

REGULATIONS KLIPER



1. Introduction – general provisions

- 1.1. These Regulations shall specify the terms and conditions for rendering services via the Kliper Website which is an electronic online platform providing services of payable transfer, storage and trans-coding of advertising materials to the Advertising and Marketing Office at Telewizja Polska S.A. w likwidacji.
- 1.2. The Kliper Website shall be available at the following address: <https://kliper.tvp.pl>.
- 1.3. Telewizja Polska S.A. w likwidacji based at ul. J. P. Woronicza 17, 00-999 Warszawa, is the owner of the Kliper Website.
- 1.4. The Regulations of using the Kliper Website shall be available at the following address: <https://kliper.tvp.pl>.
- 1.5. Prior to using the Website, a Website User shall read and understand these Regulations and shall observe them. Starting to use the Website shall be tantamount to the acceptance of these Regulations.

2. Definicje

Whenever these Regulations mention the terms used hereinbelow, they shall be understood as follows:

- 2.1. Kliper Website – an electronic online platform belonging to the Kliper Administrator, available at <https://kliper.tvp.pl>, aimed at the rendition of a payable service consisting in the Transferring, Storing and Trans-Coding advertising materials, it shall be also referred to as the Website.
- 2.2. Kliper Administrator – an entity managing the Website and exercising control over it which is Telewizja Polska S.A. w likwidacji with its registered office at ul. J. P. Woronicza 17, 00 999 Warsaw, Poland, operating under an entry in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register [KRS], under the number KRS 0000100679, NIP (Tax ID) 521-04-12-987, with the share capital of PLN 286,596,500, paid up in full,
- 2.3. Regulations – the present regulations laying down the rights and obligations of the Website Users and constituting the regulations referred to in Article 8 of the Electronic Service Provision Act.
- 2.4. Business Entity – a natural person running business activity, legal person, or organisational unit without legal personality to whom legal capacity is granted under the statute – registered in the Website and using the services available therein.
- 2.5. User – a natural person using the Website, that is, the Business Entity Administrator or Business Entity Employee.
- 2.6. Business Entity Administrator – a User acting on behalf of and for the benefit of a specific Business Entity, holding an Account in the Website, responsible for managing the data of the Business Entity and holding power to create additional sub-accounts and manage them within the Business Entity.
- 2.7. Business Entity Employee – a User for whom a sub-account in the Website has been created by the Business Entity Administrator.
- 2.8. Account – a collection of resources and powers assigned to a specific User in the Website.
- 2.9. Login – User's e-mail wherewith, together with the Password, access can be gained to the Kliper Website.
- 2.10. Password – a series of characters determined by the User (except for specific cases) which provides them with authorised access to the Account.
- 2.11. Registration – a procedure consisting in the creation of the Account of the Business Entity Administrator in the Website, which consists in filling the Registration Form and providing required consents and representations.
- 2.12. Registration Form – a set of data necessary to be entered into the Website for the purpose of creating the Account of the Business Entity Administrator.
- 2.13. Data – any and all data provided to the Kliper Administrator via the Kliper Website or electronic mail, including the ones made available during the Registration.
- 2.14. Technical Class – a set of technical parameters of the material.
- 2.15. Material – a commercial message, in particular a commercial spot, sponsor billboard, in digital form, transferred to the Kliper Website by the User.
- 2.16. Material Metrics – a selected set of the Material data which may be used, among other things, to make settlements of the Advertising and Marketing Office at TVP S.A. w likwidacji with the Organisations on Collective Management of Copyright and Related Rights.
- 2.17. Cart – a facility collecting a limited number of unpaid Materials.
- 2.18. Price List – a list of fees, established by the Kliper Administrator, for the Services rendered as part of the Kliper Website.
- 2.19. Payment Processor – an entity rendering payment services for the Kliper Website which is Autopay S.A. with its registered office in Sopot, address: ul. Powstańców Warszawy 6, 81-718, registered in the District Court Gdańsk-Północ 8th Commercial Division under the National Court Register number [KRS] 0000320590, NIP 585-13-51-185.
- 2.20. Payment Confirmation – data on the details of the payment made by the User, generated by the Payment Processor and forwarded to the Kliper Website.
- 2.21. Proxy – a low-resolution file generated automatically with the use of which the User may view the material sent to the Kliper Website.
- 2.22. Material Transfer – a Service which consists in placing the Material in the Kliper Website, that is, uploading a correct file and its correct labelling.
- 2.23. Material Storage – a Service which consists in storing the Business Entity Material in the disc space of the Kliper Website and making it available to the Users of the Business Entity for a term of 90 days.
- 2.24. Trans-coding – a Service which consists in technical adaptation of the Material technical parameters (with no interference into its substance) to the requirements of the TV channel wherein it is to be broadcast.

