

REGULATIONS OF TRANSFER TVN MEDIA INTERNET SITE

1. Preliminary provisions

- 1.1. The regulations define the rules for the use of the Site available at the domain address <https://transfer.tvnmedia.pl>.
- 1.2. The rules of the Site are available free of charge to all Site Users at the address <https://transfer.tvnmedia.pl/regulamin.pdf> (Polish version) and <https://transfer.tvnmedia.pl/regulations.pdf> (English version) with options to download, record and print these Regulations.
- 1.3. The Site is available only to Users who are at least 18 years of age, have full capacity to perform acts in law and have a registered Account. Site services are provided only in a commercial capacity, in direct connection with the business or professional activity of Users. In particular, the Administrator does not consent to entering into legal relations with consumers within the meaning of Article 22¹ of the Civil Code, i.e. natural persons performing a legal activity not directly related to their business or professional activity and the persons referred to in Article 385⁵ of the Civil Code, i.e. persons entering into an agreement directly related to their business activity where the content of that agreement indicates that it is not of professional nature, resulting in particular from the area of their business activity, made available on the basis of the provisions on Central Registration and Information on Business Activity (CEIDG).
- 1.4. Consumers and the persons referred to in Article 385⁵ of the Civil Code who wish to use the Site should contact the Customer Service Office to determine the terms of individual access.
- 1.5. Web pages of the Site operate based on the “cookies” technology. Rules for the use of “cookies” by the Administrator are contained in the Privacy Policy available at <https://transfer.tvnmedia.pl/polityka.pdf> (Polish version) and https://transfer.tvnmedia.pl/privacy_policy.pdf (English version).
- 1.6. Before using the services offered via the Site, the User is required to confirm that he has read these Regulations and accept its content in a separate statement submitted electronically by ticking off the relevant check boxes on the Site.
- 1.7. These Regulations apply to all Services available on the Site, unless the provisions of these Regulations with regard to individual Services provide otherwise.
- 1.8. The rights and obligations of the Site Users, as well as the rights, obligations and liability of any entities that may hold the rights to operate and administer the Services made available via the Site are solely governed by the provisions of these Regulations, the Offer and the laws applicable in the Republic of Poland.
- 1.9. The Contract for the provision of Services by the Site Administrator requires Registration and is concluded electronically using the form available on the web page.
- 1.10. If a User agrees to make invoices available in electronic form (“E-invoice”), he accepts the “Regulations on the use of electronic invoices for services related to the Transfer TVN Media site”. User’s acceptance of the application of E-invoices is voluntary. Link to the regulations: https://transfer.tvnmedia.pl/regulamin_e_faktura.pdf (Polish version) and https://transfer.tvnmedia.pl/regulations_e_invoice.pdf (English version)

2. Definitions

All capitalised phrases and expressions defined below must be understood as follows:

- 2.1. **Administrator** – the entity in charge of management and operation of the Site, i.e. TVN Media sp. z o.o., with registered office in Warsaw (zip code 02-952), ul. Wiertnicza 166, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, the 13th Commercial Division of the National Court Register, under KRS no. 0000374849, NIP no. 5272644004;
- 2.2. **CSD** – Customer Service Department, open Mon-Fri from 9 am to 5 pm, e-mail: bok@transfer.tvnmedia.pl;
- 2.3. **Data** – any data provided or accessible to the Administrator, as well as those made available by Users on the Site in any way, in particular upon Registration, while using the Site or Services, inclusive of those contained in any communications to the Administrator, by mail, e-mail, by phone or in any other manner. Materials shall also be considered Data;
- 2.4. **E-invoice** – an invoice or an adjustment invoice issued in electronic format pursuant to the Act of 11 March 2004 on the Goods and Services Tax, made available to the User electronically on User's Account. At the same time, the User receives, by e-mail, a notification about the availability and possibility of downloading the E-invoice. Detailed information on the acceptance and use of E-Invoices is specified in the "Regulations on the use of electronic invoices for services related to the Transfer TVN Media site".
- 2.5. **FAQ** – a collection of questions frequently asked by Users and answers provided by the Administrator, designed to support Site Users, in particular by giving guidance and advice on any technical or organisational problems.
- 2.6. **Password** – a series of characters selected by the User which provides them with authorised access to the Account and/or Services;
- 2.7. **Account** – a web space available to the User Registered on the Site after logging in (i.e. providing Login and Password) which contains User Information and allows the User to exercise his rights in relation to Site, particularly to provide, use and manage all information, descriptions and other details related to using Site, and to perform activities related to the operation of Site with the use of tools provided by the Administrator;
- 2.8. **Link** – a hyperlink generated by the User enabling a third party to view or upload the Materials;
- 2.9. **Login** – distinctive and unique name allowing to identify the User on the Site, as per their choice during Registration on the Site;
- 2.10. **Materials** – advertising materials in a digital form, the copyright to which is held by the Site User;
- 2.11. **Recipient** – an entity which is not a consumer within the meaning of Article 22¹ of the Civil Code and which receives, at the User's request, Materials to be broadcast in an acceptable technical format;
- 2.12. **Offer** – commercial information about the Services made available on the Site by the Administrator, in particular concerning the parameters of the Services, prices as well as technical requirements;
- 2.13. **Storage Period** – a period in which the Materials are stored on the disk space of the Site, lasting 30 (say: thirty) days for a Free Service and 12 (say: twelve) months for a Paid Service;
- 2.14. **Payment Operator** – an entity providing payment services to Site Users within the meaning of the Payment Services Act of 19 August 2011 in accordance with the information and data displayed in each case in the Site interface;
- 2.15. **Fee** – a fee for a Paid Service chosen by the User, quoted on the Site each time with this Paid Service;
- 2.16. **Privacy Policy** – a document informing on the rules for collecting, storing, processing and using User's personal data, available at <https://transfer.tvnmedia.pl/polityka.pdf> (Polish version) and https://transfer.tvnmedia.pl/privacy_policy.pdf (English version);

- 2.17. **Regulations** – the present regulations laying down the rights and obligations of the Administrator and the User of Site and constituting the regulations referred to in Article 8 of the Electronic Service Provision Act of 18 July 2002;
- 2.18. **Registration** – a process of entry of Data by the User to the Site which enables him to create the Account, including, in particular, selecting and setting Password by the User;
- 2.19. **Site** – a website owned by the Administrator and available at <https://transfer.tvnmedia.pl>, via which the Administrator provides Services under these Regulations;
- 2.20. **Contract** – a contract concluded electronically by and between the Administrator and the User, the subject of which is the provision of Site access services by the Administrator in accordance with these Regulations. The Contract is a framework agreement and enables Users to purchase Paid Services on a case-by-case basis;
- 2.21. **Hosting Service** – service which consists in storing the Materials on the disk space of the Site;
- 2.22. **Materials Transfer Service** – a service which consists in delivering the Materials to the Recipient;
- 2.23. **Transcoding Service** – a service which consists in technical adjustment of the Material's format to the Recipient's standard without interfering in its substantive content;
- 2.24. **Services** – any services provided by the Administrator via the Site under the terms and conditions specified in the Regulations, in particular: Materials Transfer Service, Transcoding Service, Hosting Service;
- 2.25. **Free Services** – Services provided electronically by the Administrator on the Site in accordance with these Regulations, except for any Services explicitly marked as Paid Services;
- 2.26. **Paid Services** – Services provided electronically by the Administrator on the Site in accordance with these Regulations for which the price has been explicitly reserved and communicated to the User prior to using the Paid Service;
- 2.27. **User** – any person using the Site and/or any person on whose behalf of whom the Site is used. The User may be a natural person, legal person or organisational unit without legal personality, whose legal capacity is granted under separate provisions of law.

3. General Terms and Conditions of Providing Services

- 3.1. The User may use the Site and purchase Paid Services in their own name (e.g. by being a sole-proprietor) or on behalf of another person (acting as their representative, employee or associate).
- 3.2. If the User registers an Account in their own name or as a representative (or proxy) of another person, the User enters into a Contract with the Administrator, the subject of which is to provide Site access services in accordance with the Regulations. If the User enters into the Contract on behalf of another person (in particular a legal person), the User represents and warrants that he or she is entitled to perform acts in law on behalf of that person, including to incur obligations. This provision shall apply accordingly to contracts for the purchase of a Paid Service.
- 3.3. The User may authorise his or her employees or associates to use the Site on their behalf and on the basis of the Contract between the User and the Contract Administrator. For the purposes of these Regulations and the Privacy Policy, such employees and associates shall be regarded as Users, even though they are not a party to the Contract. The authorisation takes place by using an appropriate function of the Site, enabling these persons to create separate Accounts linked to the User's Account. Users shall be obliged to confirm that they have read the Regulations and accept their content.

