

I INTRODUCTION

1. **These regulations** (hereinafter referred to as: **“Regulations”**) **set out principles of using internet platform available under the address:** <https://adflow.polsatmedia.pl>, owned by **Polsat Media Spółka z ograniczoną odpowiedzialnością (formerly: Polsat Media Biuro Reklamy Sp. z o.o. Sp. k.)**
2. These regulations apply to all Services available on the Platform unless provisions of the Regulations referring to particular Services not specify otherwise.
3. Regulations are free available for each Platform User on the website: <https://adflow.polsatmedia.pl>.
4. In case of any reference to apply these Regulations in other regulations and unless not specified otherwise, these Regulations will be accordingly and exclusively applied in the scope not regulated in above mentioned regulations.
5. A person using the Platform or any Services (hereinafter referred to as: **“User”**) shall, before starting using the Platform or Service, get acquainted with Regulations. The user is obliged to observe provisions of Regulations. Starting using the Platform or Services means accepting Regulations by the User.
6. Services granted via Platform are not available to persons being consumers in the meaning of the Civil Code.

II DEFINITIONS OF TERMS USED IN REGULATIONS

Terms used in these Regulations mean:

1. **Administrator** – entity administering the Platform which is the company **Polsat Media Spółka z ograniczoną odpowiedzialnością (formerly: Polsat Media Biuro Reklamy Sp. z o.o. Sp. k.)** seated in Warsaw, **at 77 Ostrobramska street**, registered in the Register of Entrepreneurs of the Regional Court for Warsaw, XIII Commercial Division of the National Court Register under the KRS number **0001009872, NIP 113-21-73-100;**
2. **Platform** – internet portal belonging to Administrator, operating under the address <https://adflow.polsatmedia.pl>, being on-line platform of the Administrator for granting services of storing, processing, submitting emission materials in digital form and their administering;
3. **User** – a natural person running commercial activity, legal person or organizational unit without legal personality, registered on the Platform and using Services available on the Platform, with individual Login and Password;
4. **Main User** – User with right to create individual Sub-Accounts for Additional Users;
5. **Additional User** – User for whom the Main User created individual Sub-Account within existing Account;
6. **Registration** – procedure providing creating individual Account by the User on the Platform, occurring by supplementing information specified in the form and accepting Regulations and granting necessary permissions;
7. **Account** – network space of the User in which data is connected or sent by the User and information on its activity on the Platform, available after logging in (giving Login and Password) allowing the User using its rights within the Platform;

8. **Sub-Account** – network space of Additional User, auxiliary towards the Account of the Main User and strictly connected with it, available after logging in (giving Login and Password) and allowing Additional User using its rights within the Platform;
9. **Login** – individual e-mail address, chosen during Registration by the User or Main User to get access to the Platform;
10. **Password** – individual series of characters being the security of the User Account applied during getting access to the Platform;
11. **Data** – all data made available to the Administrator during Registration, using the Platform or Services, as well as e-post sent to the Administrator or sent in any way;
12. **Services** – any services available for the User within the Platform granted by the Administrator in favor of the User electronically under principles specified in these Regulations;
13. **Transfer Service** – services providing delivering Material to the Recipient;
14. **Transcoding Service** – service providing technical adapting of Material to the Recipient standard (including conversion to respective file format and normalization of necessary sound loudness) without interfering with its substantive content;
15. **Storage Service** – service providing making a disc space of the Platform for Materials;
16. **Price list** – specification of prices for Services granted by the Administrator available within the Platform on the website <https://adflow.polsatmedia.pl>;
17. **Payment Operator** – supplier of payment services which is Autopay S.A, as agent in settlement of purchase transactions of Services made by the User on the Platform;
18. **Materials** – emission materials (ads, sponsor indications and other) in digital form;
19. **Recipient** – entity Materials are delivered to, at order of the User, in the acceptable technical format;
20. **Storing Period** – storing period of Materials in the disc space of the Platform, amounting to 3 (three) months from the date of their last broadcast. After this deadline, POLSAT MEDIA has the right to remove such broadcast material without informing the User;
21. **Contract** – contract for granting Services via Platform, concluded electronically between Administrator and User;
22. **Regulations** – these Regulations specifying rights and obligations of the Administrator and User using the Platform. In the scope of services granted electronically these Regulations are rules specified in art. 8 act dated 18th July 2002 on e-services (Dz. U. 2002, No 144, pos. 1204 as amended).