- 2.25. Service – services available as part of the Service which have been referred to in items: 2.22 – 2.24.
- 2.26. Contract – a contract entered into electronically by and between the Kliper Website Administrator and a Business Entity, the subject of which is the provision of Services in the Website in accordance with these Regulations.
- 2.27. E-invoice – an invoice in electronic format which is to be made available to the User in accordance with the E-Invoice Regulations available at: <https://kliper.tvp.pl>.
- 2.28. Day – a calendar day.

3. Technical requirements

- 3.1. In order to use the Website correctly, computers of the following configuration shall be required:
- Internet connection with minimum capacity 512 kb/s both directions,
 - operating system in its currently supported edition: Windows 10 or more recent one, macOS 10.14 or more recent one or Linux (recommended: Ubuntu 20.04 LTS or 18.04 LTS),
 - JavaScript technology on and cookies approval.
- 3.2. Additionally, devices should be equipped with at least one of the following Internet browsers:
- Google Chrome version 78 or more recent one; Google Chrome version 96 or more recent one,
 - Mozilla Firefox version 70 or more recent one; Mozilla Firefox version 91 or more recent one,
 - Microsoft Edge version 80 or more recent one; Microsoft Edge version 96 or more recent one.
- 3.3. The Website has not been optimised in terms mobile device operation.
- 3.4. The Materials forwarded to the Website shall be verified in terms of their satisfaction of Technical Classes. The Technical Class Description shall be available at the following address: <https://kliper.tvp.pl>.

4. General terms and conditions of the Service

- 4.1. The Website may be used exclusively for purposes related to the business operations pursued by a Business Entity.
- 4.2. The Website shall render the Services against a fee. The Price List for the Services shall be available at the following address: <https://kliper.tvp.pl>.
- 4.3. The Kliper Website shall guarantee safe, encoded communication channel by and between the browser and the Website with the use of the HTTPS protocol.
- 4.4. Users shall exercise their utmost diligence with respect to the elimination of malicious software in the files delivered. Each and every Material shall be verified by virtue of anti-virus control.
- 4.5. The Kliper Administrator shall not be liable for any content transferred and stored in the Website by the Users on Business Entity Accounts. In the event of obtaining information on transferring content which is in contravention with the commonly applicable laws or these Website Regulations, the Kliper Administrator shall be authorised to remove the Material from the Website with no liability for any losses that may be suffered by the Business Entity.
- 4.6. The Kliper Administrator shall be authorised to a short-term and temporary break in the Website operations for the purpose of its improvement, addition of services or for the purpose of maintenance, in particular. In the event of a scheduled temporary shut-down of the Website, the Kliper Administrator shall notify the Users via email to the e-mail addresses provided in the Website.
- 4.7. In the event of a Website failure, the Kliper Administrator shall provide some other solutions enabling for the transfer of the Materials.
- 4.8. The Kliper Administrator shall be entitled to conduct any information, promotional and advertising activity in the Website.

5. Account registration

- 5.1. The first logging into the Website shall be preceded with the Account Registration. The registration form shall be available at the following link: "Zarejestruj mnie" [Register me] located under the logging window or after you visit the following website: <https://kliper.tvp.pl/accounts/login/>. Registration of a Business Entity in the Website shall be voluntary and free of charge.
- 5.2. You must register in order to use the Website Services.
- 5.3. The Website allows you to establish two types of Accounts, namely:
- a. Account of the Business Entity Administrator – the Account to be established during the Account Registration for a specific Business Entity in the Website by a person acting on behalf of and for the benefit of the Business Entity,
 - b. Account of the Business Entity Employee – the Account established by the Business Entity Administrator to the User's Employees.
- 5.4. The Account of the Business Entity Administrator in the Website may be established by a person authorised to make declarations of will on behalf of the Business Entity.
- 5.5. The Accounts registered on the Website shall be valid for unlimited time. One year (365 days) of the Account inactivity shall result in its blockade. Unblocking the Account shall require the User's contact with the Website Administrator via email to: kliper@tvp.pl.
- 5.6. The Account of the Business Entity Administrator shall be registered through:
- a. filling in the Registration Form by filling in the fields required,
 - b. accepting these Regulations and other consents and representations required, by ticking the fields of choice required,
 - c. activation of the Account by clicking the activation link sent to the email address provided in the Registration Form,
 - d. verification of the Account details by the Kliper Administrator,
 - e. sending by the Kliper Administrator of a message on the Account activation after a positive verification or a message on the Account rejection along with the link for data correction and the reason for the rejection. After

