nadajebroadcasting

TERMS AND CONDITIONS FOR THE PROVISION OF STREAMING SERVICES

1. GENERAL PROVISIONS

1.1. These General Terms and Conditions for the Provision of Streaming Services (“GTCS”) govern the basic principles under which Nadaje Broadcasting sp. z o.o., with its registered office in Wrocław (“Nadaje”, “Provider”), provides the Customer, for a fee, with services related to hosting and/or producing live Internet broadcasts (“Services”), as described in detail in the Technical Specification, during the term of the Agreement, using the Provider's servers.

1.1a. These GTCS constitute the Terms and Conditions for the Provision of Streaming Services within the meaning of the rules on standard contract terms. They may be an appendix to an individual Agreement. In the event of a conflict between the Agreement and these Terms, the Agreement, in particular individually negotiated terms, prevails.

1.2. These GTCS apply to agreements with businesses and consumers, subject to mandatory law. Consumer protection also applies to natural persons conducting business to the extent prescribed by law. These Terms are made available before conclusion of the Agreement in a form enabling their storage and reproduction.

1.2a. In dealings with consumers and natural persons conducting business who are legally entitled to certain consumer protections, these Terms apply only insofar as they do not infringe their statutory rights. Mandatory law prevails in the event of conflict. B2B exclusions and limitations do not apply to such persons to the extent of their protection.

1.2b. Consumers are not subject to contractual penalties under clauses 5.10, 8.4 and 9.9 or the restrictions on cooperation under clauses 8.1–8.3. The restrictions in clauses 3.4, 5.5 and 5.6 and the Provider's unilateral right under clause 6.3 do not restrict statutory consumer rights. These exclusions apply correspondingly to natural persons conducting business who enjoy consumer protection in the relevant respect. This does not exclude liability for damages under general rules.

1.2c. The Terms and information about the Service are provided before an order is placed. The type of Service, its gross price, duration, frequency of subscription fees and termination conditions are stated in the offer and order summary. A paid order requires express confirmation of the obligation to pay. After concluding a distance contract, the Provider supplies the required confirmation on a durable medium.

1.3. All standard contractual terms of the Customer are excluded, irrespective of any conflict with these GTCS, unless the Provider consents in writing, on pain of invalidity, to their application instead of or alongside these GTCS.

1.4. Any deviation from these GTCS requires the Provider's express consent. Individually agreed terms specified in the Agreement take precedence over these GTCS.

1.5. If the GTCS delivered or made available to the Customer differ from versions on the website or in any other Provider marketing material, the version delivered or made available to the Customer prevails.

2. RULES FOR PROVIDING SERVICES

2.1. The Customer and Provider undertake to perform all obligations arising from the Agreement and these GTCS diligently, conscientiously and with the care expected of professionals, taking into account generally accepted commercial practices and business ethics.

2.2. Obligations are defined by the Agreement, these GTCS and the appendices. The Provider is not subject to rules or regulations applicable to the Customer, end users of the Services or the Customer's other direct or indirect clients or business partners. The Parties confirm that neither the Agreement nor these GTCS create any employment-type subordination.

2.3. The Provider engages technical support consultants under employment or civil-law contracts (including B2B), as appropriate, and may use other persons to perform the Services, to which the Customer gives irrevocable consent.

2.4. If, in the Provider's opinion, circumstances beyond its control prevent performance, it shall inform the Customer of those circumstances.

2.5. As part of the Agreement, the Provider gives basic technical advice to ensure proper signal delivery from the Customer to the Provider's servers, by checking connections before the first broadcast. Extended technical assistance and a Service Level Agreement (SLA) may be ordered for an individually agreed additional fee.

2.6. The Provider delivers Services over leased 10 Gbps links in Warsaw, Poland, at the EPIX data centre, and in Germany at the Hetzner data centre. The Provider may move broadcasting servers to another hosting or CDN provider's links after prior notice to the Customer.

