

Regulations

§1 General Provisions

1. The web portal VISITALBUM.COM, hereinafter referred to as the "Portal", is made available to Users and Administrators by BB Sp. z o.o., who has placed the Portal on the server and holds all the property and non-property rights to the Portal (hereinafter referred to as the "Portal Owner"). The Portal Owner is a service provider within the meaning of the Act on the Provision of Services by Electronic Means of 18 July 2002 (hereinafter referred to as the "Act"). The contact details of the Portal Owner are as follows:
 - a) email address: admin@visitalbum.com
 - b) BB Sp. z o.o. with its registered office in Borzęta, address: 32-400 Myślenice, Borzęta 468, and Tax Identification Number (NIP) 5521717619, KRS: 0000721138, REGON:363359866.
2. The Portal operates on the rules set forth in the provisions of law and these Regulations.
3. The Portal performs an information and archiving function.
4. The Portal shall be used by: the SuperAdministrator, Unregistered Users, the Traveller/Tourist, the Commercial Administrators, the Country/Dependency Administrators, the Region/City/Town Administrators and the Auxiliary Administrators. The Temporary Country/Dependency Administrator and the Temporary Region/City/Town Administrator is a Traveller/Tourist with specified additional privileges.
5. The operation of the Portal is in accordance with applicable law and adopted rules of social coexistence as well as standards generally understood in the country of the Portal Owner.
6. The Regulations determine the rules of operation and use of the Portal.
7. The use of the Portal by the Registered User and/or the Administrator is tantamount to the acceptance of these Regulations.
8. In any matters not governed by these Regulations the Polish law applicable in this respect applies, and any disputes shall be resolved on the basis of Polish law by the competent Polish courts.

§2 Terms

Whenever these Regulations apply the following terms, they shall be understood as follows:

1. Portal VISITALBUM.COM – consists of a website and other online tools provided via the Internet, owned by BB Sp. z o.o. and managed by the SuperAdministrator.
2. SuperAdministrator – an entity indicated by the Portal Owner, defining the way the Portal operates, managing the content posted on the Internet through the Portal, responsible for the observance of the Regulations and the proper functioning of the Portal.
3. Unregistered User – a natural person becoming acquainted with part of the generally accessible content posted on the Portal without registration.
4. User – a collective term for the following categories of persons: a Traveller/Tourist, a Commercial Administrator, a Country/Dependency Administrator, a Region/City/Town Administrator or an Auxiliary Administrator.
5. Traveller/Tourist (hereinafter also referred to as the "T/T") – a natural person having full capacity to enter into legal transactions, becoming acquainted with the content posted on the Portal as well as using other possibilities available through the Portal. The status of the Traveller/Tourist is acquired at the time of registration on the Portal in this capacity, and is lost when the Account is closed or its nature is changed.
6. Commercial Administrator (hereinafter also referred to as the "CA") – a natural person having full capacity to enter into legal transactions and conducting business activity, a legal person, an organisational unit with no legal personality, to whom the provisions of law grant the legal capacity, becoming acquainted with the content posted on the Portal and using other possibilities available through the Portal and authorised to post on the Portal, in accordance with the Regulations, the content related to the goods or services offered by it. The status of the Commercial Administrator is acquired at the time of registration on the Portal in this capacity, and is lost when the Account is closed or its nature is changed. Legal persons or organisational units with no legal personality, to whom the provisions of law grant the legal capacity, exercise their rights arising from the CA status held through natural persons acting on their behalf, in particular persons entitled to representation, employees, contracting authorities and contractors.
7. Country/Dependency Administrator (hereinafter also referred to as the "CO/DA") – a natural person becoming acquainted with the content posted on the Portal as well as using other possibilities available