After the Account has been rejected and has not been corrected, the data shall be erased by the Kliper Administrator;

- f. it shall be admissible also to register, by the Business Account Administrator, of the following sub-accounts:
 - For the Business Entity Administrator
 - For the Business Entity Employee.
- 5.7 The sub-account shall be registered by establishing a new Account by the Administrator through filling in the User's details required. The information on the capability of using the Website by the User shall be sent to the User's email address provided by the Business Entity Administrator. In the email message received, the Business Entity User shall receive the information and the link to set their Password which shall be valid for 72 hours.
- 5.8 During the Account Registration, the Business Entity Administrator and the Business Entity Employee shall accept the required consents and representations.
- 5.9 The Business Entity Administrator shall immediately update their data on the Website if they have been changed. As the data have been updated, the Business Entity shall be re-verified by the Kliper Administrator. The Kliper Administrator shall not be liable for any damage caused by a failure to make the aforementioned update.
- 5.10 The Business Entity Administrator may hold only one Account on the Website which shall be registered for a specific Business Entity. The Account must not be absolutely rendered available to any third parties. The Business Entity Administrator shall protect the personal data and shall not forward those Data to any unauthorised persons.
- 5.11 The Business Entity Administrator may block and erase the Accounts of the Business Entity Employees which shall result in the inability to log into the Website.
- 5.12 The Business Entity Administrator shall be fully liable for the Materials transferred and stored which are placed on the Business Entity Account and the Data placed on the Website both by the Business Entity Administrator and the Business Entity Employee.
- 5.13 The User shall protect their Password, shall not provide it to other users and third parties and shall change their Password every 90 days.
- 5.14 The Website shall block the access for the User who fails to provide a correct Password after 5 attempts.
- 5.15 In the event of becoming aware of the fact that a third party has obtained the Password, the User shall immediately attempt to change their Password. In the event of a failure, the User should ask the Kliper Administrator to block the Account. In the absence of a notification of the Website Administrator, the User shall bear the risks associated with the use of their Account by a third party.
- 5.16 By establishing the Account, the User shall be entitled to decide to what extent they give their consent to receiving notification from the Website by ticking the relevant field.

6. Scope of the services rendered - rules for sending Materials

- 6.1 The Service rendered by the Kliper Website shall consist of the following:
 - a. the Material Sending service,
 - b. the Material Storing and the Material Provision service for a term of 90 days as of paying for the service (after 90 days the Materials shall be automatically erased from the Website),
 - c. the Material Trans-coding service which consists in technical adaptation of the Material to the broadcasting requirements with no interference into its substance.
- 6.2 The User shall enter into the Contract on Services Rendition by virtue of the following:
 - a. placing the Material in the Cart,
 - b. providing the required data on the Material,
 - c. making payment for the Cart (accrued as a product of the amount of the Materials placed in the Cart x the price for the Material; the price shall be accrued on the basis of the Material duration in line with the Price List applicable as of the date of making the payment).
- 6.3 The User shall make the payment for the Material placed in the Cart during 3 days as of the date of adding the Material to the Cart. After this time, the Material stored in the Cart shall be automatically erased from the Website together with all the data.
- 6.4 The Service shall be rendered only upon obtaining by the Kliper Administrator from the Payment Processor of the confirmation of making the payment - the Payment Confirmation. For payments to be made with the use of a payment card, the Service performance time shall be counted from the time of a positive authorisation of the transaction.
- 6.5 The Payment Processor shall provide for the following methods of payment:
 - a. payment cards: Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro,
 - b. BLIK,
 - c. online payments online including automatic payments.
- 6.6 Automatic payments referred to in point 6.5(c) shall be in the form of one-click payment which means that the User shall make payments through one click with no need to enter the payment card details at each and every time. Payment card details (such as its number and the CVC/CVV code) shall be saved in an encoded form in the IT systems of Autopay S.A. with its registered office in Sopot (entry number on the PFSA register: IP17/2013).
- 6.7 The Kliper Administrator shall not process or store payment card details.
- 6.8 The Business Entity Administrator shall configure automatic payments and shall make the initial transaction with the use of authorisation mechanisms of the payment card issuer.
- 6.9 The Business Entity Administrator shall be at any time entitled to opt out of automatic payments. To this end, right after logging into the Website, they should proceed to the Administrator's tab and then to the Business Entity details tab and should click the option "switch off automatic payment" located in the left bottom corner.
- 6.10 The Business Entity may consent to receiving e-invoices. In such a case, an invoice for the Service shall be rendered available in the electronic form via a dedicated website for handling e-invoices at TVP S.A. w likwidacji.
- 6.11 Detailed information on using electronic invoices has been referred to in the E-Invoices Regulations available at the following address: <https://kliper.tvp.pl>.

