

I. General provisions

§ 1.

The Service under the name baza.pzhk.pl is an online information and registration service, owned and operated by the Polish Horse Breeders Association, with the seat in Warsaw at Koszykowa 60/62 m.16, 00-673 Warsaw.

§ 2.

The present Regulations define the rules of using the Service operated by the Polish Horse Breeders Association under the name baza.pzhk.pl.

§ 3.

Matters not covered by hereby Regulations shall be governed and construed in accordance with the laws of Poland.

§ 4.

Meaning of the terms used in the Regulations is the following:

- 1) **PZHK** - Polish Horse Breeders Association based in Warsaw, Koszykowa at 60/62 m. 16, 00-673 Warsaw,
- 2) **PZHK database** - Central Register of Equines maintained by PZHK,
- 3) **Associations** - District/Voivodeship Horse Breeders Association (OZHK/WZHK) and Breed Associations affiliated with PZHK,
- 4) **Service** - an online service under the name baza.pzhk.pl run by PZHK in Polish and English, which enables viewing data of breeding horses stored in the PZHK database,
- 5) **User** - a natural person who is over 18 years of age and has a full legal capacity, or a legal entity who created an Account in the mode provided for in the Regulations. The following categories may be assigned to the Users:
 - a) Member of the Association - User who is a member of an Association federated in PZHK, paid the membership fee for the current or previous year;
 - b) Unassociated User - User who is not a member, owner of Polish or foreign breeding horses registered in the PZHK database or Member of the Association, but without a paid membership fee for the current year or previous year;
 - c) Unlogged User - User who has not logged in to the Service using an e-mail address but can view basic data of horses;
 - d) Logged-in User - User who has logged in to the Service using an e-mail address;
 - e) Verified User - User logged in to the Service and additionally verified by the appropriate OZHK/WZHK or User, who is not a member of the Association, verified by PZHK against payment;

- 6) **User Account** - an account assigned to a given User, by means of which the User may perform specific actions within the Service. The account is linked to the e-mail address provided during User registration;
- 7) **Regulations** – these Regulations;
- 8) **Test pedigree** - a pedigree of a hypothetical offspring for a selected pair of parents in the database, with a given inbreeding coefficient and the percentage of thoroughbred blood.

§ 5.

Purpose and rules of Service functioning:

- 1) The Service enables the User to view the extract of data from PZHK Database concerning breeding horses and their offspring,
- 2) The details of a horse enlisted below are downloaded from the PZHK Database and posted automatically in the Service, and changing any of them is possible only by submitting the required modifications to the PZHK Database by the appropriate OZHK/WZHK:
 - a) sex;
 - b) name;
 - c) breed;
 - d) coat colour;
 - e) date of birth;
 - f) date of death;
 - g) Unique Life Number;
 - h) pedigree 3 generations back;
 - i) progeny;
 - j) conformation measurements and conformation evaluation;
 - k) performance (including sport achievements);
- 3) Data contained in the Service are updated at least once a month.

§ 6.

Each person who commences to use of this Service shall acknowledge and accept the terms of these Regulations.

§ 7.

It is forbidden for the User to deliver to the Service unauthorised or offensive content and to take actions that are contrary to the Regulations or that may cause interference or disorder to the Service.

II. Technical information

§ 8.

To use the Service a correctly configured internet browser is necessary, such as Microsoft Internet Explorer, Firefox, Google Chrome, Safari or Opera.

§ 9.

For correct registration and use of the Service it is required that the User's browser accepts cookie files. Otherwise, registration or use of certain Service services may be difficult or impossible. Detailed information on cookie files are included in our **Cookies Policy** (see: footnote).

§ 10.

PZHK reserves that:

- 1) PZHK has the right to a technical break in the operation of the Service, necessary for the scheduled maintenance and running repairs of the server and/or software of the Service;
- 2) PZHK reserves the right to change, withdraw, suspend or terminate any functionality or property of the Service;
- 3) Due to technical limitations, PZHK cannot guarantee that information sent via the Internet will reach the User in a flawless, complete and full form. Neither can PZHK ensure that browsing the Service will take place without interruptions or technical defects that may be caused by the malfunction of the transmission system, including hardware failures, delays and disruptions of transmission of information.