2.7. The signal is broadcast to the estimated number of viewers (simultaneous connections) stated in the Agreement, with technical capacity for more viewers and guaranteed proper performance for up to 10,000 simultaneous connections.

2.8. When the additional Secondary backup server Service is ordered, the Provider supplies audio/video player code for a website, automatically retrieving the broadcast signal from the backup server if the primary server has no signal. Viewers need take no action.

2.9. Where financial and technical limits arise because the peak broadcast audience exceeds 10,000 simultaneous viewers, the Provider may disable the broadcast to protect its network infrastructure. It will continuously monitor transmission bandwidth use during the event and notify the Customer of any shutdown due to an exceeded limit. A service exceeding 10,000 viewers may be supplied under a separate agreement.

2.10. The Provider supplies a customer account on Nadaje.com for managing Services and a Technical Specification of the supplied solutions. Before using the Services, the Customer confirms having read and accepted the Technical Specification. Proper performance is guaranteed provided the Services are used in accordance with that Specification and their intended purpose.

2.10a. Services ordered through the online store may be activated automatically after the payment operator confirms payment. Services requiring configuration by the Provider are prepared, and access details or activation instructions are sent to the email address provided with the order, generally within 24 hours after payment confirmation and in any event no later than the end of the next business day. A business day means Monday to Friday, excluding public holidays in Poland. If a particular Service requires additional information from the Customer or an individually agreed deadline, the relevant information is provided before ordering, and the period begins upon receipt of complete information, without prejudice to consumer rights.

2.11. Before the first broadcast from each new network location, the Customer, with the Provider's assistance, must verify that the Services can be properly delivered using the Transmission Procedure. Before using the Services, the Customer confirms having read and accepted that Procedure.

2.12. Before using the Services, the Customer may create a test account on Nadaje.com. Creating a test account does not constitute conclusion of the Agreement. An Agreement may be concluded following an email or telephone order placed with the Sales Department.

2.13. The Customer may not use the test account commercially before signing the Agreement. The test account remains active for 14 days. The Provider is not obliged to supply Services to test accounts.

2.14. The Provider gives technical support only after conclusion of the Agreement: by telephone on business days from 10:00 to 16:00 and at broadcast times agreed in the Agreement, or by

email outside telephone support hours, solely at the technical support address listed in the Agreement.

3. COOPERATION AND SCOPE OF SERVICES

3.1. The Customer must cooperate with the Provider in performing the Services, particularly by promptly supplying information and explanations, delivering or making available all necessary documents and ensuring proper and timely cooperation of its representatives.

3.2. Unless otherwise agreed, the Customer shall, as part of mutual performance, make available all information, tools, data and documentation reasonably requested by the Provider, to the extent permitted by relevant law and necessary for the Services. The Provider shall use them solely to perform the Services. The Parties may agree that professional tools otherwise to be provided by the Customer will instead be provided by the Provider at the Customer's expense.

3.3. To the extent reasonably necessary for the Services, upon commencement and without extra remuneration, the Customer undertakes to make available to the Provider the intellectual property rights and know-how required to perform the Services, whereby the Customer:

3.3.1. grants the Provider a non-exclusive, irrevocable, non-transferable right and licence to use the above rights and know-how in all possible and known fields of exploitation, including loading software into computer memory, permanent or temporary reproduction in whole or in part in any form and by any means, translation, exercise of derivative rights, creation of derivative works, adaptation, modification of layout and any other alteration;

3.3.2. confirms that it is fully authorised to perform the acts described herein and that use of those rights and know-how will not infringe third-party rights; in case of third-party claims against the Provider in this respect, the Customer is obliged to indemnify and hold the Customer harmless against all liability towards such third party;

3.3.3. if the Customer breaches the above duty of cooperation, the Provider is entitled to extra remuneration for resulting additional costs and lost profits. The Provider may set an additional deadline to cooperate; after its expiry the Provider may withdraw from the Agreement within five days and claim damages.

