

Terms of Service

Hello!

Below you can see the rules of the UI Bundle website, where you will find, among others, rules for using the website, registering user accounts, processing personal data.

If you have any questions or concerns regarding the Website, we are at your disposal at <https://uibundle.com/>

§ 1 Definitions

For the purposes of these Regulations, the following terms are used:

- 1) **User** – a natural person with full legal capacity, a legal person or an entity without corporate status,
- 2) **Consumer** – a natural person with full legal capacity, concluding with the Administrator a contract not related directly to its business or professional activity; the Consumer is also a User,
- 3) **Content** - digital content added by registered Users, in particular UI Kits, mockups, icons, fonts,
- 4) **Website** – website available at <https://uibundle.com/> ,
- 5) **Rules** – this rules, available at <https://uibundle.com/terms-of-service> ,
- 6) **Administrator** – We Do Tech Limited, Unit 1206, 12/F., Eastern Commercial Centre, 397 Hennessy Road, Wanchai, 999077, Hong Kong, Company registration number: 2964925, Business registration number: 72099473.

§ 2 Introductory Provisions

1. Through the Website, the User may download materials available therein free of charge under the conditions set out in these Rules and the license available at: <https://uibundle.com/license>
2. The Rules define the terms and conditions of using the Website, as well as the rights and obligations of the Administrator and the User.
3. It is not necessary for a computer or other User's device to meet specific technical conditions in order to use the Website. The following are sufficient:
 - 1) Internet access,
 - 2) a standard operational system,
 - 3) a standard browser,
 - 4) an active e-mail address.
4. The User may browse the content of the Website without the need to provide personal data, but may not register an account anonymously.
5. It is forbidden for the User to provide illegal content, in particular by sending such content as part of the forms available on the Website.

§ 3

Services provided electronically

1. Through the Website, the Administrator provides the User with an electronic service consisting in providing the User with the possibility of viewing the publicly available content of the Website, which consists of text, graphics and audiovisual content.
2. The Administrator also provides the User with an electronic service consisting in enabling the User to download UI patterns. When the User downloads the file, the Administrator grants them a license under the conditions described in the tab available at: <https://uibundle.com/license>
3. Users also have the option of adding Content. In order to add Content, it is necessary to create an account. If the User decides to set up an account on the Website, the Administrator also provides the User with an electronic service consisting in setting up and maintaining an account on the Website. The User's data is stored in the account. The user logs in to the account using their e-mail address and the password they defined.
4. Creating an account on the Website is done by completing the account registration form available on the Website. The user may at any time delete the account from the account management panel or by sending a relevant request to the Administrator.
5. Registered Users are given the option to add Content and further information about themselves in their account, in particular by providing links to their profiles on other portals.
6. If the User has registered a user account or decides to subscribe to the newsletter independently (via the subscription form available on the Website), the Administrator also provides the User with an electronic service consisting in sending the User e-mail messages containing information about new products, promotions, services and products related to the Website. The User may unsubscribe from receiving the newsletter at any time by clicking on the unsubscribe button visible in each message sent as part of the newsletter or by sending a relevant request to the Administrator.
7. In order to ensure the safety of the User and the transfer of data in connection with the use of the Website, the Administrator takes technical and organizational measures appropriate to the degree of threat to the security of the services provided, in particular measures to prevent the acquisition and modification of personal data by unauthorized persons.
8. The Administrator takes steps to ensure that the Website functions properly. The User should inform the Administrator about any irregularities or interruptions in the functioning of the Website.
9. The User may submit any complaints related to the provision of electronic services and the functioning of the Website via e-mail to the e-mail address contact@uibundle.com. In the complaint, the User should provide data enabling their identification as Website User, as well as the type and date of the irregularity related to the functioning of the Website. The administrator will respond to the complaint within 30 days of its receipt.

§ 4

Intellectual Property Rights

1. The Administrator hereby instructs the User that the Administrator or registered

Users are entitled to copyrights to the materials available on the Website (with regard to the content from such Users).

2. The Administrator hereby instructs the User that further dissemination of materials to which the User does not have copyright, without the consent of the authorized entity, constitutes an infringement of copyright and may result in civil or criminal liability.

§ 5

Submitting Freebies

1. A Registered User may add Content on the Website.

2. By adding Content, the User declares to the Administrator that he has full rights and is entitled to dispose of the added Content, and the added Content does not infringe any rights of third parties, in particular copyrights or personal rights.

3. By adding Content, the User grants the Administrator a territorially unlimited license to distribute the Content via the Website and use the Content for the purpose of advertising or promoting the Website, including as part of activities carried out via social media. Based on the license granted, the Administrator has the right to grant further licenses. The Administrator has the right to modify, make changes and adapt the User Content to the extent necessary to make them available on the Website.

4. The Administrator undertakes to mark the User as the creator of the Content by indicating his name and surname in accordance with the data provided in the registration form.

5. The User has the right to designate the type of license under which their Content will be shared further. The user can choose between the following licenses: "100% free" and "Free for personal use". Details can be found on the Website.