The User authorising third parties (in particular employees and associates) to use the Site shall assume full responsibility for any action and omission of such persons in connection with the use of the Site, and the User also guarantees that such persons shall act in accordance with the Regulations and legal regulations and have the necessary authorisations to perform on the User's behalf acts in law resulting from functions made available on the Site (in particular to incur obligations for Paid Services on behalf of the User). The User shall release the Administrator from any liability resulting from any action or omission of their representatives, employees and/or associates related to the Site.

- 3.4. By means of the Site, the User may use the shared resources of the ICT system made available to the Registered User in order to perform Services, in particular Transcoding, Sending Materials and Hosting.
- 3.5. The Site ensures a safe (encrypted) channel for the transmission of the Materials / User Data to the infrastructure of the Site Administrator. In order to provide the Services and prepare the broadcast version of the Material, the Administrator may reproduce the Material and make necessary changes thereto, including those required by technical conversion (adaptation, unification to the required technical specifications in terms of resolution, sound settings) and send the Material so developed on behalf of the User to the Recipient.
- 3.6. The Administrator does not verify or approve the Materials posted by Users on their Accounts (and it ensures only the hosting of Data and Materials). If the Administrator learns about an illegal nature of the data, it is authorised to verify the Materials posted by the User in terms of their compliance with provisions of law and to take measures specified in section 7 of the Regulations and arising from the provisions of law or binding decisions of competent authorities.
- 3.7. Paid Services shall be provided by the Administrator after the User pays the Fee for a given service through the Payment Operator.
- 3.8. The Administrator is entitled to interrupt, on a temporary and short-term basis, the operation of the Site or individual Services in order to improve the same, add Services or for maintenance purposes. Such interruptions take place at night (8:00 pm – 6:00 am).
- 3.9. In the event of a planned temporary suspension of the provision of Services, the Administrator shall notify the Users of this fact the moment they log in on the Site, at least two days before the shutdown.
- 3.10. The Administrator is entitled to conduct any information, promotion and advertising activity on the Site, including posting advertisements of goods and services on the Site.
- 3.11. The Administrator is entitled to an anonymised publication of any questions, requests or demands addressed by Users to the CSD and related to the operation of the Site (FAQ), advice given and other comments from Users.
- 3.12. The Administrator does not provide payment services.
- 3.13. The User may withdraw from the Site Access Contract at any time by submitting a relevant statement to the CSD. Withdrawal shall be effective immediately, unless the User has an active Paid Service, in which case the termination takes place upon expiry of the Paid Service.

4. Registration and Account

- 4.1. Registration on the Site and the use of the Account are free of charge.
- 4.2. Registration is a prerequisite for creating an Account and using the functionalities of the Site, including its Services.
- 4.3. For security reasons, it is forbidden for one Account to be used by many persons. Only one Account can be assigned to a given e-mail address.

- 4.4. There are two types of Accounts, depending on the scope of privileges: (i) Managerial Account, which enables to add other Users within the organisation (i.e. employees and associates), to manage their Accounts (also block Accounts) and to review the content of related Data and Materials and (ii) Employee Account linked to a Managerial Account, enabling the use of the Site and browsing the Data and Materials stored on the Site within the organisation.
- 4.5. An Employee Account cannot exist without the linked Managerial Account. In the case of deletion or blocking of a Managerial Account or the Account of the User in whose name the account is used, and in the event of withdrawal, cancellation or termination of the Contract, the related Employee Accounts shall be automatically blocked/deleted.
- 4.6. The Account of the User performing registration in their own name or as an authorised representative of another person (e.g. a member of the management board of a legal person) should automatically have the Managerial Account status. In case of problems or conflicts of privileges, please contact our CSD.
- 4.7. The Registration takes place by:
 - a) The User filling in the registration form available on the Site by means of completing the information fields indicated there;
 - b) Accepting the Regulations and other required statements;
 - c) The User confirming by e-mail the data provided in the registration form by clicking on the link provided in the e-mail message sent by the Site;
 - d) The Site Administrator verifying the User Data;
 - e) The Site sending information about the successful activation of the Account, subject to prior positive verification, to the e-mail address specified in the form;
- 4.8. In order to verify the Data provided during Registration, before the activation of the Account, the Administrator may ask the User to send original documents to confirm them.
- 4.9. As a result of a successful Registration, the User's Account acquires the active status, and the User may use the Site.
- 4.10. After the activation of the Account, the User is allowed to create, as part of a given Account on the Site, additional Employee Accounts with limited privileges.
- 4.11. The User may block the Employee Account. Blocking an Account renders it impossible to log in to the Site.
- 4.12. Account Registration and the use of Services requires the express acceptance of the Site Regulations, of which the User is informed in accordance with applicable law.
- 4.13. The person who performs Registration on behalf of the User declares that he or she is authorised to make any statements required during Registration, and that all Data provided by him are true.
- 4.14. The User may have only one Account on the Site for a given company.
- 4.15. The User is obliged to protect his or her Password and not to disclose it to other Users or third parties.
- 4.16. The User is obliged to immediately notify the Administrator upon becoming aware that a third party has come into the possession of the Password. Should the User fail to inform the Administrator, he or she may incur the risk connected with its Account being used by a third party.

