Regulations of *TRANSFER TVN MEDIA* internet platform

§ 1. Preliminary provisions

1. The regulations set out rules for using the internet Platform available at the domain address **https://transfer.tvnmedia.pl**.

2. The rules for using the Platform are made available free of charge for each Platform User at the internet address **https://transfer.tvnmedia.pl/regulations.pdf** in a manner which makes it possible to download, record and print out the Regulations.

3. The service provided on the Platform are not available to persons who are consumers within the meaning of the Civil Code.

4. A person who is a consumer and wants to use the Services provided by the Administrator, in order to obtain relevant information may contact the Client Service Office.

5. The Platform's websites operate on the basis of the "cookie" file technology. The rules for using "cookie" files by the Administrator are included in the Privacy Policy available at the following address **https://transfer.tvnmedia.pl/privacy_policy.pdf.**

6. Prior to using the Services on the Platform, the Registered User confirms that it has acquainted itself with the contents of the Regulations in a separate declaration of will submitted in the electronic form, by ticking off a relevant selection field on the Platform.

7. The Regulations apply to all Services available on the Platform, provided that the provisions of the Regulations concerning the individual Services do not stipulate otherwise.

8. The provisions of the Regulations, Offer, rules of law in force in the territory of the Republic of Poland exclusively define the rights and obligations of the Platform's Users, as well as the rights and obligations and scope of responsibility of entities which are authorised to run and administer the Services made available on the Platform.

9. The Agreement on providing the Services by the Platform's Administrator requires the Registration, and is concluded electronically by means of the form available on the website.

10. Conclusion of the Agreement on providing the Services on the Platform requires opening of the Account and logging in on the Platform by the Registered User.

§ 2. Definitions

All capitalised words whose meaning has been defined below should be understood in the following way:

1) **Platform** – internet platform owned by the Administrator and available on the domain address **https://transfer.tvnmedia.pl**, by means of which the Administrator provides Services in accordance with the rules set out in the Regulations, being an electronic platform available online which provides services in the area of storing, processing, transferring and managing the Materials;

2) **Administrator** - entity which manages and runs the Platform, i.e. TVN Media Sp. z o.o. with its registered office in Warsaw (postal code 02-952) at ul. Wiertnicza 166, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register under KRS number 0000374849, NIP 5272644004;

3) **Payment Operator** - entity which provides payment services within the meaning of the Act of 19 August 2001 on payment services (Journal of Laws 2011.199.1175, as amended), the entity which provides payment services is Dotpay S.A. with its registered office in Kraków at ul. Wielicka 72, 30-552 Kraków, NIP: 6342661860, REGON: 240770255, entered into the Register of Entrepreneurs of the National Court Register under KRS number 0000296790 kept by the District Court for Kraków Śródmieście in Kraków, 11th Commercial Division of the National Court Register;

4) **BOK** - Client Service Office, open from Monday to Friday between 9 am and 5 pm, e-mail: bok@transfer.tvnmedia.pl;

5) **Services** – provided by the Administrator according to the rules set out in the Regulations of Services: Materials Transfer, Transcoding, Hosting;

6) **Materials Transfer Service** – service which consists in delivering the Materials to the Recipient;

7) **Transcoding Service** – service which consists in technical adjusting of the Material's format to the Recipient's standard without interfering in its contents;

8) **Hosting Service** – service which consists in storing the Materials in the Platform's disk space;

9) **Free services** - Services provided by the Administrator on the Platform electronically on the basis of the Regulations, except for the Services for which a payment has been explicitly provided (Paid Services);

10) **Paid Services** – Services provided by the Administrator electronically on the Platform on the basis of the Regulations, for which a payment has been explicitly provided, and the User is informed about this fact prior to using a given Paid Service;

11) **Materials** - advertising materials in the digital form, the copyright to which is held by the Platform User;

12) **Fee** – fee for the Paid Service chosen by the User, quoted on the Platform each time with this Paid Service;

13) **Offer –** commercial information about the Services made available on the Platform by the Administrator, in particular concerning the parameters of the Services, prices as well as technical requirements;

14) **Agreement** – agreement entered into electronically between the Administrator and User on provision by the Administrator of the Services on the Platform in accordance with the Regulations. In the case of an Agreement concluded for a definite period of time, the access time to a given Service is an integral element of the Agreement. In the case of Paid Services, the Fee for a given Paid Service is an integral part of the Agreement;

15) **Data -** all data sent to the Administrator or available to it, including data made available by Users on the Platform in any manner, in particular during the Registration, when using the Platform or Service, as well as in e-mails sent to the Administrator, provided over the telephone or in any other manner;

