



REGULATIONS
FOR THE USE OF ELECTRONIC INVOICES FOR THE SERVICES RELATED TO THE
TRANSFER TVN MEDIA WEBSITE

§ 1. Definitions

The definitions used throughout the Regulations shall have the following meaning:

- a) **TVN** – shall mean the company **TVN MEDIA Sp. z o. o.** with the registered office in Warsaw, at Wiertnicza 166, 02-952 Warszawa, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, the 13th Commercial Division under KRS no. 0000374849, NIP no. 5272644004, REGON no. 142726072;
- b) **User** – legal person, organisational unit without legal personality, as well as natural person conducting business activity, having an e-mail address, registered and using the services related to the Website that are provided on the basis of the Agreement concluded with TVN which imposes an obligation on TVN to issue (and make available) invoices for the services provided;
- c) **Website** – a website owned by TVN that is available at <https://transfer.tvnmedia.pl>, through which TVN provides services via an online platform in the following scope: storage, processing, transfer, and management of digital advertising materials;
- d) **Act** – the Act on the Goods and Services Tax of 11 March 2004 (Journal of Laws of 2004, no. 54, item 535, as amended);
- e) **E-invoice** – an invoice, an adjustment invoice issued in electronic form referred to in Art. 2 point (32) and Art. 106n of the Act that is submitted electronically by TVN to the e-mail address indicated by the User;
- f) **Agreement** – an agreement on the provision of services concluded between TVN and the User;
- g) **Regulations** – these Regulations that set forth the rules for issuing and making available invoices by electronic means to the Users, including the rules for acceptance of and resignation from the possibility of issuing and making available E-invoices to the Users;
- h) **Account** – a web space of the User registered on the Website that is made available to the User after logging.

§ 2. General provisions

1. The Act shall constitute the legal basis for issuing and making available the E-invoices.
2. These Regulations set forth the rules for issuing the E-invoices via the Website and making them available to the User by electronic means in the manner that ensures the authenticity of origin, integrity of content, and legibility of the E-invoice.
3. TVN reserves the right to issue and submit invoices, copies of invoices, and adjustment invoices in paper form.

§ 3. Terms and Conditions for making available E-invoices to the User

1. The conditions for making available the E-invoices to the User via the Website are as follows:
 - a. the User must register on the Website,
 - b. during registration or while changing data on the Website User's Account, the User must tick the box on the form to accept these Regulations.



2. Granting the consent and accepting provision of the E-invoices via the Website, the User declares that:
 - a. they have technical capacity to receive and read the E-invoices issued by TVN (and that they have installed any programme that allows for PDF document preview);
 - b. they have an active e-mail address;
 - c. they are responsible for the topicality and accuracy of the data provided to TVN and for the risk of sending an e-mail to a third party as a result of an improper e-mail address given to TVN.
3. The User's consent referred to in section 2 above shall mean that the User resigns from receiving paper invoices.

§ 4. Rules for issuing and making available the E-invoices

1. The E-invoices shall be issued by TVN and made available to the User on the Website's Account after the User has been notified beforehand by e-mail of the possibility of downloading the E-invoice.
2. TVN shall observe the following system requirements while making the E-invoices available:
 - a. the E-invoice shall be in PDF (Portable Document Format).
3. Notifications on the possibility of downloading the E-invoice from the Website shall be sent from the following e-mail address: bok@transfer.tvnmedia.pl. TVN declares that the e-mail address in question is the only system address that is used for sending notifications related to the Website.
4. TVN shall initiate the process of issuing and making available the E-invoices from the moment they are accepted by the User.
5. The moment of notifying the User of the possibility of downloading the E-invoice that is issued and made available on the User's Account, with the said notification being delivered to the e-mail address indicated by the User during the registration or modification of data on the Website User's Account, shall be regarded as the moment of submission of the E-invoice to the User.
6. Copies shall be issued by TVN if the User submits a documented request for a copy. The copy shall include the word "COPY" and the date of issuance.
7. The delivery of the electronic invoice reducing the sale to the User is confirmed upon the download of the said invoice by the User via the Website, with this operation being recorded in the IT systems of TVN.
8. If the User fails to enter their data, or such data is improper, TVN shall not be responsible for the legal and tax effects on the part of the User.

§ 5. Resignation from E-invoices

1. The User may opt out of the E-invoices via the Website by ticking the relevant box on the Website ("I hereby resign from the provision of invoices by electronic means").
2. Resignation from receiving the E-invoices in accordance with section 1 of this paragraph shall mean the reinstatement of the former manner of the provision of documents in paper form by traditional mail to the address of the User's registered office included in the data of the Account of the User.
3. Immediately upon resignation from the provision of the E-invoices in accordance with section 1 of this paragraph, TVN shall no longer make available the said E-invoices by e-mail.



4. To reinstate the manner of receiving the E-invoices, the User shall submit a relevant notification once again and grant a relevant consent in accordance with § 3 of the document in question.

§ 6. Final Provisions

1. These Regulations shall enter into force on **22.03.2016**.
2. In matters not regulated hereunder, generally applicable provisions and the Regulations of the Website shall apply.
3. TVN reserves the right to change the Regulations.
4. In the case of any change to the legal provisions that govern the rules for issuing and submitting invoices and adjustment invoices by electronic means, TVN shall adjust its procedures and notify the User of this fact. If the User agrees to the changes and fails to notify TVN of their resignation from receiving the E-invoices, the Contractor is not required to accept it again.
5. The current Regulations are available at:
https://transfer.tvnmedia.pl/regulations_e_invoice.pdf