- through the Portal and administering part of the Portal, which contains the content related to a particular legal person governed by public law, only: a country or an autonomous region, and responsible for the correct functioning of this part of the Portal. The Country/Dependency Administrator may only be a person to whom the relevant provisions of law grant the right to represent a particular legal person governed by public law or an entity authorised by that person. The CO/DA status is acquired at the time of registration on the Portal in this capacity, and is lost when the Account on the Portal is closed or its nature is changed. The Country/Dependency Administrator performs the overriding role over Region/City/Town Administrators and Auxiliary Administrators having certain privileges – functionalities available on the Portal. The registration takes place upon sending a relevant form to the email address country@visitalbum.com
8. Region/City/Town Administrator (hereinafter also referred to as the “RA”) – a natural person becoming acquainted with the content posted on the Portal as well as using other possibilities available through the Portal and administering part of the Portal, which contains the content related to a particular legal person governed by public law, such as, in particular: a local unit of government, city, town and others, and responsible for the proper functioning of this part of the Portal. The Region/City/Town Administrator may only be a person to whom the relevant provisions of law grant the right to represent a particular legal person governed by public law or an entity authorised by that person. The RC status is acquired at the time of registration on the Portal in this capacity, and is lost when the Account on the Portal is closed or its nature is changed.
 9. Auxiliary Administrator (hereinafter also referred to as the “AA”) – a natural person representing a legal person governed by public law for whom a separate part of the Portal has been created containing information relating to that legal person or a Traveller/Tourist who, having its status approved by the Region/City/Town Administrator, the Country/Dependency Administrator or the SuperAdministrator, acquires, specified by these Regulations, the scope of rights and obligations relating to the part of the Portal relating to a particular legal person governed by public law. The AC status is acquired at the time of registration on the Portal in this capacity and approving this status by the RC, the CO/DA or the SuperAdministrator, and is lost when the Account on the Portal is closed or its nature is changed.
 10. Temporary Administrator (hereinafter also referred to as the “TA”) – a natural person representing a legal person governed by public law for whom a separate part of the Portal has been created containing information relating to that legal person or a Traveller/Tourist who, having its status approved by the Country/Dependency Administrator or the SuperAdministrator acquires, specified by these Regulations, the scope of rights and obligations relating to the part of the Portal relating to a particular legal person governed by public law, consisting in acting as the Region/City/Town Administrator of a given local unit until the activation of the RA. As soon as the RA is activated, the TA becomes the AA. The TA status is acquired at the time of registration on the Portal in this capacity and approving this status by the Country/Dependency Administrator or the SuperAdministrator, and is lost when the Account on the Portal is closed or its nature is changed.
 11. Account – a collection of resources and rights and obligations within the Portal assigned to each T/T, CA, CO/DA, RA and AA. The account is created by the system serving the Portal at the time of registration of a particular user or Administrator, and is closed in time and for reasons specified in these Regulations. Through the Account, the user or Administrator may post and modify on the Portal his/her data, images and other information related to him/her or services and goods offered by him/her or a legal person governed by public law represented by him/her.
 12. Login – the User’s email address entered during the registration on the Portal website. The login must not contain vulgar, offensive or non-compliant with the applicable law content, or otherwise violate other rules set out in the Regulations.
 13. Object – a place presented in the Portal, understood as a located structure, building, civil engineering structure, geographical area, area and place of provision of services.
 14. Own Content – the content posted by the Portal Owner, the SuperAdministrator and Users, which the said entities are entitled to make available to third parties, in particular copyright or industrial property rights.
 15. Other Content – the content posted by the Portal Owner, the SuperAdministrator and Users having other authors, provided that it is unacceptable to post the content that violates the copyright.
 16. Prohibited Content – it is forbidden to post on the Portal the content commonly regarded as morally reprehensible, socially inappropriate, violating the law or personal rights of third parties, the content encouraging racial, religious and ethnic hatred, or promoting violence or hatred. This prohibition relates in particular to the illegal content within the meaning of Article 8 paragraph 3 point 2 b) of the Act.
 17. Official Notice – any decision or order of the Court, the Public Prosecutor’s Office, the Police or another judicial unit, from which it is clear that the content in question is illegal.