III. Risks related to using the Service

§ 11.

Due to the transmission via the Internet, the use of the Service may involve threats such as malicious or spying software, security breach techniques (e.g. passwords) used to obtain personal data, or false electronic messages reminiscent of authentic illusions.

IV. Scope of information in the Service

§ 12.

The Service contains data of horses and data of their progeny and ancestors, useful for breeders. The service allows searching for data against various parameters and allows you to filter and sort them.

§ 13.

1. The scope of data available to the User depends on the type of access to the Service:
 - 1) general access – without the requirement to log in to the Service (Unlogged Users),
 - 2) access for Logged-in Users (see chapter 1 §4);
 - 3) access for Verified Users (see chapter 1 §4).
2. To be granted full access to data published on the Service, one must become a Verified User, in other cases the access is limited.

§ 14.

Logged-in Users can create a test pedigree of a planned foal and check the inbreeding coefficient. Only Verified Users can view the value in use of horses.

§ 15.

Users verified by OZHK/WZHK have access to the data of horses that are owned by them. In addition, when using the Service they can submit a horse for identification (data are directed to the OZHK/WZHK appropriate for the place of residence). Verified Users may in their profiles put their horses for sale in rynekpolskichkoni.pl Service.

§ 16.

Logged-in Users can view multimedia linked to the horses. Only Verified Users can post on the Service multimedia related to their horses. The horse card can contain a maximum of one photo (size to 4 MB) and one movie (link to the YouTube page), which are published upon approval of the Regional Administrator.

V. Restrictions for using the Service

§ 17.

1. PZHK has the right to revoke the User's access to the Service in the situation when:
 - 1) User in a flagrant or persistent manner violates the provisions of the Regulations,
 - 2) the purpose of registration or the manner of using the functionalities is obviously contrary to the principles and purpose of the Service,
 - 3) the access password is made available by the User to third parties,
 - 4) an official notice of the unlawful nature of data provided by the User or related activity has been received.

2. PZHK may seek compensation for damages resulting from general rules arising in connection with violations referred to in paragraph 1.

VI. Instruction for logging to the Service

§ 18.

1. In order to register in the Service do the following:
 - 1) go to the "Registration" tab (in the upper right corner of the screen);
 - 2) enter your e-mail address and password, then repeat the password, express consent to the processing of personal data and declare to have become acquainted with the Regulations, and then click "Register";
 - 3) go to the e-mail account under address provided during the registration and receive a message with an activation link. Click the link (the message may be in the SPAM folder).
2. Upon activating the account proceed, as follows:
 - 1) go to the "Login" tab (in the upper right corner of the page);
 - 2) enter the e-mail address and password provided during registration.
3. After logging in, the system will automatically go to the Profile page.

§ 19.

1. In order to change category from Logged-in User to Verified User do the following:
 - 1) go to the "Your horses" tab;
 - 2) in "User ID" box enter the "Identification Number" received from the respective Association (OZHK/WZHK);
 - 3) in the field "Horse ID", enter "Unique Life Number" (UELN), of the horse from the Association (OZHK/WZHK);
 - 4) after making sure that the data has been entered correctly, click the "Accept" button.
2. In the event of problems during verification (pop-up error messages), please contact the appropriate OZHK/WZHK or service administration at PZHK: kontakt@baza.pzhk.pl.

§ 20.

Upon logging-in to the Service a User has the opportunity to view the data introduced during registration and their modifications in the "Profile" tab.

§ 21.

By creating an account, the User agrees to receive information from the Service administrator.

VII. Personal data protection

§ 22.

1. When registering in the Service, the User only enters an e-mail address.
2. If a User has account verified by OZHK/WZHK (was the owner of a horse at the time of verification) the e-mail address is connected with personal data in the PZHK database (see chapter.1, § 4, p. 2).

§23.