III USER'S ACCOUNT

1. Registration of the Account on the Platform is a condition necessary for using Services available within the Platform. Registration is voluntary and free.
2. Registration of the Account is done by:
 - a. filling in a Registration Form available on the Platform with necessary information by a person authorized to make will statements on behalf of the User;
 - b. accepting the Regulations and other necessary statements, including those specified in clause 3 below;
 - c. activating Account by clicking by the User a link placed in the message sent by the Administrator;
 - d. verifying User's Data by the Platform Administrator;

- e. sending a message by the Administrator on Account activation after previous positive verification to the User address specified in the form.
3. A person performing Registration (Main User) declares that:
 - a. it is a person authorized to make statements necessary during Registration and that any Data submitted by it is true and correct;
 - b. it gives its consent to interfering by the Administrator or Recipient in the sound level to adapt it to common obligatory legal rules and technical norms accepted by the senders included in the recommendation EBU R128 (entire loudness of the Material: - 23LUFS +/- 1 LU);
 - c. it gives its consent to remove the Material from data base by the Administrator after the Storing Period;
 - d. it is fully and exclusively responsible for delivered Materials and Data placed on the Account and created Sub-Accounts on the Platform.
4. The Administrator may, before the Account Activation; demand from the User, to deliver documents confirming User's Data notified by it during Registration.
5. As a result of successfully finalized Registration the User's Account gets an active status. The User may start to use the Platform as Main User with full rights in administering the Account. After Activation of the Account the Main User has the possibility to create Sub-Accounts on the Platform with limited rights for Additional Users. The Main User may block Additional User with the effect to prevent Additional User from using the Platform.
6. Only one Account on the Platform may be registered for a particular User (natural person running commercial activity, legal person or organizational unit without legal personality). Several time registration of one User, using Accounts of other Users or making its Account available or creating Sub-accounts to third persons is strictly prohibited.
7. The User is obliged to protect its Login and Password and keep them in secrecy, especially by not making it available to other Users or third persons. In case of awareness that a third person received access to Login and password, the User is obliged to notify promptly the Administrator thereof. In case of no notification, the User may bear risks connected with using its Account by a third person.

IV SERVICES AVAILABLE ON THE PLATFORM

1. Contracts concerning Services are concluded under principles provided in the Regulations and price list.
2. The Service comprise inseparably:
 - a. Transfer Service;
 - b. Transcoding Service;
 - c. Storing Service covered by Storing Period.
3. The User concludes a Contract concerning the Service by placing order on the Platform comprising:
 - a. choice of Service comprising Transfer Service, Transcoding Service and Storing Service,
 - b. realization of steps comprising detailed determination of ordered Service;
 - c. payment of a fee.
4. Access to the Service is activated by the logged in User by paying a fee with the use of e-payment realized by the Payment Operator.
5. The User is obliged to make a payment of a fee for the Service within 12 hours since placing order. In this time, the User has the possibility to use the Storing Service of the chosen Material. Should

fee for the Service be not paid in the term specified above, the Administrator will remove the Material from the disc space of the Platform.

