

Terms of Use

1. WEBSITE OWNERSHIP

OW Polska spółka z ograniczoną odpowiedzialnością with its registered seat in Warsaw, Al. Jerozolimskie 98, 00-807 Warszawa., registered in the National Court Register for the capital city of Warsaw in Warsaw, XII Commercial Division under the KRS no 0000878645, TIN: 7011015813.

You may contact us through the following means : email contact@oceanwinds.com

This Website will not be used in connection with other contents, products and/or services which are not owned by OW and/or its affiliates and/or branch offices.

For the purposes of this Legal Notice, Users are those persons accessing the Website and/or sending a request or email to the Website or completing a Website form or registration process.

2. SCOPE

This Legal Notice contains all the terms and conditions that regulate: a) the access, navigation and use of the Website; b) the responsibilities arising from use of the Website and the provision of and/or contracting of products or services which may be offered through the Website; and c) the provision and use of Website content. Notwithstanding anything herein, the foregoing is without prejudice to the fact that OW may establish specific case-by-case conditions which regulate the use, provision and/or contracting of products or services which are offered to Users through the Website. In any case, those specific conditions will form an integral part of this Legal Notice.

Performance by the User of any single act among the following will constitute acceptance without reservation of each and every one of the rules found in this Legal Notice and will be taken as consideration on the part of the User: a) accessing the Website, b) filling out forms through the Website, c) sending requests for information or complaints, d) accepting employment/contractual offers or subscriptions, and e) in general, all acts of a similar nature to those carried out when filling out forms and/or when contacting via email addresses published on the Website. You must therefore read and understand the content of this Legal Notice.

Should the use, provision and/or contracting of products or services be offered through the Website, the mere fact of being used and/or requested by the User will constitute, equally, the User's acceptance without reservation of the corresponding established specific conditions which will also form an integral part of this Legal Notice.

3. WEBSITE USE AND ACCESS

Access to the Website by the Users is free. However, the use, provision and/or contracting of the products and services which may be offered by OW may be subject to the previous acceptance of formal requisites such as the filling out of corresponding forms, payment of fees and costs and/or the previous acceptance of specific conditions which apply to the same.

Merely accessing the Website does not imply the establishment of any link or commercial relationship between OW and the User, except where the appropriate means have been established and the User has previously complied with the requisites which are established.

Information on the Website relating to products or services offered by OW is solely for information and advertising purposes, unless otherwise stated.

If for the use, provision and/or contracting of a product or service offered through the Website, the User is obliged to register, he/she will be under an obligation to provide accurate information, guaranteeing the authenticity of all the data provided at the time of filling out the pre-established forms required to access the corresponding products or services. If, as a result of the User's registration, a password is issued, the User thereby is bound to use it diligently and to keep such password secret. Consequently, Users will be responsible for the adequate custody and confidentiality of all identifying data and/or passwords and are bound to not allow or facilitate their use by third parties, be it temporarily or permanently, nor to provide access to others. The use and/or contracting of products or services by third parties acquired due to a fault or negligent use or misuse of a password given to the User and/or the loss of the password by the User will be entirely the responsibility of the User.

Furthermore, it is the User's duty to immediately notify OW of any circumstances which may lead to the improper use of identifying data and/or passwords, such as theft, loss or non-authorized access, so that OW can proceed with prompt cancellation. Without limitation to any other provision hereof, for the duration of any such period during which any such circumstances are not communicated to OW, OW will be exempt from any responsibility which could derive from the improper use of the identifying data or use or misuse of passwords by third parties.

In all cases, the access, navigation and use of the Website, and the use or contracting of the services or products offered through the Website, is the sole and exclusive responsibility of the User.

The User is therefore bound to diligently and faithfully observe any additional instructions given by OW or by OW's authorized employees in relation to the Website's use and its contents.