18. Reliable Message – any information from an entity that has disclosed its identity, indicating that certain content posted on the Portal is illegal and, at the same time, presenting the circumstances, information, documents and other at least supporting the fact that the content in question is indeed illegal.

§3 Technical Requirements

1. The use of the Portal is possible via electronic devices enabling the connection with the Internet as well as mobile electronic devices (mobile phone, smartphone, desktop PC, laptop, any electronic device with Internet access and installed graphical web browser compatible with the latest technical standards enabling the JavaScript execution).
2. Due to technical conditions beyond control of the Portal Owner and the SuperAdministrator, they shall not be liable for the accuracy, completeness or wholeness of information transmitted through the Internet in the Portal system reaching the User.
3. The Portal Owner and the SuperAdministrator are not liable for any intervals in becoming acquainted with the content posted on the Portal or using its other possibilities or technical defects in this regard.
4. The T/T, the CO/DA, the CA, the RA, the AA and the TA accept that during carrying out the maintenance, updating or other technical works on the Portal, access to all or selected functionalities of the Portal may be disabled or restricted.

§4 Liability of the Portal Owner and the SuperAdministrator

1. In accordance with Article 15 of the Act, the Portal Owner and the SuperAdministrator are not obliged to check the content posted on the Portal by its users in terms of their compliance with the law and the rules of social coexistence, and therefore the Portal Owner and the SuperAdministrator do not employ persons involved in checking the above-mentioned content and do not use special software to verify this content. The Portal Owner and the SuperAdministrator are not liable for the accuracy, completeness, reliability and truthfulness of any information posted on the Portal by the T/T, the CO/DA, the CA, the RA and the AA and, therefore, are not liable for the illegal content posted on the Portal by those entities within the meaning of Article 8 paragraph 3 point 2 b) of the Act. In particular, the Portal Owner and the SuperAdministrator are not liable for the content posted on other websites, not constituting part of the Portal, to which hyperlinks (links) posted by the Portal users lead.
2. The Portal Owner and the SuperAdministrator are obliged to immediately remove the content posted on the Portal in the case it receives:
 - a) an Official Notice that the content posted on the Portal by the User is illegal, or
 - b) a Reliable Message that the content posted on the Portal by the User is illegal.The Official Notice and the Reliable Message shall be sent by post to the Portal Owner or to the email address at notification@visitalbum.com.
3. The Portal Owner or the SuperAdministrator shall, simultaneously to removing the content indicated in paragraph 2 above, notify the User who has posted the above content by sending an email to the email address indicated in the User Account.
4. The Portal Owner and the SuperAdministrator are not liable to the Portal User, who has posted the content specified in paragraph 2 above, for damages caused by this action, unless the requirements set out in paragraphs 2 and 3 above are not met.
5. The T/T, the CO/DA, the CA, the RA, the AA and the TA make personal, address and domain data available on the generally accessible part of the Portal on its own responsibility. Any risk related to establishing contact with other Users and activities arising from this fact shall be borne by the User who has done so.
6. The Portal Owner and the SuperAdministrator are not liable for the inability to access the Portal webpages and applications resulting from reasons beyond its control.
7. The Portal Owner and the SuperAdministrator are neither liable for the incorrect functioning of the Portal due to the defects of the device that is used to use the Portal by the User, nor for the damage arising therefrom, and in particular for delays, disruptions in transmission of information and failures of the User's equipment.
8. The Portal Owner and the SuperAdministrator are not liable for the manner of using the Account by the User and are not liable for the consequences resulting from disclosing the password to the Account to third parties.

