

# TERMS OF SERVICE

## § 1

1. This Terms of Service (the “**Terms**”) describe the rights and responsibilities that apply to use of Prototype Showcase’s websites and services (collectively, the “**Service**” or “**Prototype Showcase**”), each owned and operated by UXPin Sp. z o.o., Abrahama 37/8, 81-366 Gdynia, Poland, registered at KRS no. 0000400136, VAT id number (NIP) 5862274376, statistical number (REGON) 22155018100000 (“**UXPin**”).
2. UXPin’s [Privacy Policy](#) and Prototype Showcase Privacy Policy Addendum (the “**Privacy Policy**”) are an integral part of the Terms. Reading and accepting the Terms is mandatory before using the Service.
3. The Service is available for users of majority age, i.e. 18 or older as well as legal entities (“**User**”). If you are entering into the Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to the Terms.
4. Prototype Showcase Service provides Users with an opportunity to submit their own prototypes, UI animations and interactions created in UXPin tool, in accordance to the [UXPin Terms of service](#), by means of the Service (any such material, “**Content**”).
5. All Content uploaded are copyright of their respective owners, who retain all rights and ownership to it.
6. UXPin requires a licence to Content uploaded to the Service. User uploading any Content to the Service grants UXPin a non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license to use (including the right to host, index, cache, format), reproduce, publicly display, distribute, modify (in particular to better showcase Users Content) publicly perform, and translate the Content. The license granted by a User is for the purpose of operating, marketing (including without limitation on emails, marketing channels and other promotional materials- subject to the requirements set out in the Privacy Policy), promoting, and improving the Services. UXPin, whenever possible, will attribute to the owner of the Content if it is incorporated into a Services feature or into promotional or marketing materials. This paragraph will survive the termination or expiration of the Terms.
7. By submitting their Content to the Services, the User also gives other Services Users the right to share their Content via various social media platforms integrated with Prototype Showcase’s Services. UXPin does not monitor or control what other Users do with one’s Content. It is Users responsibility to monitor adherence to the copyright rules to their Content by other Users or third persons.
8. All material available on the Service other than provided by the Users and all material and services provided by or through Prototype Showcase, its affiliates, subsidiaries, employees, agents, licensors or other commercial partners including, but not limited to, software, all informational text, software documentation, design of and “look and feel”, layout, photographs, graphics, audio, video, messages, interactive and instant messaging, design and functions, files, documents, images, or other materials, whether publicly posted or privately transmitted as well as all derivative works thereof (collectively, the “**Materials**”), are owned by us or our licensors or service providers, and are protected by copyright, trademark, trade secret and other intellectual property laws.

9. Users agree that any ideas, suggestions, concepts, processes or techniques which are provided to Prototype Showcase related to the Service or its business ("**Feedback**") are and will be Prototype Showcase's exclusive property without any compensation or other consideration payable to User by Prototype Showcase, and User does so of their own free will and volition. Prototype Showcase may or may not, in its sole discretion, use or incorporate the Feedback in whatever form or derivative Prototype Showcase may decide into the Service or its business or other products. User hereby assign all rights on a worldwide basis in perpetuity to Prototype Showcase in any Feedback and, as applicable, waive any moral rights.

## § 2

1. The Users may submit Content under their official names, nicknames or other professional aliases.
2. Users Content may be submitted provided that it was created with UXPin tool and according to the UXPin Terms of service.
3. Users must not describe or assign Content in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others.
4. Users are entirely responsible for the Content of, and any harm resulting from that Content.
5. UXPin may change or remove any description or keyword that it considers inappropriate or unlawful, or otherwise likely to cause UXPin's liability.
6. By making Content available, User represent and warrant that:
  - a) the uploading, downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
  - b) in case an employer has rights to intellectual property that User create, the User have either (i) received permission from the employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
  - c) User have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
  - d) the Content does not contain or install any viruses or other harmful or destructive content;
  - e) the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
  - f) the Content is not obscene, libelous or defamatory, hateful or racially or ethnically objectionable, and does not violate the privacy or publicity rights of any third party;
  - g) the Content is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods;
  - h) User is not named in a manner that misleads your readers into thinking that you are another person or company, and
  - i) User have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by Prototype Showcase or otherwise.