16) **Base of Profiles -** collection of Data, information and other content sent to the Platform by Users on a voluntary basis, which are gathered and processed in an ordered manner in the IT system by the Administrator with the User's consent, for the needs of providing the Platform's Services;

17) **Account** – network space of the User Registered on the Platform, available upon logging in (i.e. providing the Login and Password) which covers the set of User's Data, and enables the User to use its rights on the Platform, in particular entering, using and managing Data, descriptions and other elements connected with participation in the Platform, as well as conducting operations connected with using the Platform by means of the tools provided by the Administrator;

18) **Login -** individual and unique name which enables identification of the User on the Platform which has been chosen by him during the Registration on the Platform;

19) **Password -** a series of characters determined by the User in order to ensure the User authorised access to the Account and/or Service;

20) **Registration** – procedure which consists in entering by the User of the Data to the Platform which enable him to create the Account; in particular, selection and determination of the Login and Password by the User;

21) **User** – natural person, legal person or an organisational unit without the status of a legal person which has obtained legal capacity pursuant to a separate act – conducting on its own account business activity, as well as associations and foundations which use the Platform. In order to avoid doubts, the consumer within the meaning of Article 22.1 of the Civil Code cannot be a User;

22) **Registered User** – User which, according to the procedure set out in the Regulations, has completed the Registration; it is a User-Owner or User-Employee;

23) **User-Owner** – Registered User which, according to the procedure accompanying the Account Registration, being authorised to do so has opened an Account for a given User

on the Platform and, consequently, obtained access to the Services, has individual Login and Password;

24) **User-Employee** – Registered User for whom the User-Owner has created an independent Login as part of the Account;

25) **Recipient –** an entity which is not a consumer within the meaning of the Civil Code and which receives, at the User's request, Materials to be broadcast in an acceptable technical format;

26) **Regulations** - these regulations which set out the rights and obligations of the Administrator and User of the Platform, constituting the regulations referred to in Article 8 of the Act on Providing Electronic Services;

27) **Privacy Policy** - document which includes information on the rules for gathering, storing, processing and Using User's Personal Data; available at the address **https://transfer.tvnmedia.pl/privacy_policy.pdf**;

28) **FAQ** - list of questions frequently asked by the User and answered by the Administrator, aimed at helping the Platform User, in particular hints and pieces of advice on issues connected with technical and organisational problems;

29) **Storage Period** – period for which the Materials are stored on the Platform's disk space, being 30 (say: thirty) days for a Free Service and 90 (say: ninety) days for a Paid Service.

§ 3. General Terms and Conditions of Providing Services

1. Using the Services by the Users is allowed only for purposes connected with the business activity conducted by the Users.

2. By means of the Platform, the Registered User has a possibility to use the shared resources of the ICT system made available to the Registered User in order to perform the Services of Transcoding, Sending Materials and Hosting.

3. The Platform ensures safe (encrypted) channel of sending the Materials / User Data to the infrastructure of the Platform's Administrator.

4. The Administrator does not verify and does not approve the Materials posted by the Users on their Accounts. If the Administrator is informed about illegal nature of the data, it is authorised to verify the Materials posted by the User in terms of their compliance with rules of law.

5. Paid Services will be provided by the Administrator after the User pays the Fee for a given service through the Payment Operator.

6. The Administrator is authorized to a temporary and short break in the Platform's or individual Services' operation in order to make improvements, add Services or conduct maintenance work.

7. In the case of a planned, temporary break in provision of the Services, the Administrator will inform the Users about this fact.

8. The Administrator is authorized to conduct on the Platform information, promotional and advertising activity, including publication of advertisements of goods and services on the Platform.

9. The Administrator is authorized to anonymously publish the contents of questions, conclusions or suggestions sent by the Users to the BOK which concern issues connected with the Platform's operation (FAQs), advice provided, as well as other Users' remarks.

10. The Administrator is not an entity which provides payment services.

§ 4. Registration and Account

1. The Registration on the Platform is voluntary and free of charge.

2. The Registration is the precondition to open the Account and use the Platform's functionalities, including its Services.

3. The User-Owner, who is authorised to submit declarations of will on behalf of the User, is authorised to open the Account on the Platform.

4. The Registration takes place through:

    a) Filling in by the User-Owner, who is authorised to submit declarations of will on behalf of the User, the registration form available on the Platform by means of completing the information fields indicated there;
    b) Accepting the Regulations and other required declarations;
    c) Verification of the User-Owner's Data by the Platform's Administrator;
    d) Sending by the Administrator of a message which confirms activation of the Account after prior positive verification to the User-Owner's address provided in the form;
    e) Activation of the Account by User-Owner's clicking the link visible in the message sent by the Administrator.