6. A Service Contract is concluded for determined period of time connected with the realization of a particular Service. The User is obliged to have active Account for the entire validity period of the Service.
7. Services will be granted by the Administrator only after the Administrator has received confirmation of a fee for Service of the Payment Operator.
8. The Payment Operator provides following means of payment:
 - a. payment cards: Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro;
 - b. online payments, including automatic payments;
 - c. BLIK.
9. Automatic payments, referred to in point 8.b above, operate by means of *one-click-payment*, which means that payment is made by the User with a single click, without the need to enter the payment card information every time. Automatic payments require the User to conduct the initiating transaction with the use of authorization mechanisms of the payment card issuer (for example, the CV/CVV security code or 3D-Secure authentication may be required).
10. The Administrator of the Platform shall not store or process the so-called sensitive payment card data. Such data shall be stored in the Payment Operator's system.
11. The Administrator of the Platform and the Payment Operator are obliged to accept any restrictions imposed by the payment card issuer regarding the automatic payments, in particular the limits (in terms of the amount and the number of such transactions) imposed on them.
12. Before the conclusion of a transaction, the User shall be informed about the amount payable in the order summary.
13. Each time during the order summary stage, before the Payment Operator's page will be loaded, the User shall have a possibility to choose the type of payment (single or automatic payment).
14. The User shall have the right to deactivate the automatic payments at any time in the Administration/Company Details tab.
15. In the case that the payment is made by means of a payment card, the date of completion of the Service is counted from the moment of positive authorization of transaction.
16. In the case that the payment made by the User by means of a payment card has to be repaid, the Administrator shall return the full amount to the bank account assigned to the User's payment card.
17. Invoices for Services will be issued and made available to the User in e-format within 14 days from making payment. Detailed information in the scope of e-invoices has been determined in *Regulations of applying e-invoices for services connected with the platform Polsat Media AdFlow* available on the website: <https://adflow.polsatmedia.pl>.
18. Administrator may propose another payment form for Services realized in favor of the Uses via Platform in the situation in which it would be impossible to realize payments via Payment Operator.

V UNPERMITTED ACTIONS OF THE USER

1. It is prohibited to use the Platform for purposes violating Polish or international legal rules, good habits or moral norms, or for purposes inconsistent with these Regulations, including especially:
 - a. using the Platform for storing or distributing contents of illegal nature, including violating copy rights and related rights, endangering the safety or integrity of the Platform, vulgar

- or pornographic, propagating or approving racism or persecuting on ethnic, nationality, religious grounds, promoting or favoring criminal actions, violating intellectual proprietary rights of third persons, abusing or constituting the violation of other legally protected rights;
- b. sending unwanted or illegal messages via Platform, including not ordered commercial information or incorrect or misleading information;
 - c. using Data of Other Users or third persons without their knowledge and consent;
 - d. initiating any actions through which a person or entity realizing them directly or indirectly attempts to influence the Users, act to their harm, harm of the Administrator or other third persons.
2. Should the User use the Platform in the unpermitted manner, described in clause 1 above, the Administrator may impose following sanctions to the User:
 - a. block access to unlawful Materials of Data located on the User's Account of the User or remove them completely from the disc space of the Platform;
 - b. block the User's possibility to send and store Materials or Data on the Platform;
 - c. block the User's possibility to use the Account of Service in connection with Regulations have been violated;
 - d. terminate the Service Contract.
 3. The User will be informed by the Administrator on any sanctions imposed on the User for reasons resulting from violating provisions of these Regulations. The Administrator shall send a message to the User to the e-mail address specified at Registration (or specified later during using the Platform) with reasons and results of imposed sanctions.
 4. The Administrator will unblock the Account and other blocked Services if the User removed the violation status of Regulations specified in clause 1 above, provided that repeated blocking the Account or Service for the same reasons, is irreversible.
 5. In case of imposing sanctions by the Administrator, the user is entitled to raise a complaint according to provisions of section IX of these Regulations.
 6. Apart from cases connected with events described in clause 1 above, the Administrator may block the User's account which will not result in permanent removing the Account, if one of following events occur:
 - a. The User will not accept changes implemented by the Administrator in Regulations according to procedure provided in section X of Regulations;
 - b. The User shall initiate actions that could at least indirectly have signs of interfering in the Platform structure the User has no access to, or its actions destabilize the Platform operations regardless the method and technics of above unpermitted actions.
 7. In the period when access to the Account is blocked, the User will not have access to Materials and Data store on the Account. After the cessation of suspension reasons, the User will obtain restored access to all Materials and Data that will not have illegal nature.
 8. Should the User's action violating the Regulations result in any loss to the Administrator, especially by destabilizing the Platform activity or preventing using the Platform by other Users, the Administrator may apply for compensation in a court proceeding.