### § 3

1. Users are eligible to submit their Content as long as:
  - a) they read and accepted the Terms,
  - b) the Content has been created in UXPin tool and according to the UXPin Terms of service,
  - c) the Content does not violate any third-party rights, in particular, but not limited to, copyrights, other intellectual property rights and complies with any and all requirements listed in § 2 of this Terms,
  - d) the Content meets the current technical criteria listed on the Prototype Showcase submission page (at <http://showcase.uxpin.com/upload>),
  - e) provide a link to a preview page of the Content (prototype),
  - f) provide User identification (name, alias etc.).
2. By submitting the Content and accepting the Terms User enters into legally binding agreement with UXPin.
3. User may withdraw from the agreement and request removal of the submitted Content without giving a reason, any time. The Users may request removal of their Content by contacting UXPin at [hello@uxpin.com](mailto:hello@uxpin.com). UXPin shall honor all requests and remove indicated Content as soon as it is technically viable. User acknowledges that caching or references to the Content may not be made immediately unavailable.
4. Information about the function and purpose of software or data that are not a component of the Service, that may possibly have been used by UXPIN in the Service ("cookies"), as well as any applicable information on possible threats related to using the Service are set out in [UXPin Privacy Policy](#).
5. There is no limit to the quantity of Content submitted by single User.
6. Each and every submission is reviewed by the UXPin and only selected Content will be placed in the Service. UXPin reserves the right not to inform Users whose submissions were rejected nor to provide the reasoning behind it.
7. Prototype Showcase may offers awards, gifts or badges to the selected Users, subject to the current information on the Service website.
8. Prototype Showcase may select Content submissions weekly and monthly to honour the best designs with the Design of the Week / Design of the Month badge.

### § 4

1. Prototype Showcase does not review and cannot review, all of the material, including computer software, made available through the websites and webpages to which Prototype Showcase links, and that link to Prototype Showcase. Prototype Showcase does not have any control over those non-Prototype Showcase websites and webpages, and is not responsible for their contents or their use. By linking to a non-Prototype Showcase website or webpage, Prototype Showcase does not represent or imply that it endorses such website or webpage. Users are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses and other harmful or destructive content. Prototype Showcase disclaims any responsibility for any harm resulting from Users use of non-Prototype Showcase websites and webpages.
2. Prototype Showcase reserves the right to refuse or remove any Content or terminate or deny access to use of the Service for any reason whatsoever.

## § 5

1. It is not allowed to submit inappropriate Content that is:
  - a) Illegal,
  - b) Pornographic, mature in content, or gratuitously or overly sexual,
  - c) Racist, sexist, or otherwise offensive,
  - d) Shockingly graphic, grotesque, or obscene,
  - e) Inflammatory (e.g. name-calling, preaching, ranting, stirring up controversy, or venting frustrations),
2. Users Content inspired by others work should give credit, otherwise it may be interpreted as stolen.
3. Users recognize that Content posted under an individual name represents that it is created by personal work and not the work of a team, collective, community or any other group of individuals. If you would like to share Content created by a team, indicate that when uploading.

## § 6

1. If User or any other person or legal entity believes any Content accessible on or from Prototype Showcase infringe copyright or any other third-party rights, one may request removal of that Content (or access to them) from the Prototype Showcase by submitting written notification at [hello@uxpin.com](mailto:hello@uxpin.com). The written notice must include substantially the following:
  - a) User or other signalling person physical or electronic signature.
  - b) Identification of the copyrighted Content User or other signalling person believes to have been infringed or, if the claim involves multiple Contents on Prototype Showcase, a representative list of such works.
  - c) Identification of the Content User or other signalling person believe to be infringing in a sufficiently precise manner to allow Prototype Showcase to locate that material.
  - d) Adequate information by which UXPin can contact User or other signalling person (including name, postal address, telephone number, and, if available, email address).
  - e) A statement that the User or other signalling person have a good faith belief that use of the copyrighted Content is not authorized by the copyright owner, its agent, or the law.
  - f) A statement that the information in the written notice is accurate.
  - g) A statement, under penalty of perjury, that User or other signalling person are authorized to act on behalf of the copyright owner,
2. Removal of Content indicated in this section 1 shall constitute sole and exclusive remedy available to Users or any other third parties towards UXPin in event of uploading any illegitimate Content.
3. If User believes that Content posted on Prototype Showcase was removed or access to it was disabled by mistake or misidentification, one may file a counter-notification with UXPin (a "Counter-Notice") by submitting written notification to address designated above.
4. The Counter-Notice must include substantially the following:
  - a) User or other signalling person physical or electronic signature,
  - b) An identification of the Content that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled,
  - c) Adequate information by which UXPin can contact the User or other signalling person (including name, postal address, telephone number, and, if available, email address).
  - d) A statement under penalty of perjury by User or other signalling person that one has a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.

