



Terms and conditions

MARIGOLD.PL

§1. General Provisions

1. These Terms and Conditions specify in particular:
 - a. the types and scope of Services provided electronically by the Operator, via the marigold.pl;
 - b. conditions for providing services by electronic means, including: technical requirements necessary for cooperation with the ICT system used by the Service Provider and a prohibition on the provision of illegal content by the Service Recipient;
 - c. conditions for the conclusion and termination of an agreement for the provision of services by electronic means;
 - d. complaint procedure.
2. The entity running the Service is "Marigold" an entrepreneur entered in the Central Information and Register of Business Activity under the name: Marigold Mariusz Tarka with its registered office in Pruszków (05-800), 28A/25 Broniewskiego street, NIP: 774 266 15 74 (hereinafter referred to as: Operator).
3. In these Terms and Conditions, the following definitions are used:
 - 1) Terms and conditions – Terms and conditions of the marigold.pl website;
 - 2) Website - Website available under the domain name marigold.pl;
 - 3) Operator - "Marigold Mariusz Tarka" entrepreneur entered into the Central Information and Register of Business Activity under the name: Marigold Mariusz Tarka with its registered office in Pruszków (05-800), 28A/25 Broniewskiego street, NIP: 774 266 15 74.
4. Partner - an entity to which at least limited capacity to perform legal acts has been granted, which has concluded a Service Agreement based on these Terms and conditions and which is not a consumer at the same time within the meaning of the Civil Code;
5. User [of the Website] - any person browsing the content of the Website, including the Partner;
6. Partner's Panel - a part of the website designed exclusively for the use of Partners, who may use it to perform activities on their Account under the concluded Service Agreement;
7. Account - an account individually assigned to the Partner in the Partner's Panel, whereby the Partner may perform current services in the scope of Services, which result from the concluded Agreement; Access to the Account is possible only by entering in the appropriate fields of the Service an individual Partner's ID (e-mail address constituting a login) and a password securing the Partner's Account;
8. Service - providing access to a Account functioning within the Partner Panel, which (if active - allows the Partner to perform activities consisting in downloading 3D Files;
9. 3D file - 3D spatial files made by the Operator, made available for download to all Partners in the Partner Panel as files with .stp,. step, .igs extensions;
10. License - a license granted to the Partner by the Operator, pursuant to which the Partner can use 3D files.



§2. Technical requirements

1. In order to use the Service and the Partner's Panel correctly, the Partner shall have the following:
 - a) multimedia device with access to the Internet;
 - b) access to electronic mail (e-mail);
 - c) access to a publicly accessible web browser that is updated to the current version;
 - d) a browser with cookies and Javascript options enabled.
2. As part of the use of the Services, the User is prohibited from providing illegal content within the meaning the Act of 18 July 2002 on Providing Services by Electronic Means (Journal of Laws 2020.344).
3. Within the Service, the Operator provides the following Services for Users (some of the Services are intended exclusively for Partners):
 - a) creating a Partner profile in the Partner Panel,
 - b) Partner Panel service,
 - c) providing 3D files for download.

§3. Conclusion of the agreement

1. The service is available at www.marigold.pl
2. The possibility of downloading the 3D Files is provided only for Partners after creating an Account. Unless otherwise agreed upon on the basis of separate agreements, it is not possible for a consumer (in accordance with Article 22(1) of the Civil Code) to create an Account; the rights and obligations of the consumer in such a situation are defined in separate regulations.
3. An Account can be created through the appropriate form provided by the Operator in the Service.
4. During Account registration the Partner is obliged to provide the following data (using the form provided):
 - a. full name of the business activity,
 - b. the registered office address,
 - c. an address for correspondence, if different from the registered office address,
 - d. e-mail address for the Partner's Account,
 - e. telephone number,
 - f. REGON number,
 - g. NIP number,
 - h. e-mail address which is a login to the Partner Account,
 - i. passwords to the Partner Account.
5. Conclusion of the Agreement on the basis of these Terms and Conditions requires the completion of all fields of the form specified as mandatory, as well as acceptance of these Terms and Conditions and the Privacy Policy.
6. As regards legal persons and other organisational units without legal personality, only a person authorised to act on their behalf may submit a registration.
7. Sending the form to the Service results from pressing the icon confirming the desire to register.



8. Registrations are verified for compliance with the conditions specified in the Terms and conditions.
9. The Partner may only have one Account; due to an important reason, the Operator may assign an additional Account to the Partner; having more than one Account is only possible under separate arrangements between the Operator and this Partner.
10. The person using the Partner's Account is liable for the existence on their side of the power of attorney or authorization to act on behalf and for the benefit of the Partner.
11. In the absence of a power of attorney or authorisation, or in case of exceeding the limits of the granted authorization, a person acting in the name or on behalf of the Partner shall be liable to the Operator on general rules resulting from relevant legal regulations.
12. . Registration to the service occurs at the moment of receiving by the Partner on the e-mail address given in the form the information about the positive passing of the registration process.
13. After the successful completion of the registration process, the Partner is allowed to download 3D Files.
14. The download of the 3D File is free of charge, unless otherwise specified in separate agreements.
15. The operator is entitled to block the possibility of downloading.

