

## Terms and conditions of the Distribution TVN Service

### § 1

#### General Provisions

1. The following Terms and conditions of Distribution TVN (hereinafter referred to as the "Terms of Distribution") shall constitute an annex to the Terms and Conditions of the TVN web service (hereinafter referred to as the "Terms of TVN Service"), available at <https://konto.tvn.pl/pdf/regulamin.pdf> and together with Terms of TVN web service, shall specify the rules for rendering available by TVN SA with its seat in Warsaw the content including audiovisual works, pictures, and text (hereinafter referred to as the "Distribution Service"). In the scope not regulated by the Distribution service, the provisions of the Terms of TVN Service shall apply.
2. Distribution Service shall be rendered available to Distribution Users by TVN S.A. Company with its registered office in Warsaw at Wiertnicza 166 (02-952 Warsaw), entered in the National Court Register - register of entrepreneurs maintained by the District Court for the Capital City of Warsaw, XIII Commercial Division of the National Court Register under the KRS number: 0000213007, hereinafter referred to as "TVN".
3. Each Distribution User shall be obliged, upon having commenced using the Distribution Service, to comply duly with the provisions of these Terms of Distribution and Terms of TVN Service. By commencing using the Distribution Service, the Distribution User hereby confirms that they have read the Terms of Distribution and Terms of TVN Service, accepts the both Terms and the provisions thereof, and agrees to follow them.

### § 2

#### Definitions

1. **"Distribution Service"** – web service located at <http://distribution.tvn.pl> and available on the internet platform administered by TVN.
2. **TVN Service** – TVN web service located at: [tvn.pl](http://tvn.pl) in the form of an internet platform administered by TVN, and consisting of numerous web services rendered available to different groups of end users.
3. **"Distribution User"** – representative of an entity carrying out activities related to the production, distribution, selection of the programs, films, and TV series, as well as the acquisition of the rights to the use thereof for the benefit of its own and/or third parties, i.e. a natural person who is not a consumer within the meaning of the Art. 22<sup>1</sup> of the Civil Code, with full legal capacity, using the Distribution Service.
4. **Distribution Service Access** – access to the content available on the Distribution Service in the scope specified in the Terms of Distribution. Access to the Service Distribution shall be granted to the Distribution User upon having entered a corresponding website on the Distribution Service and, in the cases specified by TVN, having logged in on the Distribution Service. In the graphical structure of the Distribution Service, TVN shall determine the content of the Distribution Service

(e.g., audiovisual works, photographs, texts, or video materials) that shall require additional/extra authorizations.

5. **Data** - any and all data, including personal data supplied by users to TVN during user registration process in TVN Service or in Distribution Service, or possibly during using the TVN Service or Distribution Service, as well as personal data sent to the TVN via electronic mail and/or provided by phone. Distribution Users shall be fully responsible for the content of submitted Data and provide their separate explicit consent to their processing in connection with the delivery of Services, pursuant to the provisions of these Terms of Distribution.
6. **Distribution User Profile** - information and data, including personal data relating to the Distribution User, provided voluntarily by the Distribution User to the Distribution Service.

### § 3

#### **Terms and conditions for granting access to the Distribution Service**

1. Through the Distribution Service, TVN carries out communications, promotion and advertising activities, including posting on the Distribution Service advertisements of goods and services (in particular preceding audiovisual works).
2. In the graphical structure of the Distribution Service, TVN shall determine the content of the Distribution Service (e.g., audiovisual works, photographs, texts, or video materials) that shall require the Distribution User to log in to the Distribution service in order to familiarize themselves with a specific, selected content.
3. TVN shall provide access to materials requiring the Distribution User to log in to the representatives of entities involved in the process of the selection and acquisition of rights to programs, films, and TV series.
4. TVN shall reserve the right to deny the access to the Distribution service to the Distribution User, who:
  - a) makes use of Distribution Service for purposes against its intended use or to the detriment of third parties;
  - b) hinders other users using the Distribution Service, including by interfering with the individual elements of the Distribution Service;
  - c) undertakes action aimed to read the access passwords of other users, including making unauthorized attempts to guess passwords;
  - d) publishes on the Distribution Service scripts, software, or files that may disrupt proper functioning of the Distribution Service;
  - e) violates the applicable laws or the provisions of the Terms of TVN Service and/or Terms of Distribution.
5. Access to the Distribution Service shall require a computer system that meets the requirements set forth in § 6 section 2 of the Terms of Distribution.