The User is therefore bound to use the contents, products and services in a diligent, correct and lawful manner, complying with current legislation and, in particular, agrees to abstain from:

- Using any of the same in any manner which is against the law or that offends reasonable standards of general public morality, ethics or public order, or which is in any way contrary to the instructions of OW.
- Using any of the same in a way which harms the legitimate rights of third parties.
- Accessing and/or using the Website for professional or business purposes or incorporating the services and contents of the Website as its own business activities.
- Using contents and products and, in particular, information of any nature which is obtained through the Website or the services, for advertising purposes or any form of communication which has direct sales purposes or with any other commercial aim, or for unsolicited messages aimed at a group of people, independent of their finality, as well as abstaining from commercializing or circulating in any way any such information.

The use or application is expressly prohibited of any technical, logical or technological resources by virtue of which Users may benefit, directly or indirectly, with or without profit from the unauthorized exploitation of the contents and/or services of the Website.

4. DISCLAIMER OF WARRANTIES

THE WEBSITE, INCLUDING WITHOUT LIMITATION, ALL SERVICES, FEATURES, CONTENT, FUNCTIONS AND MATERIALS PROVIDED THROUGH THE SAME, ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTITY MAKES NO REPRESENTATION NOR WARRANTY RELATED TO THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT, SERVICES, PRODUCTS, TEXT, GRAPHICS, LINKS, OR OTHER ITEMS CONTAINED WITHIN THE WEBSITE, OR THE RESULTS OBTAINED FROM ACCESSING AND USING THE WEBSITE AND/OR THE CONTENT CONTAINED HEREIN.

5. INTELLECTUAL PROPERTY RIGHTS

OW is the owner and/or the rights holder and/or has obtained a corresponding licence of the intellectual property rights and/or image rights, where necessary and/or subsisting, pertaining to the contents available through the Website. The term "contents" as used anywhere herein, extends but is not limited to the texts, graphic designs, drawings, codes, software, photographs, videos, sounds, indices, images, brands, logos, expressions, information and, in general, any other creation which is protected by national regulations and international treaties on intellectual property.

The products and services offered through the Website, and the intellectual property rights therein, are and shall remain the exclusive property of OW and/or the relevant right holder.

All intellectual property rights in and to all contents are reserved and, in particular, it is forbidden to modify, copy, reproduce, publicly communicate, transform or distribute in any way the totality or part of any contents included in the Website for public or commercial means unless with the prior, express and written authorization of OW or, as the case may be, from the third party owner or rights holder of the same. Among others, the use of any technology to extract and collect information and contents from the Website is forbidden.

Access to and navigation through the Website will in no case be understood as a relinquishment, transmission, license or total or partial transfer of any rights by OW howsoever. Consequently, it is not permitted to delete or manipulate any indicators of rights ownership (for example "copyright", "©", "trademark" or "TM" indicators) or other identifying data, whether in favour of OW or any other parties, and/or any technical protection mechanisms, fingerprints or whichever information or identification mechanisms may be contained in, or otherwise pertain to, any contents.

Any references to names and commercial or registered brands, logos or other distinctive marks, which are owned by OW or by others, implicitly forbid their use without the authorization from OW or from the owner or the rights holder. At no time, unless otherwise expressly stated, shall access or use of the Website and/or its contents, give the User any right whatsoever to the brands, logos and/or distinctive signs included in the Website, each of which is protected by Law.

6. LINKS

6.1. Links from the Website to other websites

OW may offer direct or indirect links to other Internet websites which are outside of the Website. The presence of these links in the Website have a purely informative purpose only and at no time constitute an invitation to contract the products and/or services offered on such websites. Furthermore, no such link implies the existence of a commercial link or relationship with the person or entity owning the website to which the link is offered.

In any such case, OW will not be responsible for establishing general conditions to be taken into account in the use, provision or contracting of or for any such services or products and, as such, OW may not be held responsible in any way in relation with any such products or services in any manner whatsoever.

OW does not have the knowledge, human resources or technical means to control or approve the information, contents, products or services provided by or through other websites to which it offers a link from the Website. CONSEQUENTLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTITY WILL NOT BE RESPONSIBLE FOR ANY MATTERS RELATING TO SUCH THIRD PARTY WEBSITES LINKED WITH THE WEBSITE. SPECIFICALLY, WITHOUT LIMITATION, THE ENTITY WILL NOT BE RESPONSIBLE IN ANY WAY WHATSOEVER FOR THE FUNCTIONING, ACCESS, DATA, INFORMATION, FILES, QUALITY, PRODUCTS AND SERVICES, LINKS AND/OR CONTENT OF ANY SUCH WEBSITES.

