

REGULATIONS

1. INTRODUCTION – GENERAL PROVISIONS

- 1.1. These Regulations determine terms of the provision of services through the **Klipper Service**, which is an electronic on-line platform rendering services of payable transmission, storage and transcoding of advertising materials to Biuro Reklamy TVP.
- 1.2. The Klipper Service is available at the following address <https://kliper.tvp.pl>.
- 1.3. The owner of Klipper Service is Telewizja Polska S.A., with its registered office in Warsaw at ul. Woronicza 17.
- 1.4. The Regulations concerning the use of the Klipper Service is available at the following address <https://kliper.tvp.pl>.
- 1.5. Before starting to use the Service, the User shall read these Regulations and observe their provisions. Starting to use the platform means acceptance of the Regulations.
- 1.6. Services provided in the Klipper Service are not available for persons who are consumers.

2. Definitions

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

- 2.1. Klipper Service – an on-line electronic platform belonging to Klipper Administrator, 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.
- 2.2. Klipper Administrator – an entity managing the Service and supervising it, i.e. 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.
- 2.3. Regulations – these regulations, determining the rights and duties of the Users making use of the Service, constituting Regulations referred to in Article 8 of the Law on performing services in electronic form.

- 2.4. User – a natural person conducting business activity, a legal person or an organisational unit without legal personality to whom legal capacity is granted under the Law, registered in the Service and using the services available thereon. Hereinafter also referred to as the 'Company'.
- 2.5. Company Administrator – a User holding an account in the Service, responsible for Company data management and authorised to create additional sub-accounts and managing them inside the registered Company.
- 2.6. Company Employee – a Service User, for whom a sub-account was created by the Company Administrator.
- 2.7. Consumer – a natural person performing a legal action with an entrepreneur, which is not related directly with its business activity or professional activity.
- 2.8. Account – a set of resources and permissions assigned to a particular User on the Website.
- 2.9. Login – User's e-mail, used – together with a password – to access the Kliper Service.
- 2.10. Password – a series of characters chosen by the User (except for particular cases) in order to get an authorised access to the Account.
- 2.11. Registrations – a procedure consisting in the creation of an account in the Service, including filling in a Registration Form and granting required consents and declarations.
- 2.12. Registration Form – a set of required data to be inserted in the Service to create an Account.
- 2.13. Data – all and any data made available to the Kliper Administrator through the Kliper Service or an electronic mail, including also the data made available during Registration.
- 2.14. Technical Class – a set of technical parameters of the material.
- 2.15. Material – a commercial communication, in particular, a commercial spot, a sponsor's billboard, sent in the digital form to the Kliper Service by the User.
- 2.16. Material Imprints – a selected set of the Material data, which may be used, among others, for the settlements performed by Biuro Reklamy TVP S.A. with Organisations dealing with collective management of copyrights and similar rights.
- 2.17. Basket – an object gathering a defined number of unpaid Materials.
- 2.18. Pricelist – a specification of fees determined by the Administrator for the services provided through the Kliper Service.

- 2.19. Payment Operator – an entity rendering payment services for the Kliper Service, i.e. Blue Media S.A., with its registered office in Sopot, ul. Powstańców Warszawy 6, 81-718, registered in the District Court Gdańsk-Północ, 8th Commercial Division of the National Court Register under KRS 0000320590, TAX ID 585-13-51-185.
- 2.20. Payment confirmation – data on the details of a payment executed by the User, generated by the Payment Operator and sent to the Kliper Service.
- 2.21. Proxy – a low-resolution file generated automatically, enabling the User to preview the material sent to the Kliper Service.
- 2.22. Material Transmission – a service involving the addition of the Material in the Kliper Service, i.e. downloading a correct file and its correct description.
- 2.23. Material Storage – a service involving the storage of the Company Material on the disc of the Kliper Service and making it available for the Company Users for 90 days.
- 2.24. Transcoding – technical adjustment of the Material technical parameters (with no interference in the substantive content) to the requirements of a TV channel where it is to be broadcast.
- 2.25. Service – all and any services available within the Service.
- 2.26. Agreement – an agreement concluded in an electronic form between Kliper Administrator and the User, the subject of which is provisions of services within the Service, according to the Regulations.
- 2.27. E-invoice – an invoice issued in an electronic format, made available to the User according to the E-invoices Regulations available at <https://kliper.tvp.pl>
- 2.28. Day – shall mean a calendar day.