§5 Privacy Policy

1. The Portal collects information provided voluntarily by the User that is required in the registration process.
2. The Portal has the right to save information on connection parameters (time stamp, IP address, visit source, Portal browsing path, freely available data on e-commerce, user, device and the web browser used).
3. The Administrator shall ensure the functioning of the data transmission system it uses, enabling the User to use, free of charge, the service provided electronically, so as to prevent unauthorised access to the broadcast content, in particular through the use of cryptographic techniques appropriate to the nature of the service provided.
4. The data provided in the Portal's registration forms may be collected and processed in the database of the Portal Owner or the SuperAdministrator.

§6 Protection of Intellectual Property

1. The Portal Owner is entitled to:
 - a) all of the financial copyright in all fields of exploitation, in particular those listed in Article 50 of the Copyright and Related Rights Act (hereinafter also referred to as the "CRRA") as well as all the related rights;
 - b) industrial property rights, protection rights to trademarks;
 - c) the right to databases defined in the Act on the Protection of Databases of 27 July 2001
 to:
 - a) any works within the meaning of Article 1 of the CRRA or objects of related rights posted by the Portal Owner on the Portal, in particular texts, images, graphic elements, visual or audiovisual materials, as well as to the programs and systems based on which the Portal operates,
 - b) all objects of industrial property right posted on the Portal and those on the basis of which the Portal operates;
 - c) databases used within the activity of the Portal.
2. The User undertakes not to violate the rights described in paragraph 1 that the Portal Owner is entitled to. The User is entitled to use the objects of right described in paragraph 1 above only to the extent that it is necessary to use the Portal and only within the Portal, and not within its activity outside the Portal.
2. By posting on the Portal any content, regardless of its type or nature, which may be considered as a work within the meaning of the CRRA, the object of related rights, the object of industrial property rights, the object protected as a database, the User declares that he/she is entitled to use and dispose of the said objects at least as far as distributing them to an unlimited group of third parties and posting them on generally accessible Internet, also if both of these forms of activity are of commercial nature. If the content posted on the Portal interfere with the moral rights of third parties, such as the part, privacy or image, the User declares that he/she has obtained the consent of those persons to post the mentioned content on the Portal, or that posting this content on the Portal without the consent of these persons is not illegal due to the wording of the provisions of law.
3. It is prohibited to post on the Portal the content, to which the User has not at least the rights referred to in paragraph 2 above, or his/her right is challenged by third parties, or the proceedings before the Court or other authority are pending against him/her.
4. Users – except for Travellers/Tourists – by posting on the Portal any content, regardless of its type or nature, which may be considered a work within the meaning of the CRRA, the object of related rights, simultaneously grant for using this object:
 - a) to the Portal Owner, and
 - b) to other Portal Users
 a royalty-free non-exclusive license (hereinafter referred to as the "License") for the use of the said objects without any territorial restrictions, in the following fields of exploitation:

- a) within the scope of recording and reproducing the work – making copies of the work by a specified technique, including printing, reprography, magnetic recording or digital technique;
 - b) within the scope of trade in the original or copies on which the work was recorded – marketing, lending for use or the lease of the original or copies;
 - c) within the scope of publicising the work in a manner other than specified in point a – performing in public, exhibiting, displaying, reproducing, and broadcasting and re-emitting, as well as making the work publicly available in such a manner that everyone may have access thereto at a place and time they choose.
5. The license is valid for a specified period of 5 years from the date of posting the content on the Portal. If the content is not removed by the User from the Portal before the expiry of the period for which it was granted, the License shall be extended for a further period of 5 years. The procedure specified in the preceding sentence shall be repeated in subsequent 5-year periods. The Portal Owner is entitled to grant the sublicense to the extent of the obtained license, at its own discretion and to any third party.
 6. The User – except for the Traveller/Tourist – grants the Portal Owner a material power of attorney to pursue claims related to violating the copyright or related rights to the works or the objects of related rights subject to the license described above that the User is entitled to. This power of attorney is granted for the duration of the License. The User leaves the manner of protection of the described rights at the discretion of the Portal Owner.
5. The User may use the Portal, databases, works, images and multimedia recordings for private purposes only. The commercial use is permitted only upon obtaining the approval of the Portal Owner.
1. The Portal Logo cannot be processed, modified or used for commercial purposes without the written consent of the Portal Owner.
 2. The names of companies, products and services that appear on the Portal webpages are used for identification purposes only and may be trademarks of other companies.
 3. Trademarks, commercial, utility and decorative marks, designations of origin, as well as the domains that appear on the Portal, are subject to legal protection. It is not permitted to use, without the consent of the entitled the said marks and designations, as well as marks and designations that are similar or deemed to be commonly known.