5. Prior to the Account's activation, the Administrator may ask the User-Owner to send original documents confirming the User's Data provided during the Registration.

6. As a result of positive completion of the registration process, the User-Owner's Account is granted the active status, and the Registered User-Owner can use the Platform.

7. After the activation of the Account, the User-Owner is allowed to create, as part of a given User-Owner Account on the Platform, additional User-Employee Accounts with limited rights.

8. The User-Owner is allowed to block the User-Employee. When the Account is blocked, there is no possibility to log in to the Platform.

9. The Registration of the Account and using the services provided by the Platform's Administrator require explicit acceptance of the Platform's Regulations, about which the User is informed in accordance with the applicable rules of law.

10. The person who performs the Registration on behalf of the User-Owner declares he is authorised to submit the declarations required during the Registration, and that all Data provided by him are true.

11. The User-Owner may have only one Account on the Platform for a give company.

12. The Registered User is obliged to protect its Password and not to make it available to other Users and third parties.

13. The Registered User is obliged to immediately inform the Administrator if it becomes aware of the fact that a third party has come into the possession of the Password. Should the Registered User fail to inform the Administrator, it may incur the risk connected with its Account being used by a third party.

§ 5. Rules applicable to Free Services

1. Agreements applicable to Free Services are concluded by the Registered User with the Platform's Administrator pursuant to the terms and conditions set out in the Regulations.

2. As part of the Free Service – the Registered User has a possibility to use the Hosting Service for the Storage Period. The period begins once a given Material is posted on the Platform.

3. The Storage Period means that the Materials for which the Paid Service has not been purchased will be automatically deleted by the Administrator from the User's Account after the **30-day** Storage Period. Prior to deleting the file, the User will be informed by the Administrator by e-mail about the upcoming deadline.

4. The User has a possibility of storing files in QuickTime format with ".mov" extension and of using other Platform's functionalities which allow performing operations on the Materials, such as storing, processing, managing and making a file available to a third party by generating a relevant link.

5. The Agreement on the Free Service is concluded for a definite period of time, and may be terminated by the User or Administrator pursuant to the rules defined in clauses 6-7 below.

6. The User is authorised, without providing the reason, to terminate at any time the Agreement on the Free Services with immediate effect.

7. The termination of the Agreement on the Free Service by the User may take place in any manner, and in particular by:
    a. discontinuing the use of the Platform or Free Service,
    b. sending a declaration to the BOK's e-mail address.

8. The Administrator has the right to terminate the Agreement on the Free Services with a one-month notice period as of the end of a calendar month because of important reasons which consist it discontinuation of provision of the Free Service to which the Agreement applies.

9. Upon termination of the Agreement on provision of the Free Service / deletion of the Account, the Administrator deletes User's Materials.

§ 6. Rules applicable to Paid Services

1. The Agreement on the Paid Service is concluded by the Registered User with the Platform's Administrator pursuant to the terms and conditions presented in the Offer and in compliance with these Regulations.

2. The following types of services are available as part of the Paid Service:
    a) Materials Transfer Service,
    b) Transcoding Service,
    c) Hosting Service for the time covered by the Storage Period,

3. As part of the Paid Service – the Registered User has a possibility to use the Hosting Service for the Storage Period. The period begins once a given Material is posted on the Platform.

4. The Storage Period means that the Materials for which the Paid Service has been purchased will be automatically deleted by the Administrator from the User's Account after the **90-day** Storage Period. Prior to deleting the file, the User will be informed by the Administrator by e-mail about the upcoming deadline.

5. The Registered User concludes the Agreement on the Paid Service by placing an order which covers:

    a. choice of the Paid Service on the Platform consisting of the Materials Transfer Service, Transcoding Service and Hosting Service, and completion of the steps which cover detailed specification of the Service commissioned;
    b. paying the Fee set out for a given Paid Service Offer.

6. Access to the Paid Service is activated by the Registered User which has logged in, by paying the Fee by means of online payments made by the Payment Operator.

7. The Agreement on the Paid Service is concluded for a definite period of time connected with performance of a given Paid Service.

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 agreement by choosing certain options, filling in and ticking off relevant fields in the process of placing the order.

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.

10. The Paid Services are available only to the Registered User which has an active Account on the Platform.

11. Throughout the term of the Agreement on the Paid Service, the Registered User is obliged to have an active Account.

12. The VAT invoice for the Paid Service provided will be issued outside the Platform by the 15th day of the month following the month in which the service was provided, and will be sent by traditional mail or e-mail once such an option is available on the Platform (to the correspondence or e-mail address indicated by the User).