- 6.12. If the Business Entity does not consent to receiving e-invoices, invoices for the Service shall be issued by the Kliper Administrator in a paper form and shall be sent by post.
- 6.13. If it is not feasible to make payments in the Website via the Payment Processor, the Kliper Administrator may suggest another form of payments for the Service to be performed by the Website for the User's benefit.

7. Violation of the Regulations

- 7.1. Using the Kliper Website for purposes not in line with these Regulations and in a way that violates legal regulations shall be prohibited, in particular the following shall be inadmissible:
- using personal data of Users without their knowledge and consent for purposes other than the ones related to the operation of the Website,
 - sending and storing in the Website of the Materials and data of illegal nature, in particular: those violating copyright, threatening the safety of the Website, of pornographic and vulgar, abusive content, those compromising social customs and standards, those infringing intellectual property of third parties, those promoting any type of discrimination (e.g. racial discrimination, discrimination due to the creed or gender, etc.),
 - sending spam and unsolicited commercial information,
 - taking up any actions through which a person or an entity performing them shall directly or indirectly affect the Users, acting to their detriment, to the detriment of the Administrator or any third parties.
- 7.2. The Users using the Website in a prohibited manner may be subject to the sanctions as follows:
- the prohibited Materials shall be erased from the Website,
 - the Account wherefrom a violation of a right or these Regulations has been made shall be blocked or erased,
 - the capacity to render the Services on the Kliper Website shall be blocked.
- 7.3. The User shall be informed electronically of the sanctions imposed and their reasons by the Kliper Administrator to the email address provided on the Website.
- 7.4. In the event of the sanctions imposed, the User shall have the right to file a complaint. The procedure for submitting claims has been referred to in Chapter 11 of these Regulations.
- 7.5. During the blockade of access to the Account, the User shall not have access to the Materials and Data stored in the Account. Unblocking the account shall result in retrieving the access to the Materials and Data provided that it is not illegal.
- 7.6. The Kliper Administrator shall have the right to block the Account in the following situations:
- if the number of days of the Account inactivity exceeds 365 days,
 - the number of failed logging attempts of the User exceeds 5,
 - the User violates the provisions of these Regulations,
 - the User performs activities which even indirectly may bear the marks of interfering in the structures of the Website where to they have no access or destabilises the Website operations through its actions.
- 7.7. If the activities of the User infringing these Regulations have caused a damage to the Kliper Administrator, they shall be authorised to report this fact to the competent authorities and pursue claims from such a User before a court.

8. Kliper Administrator's liability

- 8.1. The Kliper Administrator shall be liable for the performance of the Services rendered available in the Website.
- 8.2. The Kliper Administrator shall make every effort to protect the Materials and Data stored in the Website; however, they do not guarantee a capacity of the Material retrieval if it has been erased.
- 8.3. The Kliper Administrator shall be liable for any non-performance or improper performance of the Service in accordance with the applicable laws.
- 8.4. The Kliper Administrator shall not be liable for any content placed by the Users in the Website.
- 8.5. The Kliper Administrator shall not be liable for non-performance or improper performance of the Service if any instances of force majeure have occurred (e.g. wars, calamities, armed actions, etc.).
- 8.6. The Website Administrator shall provide for a capacity to transfer Materials under an emergency procedure in the event of the System failure.
- 8.7. In the event of becoming aware of an illegal nature of the Data or Materials placed on the Account, the Kliper Administrator shall immediately disable the access to those Data/ Materials and shall not be liable for any damage incurred by the User as a result of preventing them from access to those Data/Materials.