3. Technical requirements

- 3.1. In order to ensure correct operation of the Service, the computers used to access it shall have the following configuration:
- an Internet access, among others, the required bi-directional bandwidth of 512kb/s,
 - An operating system in the currently supported version: Windows 7 or later, Mac Os 10.12 or Linux – Ubuntu 17.04 or 16.04 LTS,
 - switching on the JavaScript technology and the so-called 'cookies'.
- 3.2. Moreover, the afore-mentioned devices should have, at least, one of the following web browsers installed:

- Google Chrome 53 or later version
- Mozilla Firefox 49 or later version
- Microsoft Internet Explorer 11 or later version

3.3. The Service is not adjusted to operate correctly in mobile devices.

3.4. Materials transmitted to the Service are verified towards their compliance with the defined Technical Classes. Description of Technical Classes is available at: <https://kliper.tvp.pl>

4. General Terms of Service Provision

4.1. The Service may be used solely for purposes relating to the business activity conducted by the User.

4.2. The Service provides payable services. The Pricelist is available at: <https://kliper.tvp.pl>.

4.3. The Kliper Service ensures a secure, encoded communication channel between a browser and the Service with the use of HTTPS protocol.

4.4. Users shall ensure due diligence in their efforts to remove malware from the files they transmit. Each Material will be verified, i.e. it will undergo an anti-virus control.

4.5. The Kliper Administrator shall not be held liable for the contents sent and stored in the Service by the Users on the Company Accounts. If the Kliper Administrator gets information that the contents are sent which are contrary to the commonly binding law, the Kliper Administrator shall be entitled to remove such Material from the Service and will not be held liable for the possible damages suffered by the User/Company.

4.6. The Kliper Administrator shall be entitled to make a short-term and temporary break in Service operation, in particular, in order to improve or add services or perform maintenance activities. IN case of a planned temporary switching off of the Service, the Kliper Administrator shall notify the Users about the fact, by electronic means, at their e-mail addresses available in the Service.

4.7. In case of Service failure, the Kliper Administrator shall made another solution available, to ensure that the Materials could be transmitted.

4.8. The Kliper Administrator shall be authorised to conduct informative, promotional and advertising activity in the Service.

5. Registration of an Account

5.1. The first logging in to the Service shall be preceded by account registration. A Registration Form is available at the link titled 'Register me', available under the logging window or through visiting the page: <https://kliper.tvp.pl/accounts/login/>

Registration of a Company in the Service is voluntary and free of charge.

5.2. Registration is the prerequisite to make use of the Service.

5.3. The Service enables the User to create two types of accounts:

- a. a Company Administrator's Account – created during the process of Company registration in the Service;
- b. a Company Employee's Account – created by the Company Administrator for its employees.

5.4. Registration of a Company Administrator's Account in the Service may be performed by a person authorised to make declarations of will on behalf of the Company.

5.5. The accounts are registered in the Services for an indefinite period. A year (365 days) of account inactivity results in its blockade. In order to unblock the account, a User must contact the Service Administrator through an e-mail at the address: kliper@tvp.pl.