13. The Administrator, at its discretion after consulting the User, may propose a different form of payment for the Services provided to the User by means of the Platform.

§ 7. Breach of the Regulations by the User

1. It is forbidden to use the Platform for purposes which contravene the law or do not comply with these Regulations.

2. Irrespective of the consequences of breaching the applicable law, the Administrator considers the following to be unacceptable:

   a) placing, storing and requesting the dispatch of unlawful Materials and / or Data, in particular those which violate the copyright and pose a threat to the network's safety and integrity;
   b) using the Platform for disseminating advertising, promotional, pornographic content, content which breaches Polish or international rules of law, decency or moral norms which offend dignity or violate personal rights of other persons, support radical social attitudes or preach such opinions (any type of racial, ethnic, sexual or religious discrimination, etc.);
   c) sending spam and unsolicited commercial information;
   d) using other Users' Personal Data for purposes which are not connected with the Platform's operation;
   e) taking any action as a result of which a person or an entity which takes them in a forbidden way influences or attempts to influence the Users, act to their detriment, to the detriment of the Administrator or other third parties;

3. The User which uses the Platform in the unacceptable way described in clause 2 above is subject to sanctions in the form of restrictions in the use of the Platform which include:

   a) deletion of the Materials or Data provided to the Platform by the User;
   b) suspension of performance of the Agreement by blocking the Account or the Service in connection with which the breach of the Regulations occurred;
   c) termination of the Agreement.

4. In the case in which the Administrator imposes sanctions, the User has the right to make a complaint according to the rules set out in the Regulations.

5. If the User's action which breached the Regulations did damage to the Administrator, in particular by limiting other Users' access to the Platform partially or wholly, the Administrator may pursue from such a User claims at court.

6. The Administrator will unblock the Account or other blocked Services, if the User has eliminated the breach of the Regulations referred to in clause 2 above, subject to the fact that if the Account or Services are blocked again because of the breach of the Regulations referred to in clause 2, the blocking will be irreversible.

7. The Account may be blocked by the Administrator, which will not result in permanent deletion of the Account from the Base of Profiles, if one of the following events takes place:

a) The Registered User breaches the provisions of the Regulations in the manner referred to in clause 2 above;
b) The Registered User has failed to log in to the Platform at least once in the period of 12 months from the last logging, unless the User is still authorised to use the Paid Service;
c) The Registered User fails to accept the changes to the Regulations introduced by the Administrator pursuant to Article 13 of the Regulations.
d) The Registered User takes action which even indirectly may interfere in the Platform's structures to which such a User does not have access, or because of its actions destabilises the Platform's operation, irrespective of the manner and techniques of the above-mentioned forbidden actions.

8. During the suspension of the access to the Services under clause 6 above, the User will not have access to the User Data. However, the User Data will be stored by the Service Provider, and after the reasons for the suspensions cease to exist the User will have a possibility of accessing the User Data, if it does not breach rules of law.

9. In the case in which the Administrator has deleted the Data or Materials about which it received reliable information about the illegal nature of these Data or Materials coming from the Registered User, the Administrator will send a message to the e-mail address provided by the Registered User in which it will indicate these Data and Materials, as well as the reasons for deleting them. The preceding sentence applies accordingly to the Materials and Data made available on the Platform by the User who is not the Registered User, if, in connection with the Materials or Data sent, the User provided the Administrator with information on the e-mail address.

§ 8. Technical conditions

1. The technical conditions for using the Platform are important for its correct operation, as well as the safety of the Data stored in the Platform's Account.

2. The Platform can be accessed and used by the User who uses:

    a) a computer with internet access,
    b) one of the following browsers with "cookie" files enabled, JavaScript and SSL data encryption protocol:

        - Microsoft Internet Explorer 10 or a higher version,
        - Mozilla Firefox 31 or a higher version,
        - Opera 23 or a higher version,
        - Google Chrome 36 or a higher version,

    c) e-mail account.

§ 9. Rules of Administrator's responsibility

1. The Administrator makes all procedural and technical efforts to protect the data stored on the Platform, but the Administrator does not guarantee the possibility of reconstructing the data if the Materials have been deleted.

2. In the case of a system breakdown, the Administrator will offer a back-up solution which will allow the Materials to be delivered to the Recipient.

3. The Administrator is responsible for provision of the Transcoding, Materials Transfer and Hosting Services in line with the User's instruction.

4. The Administrator takes responsibility for non-performance or improper performance of the Services under the Agreement with the User, in accordance with generally applicable rules of law.