§7 Terms and Conditions of Using the Portal

1. The Portal and its elements are subject to protection provided for by Polish law, in particular the Copyright and Related Rights Act of 4 February 1994, the Act on the Protection of Databases of 27 July 2001, the Act on Combating Unfair Competition of 16 April 1993, the Act on Press Law of 26 January 1984 and the Act on Industrial Property Law of 30 June 2000.
2. It is forbidden to copy, modify and transmit or otherwise process the data, works, images, multimedia recordings and databases available through the Portal, disseminate and distribute the content published on the Portal, retrieve the content of databases and reuse it in whole or in part (characteristic as to the quality or quantity).
3. The User may voluntarily submit any feedback and suggestions regarding the operation and functioning of the Portal. By submitting the above-mentioned opinions and suggestions, the User – except for the P/T – grants to the Portal Owner the right to use them without claiming compensation from the User.
4. The User assumes full liability for posting the content not owned by the Portal Owner and the SuperAdministrator.

5. The Country/Dependency Administrator has the right to interfere with the content posted by the Region/City/Town Administrator and the Auxiliary Administrator subject to the territorial jurisdiction of the country or dependent territory administered by the Institution SuperAdministrator, by submitting suggestions on changes to the posted content, images and multimedia.
 6. The Region/City/Town Administrator has the right to verify the content posted by the Auxiliary Administrator.
 7. In the case of finding irregularities, the Country/Dependency Administrator may request a removal of an entry posted by the Region/City/Town Administrator or the Auxiliary Administrator.
 8. In the case of finding irregularities, the Region/City/Town Administrator may remove the entry posted by the Auxiliary Administrator, or remove it temporarily, until the ambiguity is clarified.
 9. The Country/Dependency Administrator may, in the absence of activity on the part of the Region/City/Town Administrator subject to territorial jurisdiction of a country or dependant territory administered by the Country/Dependency Administrator, change the Region/City/Town Administrator and propose a substitution.
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10. Data and information made available by Owners of the Objects on the Portal are for information purposes only.
 11. Links to other sites, websites and online services may be published on the Portal.
 12. The User is obliged to refrain from any actions that would violate the privacy of other Users, in particular involving the collection, modification, processing and dissemination of information about other Users without their consent.
 13. It is forbidden to use the Portal to send spam.
 14. It is forbidden to collect content and data of users and other forms of gaining access to the Portal using automated tools, in particular collecting bots, robots, spiders or programs copying without the consent of the Portal Owner.
 15. It is forbidden to obstruct the operation and functioning of the Portal.
 16. It is forbidden to conduct illegal multi-level marketing on the Portal.
 17. It is forbidden to harass, persecute and intimidate other Users.
 18. It is forbidden to attempt to access the Portal otherwise than through the interface and instructions provided by the SuperAdministrator and the Portal Owner.
 19. The Portal may only be used in the manner permitted by law, these Regulations and the rules of social coexistence.