§4. Intellectual property

1. The use of the elements constituting the content of the Service without the written consent of the Service Provider constitutes a violation of the copyrights vested in the Operator and results in civil and criminal liability.
2. All trade names, Product names, company names and their logos used in the Service belong to their owners and are used for identification purposes only. They may be registered trademarks. All materials, descriptions and photographs presented on the website of the Service are used for information purposes.
3. Downloading the 3D File requires acceptance of the terms of the license agreement each time.
4. The terms and conditions of granting the license to use the 3D Files are specified in separate regulation.
5. The purpose of granting the license is to customize devices visualized within 3D files before their purchase or other use, especially for design or scientific purposes.

§5. Rights and obligations of the Operator

1. The Operator is committed to provide the Services with due care in terms of and under the conditions specified in these Terms and Conditions.
2. The Operator ensures the efficiency of the Service for the period resulting from the concluded Agreement.
3. The Operator, for no more than 8 hours per month, is entitled to limit the availability of the Service due to the necessity to perform maintenance works and modernization of the Service.
4. The Operator is entitled to publish in any place of the Website page on which the Partner's Proposal is published, information containing advertisements, announcements or advertising of goods and services of entities which cooperate with the Operator.



5. The Operator reserves the right to change the configuration of the Service settings, elements creating the Service, including graphics, content and other elements creating the Service, as well as to change the functionality of the Service, including the functionality of the Partner's Panel.

§6. Rights and obligations of the Partner

1. The Partner is obliged to comply with the law and the provisions of these Terms and Conditions.
2. The Partner is obliged to provide truthful data referred to in § 3(4) of the Terms and Conditions when registering an Account.
3. . The Partner is obliged to refrain from actions, which could make the use of the Service difficult for other Partners or third parties.
4. The Partner is obliged not to use harmful software (viruses, worms, Trojans, bots and others with similar functionalities), which may cause malfunction of the Service and the IT system used by the Service, as well as devices and software used by other Service Partners.
5. The Partners is obliged not to use software for automatic processing, editing or any other type of activities in relation to the Services provided by the Operator within the Website.

§7. Complaints

1. The User may submit complaints regarding the Services within 14 days from the occurrence of circumstances justifying their submission.
2. Complaints may be submitted by e-mail to: info@marigold.pl or by registered letter sent to the address: Marigold Mariusz Tarka, 28A/25 Broniewskiego street, 05-800 Pruszków.
3. The complaint should contain at least: name and surname or company name, User's e-mail address, information enabling identification of the report or 3D file to which the complaint relates, circumstances justifying the complaint, as well as the User's specific request related to registration.
4. If the data contained in the complaint need to be completed, the Operator shall request their completion within 14 days from the date of receiving the complaint.
5. The Operator shall consider the complaint within 14 days from the date of receipt of a correctly submitted complaint. The Operator shall inform the user about the way the complaint is considered by sending an e-mail to the address indicated in the complaint.

§8. Duration and termination of the agreement

1. The Agreement is concluded for an indefinite period of time with the possibility of its termination at all times under the conditions specified in these Terms and Conditions.
2. The Agreement between the Partner and the Operator shall be terminated in the cases indicated in the content of the Terms and Conditions.
3. Termination, regardless of the reason and legal basis, shall be delivered to the address of the Operator's registered office in written form under pain of nullity.
4. Either party may terminate the Agreement with one month's notice, effective with the end of the calendar month.



5. The Operator, after 12 hours from the request to stop infringements, has the right to liquidate the Account and terminate the Agreement without notice if the Partner:
 - a. has made the data for the Account available to another person,
 - b. uses personal data, including the use of such data in the content of the Proposals, contrary to the provisions of applicable law,
 - c. violates any of the provisions of the Terms and Conditions.
6. The Operator may terminate the Agreement with immediate effect, without prior notice, if the Partner has not logged into his Account in the Partner's Panel for a period equal to or exceeding 24 months.

§9. Final provisions

1. The Operator - under the conditions described below - has the right to amend these Terms and Conditions, including the introduction of new regulation. 14 days before the implementation of the amendment to the Terms and Conditions, the Operator provides the Partner's e-mail address with proposals of amendments and the planned date of possible amendments to the Terms and Conditions.
2. Failure to submit a declaration of no continuation of the Agreement or failure to submit a declaration of withdrawal from the Agreement is equivalent to acceptance of the amendment introduced.
3. In matters not regulated by these Terms and Conditions, the relevant provisions of Polish law shall apply, in particular the Civil Code and the acts listed in the content of the Terms and Conditions.
4. Any disputes connected with the execution of the Agreement will be solved by the ordinary court having territorial and substantive jurisdiction for the seat of the Operator.