5. The Administrator does not take responsibility for the Materials posted on the Platform by the Users.

6. In view of the Act of 18 July 2002 on provision of services by electronic means, the Service Provider is not the initiator the User Data transfer by the User in connection with the access to the Services and using them, does not choose the recipient of the transferred User Data, and does not choose or modify the User Data (host). It means that the Service Provider will ensure only technical resources in a form of access to the Services, and it is the User who decides solely how they will be used. The Service Provider does not monitor the contents of the User Data.

7. If the Administrator is informed about illegal nature of the Data and / or Materials posted by the User on his Account, it will immediately block the User's access to these Materials and / or Data. In such a case, the Administrator does not take responsibility for the damage done to the User as a result of being unable to access the Data and / or Materials.

8. The Administrator does not take responsibility for the situation in which the Recipient does not accept for broadcasting (rejects) the User's Material.

9. The Administrator does not take responsibility for loss of User's Data and / or Materials caused by equipment breakdown, system re-installation or other circumstances which are beyond the Administrator's control.

§ 10. Copyright and related rights

1. The proprietary copyright and related rights to the Platform as a whole and to its individual parts, graphic, verbal and musical elements, in particular to the Platform's name and logo, and Administrator's other logotypes as well as rights to arrange these elements and their lay-out on the website belong to the Administrator.

2. The Materials which are works within the meaning of the copyright or items of related rights are protected under the Act on copyright and related rights without the need for separate reservation, in particular without the need to submit any declarations by the Administrator or User who introduces them to the Platform.

3. Without Administrator's written consent it is forbidden to: copy, disseminate or use in any other form, as a whole or in fragments, information or other content presented on the Platform, except for cases provided for in the mandatory regulations of the general law.

4. The provisions of clauses 1-3 above apply accordingly to the databases being an integral part of the Platform, which are protected under regulations on protection of databases.

§ 11. Complaints

1. Complaints about the operation of the Platform and the individual Services may be reported by the User to the following e-mail address: bok@transfer.tvnmedia.pl.

2. Complaints must be reported within 14 days of identifying irregularities in the Service's or Platform's operation. Complaints reported after the deadline referred to in the preceding sentence will not be handled, and the User will be informed about this fact by the Administrator.

3. In the complaint, the User should indicate its topic, in particular describe the Service which the complaint concerns, as well as the circumstances which justify the complaint, and provide the data which enable contact with the User (e.g. Login, correspondence address, telephone number or e-mail address).

4. Complaints will be handled by the Administrator immediately within maximum 30 days of reporting them, but in exceptional situations the period in question may be extended.

5. If a complaint is not handled within 30 days or the extended period referred to in clause 4, it shall be understood that the complaint has been accepted.

6. The User agrees that the Administrator may interfere in the technical structure of the User Account in order to diagnose irregularities in operation of the Services, as well as to make changes or any other form of influence on the Account's technical aspect, in order to restore correct operation of the Account or Services, or in order to modify it in line with the request expressed in the User's complaint.

7. In a situation in which the complaint does not include the data which enable contact with the User, the Administrator is authorised to refrain from handling the complaint.

8. Complaints about payment services should be reported directly to the Payments Operator. Complaints about payment services sent directly to the Administrator will be immediately directed by the Administrator to a competent third party who is responsible for handling them, about which the User will be informed by the Administrator.

9. The fact that a complaint has been made by the User, as well as the fact that it has been rejected by the Administrator or left unhandled, does not influence the User's rights to pursue claims at court in line with the applicable rules of law.

§ 12. Rules for the Regulations' application and change

1. These Regulations enter into force on 17.11.2014.

2. The changes to the Regulations proposed by the Administrator, as well as the date on which they will enter into force, will be made available to the Users in the same manner in which the Agreement was concluded with them. They will be also made available on the Platform, together with the information on the proposed change of the Regulations.

3. The Registered User who is a party to the Agreement concluded for an indefinite period of time, in particular the User who is a party to the Agreement on Paid Services concluded for an indefinite period of time, who does not accept the proposed change to the Regulations may terminate the Agreement with one-month notice period from the last day of the month in which the User was informed about the proposed changes to the Regulations. The termination may take place by sending a User's declaration to the BOK e-mail address.

4. The Paid Service is provided to the User who is a party to the Agreement on the Paid Service for the Access Time by the Administrator in accordance with the Regulations until the Access Time for which the Agreement has been concluded expires.

§ 13. Final Provisions

1. Provisions of the Polish law are used in the case of issues which have not been regulated by these Regulations.

2. Any disputes will be heard by competent Polish courts of general jurisdiction.

3. Any information about User's breaches of the Regulations should be sent to the following address: bok@transfer.tvnmedia.pl.