5. Rules applicable to Free Services

- 5.1. Contracts applicable to Free Services are concluded by the User-Owner with the Site Administrator pursuant to the terms and conditions set out in the Regulations at the time the Materials are posted on the Site.
- 5.2. As part of a Free Service, the User may use a Hosting Service during the Storage Period. The period begins once a given Material is posted on the Site.

- 5.3. The Materials for which a Paid Service has not been purchased will be automatically deleted by the Administrator from the User's Account after the 30-day Storage Period. At least 7 days before deleting the file, the User will be informed by the Administrator by e-mail about the upcoming expiry date of the Storage Period.
- 5.4. The User may store files in a format specified in accordance with the current technical specification available on the Site and use other functionalities of the Site which allow performing operations on the Materials, such as storing, managing and making a file available to a third party.
- 5.5. Making a file available to a third party consists in generating by the User and sending to a third party a Link which allows (depending on its type):
 - a) to view the Material (the Link is valid for up to 3 days, and it can be used repeatedly); or
 - b) to post the Material on the Site (the Link is valid for an unlimited period of time and can be used only once).
- 5.6. The Free Service Contract is concluded for a definite period of time arising from the Storage Period and may be terminated by the User or Administrator pursuant to the rules defined in sections 5.7 - 5.8.
- 5.7. The User is entitled to withdraw from the Free Service Contract with immediate effect at any time without stating the reason.
- 5.8. The Administrator has the right to withdraw from the Free Service Contract with effect as of the end of a calendar month for valid reasons. Without prejudice to the statutory rights of the persons referred to in Article 385⁵ of the Civil Code, valid reasons include, among others, discontinuation of the provision of a given Free Service which is the subject matter of the Contract or closure of the Site. Withdrawal takes place by submitting a statement of intent to the User's e-mail address.
- 5.9. In the event of withdrawal from the Free Service Contract, the Administrator shall delete the User's Materials. Regardless of the moment of effective withdrawal, the Administrator shall make it possible for the User to download the Materials stored on the Site as part of the Free Service for a period of at least 7 days from the date of submission of the notice to the User.

6. Rules applicable to Paid Services

- 6.1. The Paid Service Contract is concluded by the User with the Site Administrator pursuant to the terms and conditions presented in the Offer and in compliance with these Regulations.
- 6.2. As part of a Paid Service, the User gains access to the following types of services:
 - a) Materials Transfer Service,
 - b) Transcoding Service,
 - c) Hosting Service- throughout the Storage Period (i.e. 12 months counting from the moment of confirmation of payment for the Paid Service in accordance with section 6.9).
- 6.3. Detailed and up-to-date information on technical conditions of the provision of Services is available on the Site.
- 6.4. Materials Transfer Service and Transcoding Service are provided only in relation to the Materials for which the User has purchased the Paid Service.
- 6.5. The Materials for which a Paid Service has been purchased will be automatically deleted by the Administrator from the User's Account after the 12-month Storage Period. At least 30 days before deleting the file, the User will be informed by the Administrator by e-mail about the upcoming expiry date of the Storage Period.
- 6.6. The User enters into the Paid Service Contract by placing an order as follows:

- a) placing the Material on the Site and describing the Material in the manner specified on the Site;
 - b) paying the Fee set out for a given Paid Service Offer.
- 6.7. Access to the Paid Service is activated by the logged User by paying the Fee via online payments made by the Payment Operator.
- 6.8. The detailed scope of the Services provided for the User is each time set out by the User at the stage of concluding the Paid Service Contract by choosing certain options, filling in and ticking relevant fields when placing the order.
- 6.9. The Paid Services will be provided by the Administrator only after the Administrator receives from the Payment Operator the confirmation that the Fee for a given Service has been paid by the User.
- 6.10. The Paid Services are available only to the User which has an active Account on the Site.
- 6.11. Throughout the term of the Paid Service Contract, the User is obliged to have an active Account.
- 6.12. If E-invoices are not accepted, the invoice for the Paid Service provided will be issued outside the Site by the 15th day of the month following the month in which the service was provided, and will be sent by traditional mail (to the correspondence address indicated by the User).
- 6.13. E-invoices may be made available to the User only on condition that the User accepts "Regulations on the use of electronic invoices for services related to the Transfer TVN Media site" in the manner provided for in this document. The E-invoice will be issued and made available to the User on the Account not later than by the 15th day of the month following the month in which the service was provided. At the same time, the User receives, by e-mail, a notification about the availability and possibility of downloading the E-invoice.
- 6.14. The Administrator, at its discretion and after consulting the User, may propose a different form of payment for the Services provided to the User by means of the Site.

7. Breach of the Regulations by the User

- 7.1. The User is entitled to use the Site and Services only in line with their intended purpose, in accordance with the provisions of law, the provisions of these Regulations and related regulations specified in the content hereof and in line with good practices.
- 7.2. Irrespective of the consequences of breaching the applicable law, the User undertakes to refrain from:
- a) placing, storing and requesting the dispatch of unlawful Materials and/or Data, in particular those which violate personal rights (including good name or reputation) or rights of third parties, including intellectual property rights or industrial property rights;
 - b) interfering with the infrastructure, systems or software of the Administrator, Site or any other third party (in particular other Users), including through hacking or *reverse engineering*, and taking any other action or omission that jeopardise the security or integrity of the network, infrastructure, systems or software of such persons;
 - c) using the Site for dissemination of advertising, promotional and pornographic content, which violates Polish or international law, good standards or public morality, which offends dignity or violates personal rights of others, which supports radical social attitudes or advocates such views (all kinds of discrimination on the grounds of race, ethnicity, gender, religion, etc.);
 - d) sending spam and unsolicited commercial information;
 - e) using the Data of other Users for any purposes other than related to the operation of the Site;
 - f) taking any action whereby the acting person or entity unlawfully influences or attempts to unlawfully influence the Users, to act to the detriment of the Users, the Administrator or other third parties;

- g) taking any action which may be considered interfering in the operations of the Site to which the User has no access, or the User undertakes measures which destabilise the operations of the Site, regardless of the method and manner in which such measures are undertaken.
- 7.3. Regardless of the legal remedies available to the Administrator under the provisions of law, in the case of a justified suspicion that the User has violated section 7.1 of the Regulations, in particular by violating section 7.2, the Administrator may, based on the need to protect legitimate rights and interests and prevent further violations, take the following steps, depending on the circumstances, in relation to that User, a group of Users (in particular associates contacting a given User) or the entire organisation / person on whose behalf the User acted (e.g. employer):
- a) The Administrator imposes a temporary block on Accounts, Services and/or Materials pending the clarification of the incident;
 - b) The Administrator requests the User (and in the case of Employee Accounts – also the User who has the Managerial Account linked thereto, e.g. the employer / superior) to provide explanations in due course and informs them about the facts of the event and the related provisions of the Regulations as well as action taken by the Administrator;
 - c) in the case of failure to receive explanations from the User in accordance with section (b) above, or if such explanations confirm the Administrator’s suspicion, the Administrator makes a decision on imposing the sanctions specified in section 7.4 and notifies the Users concerned.
- 7.4. After performing the procedure referred to in section 7.3 the Administrator may – after informing the User thereof – apply the following sanctions, regardless of other legal measures stipulated by law:
- a) deletion of the Data of the User, a group of Users or a person on whose behalf the User uses the Site, including the Data affected by the violation;
 - b) suspension of the performance of the Free Service Contract or Paid Service Contract by blocking the Account or a given Service, including, but not limited to, the Service in connection with which the Regulations have been violated, the User who committed the violation, a group of Users or a person on whose behalf the User uses the Site (including the employer and all linked Accounts);
 - c) at the Administrator’s discretion, withdrawal – for valid reasons – from: (i) the Contract and/or (ii) the Free Service Contract and/or (iii) the Paid Service Contract.
- 7.5. In the event of sanctions imposed by the Administrator, the User has the right to file a complaint in accordance with the rules laid down in these Regulations.
- 7.6. In the period in which the Account is blocked, the User will not have access to his or her Data. However, the User’s data will be stored by the Service Provider, and after the reasons for the suspensions cease to exist the User will be permitted to access his or her Data, if it is not in conflict with the provisions of law.
- 7.7. The Administrator may retain a copy of the Data if such need arises from the provisions of law, the decisions of competent authorities or stems from the necessity to collect evidence to protect the rights and interests of the Administrator in the event of possible court proceedings.
- 7.8. The Administrator’s action taken in accordance with this Chapter of the Regulations shall not affect any settlement between the Parties, in particular the User shall not be entitled to a refund of any fees paid in connection with the lack of access or limited access to the Site or its functions/Services.