§8 User Account

1. The Portal User may be any person interested in the possibilities offered by the Portal, having full legal capacity to enter into legal transactions.
2. The registration of a Traveller/Tourist is free of charge and requires following the instructions for completing the registration form and providing at least gender, date of birth, nationality, place of residence, username, password and email address.
3. The registration of the Commercial Administrator may take place for compensation to the Portal Owner determined in accordance with a price calculation subject to the selected parameters, and requires compliance with the instructions for completing the registration form and at least the username, password and email address, place of business, business area, the entrepreneur's company name and its number for tax

purposes, in the case of legal persons or organisational units with no legal personality, to whom legal provisions grant legal capacity, it is also necessary to provide data of a natural person representing the CA and the function performed.

4. The registration of the Country/Dependency Administrator, the Region/City/Town Administrator, or the Auxiliary Administrator is free of charge and requires compliance with the instructions for completing the registration form and at least the name of the legal person governed by public law being the User, password and email address, the name of the body representing the mentioned legal person governed by public law and the data of a natural person who exercises the powers of a legal person governed by public law as the CO/DA or the RA on the Portal.
5. The registration of the Auxiliary Administrator is free of charge and requires compliance with the instructions for completing the registration form and at least the username, password and email address, the name of the body it represents, name and surname, performed function in the body, the name and surname of the head of the body and the name of its function. Any Traveller/Tourist may become the Auxiliary Administrator upon approval by the Country/Dependency Administrator, the Region/City/Town Administrator or the SuperAdministrator.
6. The registration of the Temporary Administrator is free of charge and requires compliance with the instructions for completing the registration form and at least the username, password and email address, the name of the body it represents, name and surname, performed function in the body, the name and surname of the head of the body and the name of its function. Any Traveller/Tourist may become the Temporary Administrator upon approval by the Country/Dependency Administrator or the SuperAdministrator.
7. To register the User Account, it is required to confirm the data by selecting the Internet address sent to the email address provided by the User.
8. It is forbidden to use false personal data and appropriate the identity of others in the process of registration of the Account.
9. The User confirms to have read these Regulations, accepts its provisions and agrees to the processing of personal data in accordance with the Act on the Protection of Personal Data of 29 August 1997 (Journal of Laws of 2002, No. 101, item 926, as amended).
10. The User may update the data provided on the Portal by himself/herself or by contacting the SuperAdministrator.
11. The User may change the status of its Account upon meeting the requirements set out in these Regulations for the registration of a particular group of Users.
12. The Account on the Portal may be closed for the following reasons:
 - a) Submission by the User of the request to close the Account via a special form posted in the generally accessible section of the Portal,
 - b) Infringing by the User, or a third party using his/her Account, the provisions of law or these Regulations. The Account shall be closed upon prior requesting the User to cease infringing the Regulations or removing its effect within 7 days of receipt of the request. The request shall be sent to the User's email address provided in his/her Account. In the event of breaching by the User of the prohibition of posting on the Portal of illegal content within the meaning of Article 8 paragraph 3 point 2 b) of the Act, the Account shall be closed immediately, without prior notice, and it shall be combined with the removal of illegal content posted by the User on the Portal;
 - c) As a result of SuperAdministrator's decision to close the Account, whereby the Accounts of all categories of Users may be closed, except for Travellers/Tourists. The SuperAdministrator's decision on closing the Account in this case does not require any justification and it cannot be appealed against.
12. Closing the Account shall result in the loss of any rights that the User is entitled to under the Regulations as of its closing date. A natural person, a legal person or an organisational unit with no legal personality, to whom the provisions grant a legal capacity, whose Account has been closed for the reason referred to in paragraph 10 letter b) above, shall lose the right to set up a new Account.
13. In the event that the User has ordered one of the paid services provided through the Portal, or paid – in the case of its introduction by the Portal Owner – a fee for reading the content posted on the Portal or using other functions, and then his/her Account has been closed, so that he/she is not able to use the aforementioned services or the possibility of reading the above content or using the above functions:

- a) if the Account was closed for reasons specified in paragraph 11 letters a and b above – the User loses the amount paid to the Portal Owner before the Closing of the Account and cannot claim its refund;
- b) if the Account was closed for reasons referred to in paragraph 11 letter c above – the User is entitled to a refund of the amount paid to the Portal Owner, proportionally reduced by the portion that accrues for the period prior to closing the Account.
14. Paragraph 13 letter a) does not apply to Travellers/Tourists who in any case are entitled to a refund of the amount paid to the Portal Owner, proportionally reduced by the portion that accrues for the period prior to closing the Account.