Notwithstanding the above, where OW becomes aware that the activity or the information which it links to is illegal and will lead to a crime or damage the rights or property of third parties, it will act promptly with diligence to delete or cease from using the corresponding link.

Likewise, if Users become aware of the illegality of the activities carried out through any such third party websites, they will be under the obligation to communicate such matter to OW at the earliest reasonable opportunity such that OW may evaluate the same and act appropriately.

6.2. Links from other web pages to the Website

If any User, entity or webpage wishes to establish a link to the Website of any nature, they must comply with the following conditions:

- They will need to obtain prior, express and written authorization from OW.
- The link will only be made to the Website's homepage, unless otherwise stated or authorized.
- The link will need to be absolute and complete, i.e. it must lead the User through a click to the main page and must include the whole of that page. In no case, unless otherwise authorized by OW, will the webpage from which the link is made be able to i), reproduce in any way on the Website, ii), include the Website as part as its own website or as any frames from such website, or iii), be able to create a browser on any of the Website pages.
- On the website from which the link is established, unless with OW's express prior written approval, no declaration of any nature may be made to the effect that OW has authorized the link. If OW providing the link from its webpage to the Website wishes to include on its own webpage any brand, denomination, commercial name, label, logo or any other sign which identifies OW and/or the Website, they must obtain previous, express and written authorization from OW.
- OW forbids the link to the Website from all those webpages which contain materials, information or contents which are illegal, degrading, obscene and in general, which infringe upon morality, public order, current legislation, generally accepted social rules or which harm the legitimate rights of third parties.

7. PRIVACY

When it is required that the User registers or provides personal data (in order to access services, subscribe to newsletters, carry out any registration process, request information, send forms, make consultations or complaints or to solicit any contractual transaction, among others), the User will be alerted as to the need to provide his/her personal data.

In any event, the collection and processing of personal data will be carried out in compliance with the requirements of the applicable data protection regulations as well as the [Privacy Policy](#) which forms an integral part of this Legal Notice.

8. DURATION AND MODIFICATION

OW reserves the right to modify any of the terms and conditions of this Legal Notice and/or the particular terms and conditions which may have been established for the use and/or contracting of the products and services provided through the Website, whenever it deems it appropriate due to business reasons and/or in order to adapt and comply with any changes in legislation and in technology, becoming effective since the updated publication of the same on the Website.

The term of this Legal Notice coincides with the duration of its publication and exhibition in the Website, until such time as it is totally or partially modified. At such moment, the modified terms of use will become binding.

OW may, at any time, finalize, cancel or interrupt access to the published content. In any such case the User will have no right to claim compensation of any kind. Following any such cancellation, the prohibitions that are set out above in this Legal Notice regarding the use of contents will remain valid.

9. COMMUNICATIONS

For any communication between OW and the User, the User must contact with OW through the postal and/or email address provided on the Website. Communications from OW to the User must comply with the contact information provided by the User. The User therefore expressly accepts the use of the email address provided as a valid means for the exchange of information between OW and the User.

10. MISCELLANEOUS

This Legal Notice is governed by the laws of Poland.

The headings of the different sections herein only have an informative nature and do not affect, qualify or modify the interpretation of this Legal Notice.

Where there is any discrepancy between the effects of this Legal Notice and the particular terms which may be established in relation to any specific products or services offered in the Website, the latter will prevail.

Where any one of the provisions set forth in this Legal Notice could be considered as not being totally or partially binding by a Court of Law or by a recognized regulatory body, such nullity will not affect the other provisions contained in this Legal Notice nor any other provisions which have been established.

Where OW does not exercise any of the rights contained in this Legal Notice, such event will not constitute a relinquishment of this right, unless expressly stated in writing.

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