9. Liability of the the Administrator of the Business Entity

- 9.1. The Administrator of the Business Entity shall be liable for management of all Accounts linked with the Business Entity under their management, in particular for the following:
- establishing the Accounts for the Business Entity Employees,
 - updating the Accounts for the Business Entity Employees,
 - erasing/blocking the Accounts for the Business Entity Employees,
 - managing requests for Account erasure of the Business Entity (request approval or rejection),
 - immediate reporting of any and all information security incidents to the Cyber-Security Office, email address: ochrona.informacji@tvp.pl.
- 9.2. The Business Entity Administrator shall be authorised to enter and manage the Business Entity Data.
- 9.3. The maximum number of active Users at the Business Entity may not exceed 10.
- 9.4. The Business Entity Administrator shall immediately update their data on the Website if they have been changed.
- 9.5. The Business Entity Administrator may hold only one Account on the Website which shall be registered for a specific Business Entity. It shall be absolutely prohibited to provide the Account to any third parties.
- 9.6. The User shall be fully liable for the Materials transferred and stored which are placed on the Business Entity

- Account both by the Business Entity Administrator and the Business Entity Employee.
- 9.7. The User shall protect the personal data and shall not forward those Data to any third parties.
- 9.8. The User shall be fully liable for any violation of these Website Regulations.

10. Copyright

- 10.1. The property copyright and the related rights to the Kliper Website shall be attributable in full to the Kliper Administrator.
- 10.2. Without the Kliper Administrator's explicit consent made in writing to be valid, it is prohibited to copy, disseminate or use in any other manner, in whole or in part, the content placed in the Website, except for the cases provided for in the generally applicable laws.
- 10.3. The approval of these Regulations shall be tantamount to the declaration that the Material transferred to the Website is legal and does not infringe any third party rights.
- 10.4. The Material delivered with no correct copyright Metrics shall be tantamount to the submission of a declaration that no rights to remuneration due to anyone under the Act on Copyright and Related Rights are attached to the Material delivered (together with works contained therein) and its use.
- 10.5. The User shall compensate in full for a loss in the event of infringing a right or rights of third parties to the Material, in particular to moral rights, copyright or related rights, rights to trade marks.

11. Complaints

- 11.1. The Website Users may file their complaints and contact the Kliper Administrator with the use of the "Help" form which is available after logging into the Kliper Website or via email address as follows: kliper@tvp.pl. A reply to the issue reported shall be sent by the Kliper Administrator to the User's email address provided on the Kliper Website.
- 11.2. The scope of the complaint may cover: a notification concerning improper operations of the Website and its individual services, non-performance or improper performance of the Services, incorrect computation of the payables for the Service rendition.
- 11.3. The complaints shall be filed within 10 days from the date of detecting the irregularities.
- 11.4. The complaints filed after the expiry of the term referred to in item 11.4 shall not be recognised which shall be communicated to the informant by the Kliper Administrator.
- 11.5. The complaint shall contain:
- topic,
 - details of the object of complaint,
 - details of the circumstances of the event,
 - contact details of the informant.
- 11.6. The Kliper Administrator shall handle the complaint within 30 days from the date of its filing.
- 11.7. If it is necessary to return the monies for a transaction made by the User with the use of a payment card, the Administrator shall return the monies to the bank account assigned to the User's payment card.
- 11.8. The Kliper Administrator shall reserve a right to interfere in the technical structure of the Account in order to diagnose the irregularities reported in the functioning of the Account or the Service as well as to take up actions by the Administrator which are aimed at restoring a correct operations of the Account in accordance with the demand from the complaint.
- 11.9. Complaints regarding payment services shall be filed directly to the Payment Processor, the Kliper Administrator shall not be an entity rendering payment services.
- 11.10. The User shall be entitled to pursue claims, in a litigation, which arise from incorrect operations of the Website and its individual Services, non-performance or improper performance of the Services, incorrect computation of the payables for the Service rendition subject to the provisions of these Regulations, as the complaint-handling procedure has been exhausted.

12. Final provisions

- 12.1. These Regulations shall enter into force on 01.03.2025.
- 12.2. The Kliper Administrator shall be authorised to amend these Regulations. The amended Regulations shall be rendered available in the Website while the information of the intended amendment shall be communicated electronically to the Users by the Kliper Administrator to the email address provided in the Website not later than within 7 days prior to its effectuation date. If the User does not accept the amended Regulations, they may submit a request for the Account erasure within the timeframe referred to in the email received. The request for the Account erasure shall be available after logging into the Website in a pull-down field with the User's Login.
- 12.3. To any matters not governed by these Regulations, the Polish laws shall apply.
- 12.4. Any and all disputes shall be settled by a common court having jurisdiction over the registered office of the Kliper Administrator.
- 12.5. Any information about violations of these Regulations should be communicated to kliper@tvp.pl.
- 12.6. The Website operate based on the "cookies" technology. The User may read the Privacy Policy and the Cookies Policy available at the following address: <https://kliper.tvp.pl>.