5.6. The Company Administrator's Account is registered through:

- a. filling in the Registration Form, i.e. filling in the required boxes;
- b. accepting the Regulations and other required consents and declarations through unchecking the required check boxes;
- c. activating the Account through clicking an activation link sent to the e-mail address stated in the Registration Form;
- d. verifying the Account data by the Kliper Administrator;
- e. sending a message about account activation by Kliper Administrator, following its positive verification, or a message about rejection of the account with a link to correct the data and information about the reason of rejection,
- f. registration it is also permissible by the Company Administrator of the following sub-accounts:
 - Company Administrator
 - Company Employee

5.7. The sub-accounts are registered through:

- a. creation of a new account by the Company Administrator by supplementing the required User's data;

- b. the information concerning the possibility to use the Service by the User is sent to the User's e-mail address stated by the Company Administrator;
 - c. in the e-mail, the Company User receives the information on the login and a link to set up a password.
- 5.8. During the Account Registration, the Company Administrator and the Company Employee shall accept the required consents and declarations.
- 5.9. Before account activation, the Kliper Administrator may require the Company Administrator to present the original documents confirming the data reported during Registration.
- 5.10. The Company Administrator shall immediately update the Company data in the Service every time they change. Upon such update, the Company is verified again by the Kliper Administrator. The Kliper Administrator shall not be held liable for any damages resulting from the fact that the required update is not performed.
- 5.11. The Company Administrator may hold only one account in the Service, registered for a given Company. It is absolutely forbidden to give an access to the account to third parties. The Company Administrator shall protect personal data and shall not disclose such data to unauthorised persons.
- 5.12. The Company Administrator may block and remove the Company Employees' accounts. Such activities lead to the situation in which it is not possible to log in to the Service.
- 5.13. The Company Administrator shall be held fully responsible for the Materials disclosed and stored, added to the Company Account and the Data added into the Service, either by the Company Administrator and the Company Employee.
- 5.14. Registered Users shall protect their passwords, shall not disclose them to other users or third parties and change the password every 30 days.
- 5.15. After 5 consecutive attempts, the service will deny access to the User who is not able to insert a correct password.
- 5.16. If the User becomes aware that a third party got to know the password, the User shall immediately try to change the password. If this proves unsuccessful, the User shall send a request to the Kliper Administrator to block the Account. If the Service Administrator is not notified about the fact, the User shall bear the risk of the possible use of their account by third parties.
- 5.17. Using the Kliper Service is tantamount to giving consent to receive e-mails from the Kliper Service and Payment Operator.

6. Scope of services provided – principles of sending Materials

- 6.1. The following services are included among those provided by the Kliper Service:
- a. services involving sending the Material;
 - b. services involving storage of the Material and making the Material available for 90 days since the date on which the service was paid. After expiration of the said period, the Materials are automatically deleted from the Service.
 - c. services involving Material Transcoding, consisting in the adjustment of the Material to broadcasting requirements with no interference in its substantive content.
- 6.2. The User concludes a Service Agreement involving service provision through:
- a. placing a Material in the Basket
 - b. supplementing required Material data
 - c. making a payment for the Basket (calculated as a product of the number of placed Materials x Material Price (the price is calculated on the basis of the time of Material recording, according to the pricelist binding as at the date of payment)).
- 6.3. The User shall make a payment for the Material placed in the Basket within 3 days since the moment it has been added to the Basket. Upon expiration of the said period, the Material placed in the Basket will be automatically removed from the Service, together with all data.
- 6.4. The service is provided only when the Kliper Administrator receives a confirmation from the Payment Operator that the fee was paid – Payment Confirmation. In the case of credit card payment, the service realisation time counts from payment authorisation date.
- 6.5. The Payment Operator provides the following forms of payment:
- a. payment cards: Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro;
 - b. BLIK;
 - c. on-line payments, including automatic payments.
- 6.6. Automatic payments referred to in item 6.5c are based on one-click payment, which means that the User makes a payment with one click, without the need to enter the payment card details for each transaction. The payment card details (number and CV/CVV code) are saved in an encrypted form in the IT systems of Blue Media S.A. with its registered office in Sopot (entry number to the register of PFSA: IP17/2013).

- 6.7. The Kliper Controller neither processes nor stores the so-called sensitive data of payment cards.
- 6.8. The Company's Controller configures automatic payments by making an initiating transaction with the use of authorising mechanisms from the payment card's issuer.
- 6.9. The Company's Controller may resign from automatic payments at any time. In order to do so, upon logging to the service the Controller should go to the Administration tab and then to the Company Details tab and click on "turn off automatic payment" in the bottom left corner.
- 6.10. If it proves impossible to make a payment in the Service through the Payment Operator, the Kliper Administrator may offer another form of payment for the service realised through the Services for the User.

