

Regulations for the use of the Scientific Information Base Supporting Innovative Therapies

I. General provisions

1. This document constitutes the rules and regulations for the usage of the Scientific Information Base in Support of Innovative Therapies (hereinafter: "**BINWIT**").
2. These Regulations define the terms and conditions for the use of the Portal by the Users.
3. The prerequisite for using the Portal is thorough familiarization with the content of these Regulations and its attachments, as well as acceptance of all provisions contained therein.
4. These Regulations are available to the public at www.binwit.pl/regulamin. At the address indicated, everyone has the opportunity to obtain, reproduce and download the Regulations free of charge.
5. The Regulations have been drawn up according to article 8 sec. 1 point 1 of the Act of 18 July 2002 on the provision of electronic services (consolidated text: Journal of Laws, 2020, item 344; hereinafter: the "**Act on the provision of electronic services**").

II. Definitions of terms

The following terms and abbreviations that will be used in these regulations shall mean:

- a) **Administrator** - a representative of IITD, who is responsible for contacting the Website Users, as well as ensuring its proper functioning;
- b) **Personal Data** - information concerning an identified or identifiable natural person using the Portal;
- c) **Ludwik Hirszfeld Institute of Immunology and Experimental Therapy of the Polish Academy of Sciences located at Rudolf Weigl Street 12 in Wrocław (53-114); IITD PAN** - institution responsible for the BINWIT Project;
- d) **Infrastructure** - a set of ICT equipment and services made available within BINWIT to its Users;
- e) **User Account** - shall be understood as an area of the Portal available to the User, where after logging in the User can use the functionalities available only to the Registered Users;
- f) **Privacy Policy** - appendix no. 1 to these Regulations, constituting its integral part;
- g) **Project** - the project entitled: "Scientific Information Base Supporting Innovative Therapies" co-financed by the European Union;
- h) **Portal** - the website created by IITD at www.binwit.pl for digitalization of the scientific resources of IITD;

- i) **Cookies** - files saved and stored on a computer or other device when the User visits the website;
- j) **RODO** - 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) (OJ EU. L. 2016 No. 119, p. 1 as amended);
- k) **User** - any person using the Portal who has read and accepted the content of these Regulations;
- l) **Registered User** - a User registered in the Portal who has an active User Account;
- m) **Non-Registered User** - a User that does not have an active User Account;
- n) **Resources** - scientific resources of IITD PAN containing information about the collection of bacteriophages, their nucleotide sequence, and information on stem cell biology.

III. Scope and type of services provided

1. BINWIT is designed to digitize and digitally share, through ICT systems, the data on bacteriophage collections, their nucleotide sequences, and information on stem cell biology with a group of interested entities.
2. The use of the Portal is free of charge.

IV. User Account

1. The registration process of the User Account on the Portal consists of completing the registration form, which is available at <https://db.binwit.pl/pl/register>, containing the following fields:
 - a) User name - mandatory field;
 - b) e-mail address - mandatory field;
 - c) password - mandatory field.
2. The next stage is to confirm the e-mail address in the Portal by clicking on the link received in the e-mail.
3. The password for the User Account must meet the following complexity conditions:
 - be at least 8 characters long;
 - contain at least one uppercase and one lowercase letter;
 - include at least one digit.

The User should not disclose his login details to the Portal to third parties.

4. The Administrator has the right to delete fictitious Users Accounts and Users whose accounts do not meet the requirements specified in point 4.

V. Rights and obligations of the Users

1. Each User has the right to use the Portal to search for specific bacteriophages and stem cells, to browse the basic databases made available on the Portal, and to download and store Resources.
2. The Registered User is additionally entitled to:

- a) viewing advanced bacteriophage data;
 - b) viewing advanced data on mesenchymal stem cells;
 - c) searching for nucleotide sequences with a dedicated "BLAST" search engine.
3. Each User is obliged to use the Portal in a manner consistent with the law, the provisions of these Regulations and its appendix, license conditions, in particular:
- a) may not take any actions that disrupt or prevent the proper use of the Portal by other Users, including the use of software tools, computer codes, and files intended to be destroyed, changed, deleted, damaged, as well as obstructing access to IT data contained in the Portal;
 - b) is obliged to refrain from any actions that may violate good manners or the reputation of the Portal.
4. The User is fully responsible for any damage resulting from behaviour inconsistent with the provisions of these Regulations.
5. In the event of a violation of the provisions of the Regulations, the Administrator may block the User's access to the Portal.

VI. Rights and obligations of the Administrator

1. The proper functioning of the Portal is supervised by the Administrator, who undertakes to make every effort to ensure the possibility of using the Portal.
2. The Administrator has the right to:
 - a) verify the correctness and truthfulness of the data provided by the User. If an irregularity is detected, the Administrator reserves the right to: block the process of creating an account, call the User to immediately remove the irregularity and provide information to clarify the irregularity, block the Account until the matter is clarified, or remove the Account;
 - b) temporarily block access to the Account, in the event of justified suspicion of violation of the rules of using the Portal, both by the User and by unauthorized persons, or when the actions of the Registered User pose a threat to the proper functioning of the Portal;
 - c) remove the Registered User's Account if they lose the right to use the Portal;
 - d) update the software that implements the Portal, as well as the software that manages its Infrastructure;
 - e) change the rights assigned to the Users if this is required to maintain the overall efficiency of the Portal or is the result of the violation of the terms and conditions of use of the Portal by the User;
 - f) send to the e-mail address given by the User information that are connected with functioning of the Portal;
 - g) make changes to the Rules at any time, while the changes to the Rules will be published on the Portal website in a form enabling its downloading, saving, and printing - at the same time the Administrator is not obliged to inform the Users about the changes to the Rules in any other way.

3. The Administrator does not take any responsibility for any damages caused by the use of the Portal, and in particular:
 - a) for losses caused by equipment failure, loss of data due to force majeure or third parties, including primarily those caused by the User's error and failure to comply with the rules set out in the Portal documentation and the Administrator's recommendations;
 - b) improper processing of sensitive data by the Users;
 - c) illegal acts committed by the Users, i.e. acts contrary to the law or to the principles of social coexistence;
 - d) User's use the Portal contrary to its purpose;
 - e) unauthorized use of the Resources or other information made available in the Portal by the Administrator;
 - f) for the contents included in the materials published in the Portal, for direct or indirect damages caused by the Users as a result of actions related to access, use, or downloading of the materials from the Portal and their further exploitation, as well as caused by incorrect recording or reading of the materials;
 - g) for other circumstances beyond the Administrator's control.
4. The Administrator does not guarantee constant availability of the Portal.

VII. Final Provisions

1. All information collected about the User, including registration data, is used for administrative, operational, monitoring, reporting, and security purposes.
2. In matters not covered by these Regulations, the relevant provisions of Polish law shall apply.
3. Any disputes regarding the use of the Portal that cannot be resolved, their parties will try to resolve amicably. In the absence of an amicable settlement of the dispute, the dispute will be submitted to the court competent for the Administrator's seat.
4. The Provider reserves the right to amend these Regulations, including in the event of a change in the law or to improve the operation of the Portal, as well as to improve the protection of Users' rights and prevent abuse.
5. The provisions of the Regulations come into force on the date indicated by the Administrator, but not shorter than 14 days from the date they are made available on the Portal's websites.
6. These Regulations were adopted on March 15, 2021.

VIII. Attachment

Privacy Policy and Cookies of Scientific Information Base Supporting Innovative Therapies.