8. Technical conditions

- 8.1. Meeting relevant technical requirements for using the Site is key to ensuring its proper operation and the security of Data stored on the Account on the Site.
- 8.2. Access to and use of the Site is available to Users who use:

- a) a computer with internet access,
- b) one of the following browsers with enabled “cookies”, JavaScript and SSL data encryption protocol:

Microsoft Internet Explorer 10 or higher,

Mozilla Firefox 31 or higher,

Opera 23 or higher,

Google Chrome 36 or higher,

- c) e-mail account.

9. Rules of Administrator’s responsibility

- 9.1. The Administrator takes all procedural and technological efforts to protect the Data stored on the Site, but the Administrator does not guarantee the possibility of recovering the Data in the event of their deletion.
- 9.2. In the case of a system breakdown, the Administrator shall make every effort to provide a back-up system which will allow the Materials to be delivered to the Recipient.
- 9.3. Without prejudice to the statutory rights of Users being the persons referred to in Article 385⁵ of the Civil Code, any liability of the Administrator for non-performance or improper performance of the obligations covered by these Regulations, the application of measures specified in sections 7.3-7.4, hardware, software or systems failures, loss of Data, and Site unavailability shall be excluded to the limits of intentionality and actual loss. The Parties hereby agree to exclude the Administrator’s liability for lost profits.
- 9.4. Without prejudice to the statutory rights of Users being the persons referred to in Article 385⁵ of the Civil Code, the Administrator shall not be liable for any of the Materials posted on the Site by its Users, and the User shall release the Administrator from any liability towards third parties for possible violations caused by the Materials being posted on the Site.
- 9.5. In the context of the Electronic Service Provision Act of 18 July 2002, the Service Provider does not initiate the transmission of User Data by the User in connection with access to and use of the Services, and does not select the recipient of Data transmissions nor selects or modifies User Data (a host). This means that the Service Provider will only provide technical resources in the form of access to the Services, and it is solely the User who decides how they will be used. The Service Provider does not monitor the contents of the User Data.

The Administrator does not guarantee that the Recipient accepts the Material for broadcast and in the event that the Recipient rejects this Material, the Administrator shall not be liable for any losses related thereto, including in the form of lost profits.

10. Copyright and related rights

- 10.1. The author’s economic rights and related rights in the Site as a whole and its individual components, graphic, word or music elements, in particular in the name and logo of the Site and other logos of the Administrator used on the Site, as well as the rights to composition and layout of such elements on the website, are vested in the Administrator.
- 10.2. Any materials which constitute works within the meaning of copyright or subject of related rights are protected under the Copyrights and Related Rights Act without the need for any separate restrictions, in particular without necessity for the Administrator or the User who enters the same on the Site to make any further statements whatsoever.

- 10.3. Without the Administrator's prior consent made in writing to be valid, it is prohibited to copy, disseminate and/or use in any other way, shape or form, in whole or in part, the information or other content presented on the Site, except for the cases provided for in mandatory generally applicable law.
- 10.4. The provisions of section 10 above apply accordingly to databases being an integral part of the Site protected under the laws on the protection of databases.