7. Infringement of the Service Regulations

- 7.1. It is forbidden to use the Kliper Service for purposes incompliant with the provisions of the Regulations and those infringing the law, in particular, it is not permissible to:
 - a. use personal data of the Users without their knowledge and consent for purposes not related to Service operation;
 - b. send and store Materials and their data of illegal nature in the Service, in particular: infringing copyrights, posing a risk to the Service security, with pornographic, vulgar and offensive content, infringing good morals and social norms, infringing intellectual property of third parties, propagating any forms of discrimination (e.g. racial, religious, sex-related etc.);
 - c. Send spam and non-ordered commercial information;
 - d. undertake all and any activities through which a person or an entity performing them influences the Users, directly or indirectly, acting to their detriment, to the detriment of the Administrator or other third parties.
- 7.2. The Users who make use of the Service unlawfully, may be subject to the following sanctions:
 - a. removing of unlawful Materials from the Service;
 - b. blocking or removing the Account connected with the infringement of the law or Regulations;
 - c. blocking the possibility to perform the service in the Kliper service.
- 7.3. The User will be notified about the sanctions and their causes by the Kliper Administrator by electronic mail to the e-mail address inserted in the System.

- 7.4. The User is entitled to make a complaint against the imposed sanctions. The complaint procedure was described in Section 11 of these Regulations.
- 7.5. The User will not be able to access the Materials and Data stored on its Account during the blockade. Unblocking of the Account will restore the access to the Materials and Data if this proves legal.
- 7.6. the Kliper Administrator is entitled to block the Account in the following situations:
- a. If the number of days of Account inactivity exceeds 365 days;
 - b. if the number of days of unsuccessful attempts to log in exceeds 5;
 - c. if the User infringes provisions of the Regulations;
 - d. if the User performs actions, which – even indirectly – may bear the features of interference into the Service structures, to which the User does not have an access or if the User destabilizes Service operation through their actions.
- 7.7. If the actions infringing the Regulations and performed by the User cause detriment to the Kliper Administrator, the latter is entitled to claim damages from the User in a court of law.

8. Kliper Administrator's Liability

- 8.1. The Kliper Administrator shall be held responsible for the performance of services available in the Service.
- 8.2. The Kliper Administrator undertakes efforts to protect the Materials and Data stored in the Service, however, the Kliper Administrator does not ensure the possibility to restore the Material, which has been removed.
- 8.3. The Kliper Administrator shall be held responsible for non-performance or undue performance of a given service in the Service, in accordance with the commonly binding legal regulations.
- 8.4. The Kliper Administrator shall not be held liable for the contents added in the Service by the Users.
- 8.5. The Kliper Administrator shall not be held liable for non-performance or undue performance of a given service in case of a force majeure event occurrence (e.g. War, natural disasters, armed actions etc.).
- 8.6. The Service Administrator shall ensure the possibility to send the Materials following emergency procedure with the help of the FTP service in case of System failure.

8.7. If the Service Administrator becomes aware of the illegal character of any Data or Materials added on the Account, the Service Administrator shall immediately prevent the access to such Data or Materials and shall not be held liable for any damages incurred by the User when the latter is prevented to access them.

9. Company Administrator's Liability

- 9.1. The Company Administrator shall be held responsible for managing all accounts relating to the Company it administers, in particular for the following:
- creating accounts for Company Employees;
 - updating the Company Employees' accounts;
 - Removing / blocking the Company Employees' accounts;
 - managing applications for the removal of the Company Employees' accounts (acceptance or rejection of such applications).
- 9.2. The Company Administrator shall be entitled to enter and manage the Company data.
- 9.3. The maximum number of active Users in the Company cannot exceed 10.
- 9.4. The Company Administrator shall immediately update the Company data in the Service if the data are changed.
- 9.5. The Company Administrator shall have only one account in the Service registered for a given Company. It is absolutely forbidden to give an access to the account to third parties.
- 9.6. The Company Administrator shall be held fully responsible for the Materials disclosed and stored on the Company Account either by the Company Administrator and the Company Employee.
- 9.7. The Company Administrator shall protect personal data and shall not disclose them to third parties.
- 9.8. The Company Administrator shall be held fully responsible for an infringement of the Service Regulations.

