

# TERMS AND CONDITIONS OF SERVICES ON THE LIVEFILHARMONIA.SZCZECIN.PL WEBSITE

## I. GENERAL PROVISIONS

These regulations (hereinafter referred to as the "Regulations") define the rules for the provision of the service (hereinafter referred to as the "Service" or "Website") available to users of the website "livefilharmonia.szczecin.pl", and offered by Media Mine Ltd. with headquarters in Warsaw.

The administrator of the Users' personal data is Media Media Mine Ltd based in Warsaw.

## II DEFINITIONS

1. User - a natural person who has agreed to the provisions of the Service by purchasing access on the livefilharmonia.szczecin.pl website,
2. Service Provider - Media Mine Ltd., with its seat in Warsaw (00-550) at Plac Konstytucji 6/83, entered into the Register of Entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division under the number KRS 0000357700, REGON number 142433536, NIP number 5272628324.
3. Agreement - an agreement for the provisions of the Service concluded between the User and the Service Provider.
4. Service / Website - an audiovisual media service provided for a fee by the Service Provider, providing the User with full access to the livefilharmonia.szczecin.pl website, after paying the appropriate fee and purchasing a Subscription. The website enables Users to use both "live" broadcasts and all recordings available in the "VOD" section.
5. Subscription - full access to the livefilharmonia.szczecin.pl website made available to the User for a specified number of days, after paying the fee specified in these Regulations.
6. Service Provider - an entity that provides a service that allows broadcasting and receiving video and sound in real-time, and the service of hosting film materials for the Service Provider.
7. Partner - an entity on behalf of or in cooperation with which the Service Provider provides the Service.
8. Fee - payment due from the user to the Service Provider for the provisions of the Service, payable on the terms and in the form specified in these Regulations.
9. Electronic Payment Operator - Dotpay S.A., with its registered office in Kraków (30-552) at ul. Wielicka 72, entered into the Register of Entrepreneurs kept by the District Court for Kraków-Śródmieście in Kraków, 11th Commercial Division under the KRS number 0000296790, REGON number 240770255, NIP number 6342661860.

## III ACCESS TO THE SERVICE

1. The Service Provider performs the provided Service with the best efforts resulting from the professional nature of the business, based on the equipment and technology available.
2. The payment of the Fee is tantamount to the acceptance of these Regulations.
3. Access to the Website is possible only from desktops, laptops and mobile devices.

4. Access to the Website on SMART TV sets is impossible unless otherwise stated on the Service Provider's website.
5. The Service Provider provides access to the Website in the form of a paid Subscription, after which the User's access to the website is unlimited.
6. The Service Provider enables the purchase of a Subscription for a period of 1 or 7 days.
7. The User has the right to withdraw from the contract within 14 days of its conclusion without giving any reason, in a situation where they have not started using the Website. Withdrawal from the contract takes place by sending an unequivocal statement to the e-mail address: [live@filharmonia.szczecin.pl](mailto:live@filharmonia.szczecin.pl) with the simultaneous sending of the bank account number along with the data necessary for the refund.
8. In the event of withdrawal from the contract, the Service Provider will reimburse the User for all amounts charged within 14 days from the day following the above-mentioned declaration's receipt.
9. The Website will offer concerts organized and produced by the Philharmonic in Szczecin.

#### IV RULES OF PROVIDING THE SERVICE

1. The User who is entitled to use the Website:
  - a) has an active account on the [livefilharmonia.szczecin.pl](http://livefilharmonia.szczecin.pl) website and will log in after prior registration on the website,
  - b) pay the appropriate fee for a given type of Subscription.
2. The service is made available by the Service Provider on the website [livefilharmonia.szczecin.pl](http://livefilharmonia.szczecin.pl).
3. The User receives access to the Subscription assigned to their account on the Website. It is possible to log in and use the Website on one device at the same time.
4. During the use of live transmissions available on the Website, there may be short-term interruptions in the continuity of the image or sound caused by disturbances beyond the Service Provider's control.
5. The materials available on the Website may be used by the User only for their own personal use. It is forbidden to:
  - a) record any materials
  - b) share them in any way,
  - c) use them in any other thereof.
6. The User bears unlimited liability for any damage resulting from the use of the Service and any consequences of the User's disclosure of materials available on the Website to persons and/or third parties, including minors by failing to observe appropriate precautionary measures.
7. The use of the Service is possible only with the help of fully functional Equipment, the use of the latest versions of Google Chrome or Mozilla Firefox web browsers and meeting the following technical requirements:
  - a) connection to the Internet, including access to an Internet connection with actual throughput of at least 5 Mbps,
  - b) disabling other applications while playing the Transmission or the Record, including anti-virus programs and the so-called Internet "firewalls",
  - c) using only the website [livefilharmonia.szczecin.pl](http://livefilharmonia.szczecin.pl),
  - d) enabling cookies, plug-ins and JavaScript in the web browser as well as disabling ad-blocking software,