1. PZHK is authorised to process, collect, record, store, develop, share and delete data to the extent necessary to operate the Service in accordance with the applicable law and described in the Privacy Policy (see: footnote).
2. The Administrator of the personal data is Polish Horse Breeders Association with the headquarters in Warsaw at Koszykowa 60/62 appt. 16, 00-673 Warsaw, Poland.
3. PZHK, being the administrator of the data protects personal data of the Users of the Service.
4. A User can exercise the right of access and the right to modify his/her e-mail address and password using the account on the Service. A Verified User whose e-mail address is associated with personal data in the PZHK database has the possibility to inspect his/her personal data and the right to correct them via the appropriate District/Voivodeship Horse Breeders Association. A User has the right to request the removal of his/her account from the Service. This is done by sending an email to PZHK to e-mail address: kontakt@baza.pzhk.pl. A User also has the right to withdraw all consents expressed through the PZHK websites at any time.
5. In case of any questions related to the processing of personal data in the Service, please contact the PZHK, preferably via e-mail to the address kontakt@baza.pzhk.pl, or by phone at +48 22 628-03-61 between 9:00 and 16:00 on business days.
6. PZHK guarantees that the Users' data will not be transferred or made available to other entities.
7. A User may express consent for the Service to store on his computer small text files (so-called cookies) necessary for facilitating the use of the website. Detailed information about the purpose of storing and accessing information by means of cookies and the possibility of determining the conditions of storage by the User or accessing this information via web browser settings are included in our Cookies Policy.

8. The database of Users' personal data is protected by law. These data are kept particularly safe and protected against unauthorised access.

VIII. Copyright

§ 24.

1. Both the content sets contained in the Service and its individual parts, such as: text materials, photos, graphics and other, are the property of PZHK (excluding multimedia published by Verified Users – see chapter IX, § 25 ust. 3 i 4) and benefit from the general principles of legal protection under the Act of 4 February 1994 on the Copyright Law and related laws.
2. The Users may take advantage of the content of this Service only within the scope of the permitted personal applications. The use of this Service in its entirety or any part for other purposes, in particular commercial ones, including copying, public replaying, or making available to third parties in any other way, may only take place under the condition of obtaining a clear written permission from PZHK and on the terms set out by the Polish Horse Breeders Association.

IX. Liability

§ 25.

1. The information and contents comprised in the Service are not intended to be used for making any decisions and should not constitute an exclusive basis for making any decisions, especially decisions of a legal, business, investment or taxation nature. Taking any decisions based on the content on the Service is at the User's own risk and any liability of PZHK for the effects of such decisions is excluded.
2. PZHK shall not be liable for damages resulting from any events that are beyond the control of PZHK, as well as in the event of problems with the functioning of the Service caused by force majeure, equipment failure, unauthorised Users or other unspecified reasons.
3. The User is responsible for the published content (including photos and videos from YouTube) and guarantees that they are consistent with the facts and the law, and their publication does not violate the rights of PZHK, The Regulations, or rights, including copyrights, of third parties.
4. Each User is obliged to respect copyrights under the pain of civil and criminal liability resulting from the provisions of the Act on the protection of copyright and related rights.

X. Final provisions

§ 26.

1. These Regulations are effective from the date of publication on the PZHK website, i.e. from 10.09.2019.

2. The PZHK reserves the right to change the content of these Regulations. All changes will be posted in the Service. Logged Users and Verified Users will be notified of the change electronically. If, within two weeks from the date of notification of the change in the Regulations, a User does not submit a request to delete the account (to the email address provided in the notification), it is considered that the changes have been accepted by the User. Amendments to the Regulations shall come into force upon the end of the notice period.
3. Users can access the Regulations at any time, via the link found in the footer on the main page of the Service.
4. In the event of a dispute arising in connection with the use of the Service, the parties undertake to resolve it amicably acting in good faith.
5. If it is impossible to reach an agreement, the court competent for resolving the dispute will be the court competent for the headquarters of the PZHK. The preceding sentence does not apply to disputes to which a User is a party.