## § 4

### **Terms and Conditions for using the materials rendered available in Distribution Service**

By downloading any and all content from the Distribution Service, and in particular audiovisual works, video materials, photos, or texts available in the Distribution Service (hereinafter the "Materials"), the Distribution User shall commit to the use of materials while complying with the following principles:

1. Materials may only be used under the fair use principle and in accordance with the provisions of applicable laws;
2. With each and every use of the Materials, one shall provide for the information on:
  - title of the Materials used;
  - co-authors of the Materials;
  - TVN - as an entity holding copyrights and/or related rights to the Materials,
  - official address of the website on which TVN provides Materials, and in the absence of such a specific page, "tvn.pl" website;
3. The Materials may only be used in the version provided for in the distribution Service;
4. Materials may not be modified in any way whatsoever (e.g. changing colour layout, editions/re-edition);
5. Materials may not be used in conjunction with promotional and/or advertising materials (e.g. broadcasting advertisements before and during airing audiovisual material);
6. Materials should be duly protected against any further dissemination thereof by any third parties;
7. Materials shall not be stored and/or distributed on websites posting links to websites web services containing illegal content and links to illegally distributed content;
8. The use of the Materials may not in any way violate TVN's personal or property rights.

## § 5

### **Distribution Users Registration**

1. The Distribution User who has an account in the TVN Service pursuant to the Terms of TVN Service shall be able to log in to the Distribution Service without further need to sign up, while some functionalities may not be available due to the lack of adequate clearance level/authorization granted to the Distribution User. Access authorization shall be provided by TVN.
2. Registration in the Distribution Service, involving the creating of a Distribution User Account in the Distribution Service shall be feasible upon having met specific technical requirements set forth in § 6 section 2 of the Terms of Distribution; also, the User shall have a mailbox in any available Internet domain.

3. The procedure of registration and activation of the Distribution User Account shall be supervised by TVN.
4. The procedure of registration and activation of the Distribution User Account shall take place gradually, via the TVN Service websites, to which ends the Distribution User's actions, defined for each and every stage of the registration procedure are necessary as well.
5. The User may have only one User Account in the TVN Service and Distribution Service, linked to a single email address. Sharing the User Account with third parties shall be strictly prohibited.
6. The execution of the registration procedure in the TVN Service and Distribution Service, as well as the procedure for removing the TVN Service User Account and Distribution User Account, the procedure for blocking Distribution User Account, as well as the removal thereof from the TVN Service and Distribution Service shall take place in the manner and on the terms specified in the Terms of TVN Service, available at <https://konto.tvn.pl/pdf/regulamin.pdf>

## § 6

### **Access to the Distribution Service**

1. Distribution Service shall be rendered available as from 1<sup>st</sup> September 2012.
2. The access to and use of the Distribution Service shall be possible for Distribution Users on the following operating systems platforms: MS Windows 7, Vista, MS Windows XP SP-2, MacOS X 10.4.8 or their upgraded versions, on any type of a computer and through any types of Internet connections with a capacity of at least 512 kb/s, using the following web browsers: Microsoft Internet Explorer 8.0 or its upgraded version, Mozilla FireFox 9.X or its upgraded version, Apple Safari 5.X or its upgraded version, Google Chrome 20.X or its upgraded version, and Adobe Flash Player 10.X or its upgraded version. In order to use the Distribution Service, Distribution User shall also be required enable cookies and JavaScript in the web browser used by him/her.
3. The Distribution User, prior to use of the Distribution Service, shall be required to check whether their hardware meets the technical requirements that have been set out in the Terms of Distribution. TVN shall not be held responsible for situations in which problems may occur with access to the Distribution Service (e.g., due to the blocking of Distribution Service Access regardless of using thereof in accordance with the Terms of Distribution).
4. TVN shall not be held responsible for technical problems or technical limitations as regards the hardware used by the Distribution User (firewalls – denials of access, incorrect versions of multimedia player, antivirus software and others), which prevents the Distribution User from accessing the Distribution Service available under the TVN Service.
5. Any and all attempts to break into the Distribution Service, as well as using it in a manner inconsistent with the Terms of Distribution, shall result in irreversible denial of access to the Distribution Service and in taking appropriate legal action. Recording,