5. Prototype Showcase is allowed to restore the removed Content if the party filing the original Notice does not file a court action against you within ten business days of receiving the copy of the other party Counter-Notice.

## § 7

1. In any cases other than copyright infringement, the User has the right to file complaints in the following forms:
  - a) in writing by mail sent to the address: Aleja Grunwaldzka 186 IIIp, 80-266 Gdańsk, Poland.
  - b) in electronic form at the e-mail address [hello@uxpin.com](mailto:hello@uxpin.com).
2. Each complaint should contain at least:
  - a) Name and surname,
  - b) E-mail address,
  - c) detailed description of the complaint,
  - d) the content of the request.
3. UXPin considers the complaint within 30 days from the date of its receipt or supplement with the information necessary for its consideration.
4. In particularly complicated cases, UXPin may provide User with:
  - a) explanation of the reason for the delay in regard to term set out in point 3 above,
  - b) indication of the circumstances that must be determined for consideration of the case,
  - c) specification of the expected date of final consideration of the complaint.
5. If the claims arising from the complaint are not satisfied, it is possible to:
  - a) Users who are considered consumers have the opportunity to use the out-of-court way to resolve complaints and claims at the Polish Permanent Consumer Arbitration Court at the Provincial Inspector of Trade Inspection. Information on how to access the above mentioned mode of conflict resolution and procedures for resolving disputes, can be found at the following address: [www.uokik.gov.pl](http://www.uokik.gov.pl), in the tab "Settlement of consumer disputes".
  - b) file a claim against UXPin at a court of general jurisdiction in accordance with generally applicable provisions.

## § 8

1. Users agree that, under no legal theory, including, but not limited to negligence, breach of warranty or condition, breach of contract or tort, will UXPin or its owners, officers, directors, affiliates, contractors, employees or agents, be liable to a User or any third party acting on Users behalf for any indirect, incidental, special, consequential, punitive, or exemplary damages or damages for loss of profits, goodwill, use, data, or other intangible losses or the cost of any substitute equipment, facilities or services (even if UXPin has been advised of the possibility of such damages), arising from or relating to the Terms or use of or Users inability to use the Service, or for any damages arising from or related to the Terms.
2. UXPin's total aggregate liability from any and all claims under the Terms is limited to the furthest extent permitted by law.
3. The foregoing limitations will also apply with respect to any damages incurred by reason of any content or services provided on any third party sites or otherwise provided by any third parties other than UXPin and received by a User through or advertised on the Service or received by a User on any third party sites. User also agrees that UXPin will not be responsible or liable for any loss or damage of any kind incurred as the result of any interactions or dealings with advertisers or as the result of the presence of such advertisers on the Service.