- e) Windows 7, 8, 8.1, 10 or newer operating system,
- f) the latest graphics card drivers provided by the card manufacturer are installed.
- 8. The Service Provider guarantees the Services' proper operation only if the User's Equipment meets the requirements specified in these Regulations.
- 9. Before paying the fee, it is required to read the help section available at [livefilharmonia.szczecin.pl/help](http://livefilharmonia.szczecin.pl/help). By paying the fee, the User states they have read the help section and accept its content.
- 10. By creating an account on the Website, the User consents to the sending of marketing and technical information regarding only the activities of the [livefilharmonia.szczecin.pl](http://livefilharmonia.szczecin.pl) website.

## V PAYMENTS

- 1. The User who made the purchase is obliged to pay the Service Fee on the terms set out in these Regulations.
- 2. The fees are as follows:
  - a) PLN 10 for purchasing access to the website for a period of 24 hours,
  - b) PLN 20 for the purchase of a Subscription for 72 hours,
- 3. The Service Provider reserves the right to periodically sell access to the Website at promotional prices lower than those specified above.
- 4. Payment for the Service is made through the Electronic Payments Operator, i.e. Dotpay S.A., through:
  - a) bank transfer,
  - b) card payment.
- 5. For the implementation of the above-mentioned payment, the Electronic Payment Operator is the responsibility of.
- 6. The moment of crediting the Service Provider's bank account is considered the payment.
- 7. The Service Provider is not responsible for the consequences of delays in making the payment, including the lack of access to the Website caused by the payment service providers.
- 8. The User is not entitled to a refund of the Fee in the event of lack of access to the Website, caused by a delay in payment.

## VI COMPLAINTS

- 1. Complaints should be submitted to [livefilharmonia.szczecin.pl](http://livefilharmonia.szczecin.pl) or by traditional mail to the following address: Media Mine Ltd., Plac Konstytucji 6/83, 00-550 Warsaw.
- 2. The Service Provider is not responsible for:
  - a) extraordinary events, such as a break in the electricity supply or disruptions in the functioning of the Internet connection, resulting from reasons beyond the control of the Service Provider,
  - b) the User's use of Equipment that does not meet the requirements set out in these Regulations,
- 3. The Service Provider is not liable for failure to make a payment resulting from the Electronic Payments Operator's fault. In such a case, the complaint should be submitted directly to Dotpay S.A., phone (12) 688-26-00 or by e-mail [biuro@dotpay.pl](mailto:biuro@dotpay.pl).
- 4. Each complaint notification should be sent in a separate message.

5. Submission of complaints sent to the Service Provider should include:

- a) name and surname,
- b) email address to which the payment was registered,
- c) number of the transaction which the payment was made,
- d) detailed indication of the subject of the complaint, description of the problem (if possible, with an attached screen and video file showing the problem), date and time of occurrence, irregularities and the device on which the irregularities occurred.

6. The Service Provider undertakes to consider an adequately submitted complaint within 30 days from the moment it received the complaint.

7. Due to the accepted complaint, if the Fee was made by transfer via the Electronic Payment Operator, the Service Provider will return the amount paid or propose a different compensation form.

## VII FINAL PROVISIONS

1. In matters not covered by these Regulations, the provisions of the Civil Code and generally applicable law provisions shall apply.

2. The Service Provider takes care to protect the User's privacy and their data and takes all measures to ensure the safety of using the Website. However, it reserves that it is not responsible for any threats related to the use of the Internet, including the risk of unlawful interference by third parties.

3. The Regulations are available at [livefilharmonia.szczecin.pl](http://livefilharmonia.szczecin.pl) in the "Regulations" tab.

4. Information on the processing of personal data is specified in the Privacy Policy, available on the website [livefilharmonia.szczecin.pl](http://livefilharmonia.szczecin.pl) in the "Privacy Policy" tab. They constitute an integral part of these Regulations.

5. The service is provided in Polish. 6. These Regulations shall enter into force **on August 26, 2020.**