VI TECHNICAL REQUIREMENTS

1. The Platform is operating based upon technology of cookie files. Principles of collecting, storing, surviving and using Data and principles of using cookie files by the Administrator for correct

operation of the Platform are included in the *Privacy Politics and cookie files* on the website <https://adflow.polsatmedia.pl>.

2. For correct operation of the Platform as well as for providing safety of Data stored on the Account on the Platform, it is recommended to apply the newest versions of browsers Google Chrome, Mozilla Firefox, Internet Explorer.

VII OBLIGATIONS OF THE ADMINISTRATOR

1. The Administrator is responsible for realization of Services in consistency with order issued by the User.
2. The Administrator is responsible for non-performance or incorrect performance of Services covered by the Contract in consistency with common obligatory legal rules.
3. The Administrator is not liable for non-performance or incorrect performance of Service, if it was caused by events beyond the control of the Administrator, especially:
 - a. Force Majeure Events (i.e. war, other military actions, riots, acts or actions of public authorities, natural disasters, national mourning);
 - b. breakdowns of equipment or intervals in energy supply;
 - c. third persons actions, including no acceptance of the User's Material by the Recipient;
 - d. necessity to observe orders or prohibitions resulting from legal rules or conditions of concession, permission or other documents issued by public authorities.
4. In view of *Act on e-services*, the Administrator is not initiator of the transfer of the User's Data by the User in connection with access to Services and using them, it neither chooses the recipient of Data Transfers of the Users nor modifies User's Data. The Administrator provides only its technical resources in the form of access possibility to Services, and exclusively the User decides on using them.
5. The Administrator is not liable for contents sent and stored on the Platform by the Users.
6. The Administrator does not monitor contents placed by the Users on their Accounts on the Platform. In case of being aware on publication of contents inconsistent with common obligatory legal rules or these Regulations, the Administrator shall immediately prevent the User from access to these contents and makes all endeavors to remove them from the Service resources in the possibly shortest period of time, according to provisions of section V of these Regulations. In such a case the Administrator is not liable for any losses borne by the User as a result of preventing access or removing these contents.
7. The Administrator is entitled to temporary and short break in operation of the Platform or particular Services in order to improve it, add Services or perform maintenance. In case of planned temporary exclusion of granting services, the Administrator shall notify Users with respective advance.
8. In case of the system breakdown, the Administrator will make available emergency solution allowing delivering Materials to the Recipient.
9. The Administrator is entitled to perform information, promotional and advertising activity on the Platform, including placing ads on the Platform.
10. The Administrator is entitle to anonymous publication of the contents of questions, motions or postulates directed by the Users to the Administrator, with answers given to them and instructions as well as further remarks of the Users, concerning issues referring to technical and organizational problems connected with the Platform operation (FAQ).