4. User represents and warrants that **(i)** their use of the Service will be in strict accordance with the Terms, the [Privacy Policy](#), the [UXPin Terms of Service](#) and all applicable laws and regulations and **(ii)** Users use of the Service will not infringe or misappropriate the intellectual property rights of any third party.
5. User agrees to indemnify, defend, and hold harmless UXPin, and its subsidiaries, affiliates, co-branders, all third-party advertisers, technology providers, service providers or other partners, and each of their respective officers, directors, agents, shareholders, employees and representatives (together, the "Indemnified Parties"), from and against any third party claim, demand, loss, damage, cost, or liability (including, reasonable attorneys' fees) (collectively and individually, "Claims") incurred by or made against the Indemnified Parties in connection with any Claims arising out of or relating to the Terms, the Service, including but without limitation in relation to: **(a)** Users use, non-use or misuse of, or connection to the Service and any Content; **(b)** Users violation or alleged violation of the Terms; and **(c)** Users violation of any rights, including intellectual property rights, of a third party and otherwise as set out herein. UXPin reserves the right, at Users expense, to assume the exclusive defence and control of any matter for which User is required to indemnify UXPin and User agree to cooperate with UXPin's defence of these Claims. User agree not to settle any matter without the prior written consent of UXPin. Prototype Showcase will use reasonable efforts to notify the User of any such Claims upon becoming aware of it.

## § 9

1. Prototype Showcase reserves the right, at its sole discretion, to modify or replace any part of the Terms. Your continued use of or access to the Service following the posting of any changes to the Terms constitutes acceptance of those changes. Prototype Showcase may also, in the future, offer new services and/or features through the Service (including, the release of new tools and resources). Such new features and/or services shall be subject to the Terms.
2. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
3. If there is any dispute between User and UXPin about or involving the Terms, the Service, you hereby agree that the dispute will be governed by and construed in accordance with the laws of the Republic of Poland.
4. Except for any claim excluded from such provisions by the law, all disputes arising out of or in connection with the Terms will be referred to the relevant court seated in Gdynia, Poland.
5. If any portion of the Terms is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, the Terms as a whole will not be deemed unlawful, void or unenforceable, but only that portion of the Terms that is unlawful, void or unenforceable will be stricken from the Terms.
6. The Terms are the entire agreement between the User and UXPin related to the subject matter in the Terms. The Terms replace and supersede any other prior or contemporaneous agreement, representation or discussion, oral or written, and may not be changed except in writing signed by UXPin representative, regardless of whether or not the parties act under an unsigned "electronic" agreement or rely on such an unsigned agreement.
7. User may contact Prototype Showcase by email at [hello@uxpin.com](mailto:hello@uxpin.com).

## Appendix list:

### PROTOTYPE SHOWCASE PRIVACY POLICY ADDENDUM

#### 1. Prototype Showcase Privacy Policy Addendum

Here at UXPin we do value your privacy, so we are committed to transparently explain what information we may collect and how we protect your data when you use Prototype Showcase service.

This document is a supplement to UXPin Privacy Policy and intends to provide you with additional information on how we treat the personal data we may collect about you and therefore you should read this [Privacy Policy](#) in full prior to using Prototype Showcase service.

The Polish subsidiary company – UXPin Sp. z o.o., Abrahama 37/8, 81-366 Gdynia, Poland, registered at KRS no. 0000400136, VAT ID number (NIP) 5862274376, statistical number (REGON) 22155018100000 (“UXPin Poland”) is the controller of all the personal data you provide when you use Prototype Showcase website and services (“Prototype Showcase”), you may contact us at [hello@uxpin.com](mailto:hello@uxpin.com).

Whenever UXPin Privacy Policy refers to “UXPin” and this Privacy Policy Addendum do not provide specifically different information regarding UXPin Poland, it shall mean that provided information applies to both American UXPin company and its Polish subsidiary. Whenever we provide information in UXPin Privacy Policy about “Site” or “Service” it shall also be understood as relevant and applicable to the Prototype Showcase unless explicitly stated otherwise in this Privacy Policy Addendum.

Whenever you submit content to the Prototype Showcase, we may collect in particular your email address, first name, last name, alias or other submitted data; you provide all of your personal data voluntarily but we may point some of them to be obligatory to be able to provide Prototype Showcase functionalities. UXPin Poland minimizes the scope of gathered data so we don’t collect data we believe to be unnecessary to achieve purposes they are collected for; When submitting content to Prototype Showcase we may collect other information to the extent necessary to verify and test uploaded content and possibly to award you.

We will store your personal information only for the necessary period required due to the purpose of their processing, depending on the circumstances, in particular as long as your work is displayed on the Prototype Showcase and subsequent period of limitation of claims;