copying, reproduction, or any other form of Distribution User's interference in Materials rendered available on the Distribution Service, which would be contrary to the valid laws or provisions of the Terms of Distribution, shall be strictly prohibited.

6. TVN reserves that the data transmission technology in the Internet, despite the use of appropriate safeguards such as passwords, shall not fully guarantee the safety of Data being stored and/or transmitted.
7. TVN shall not be held responsible for:
  - a) damage/losses due to Distribution User's use of Distribution Service which is inconsistent with the Terms of Distribution or contrary to the provisions of applicable laws;
  - b) problems in the functioning of the Distribution Service, provided they occurred as a result of events which TVN, despite maintaining due diligence, has not been able to foresee or prevent, or as a result of acts of force majeure;
  - c) the use of the Distribution Service by the Distribution Users contrary to the provisions of the Terms of Distribution, and in particular with the system requirements as specified in § 6 section 2 of the Terms of Distribution;
  - d) lack of access to the Distribution Service due to technical reasons (e.g. maintenance works, inspection, replacement of equipment)
  - e) rendering the Material available by the Distribution User to persons under age limit specified in the Material.
8. TVN or other entity indicated in the Distribution Service shall administer the copyrights and/or related rights to the Materials contained in the Distribution Service in the scope of functioning of the Distribution Service.
9. Access to materials via Distribution Service, in particular downloading materials by the Distribution User, does not constitute legal basis, nor results in acquisition of any rights or license regarding above-mentioned materials.
10. TVN informs that while using the Distribution Service, short text messages called "cookies" are recorded on the Distribution User's computer. The installation of the files is necessary to ensure proper access to the Distribution Service. "Cookies" files contain information crucial for the proper functioning of website services. The content of cookies does not allow to identify the Distribution User. No personal data are processed or stored using cookies.
11. TVN shall ensure due diligence to protect privacy and personal data of its Users. Detailed information on the personal data administrator, the rules for processing of personal data, the rights of Distribution Users related to the processing of personal data, and any possible Distribution Users' obligations are contained in the document

titled *TVN Privacy Policy*, which is available to all users at [https://konto.tvn.pl/pdf/polityka\\_prywatnosci.pdf](https://konto.tvn.pl/pdf/polityka_prywatnosci.pdf) and in [Terms of TVN Service](#).

## § 7

### **Remarks**

1. Each Distribution User shall be entitled to provide remarks on issues related to the functioning of the Distribution Service.
2. The remarks/comments shall be sent to TVN to the e-mail: [distribution@tvn.pl](mailto:distribution@tvn.pl)
3. Distribution Users' remarks/comments shall be reviewed and analysed by TVN on on-going basis.

## § 8

### **Final Provisions**

1. TVN shall not be liable for Distribution User's use of the Distribution Service in a manner inconsistent with the provisions of these Terms and Conditions.
2. TVN shall not be held responsible for any and all damage/losses incurred by the Distribution User due to dangers/threats on the Internet, and in particular due to any hacking attacks against Distribution User's system, acquisition of passwords by third parties, infecting the Distribution User's system with viruses.
3. In all legal relationships arising from the Distribution Users' use of the Distribution Service, the provisions of Polish law shall apply. Any disputes shall be settled by the competent Polish courts of law.
4. The Terms of Distribution shall enter into force as of 22<sup>nd</sup> October 2012.