

TERMS AND CONDITIONS OF E-INVOICES ISSUED FOR SERVICES PROVIDED VIA THE "KLIPER" WEBSITE

1. Definitions

Whenever any references are made in these Terms and Conditions to the terms defined below, these terms shall be understood as follows:

- 1.1. Kliper Website – an on-line electronic platform belonging to TVP S.A., available at: <https://kliper.tvp.pl>, which is used for rendering paid service of sending, storing and transcoding advertising material, also referred to as the Website.
- 1.2. TVP S.A. – Telewizja Polska S.A. with its registered office in Warsaw at ul. J.P. Woronicza 17, 00-999 Warsaw, acting under the entry in 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 No 0000100679, Tax Identification Number (NIP): 521-04-12-987 and with share capital of PLN 286,596,500.00 paid in full.
- 1.3. User – a natural person conducting a business activity, a legal person or an organisational unit without legal personality to whom legal capacity is granted under an act, registered on the Website and using the services available thereon, rendered by TVP S.A., for the provision of which TVP S.A shall issue and make available invoices.
- 1.4. Account – a set of resources and permissions assigned to a particular User on the Website.
- 1.5. E-invoice – an electronic invoice within the meaning of the tax law, made available to the User by TVP S.A. via electronic mail to the e-mail address indicated by the User on his or her account on the Website, in a way which guarantees the authenticity, integrity and legibility of E-invoices.
- 1.6. Access code – an access code to E-invoices, established and provided to the User to the e-mail address provided by the User on the Website. The code shall be granted on a one-off basis for the whole period of the User's cooperation, along with electronic documents of TVP S.A.
- 1.7. Terms and Conditions – these Terms and Conditions governing the principles of making available invoices to the Users via electronic mail, including the principles of acceptance and cancellation of an option to issue E-invoices for the Users.

2. Issuing and making available E-invoices

- 2.1. The conditions for making available E-invoices to the User by the Service are as follows:
 - 2.1.1. the User needs to be registered on the Website;
 - 2.1.2. the field relating to the acceptance of these Terms and Conditions needs to be ticked on the form during the registration of the User or when the data on the User's Account are changed;
- 2.2. By giving consent and accepting the making E-invoices available through the Service, the User declares that:
 - 2.2.1. it has technical capabilities to receive and read E-invoices issued by TVP S.A. (among others, it has an installed program which allows to view documents in PDF format);
 - 2.2.2. the e-mail address provided by the User is active and belongs to the User;
 - 2.2.3. it is responsible for validity and correctness of the data indicated on the Website and for the risk of delivering the e-mail to a third party as a result of providing an incorrect e-mail address.
 - 2.2.4. it opts out of receiving invoices in traditional (paper) form.
- 2.3. E-invoices shall be issued by TVP SA and made available to the User electronically to the e-mail address specified on the Website using the *GreenMail24.pl* system. In order to activate the application, enter the address: <https://greenmail24.pl> in any web browser.
- 2.4. The account on the *Green Mail 24* system is voluntary and the User is not required to log on to this system to download the E-invoice. However, in order to obtain the history of documents received from TVP S.A., the user can set up an account in the system.
- 2.5. Notifications on a possibility to download E-invoices shall be sent according to the following rules:
 - 2.5.1. The sender's email address: tvp@greenmail24.pl
 - 2.5.2. Sender's name TVP E-invoice
 - 2.5.3. Message Subject: Invoice<invoice number> from Telewizja Polska S.A.
 - 2.5.4. Message content: E-invoice download link
- 2.6. By clicking on the link provided in the email, the User shall be redirected to the *GreenMail24.pl* system to enter the access code to the document.
- 2.7. Once the access code is entered, the User shall obtain access to the *GreenMail24.pl* system from which E-invoice files can be downloaded and electronic signature can be verified.

- 2.8. The delivery shall be effected at the time of sending the User a message containing a notification on issuing and making available the electronic invoice, to the e-mail address specified in point 2.2.2.
- 2.9. Duplicates shall be issued by TVP S.A. if the User requests them. The duplicate contains the word "DUPLICATE" and its date of issue.
- 2.10. In the case the User provides incorrect or incomplete data, TVP S.A shall not be liable for any possible legal and tax consequences which may arise from that fact on the User's part.
- 2.11. TVP SA reserves the right to issue and send invoices (including duplicate invoices and corrective invoices) in paper form.

3. Opting out of receiving E-invoices.

- 3.1. The User may opt out of receiving E-invoices by ticking the appropriate field on the Website consent to E-invoices").
- 3.2. Opting out of receiving E-invoices in accordance with par. 3.1. means that documents shall be sent in paper form via traditional mail to the address of the User's registered office, according to the data included on the User's Account.
- 3.3. TVP S.A. shall cease to make e-invoices available electronically no later than 14 days after the date on which the User opted out of making E-invoices available in accordance with par. 3.1.
- 3.4. In order to re-activate the option of receiving E-invoices, the Users is required to re-submit the declaration and express an appropriate consent in accordance with point 2 of the Regulation.

4. Final provisions.

- 4.1. The Terms and Conditions shall come into effect as of 1 August 2017.
- 4.2. In matters not regulated by the Terms and Conditions, the provisions of the terms and conditions of the Website and the provisions of generally applicable law shall apply.
- 4.3. TVP SA reserves the right to amend the Terms and Conditions.
- 4.4. In case of a change in the laws governing the issuance and delivery of invoices and corrective invoices electronically, TVP S.A. shall adjust its procedures accordingly and notify the User of such a fact. If the User accepts the changes and does not inform TVP S.A. about opting out of receiving E-invoices, the re-acceptance of the Terms and Conditions shall not be required.
- 4.5. The current Terms and Conditions are available at: <https://kliper.tvp.pl>