natural person performing a legal transaction with the entrepreneur not directly related to their business or professional activity.

§ 2

1. The Regulations are referred to in Art. 8 of the Act of July 18, 2002 on the provision of electronic services.
2. The provision of services by the Service Provider consists in enabling Users to use the functionality of the Website in order to submit a scientific article for publication and conclude a contract with the Service Provider for the publication of a scientific article.

§ 3

1. For the proper use of the Website it is necessary to:
 - a. own a computer, laptop or other multimedia device;
 - b. having access to the Internet;
 - c. using standard software in the form of an operating system and a web browser, while the web browser should support "cookies";
 - d. having your own active e-mail address.
2. If the above requirements are not met, the use of the Website may be difficult or impossible.

§ 4

1. Using the Website and submitting scientific articles for publication is free of charge.
2. Only natural persons with full legal capacity, i.e. adults who are not incapacitated or persons who have acquired the age of majority through contracting a marriage, may use the Website. Only the author of the article or the co-author of the article who has the authorization of the other co-authors to submit the article for publication in order to disseminate it under the conditions specified in the Regulations may submit a scientific article for publication. The Service Provider may demand from the User documents confirming the granting of authorization and make the publication of a scientific article conditional upon a delivery of such.

3. Using the Website and submitting an article for publication requires prior approval of the Regulations by the User. Submitting an article for publication also requires the approval of:
 - a) guidelines for the preparation of a scientific article: <http://www.proakademia.eu/en/acta-innovations/for-authors/author-guidelines/>
 - b) ethical principles: <http://www.proakademia.eu/en/acta-innovations/ethics-and-malpractice-statement/>
 - c) rules for dealing with the article in the publication process: <http://www.proakademia.eu/en/acta-innovations/about-journal/editorial-policy/>
4. Acceptance of the Regulations as well as the guidelines and principles indicated in sec. 3 above is voluntary, but necessary to submit a scientific article for publication.

§ 5

1. A person who wants to submit an article for publication fills in an appropriate application form, available on the subpage of the Website and sends it to the Service Provider. The application form enables attaching a scientific article. The application form is the User's offer addressed to the Service Provider regarding the conclusion of the contract for the publication of a scientific article on the Website.
2. In the registration form, the User is obliged to provide the following data marked with an asterisk: name, surname, telephone number, professional e-mail address, affiliation, the ORCID number. A failure to provide the data shall make it impossible to send the application form.
3. It is forbidden to add illegal content to the application form.
4. It is necessary to accept the Regulations, guidelines and rules specified in § 4 sec. 3 of the Regulations and to confirm reading the information on the processing of User's personal data in order to send the application form.
5. After sending the application form along with the scientific article, the Service Provider shall send an e-mail to the User's e-mail address confirming the acceptance of the submission of the scientific article for publication. Upon sending the e-mail confirming the acceptance of a scientific article for publication, a contract is concluded between the User and the Service Provider for the publication of the scientific article on the Website. The Regulations constitute an integral part of the contract for the publication of a scientific article.
6. Publication of a scientific article takes place after its prior verification and approval by the Service Provider.

§ 6

1. The contract for the publication of a scientific article on the Website is concluded for an indefinite period.
2. The User declares that they are entitled to the exclusive proprietary right to the scientific article submitted for publication or, in the case of co-authorship, that they have the authorization of the other co-authors to conclude a contract for the publication of a scientific article under the conditions specified in the Regulations, to the extent enabling the Service Provider to use the scientific article in the manner specified in § 4 section 3 letter c of the Regulations.
3. Upon sending the application form, the User grants the Service Provider a free, unlimited territorially and time-limited non-exclusive license to use the scientific article to the extent necessary for its verification, acceptance and then publication on the Website or on other websites enabling the publication of scientific articles, in particular in terms of saving it in computer memory or on digital storage media, reproducing it, sharing it on the Website in such a way that everyone has access to the scientific article at a place and time chosen by them, storing it in the memory of a computer or other digital medium, disseminating it through other websites that enable the publication of scientific articles.

4. Upon sending the application form, the User authorizes the Service Provider to amend the scientific article to adapt it to the technical requirements of the Website.
5. Granting a sub-license by the Service Provider does not require a separate consent of the User.
6. The User undertakes not to exercise the personal copyrights or personal rights of the User with respect to the Service Provider in relation to the scientific article.
7. In the event that the User submits untrue statements referred to in sec. 2 above, and a third party who is entitled to the copyright to a scientific article or whose personal rights have been infringed refers any justified civil law claims against the Service Provider, the Licensor undertakes to:
 - a) release the Service Provider from the obligation to pay any damages or compensation for any infringement of copyright or personal rights of third parties;
 - b) cover the costs incurred by the Service Provider of other obligations awarded by the court aimed at removing the effects of violations, in particular the costs of making a public statement in an appropriate form and with appropriate content;
 - c) cover the documented costs incurred by the Service Provider in connection with the above claims raised by a third party.
8. The Service Provider undertakes to verify the scientific article submitted by the User and, in the event of positive verification, to publish it on the Website and to publish it on other websites enabling the publication of scientific articles, in particular bibliographic databases (e.g. BazTech, CrossRef, Index Copernicus). Upon entering into a contract to publish a research article, the User agrees to register DOI (Digital Object Identifiers) for his articles on www.crossref.org and, in order to increase the citation of the article, to place the article or its bibliographic details in external databases and bibliographic portals operated by external entities, incl. PBN, Index Copernicus, DOAJ, ERIH+, BazEkon, CEEOL, OAJI.

§ 7

1. The Service Provider is entitled to terminate the publication contract if the Service Provider terminates the operation of the Website.
2. The contract is terminated with a monthly notice period with effect at the end of the calendar month.
3. Termination may be made in writing or by e-mail to the User's e-mail address provided in the registration form.

§ 8

1. The User may terminate the publication contract at any time.
2. Termination is made by a written declaration to the Service Provider's address provided in the Regulations or by e-mail to the following e-mail address: proakademia@proakademia.eu

§ 9

1. If the User is a Consumer, they have the right to withdraw from the publication contract within 14 days from the date of concluding the contract without giving any reason.
2. The Consumer may withdraw from the contract by submitting a declaration of withdrawal to the Service Provider. The declaration may be submitted on the form, the model of which is attached as Appendix 2 to the Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827), but the use of the model is not obligatory.
3. In order to meet the deadline to withdraw from the contract, it is sufficient to send a statement before its expiry.
4. Complaints related to the functioning of the Website may be submitted by e-mail to the following address: proakademia@proakademia.eu or in writing to the Service Provider's address provided in the Regulations.

§ 10

The User may contact the Service Provider in all matters related to the implementation of the contract for the publication of a scientific article:

- by e-mail, by sending an e-mail to the following address: proakademia@proakademia.eu
- by phone at: 42 636 12 26

§ 11

1. In matters not covered by the Regulations, generally applicable provisions shall apply.
2. The Regulations may be changed by the Service Provider by way of a new version published on the Website. Amendments to the Regulations do not apply to contracts for the publication of a scientific article concluded before the date of the amendment.
3. Users who are Consumers may use extrajudicial means of dealing with complaints and redress. Contact details for institutions dealing with consumer advice and assistance in Poland can be found on the website of the Office of Competition and Consumer Protection.
4. The Regulations are valid from 03/08/2020.