10. Copyrights

- 10.1. Copyrights and similar rights to Kliper Service are vested solely to the Kliper Administrator.
- 10.2. It is forbidden to copy, disseminate or use the content included in the Service, wholly or partially, in any way, without the Kliper Administrator's written consent, under pain of nullity, except for cases stipulated in the common law regulations.

- 10.3. Acceptance of the Regulations is tantamount to the declaration, that the Material sent to the Service is legal and does not infringe any rights of third parties.
- 10.4. Material sent without a correctly filled in Copyright imprint is tantamount to the declaration, that the transmitted Material (providing for the works contained in it) and its use are unrelated with any rights of a third party to get remuneration resulting from the provisions of the Law on copyrights and similar rights.
- 10.5. A User shall cover the whole amount of damages if they have infringed legal regulations or rights of third parties to the Material, in particular to moral rights, copyrights or similar rights, rights to trademarks.

11. Complaints

- 11.1. Service Users may file complaints and contact the Kliper Administrator with the use of the 'Help' Form, available upon logging in to the Kliper Service or by e-mail at the address: kliper@tvp.pl. A reply to the reported problem will be sent by the Kliper Administrator to the User's e-mail address inserted in the Kliper Service.
- 11.2. The scope of complaint may include: reporting incorrect operation of the Service and its individual services, non-performance or undue performance of services, incorrect calculation of the fee for the provided service.
- 11.3. Complaints must be filed within 10 days since the day, on which a given irregularity was ascertained.
- 11.4. Complaints filed following the expiration of the period referred to in 11.4 will not be considered, whereas the Kliper Administrator will notify about the fact.
- 11.5. The complaint should include:
 - a. subject;
 - b. description of the object of the complaint;
 - c. description of the circumstances relating to the complaint;
 - d. contact data of the reporting party.
- 11.6. The Kliper Administrator shall consider the complaint within 30 days following its reporting.
- 11.7. If the necessity of return of the credit card payment occurs, the Administrator will return the funds to the bank account assigned to the User's card.
- 11.8. The User gives its consent for the Kliper Administrator to interfere the technical structure of the Account in order to diagnose reported irregularities in Account or service operation and for the Administrator to undertake activities required to restore the correct operation of the Account, in accordance with the complaint.

- 11.9. Complaints concerning payment services should be filed directly to the Payment Operator. The Kliper Administrator is not the entity rendering payment services.
- 11.10. The User is entitled to claim damages in by means or court proceedings, which result from an incorrect operation of the Service and its individual services, non-performance or undue performance of services, incorrect calculation of the fee for the provided service, subject to the provisions of the Regulations, when the complaint procedure proves unsuccessful.

12. Final provisions

- 12.1. The Regulations shall enter into force on 01.08.2017.
- 12.2. The Kliper Administrator is entitled to make changes in the Regulations. Changed version of the Regulations will be updated in the Service and the Users will be notified about the change by the Kliper Administrator by an electronic mail at the address stated in the Service, within 7 days before it becomes valid, at the latest. If the User does not accept the changed content of the Regulations, it may file an application for Account removal within the deadline stated in the received e-mail. The application is available following logging in to the Service, in the drop-down field with the User's login.
- 12.3. In cases not stipulated in these Regulations, the provisions of the Polish law shall apply.
- 12.4. All disputes shall be resolved by the court competent for the registered office of the Kliper Administrator.
- 12.5. All information concerning any infringement of the Regulations should be sent to the address: kliper@tvp.pl
- 12.6. The Service is operated basing on the 'cookies' files technology. The User may read the terms and rules of personal data processing and cookies policy at the following address: <https://kliper.tvp.pl>

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