11. Complaints

- 11.1. Users may file complaints by sending an e-mail to the following e-mail address: bok@transfer.tvnmedia.pl.
- 11.2. Complaints must be filed within 14 days of the occurrence of the event subject to complaint. Any complaints filed after the deadline referred to in the previous sentence will not be processed, of which the Administrator will notify the User accordingly.
- 11.3. In a complaint, the User should indicate the subject of the complaint, in particular by describing the Service concerned, and any circumstances justifying the complaint, and provide all data necessary to contact the User (e.g. login, correspondence address, phone number or e-mail address).
- 11.4. The Administrator will process complaints without delay, not later than within 30 days of filing the complaint, save that in exceptional situations such deadline may be extended. Failure to process a complaint within the above time frame shall be tantamount to its acceptance.
- 11.5. The User authorises the Administrator to interfere in the technical structure of the User Account for the purpose of investigating any irregularities in the operation of the Services, and to modify or otherwise influence the technical side of the Account in order to restore the proper operation of the Account, or of the Services, or in order to modify the same as requested in the User's complaint.
- 11.6. In the event that a complaint lacks the data enabling contact with the User, the Administrator has the right to leave the complaint unprocessed.
- 11.7. Complaints regarding payment services shall be filed directly to the Payment Processor. The aforementioned complaints, if brought to the Administrator directly, shall be immediately transferred to the competent third parties responsible for handling such complaints, and the User shall be notified on the transfer by the Administrator.
- 11.8. The filing of a complaint by the User, as well as its non-acceptance or leaving it unprocessed by the Administrator, does not affect the User's right to bring action to court to assert its claims under applicable law.

12. Validity and amendments of the Regulations

- 12.1. These Regulations shall enter into force on **17.02.2024**.
- 12.2. The Administrator reserves the right to amend the Regulations on the following conditions:
 - a) amendments to the Regulations may take place for organisational, legal and/or technical reasons and may also concern changes in fees and conditions of Paid Services;
 - b) amendments to the Regulations shall enter into force within the time limit indicated by the Administrator, not less than 15 days from the notification of the amendment, unless the amendments are neutral or beneficial to the User (e.g. the introduction of a new Service or functionality), the Parties agree otherwise when the need for early introduction of the amendment arises from mandatory provisions of law or a binding decision of competent authorities;
 - c) Paid Services purchased prior to the entry into force of the amendments to the Regulations shall be provided on the current terms and conditions until the end of the Storage Period, unless the amendments are neutral or beneficial to the User (e.g. the

introduction of a new Service or functionality), the Parties agree otherwise or the need for early introduction of the amendment arises from mandatory provisions of law or a binding decision of competent authorities.

- 12.3. Amendments to the Regulations proposed by the Administrator, together with their effective dates, shall be made available to Users on the Site, together with information on the proposed amendment to the Regulations.

13. Final provisions

- 13.1. In any matters not regulated hereunder, Polish law shall apply.
- 13.2. In the event of a discrepancy between the Polish and English version of the Regulations the Polish version shall prevail.
- 13.3. Any and all disputes will be settled by competent common courts of Poland.
- 13.4. Any information about violations of these Regulations by a User should be sent to the following e-mail address: bok@transfer.tvnmedia.pl.

REPORTING OF UNAUTHORIZED CONTENT

If you see that the published Material or content posted on the Service is illegal or violates the Transfer Regulations, you may send to TVN Media sp. o.o. a report regarding such content to: niedozwolone@tvn.pl (Report of Illegal Content).

The submission should indicate the name and surname or the name of the entity of the Submitter along with an e-mail address, the exact electronic location of the information, i.e. the exact address or URLs, and additional information to identify the illegal content, according to the type of content and the specific type of service. Such should include a reasonable explanation of why the reported content is illegal, along with a statement confirming a good faith belief that the information and allegations contained therein are correct and complete.

Applications are accepted and processed by TVN Media sp. z o.o. within 14 days. TVN Media sp. z o.o. will inform the Submitter of the decision to remove the content or leave it with the reasons.

The applicant may appeal the decision of TVN Media sp. z o.o. within 14 days of its receipt. The appeal should include a comprehensive justification. TVN Media sp. z o.o. shall consider appeals within 14 days.