1. Proprietary copy rights and related rights to the Platform as a whole, and particular parts thereof (including all trademarks) are vested to the Administrator.
2. Based upon these Regulations, The Users do not obtain any rights to intellectual property objects used within the Platform.
3. Materials being works in the meaning of copy rights law and objects of related rights are subject of legal protection based upon principles specified in prevailing legislation.
4. Placing Material in the disc space of the Platform equals placing a statement on holding property copy rights and related rights to Materials by the User in the scope necessary to be transmitted and re-emitted in a TV program and to be distributed in a TV program via internet. In addition, acceptance of these Regulations mean that Material placed on the Platform is consistent with legal rules and does not violate rights of third persons.
5. Placing Material in the disc space of the Platform equals placing a statement by the User that all persons are specified on copy rights matrix attached to the delivered Material – who- in regard to specified works – are entitled to remuneration resulting from provisions on *copy rights and related rights* paid via collective management organization, including also to remunerations based upon art. 70 and art. 18 of this act. Simultaneously, the User declares that, apart from persons specified in the matrix, no rights to remunerations resulting from the act on copy rights and related rights paid via collective management organization are connected with this Material or works included in it, or its use, including also to remunerations based upon art. 70 and art. 18 of this act.
6. In case of delivering Material without correctly filled copy rights matrix, placing Material in the disc space of the Platform equals placing a statement that no rights to remunerations resulting from act on copy rights or related rights paid via collective management organization, including also to remunerations based upon art. 70 and art. 18 of this act are connected with the delivered Material (and works included there) and its use.
7. In case of violating the law or third persons rights specified in clauses 1-6 above, and especially: personal goods, copy rights or related rights, rights to trademarks, the User is obliged to cover losses connected with such a violation borne by the Administrator, Recipient or third persons in full amount, including costs of process representation and to refund of royalties, compensations, penalties, to be possibly paid by the Administrator, Recipient or third persons related to it.
8. The above provisions will be accordingly applied to data basis being integral part of the Platform that are legally protected based upon provisions on data bases protection.

IX PRINCIPLES OF COMPLAINTS

1. The User may raise a complaint against the operation of the Platform and particular Services the Administrator is obliged to settle.
2. A complaint may apply to incorrectness of the Platform or Service operation, non-performance or incorrect performance of the Service or incorrect calculation of liability for granting a Service.
3. Complaints may be notified by the User to the e-mail address: MediaOps@polsatmedia.pl.
4. Complaints shall be notified before the expiration of 10 calendar days since occurrence of incorrectness being the base of complaint. Complaints notified after the expiration of this term, will be left without being settled, and the User will be notified by the Administrator of it.

5. A complaint notification shall comprise data allowing contact with the User (including personal data, correspondence address, telephone number and e-mail address) as well as specify the subject of complaint and circumstances justifying it.
6. Should a complaint notification not comprise data specified in clause 5 allowing the contact with the User, the Administrator is entitled to leave the complaint without being settled.
7. The Administrator settles the complaint within 30 calendar days since notification thereof.
8. Non-informing the User on a result of the complaint procedure within 10 calendar days since the expiration of the term specified in clause 7, equals the acceptance of the complaint.
9. The User gives its consent to the Administrator to interfere in technical structure of the User's Account to diagnose the incorrectness in the operation of the Account of Services as well as to initiate actions by the Administrator within this technical structure to restore correct operation of the Account or Service according to demand of complaint by the User.
10. The Administrator is not entity granting payment services. Complaints concerning payment services shall be directed directly to the Payment Operator. Complaints of payment services addressed directly to the Administrator will be not settled.

X FINAL PROVISIONS

1. **These Regulations come in force as of 15.12.2016.**
2. The Administrator reserves itself the right to make changes in the Regulations, for instance in order to take into account legislation changes or changes in operation principles of Services offered via the Platform. Changes versions of Regulations will be made available on the Platform with the information on the proposed change of Regulations. Information on changes in Regulations will be received by the User in the same manner as in case of e-invoices, according to provisions of the section IV, clause 8 above. Sending a notification to addresses specified at Registration on changes in Regulations by e-mail equals its delivery.
3. The user who does not accept the proposed change of Regulations, may terminate the Contract with one month notice from the last day of the month in which the User has been proposed changes in Regulations. The termination may take place by sending a statement of the User to the e-mail address: MediaOps@polsatmedia.pl.
4. The legislation competent for all legal relations resulting from these Regulations is Polish legislation. Any disputes between the Administrator and the User shall be settled by Polish courts.
5. Any information on violations of provisions of these Regulations by the User shall be addressed to the e-mail address: MediaOps@polsatmedia.pl.