3.4. If the Customer has comments regarding Services, it must submit them to the Provider in writing, explaining them in detail and proposing a remedy and a reasonable deadline of not less than 24 hours. If no comments are submitted within 48 hours of the breach, no subsequent claims may be made on that basis. B2B/B2C rule: clause 3.4, including the 48-hour notice limit, applies only to business Customers to the extent permitted by law. It does not limit consumers' statutory complaint rights or the Provider's liability for conformity of the Service with the contract.

3.5. The Customer must immediately notify the Provider if grounds for declaring its bankruptcy exist, if a petition for bankruptcy or restructuring or similar proceedings has been filed against it, or if any event may lead to its liquidation.

3.6. The Customer must ensure cooperation of its staff, including management, sufficient to enable proper performance by the Provider; formulate tasks clearly and precisely; and pay for Services on time. In particular, it shall appoint a technical team leader possessing the necessary knowledge and competence to operate broadcasts on its side.

3.7. The Customer must notify the Provider of event broadcast dates (including start date, start time and duration), transmission configuration changes and any schedule changes at least 24 hours in advance by email to the address in the Agreement. The Provider is not liable for a lack of support or Services if the Customer fails to meet this deadline.

3.8. When ordering a Secondary backup server, the Customer must send the signal simultaneously to the primary and backup servers via at least one fixed connection and, insofar as technically possible, two independent Internet connections. The Provider is not liable for non-performance or improper performance where the Customer has no fixed or alternative Internet connection, does not send to both servers simultaneously or cannot broadcast due to technical problems with its own connection.

3.9. The Provider supplies player code to embed on the Customer's website and a page with the signal player in the nadaje.com domain. It shall secure playback so that it is available only on websites specified by the Customer.

3.10. The Customer undertakes to place on the Customer’s website the audio/video player code sent by the Provider without making any changes to the supplied code. The Customer undertakes not to use the player code provided within the Customer’s website for any purposes other than the broadcast which is the subject of the Agreement. The Customer may place the player code on other websites after notifying the Provider of the domain names of those websites and paying additional remuneration. The Customer may order an additional Service consisting of adapting the player to the Customer’s website for an additional fee.

3.11. The Provider shall ensure that the Customer's broadcast is accessible to the number of viewers agreed by the Parties and that broadcast continuity is maintained.

3.12. The Customer shall comply with the Transmission Procedure, including testing the connection before every event broadcast and sending test results by email to the Agreement's address to obtain technical assistance if needed.

3.13. The Provider enables recording of the broadcast for an agreed time period and download of the recording file on the next business day. It makes the recording available via a player for up to seven days after the broadcast, by supplying JavaScript player code. Recordings are then deleted. On request, recordings may be kept longer as a paid additional Service.

3.14. The Customer may purchase an additional Service under which the Provider remains on standby for current technical support before and/or during a broadcast event. The choice, parameters and price are individually agreed.

3.15. For an additional fee, the Customer may purchase access-token broadcasts, chat, social-media restreaming and recording hosting. The choice and parameters of additional Services are set out in the Agreement.

3.16. The Provider supplies broadcast statistics showing viewer numbers (available in the Customer Panel), plus data transfer and bandwidth statistics (available on request for video streaming Services only) during the event, which form the basis for settlement. Extended statistics and reports may be provided as paid additional Services on request.

3.17. The Customer may buy an additional Service reducing response time to a failure or fault by first entering into a separate Service Level Agreement (SLA) with the Provider.

3.18. The Parties may make further arrangements extending or modifying the Services described in the Agreement, specifying the GTCS clauses affected.

4. REMUNERATION

4.1. Fees for the Services and additional Services are specified in the Agreement. Additional charges for exceeding link bandwidth or data transfer limits and their calculation rules are given in the Additional Charges Price List.