§9 Rights and Obligations of the User

13. The Traveller/Tourist, the Commercial Administrator, the Country/Dependency Administrator, the Region/City/Town Administrator, the Auxiliary Administrator and the Temporary Administrator are entitled to use the Portal within all its functionalities assigned to a particular category of the User.
14. By accepting these Regulations and using the Portal the Traveller/Tourist, the Commercial Administrator, the Country/Dependency Administrator, the Region/City/Town Administrator, the Auxiliary Administrator and the Temporary Administrator undertake:
- 1) not to infringe illegally copyright, related rights, personal rights and rights arising from the registration of inventions, patents, trademarks, utility models and industrial designs as well as other rights to intangible assets of the Portal Owner, the Administrator and third parties;
 - 2) to refrain from any actions that would violate the privacy of other Users, except when the above actions are in accordance with the legal provisions of the country of the Portal Owner and the provisions of these Regulations;
 - 3) to refrain from any actions that could obstruct or interfere with the functioning of the Portal, as well as the actions involving destroying, changing, removing or damaging elements of the Portal, hindering access to the Portal to other Users or the Administrator;
 - 4) not to post as part of using the Portal:
 - a) data or information that is untrue, illegal or infringing the rights or goods of third parties, false, misleading, or any other that could cause any harm to the Users of the Portal, the Administrator, the Portal Owner, or the Portal, or interfere with, obstruct or prevent other Users from using the Portal, including viruses or other contagious or destructive programs, the posting of dangerous objects, including Trojan horses – programs that carry out unwanted, hostile activities, and any information or materials that may expose the Administrator or the Portal Owner to any claims for breaching any local, national or international law, including copyrights, rights to trademarks, commercial rights, trade secrets, etc.;
 - b) content contrary to cultural standards, generally applicable legal regulations, dangerous, violating the generally accepted culture standards, vulgar, aggressive, improper, obscene, drastic, illegal information, materials and statements that encourage to intolerance, hatred, violence, cruelty or breaching the law in any way.
15. The Traveller/Tourist, the Commercial Administrator, the Country/Dependency Administrator, the Region/City/Town Administrator, the Auxiliary Administrator and the Temporary Administrator shall be liable for damages or breach of rights of third parties caused by posting illegal content on the Portal, as well as for the use of the Portal contrary to the provisions of law or these Regulations.
16. The User acknowledges that any content non-compliant with the law or these Regulations shall be immediately removed by the Administrator in accordance with § 4 paragraph 2 of these Regulations.
17. The User is obliged not to disclose his/her login and password to the User Account. The Portal Owner and the SuperAdministrator are not liable for the unauthorised interference in the User Account by third parties.

§10 Paid Advertisements and Payment for other Services

1. The Commercial Administrator, the Country/Dependency Administrator, the Region/City/Town Administrator and the Auxiliary Administrator may post paid advertisements according to the current price list. The Portal Owner reserves the right to organise promotions and thus offer services at a more attractive price, which does not constitute an amendment to these Regulations.