6. The Administrator retains the right to remove Content added by the User, in particular if they violate the rights of third parties, applicable law or the provisions of the Rules. The user may not object to this or raise any claims in this respect.

7. The User may at any time remove their Content from the Website, thereby terminating the license.

8. In the event of any claims against the Administrator for making the UI available on the Website, the User who made the Content available undertakes to provide the Administrator with any assistance to defend against these claims. In addition, the User undertakes to cover all costs related to these claims, in particular the costs of legal assistance provided to the Administrator and amounts paid by the Administrator as compensation or damages, also on the basis of a settlement.

§ 6

Unlawful Behaviour

1. The User is obliged to use the Website in a manner consistent with the law, morality and the Rules. It is not allowed, in particular:

1) to send illegal content via the forms available on the Website, in particular content that is offensive, racist, discriminatory, inciting to aggression or hatred, sexist,

pornographic,

2) to publish on the Website content that infringes personal rights or intellectual property rights, in particular copyrights,

3) to use the Website in a way that is burdensome for other Users or the Administrator,

4) to take any actions to disrupt the proper functioning of the Website, in particular through the use of malicious software,

5) sharing User account access data with other people.

2. In the event of unauthorized use of the Website, the Administrator may terminate the user account agreement with immediate effect by sending relevant information to the e-mail address assigned to the user's account and block the User's access to the User's account.

§ 7

Personal Data and Cookies

1. The Administrator is the Administrator of the User's personal data.

2. The User's personal data is processed for the following purposes and based on the following legal grounds:

1) conclusion and performance of a user account agreement - article 6 (1) (b) GDPR,

2) creating an archive for the possible need to defend, establish or pursue claims – article 6 (1) (f) GDPR,

3) sending notifications to registered users, which is the legitimate interest of the Administrator in the form of promotion of its services – article 6 (1) (f) GDPR,

4) sending the newsletter, after prior consent – article 6 (1) (a) GDPR.

3. The following entities may participate in the processing of personal data as processing entity: hosting provider, providers of software in which personal data are processed (e.g. mailing system), subcontractors gaining access to personal data in connection with the performance of their duties or the services commissioned to them. All processing entities are related to the Administrator by agreements on entrusting personal data processing and a guarantee of an appropriate level of personal data protection.

4. Personal data may be transferred to law firms in order to provide the Administrator with legal assistance, if such assistance requires access to personal data. In addition, personal data may be transferred to tax offices to the extent necessary to perform tax, settlement and accounting obligations, and to entities, bodies or institutions authorized to obtain access to data on the basis of legal provisions, such as the police, security services, courts, public prosecutor's offices.

5. In the scope of MailChimp mailing system use, Users' personal data may be transferred to the USA, in connection with their storage on American servers. The provider of the mailing system guarantees an appropriate level of personal data protection with standard contractual clauses. The User's data is also transferred to third countries in connection with the storage of data collected on the Website as part of the infrastructure provided by

Linode. Linode ensures an adequate level of personal data protection through standard contractual clauses.

6. The User's personal data is deleted after the expiry of the limitation period included in the contract concluded with the Administrator, with the exception of data in the mailing system, which are stored throughout the operation of the newsletter in order to ensure the possibility of pinpointing the moment of subscribing to the newsletter and the moment of unsubscribing from the newsletter, which is the legitimate interest of the administrator referred to in article 6 (1) (f) GDPR. If the limitation period for civil law claims, penalties under the provisions of criminal law or penalties under the provisions of administrative law would expire after the winding up of business, the data will be deleted after this period.
7. User's rights related to the processing of personal data: the right to request the Administrator to access personal data, rectify it, delete it, limit processing, the right to object to processing, the right to transfer data, the right to withdraw consent to the processing of personal data, the right to file a complaint to the personal data protection office.
8. Providing personal data by the User is voluntary, but necessary to contact the Administrator, create an account or subscribe to the newsletter.
9. The website uses cookies technology. Own cookies are used for the proper functioning of the Website and for statistical purposes related to determining the User's location. Third-party cookies are related to the Administrator's use of tools provided by third parties:
 - 1) Google Analytics,
 - 2) Facebook Pixel,
 - 3) Facebook Connect,
 - 4) Google Tag Manager.
10. Details related to personal data and cookies are described in the privacy policy available at contact@uibundle.com

§ 8

Final Provisions

1. The Administrator reserves the right to make changes to the Regulations.
2. The Polish law is the law applicable to any disputes arising in connection with the use of the Website. The choice of foreign law, however, does not deprive the Consumer of their rights under the mandatory provisions of the law of the country of his permanent residence.
3. Any disputes related to contracts concluded via the Website will be considered by the Polish common court having jurisdiction over the place of permanent business activity of the Administrator. This provision does not apply to Consumers for whom the jurisdiction is determined on general principles.
4. These Rules are valid from **November 15, 2020**
5. All archival versions of the Rules are available for download in .pdf format - links can be found below.