2. Prices shown in the price list are net amounts and in certain cases require adding the VAT rate in accordance with the applicable tax regulations of the country of the Portal Owner.
3. The advertisement shall be published not later than within one hour from the activation.
4. The activation may be done by:
 - a) making a payment (in the full amount due) in the chosen manner, i.e. by online transfer, that is the form of electronic payment operated by the Przelewy24 service;
 - b) making a payment (in the full amount due) by card;
5. The activation takes place:
 - a) in the case of payment by online transfer, i.e. the form of electronic payment operated by the Przelewy24 service – upon recording the payment;
 - b) in the case of payment by card – upon recording the payment;
6. The Commercial Administrator, the Country/Dependency Administrator, the Region/City/Town Administrator and the Auxiliary Administrator may choose to issue a receipt (invoice) for the paid service by completing the data of the entity to which the receipt (invoice) is to be issued and clicking the “generate” option.
7. At the time of issue, the Commercial Administrator, the Country/Dependency Administrator, the Region/City/Town Administrator and the Auxiliary Administrator may edit and change the content of the advertisement.
8. The Portal may also offer other paid services to the Users. The Portal Owner is also entitled to introduce payments for the possibility to read the content posted on the Portal and to use its other functions.

§11 Complaints Procedure

1. In the case of irregularities in the functioning of the Portal, the User may submit a complaint form.
2. A complaint shall be submitted to the SuperAdministrator via emails or other forms of messages ensuring that the content of the complaint reaches the SuperAdministrator. The data of the Administrator may be found in the Contact tab on the home page.
3. Complaints shall be handled within 14 working days of submission.
4. The response to the complaint shall be sent by email to the address indicated by the User.
5. Complaints shall include at least:
 - a) the User’s data: name, surname, address, email address,
 - b) the subject matter of the complaint selected from the list,
 - c) a description of the reported irregularities in the functioning of the Portal,
 - d) the date of discovering the irregularities by the User.
6. Complaints that do not contain all the information indicated in point 5 shall not be treated as a complaint application. A response to such an application may be granted, but it is not obligatory.
7. Any disputes arising from the application of these Regulations or the operation of the Portal User – except for the Traveller/Tourist – shall be resolved by the competent court having jurisdiction over the registered office of the Portal Owner.
8. In the event that the Traveller/Tourist is required, under the agreement and these Regulations, to fulfil any consideration in exchange for the possibility to read the content posted on the Portal or to use other functions of the Portal, he/she shall also be entitled to withdraw from the agreement within 14 days from its conclusion without giving a reason and incurring any costs in accordance with the Act on Consumer Rights of 30 May 2014 (Journal of Laws of 2014, item 827, as amended), and in particular its Article 27, which states that: “A consumer who has entered into a distance contract may, within 14 calendar days, withdraw from it without giving a reason and without incurring the costs”.

§12 Final Provisions

1. These Regulations may be changed at any time by the Portal Owner. The changes shall be published on a regular basis in the form of a consolidated text of the Regulations on the Portal website. In the case of amending the Regulations, the Traveller/Tourist, the Commercial Administrator, the Country/Dependency Administrator, the Region/City/Town Administrator, the Auxiliary Administrator and the Temporary Administrator shall receive, at the time of logging in, a displayed message indicating that the Regulations have been updated. The Traveller/Tourist, the Commercial Administrator, the Country/Dependency Administrator, the Region/City/Town Administrator and the Auxiliary Administrator are obliged to read the Regulations in the new wording, and upon accepting the Regulations, it agrees to the terms and conditions set out in the Regulations in the new wording.

2. These Regulations shall apply from the date of commencement of the activity by the Portal.
3. The Traveller/Tourist, the Commercial Administrator, the Country/Dependency Administrator, the Region/City/Town Administrator, the Auxiliary Administrator and the Temporary Administrator have the right to address any questions or concerns regarding these Regulations or the rules for using the Portal to the SuperAdministrator by email. The data of the SuperAdministrator may be found in the Contact tab on the home page.
4. The administrator of your personal data is BB2 Sp. z o. o. Sp.k based in Borzęta, Borzęta 468 (admin@visitalbum.com). Providing data is voluntary. The data is processed in order to: establish / reply to correspondence and its simultaneous archiving. You have the right to access your data, correct it and delete it at any time.