4.2. The basis for payment is invoices issued by the Provider on the first day of each calendar month (subscriptions) or no earlier than the order date (individual events), sent to the Customer's email address specified in the Agreement. The Customer consents to electronic invoicing.

4.3. The Provider may make broadcasting conditional upon full or partial payment of an invoice.

4.4. Invoices must be paid by bank transfer to the Provider's bank account shown on the invoice no later than seven days after issue, unless the Parties agree another due date in writing.

4.4a. The Provider may offer online payments through PayU, including one-off card and recurring payments. Available payment methods and terms are indicated before ordering.

4.4b. If recurring payments are voluntarily selected, card details are entered in the PayU environment. PayU may retain the card details or payment instrument token for subsequent authorised charges. The Provider does not store the complete card number or CVV/CVC code.

4.4c. Recurring payments require the payer's separate express consent to future PayU card charges, given during payment. Acceptance of these Terms does not replace that consent. Consent may be withdrawn for future charges as permitted by law, without eliminating the obligation to pay by another method.

4.4d. A consumer concluding a distance contract generally has 14 days to withdraw, subject to statutory exceptions. If performance begins during that period, the Provider obtains the consumer's express request required by law and, where applicable, acknowledgement of the consequences of full performance. Starting a broadcast does not automatically remove the right of withdrawal. Instructions and a model withdrawal form are supplied before contracting.

4.4g. A consumer may submit a statement of withdrawal from the Agreement using the contact form on Nadaje.com (category 'Withdrawal from Agreement / refunds'), by email to broadcasting@nadaje.com or by post to the Provider's registered office. Sending the statement before the deadline expires is sufficient to meet the deadline. The consumer may use the statutory model withdrawal form but is not required to do so. The Provider shall refund payments due without undue delay, and in any event within 14 days after receipt of the withdrawal statement, using the same payment method as the consumer used, unless the consumer expressly agrees to another method that does not entail any costs. For Services commenced at the consumer's express request before the withdrawal period expires, the consumer may be required to pay a proportionate part of the price for the performance provided up to withdrawal, solely as provided by law. The right of withdrawal is lost only in cases and subject to conditions prescribed by law, and in particular not merely because the Service has been started.

4.4e. Before ordering a subscription, the Customer is informed of the billing period, renewal rules, amounts and dates of payment and termination procedure. Withdrawal of consent to recurring card charges does not itself terminate the subscription Agreement; sums due under a valid Agreement may be paid using another available method.

4.4f. Consumer complaints concerning digital services or lack of conformity are handled with due regard to rights under the Polish Consumer Rights Act, including bringing the service into conformity, a price reduction or withdrawal where statutory conditions are met. The Provider replies within the legally required period, generally 14 days from receipt.

4.4h. A complaint may be submitted through the contact form (category 'Complaints'), by email to broadcasting@nadaje.com or by letter to the Provider's registered office. It is recommended to provide contact details, the order number or Service identifier, a description of the issue and the requested resolution; failure to provide such information does not deprive a consumer of statutory rights. A response to a consumer's complaint shall be provided on paper or another durable medium within the period required by law, generally 14 days after receipt. For digital services, the relevant rules on conformity with the Agreement apply.

4.5. For overdue payments the Customer shall pay contractual interest equal to the maximum statutory interest for delay for each day after the due date.

4.6. If the deadline for any payment is exceeded, the Provider is entitled to suspend the provision of the Services until the Customer has paid the arrears and reimbursed the costs associated with such suspension of the Services.

4.7. The payment date is the date the Provider's bank account is credited.

4.8. The Customer may not set off any claims against the Provider's claims for Service fees or other sums due under the Agreement.

4.9. Fees are subject to VAT at the rate applicable when the Service is provided.

4.10. Fees and all information about the Parties are subject to the confidentiality provisions of these GTCS.

5. LIABILITY

5.1. Services are provided in accordance with market standards. The Provider does not grant any additional voluntary commercial warranty or guaranteed service availability level (SLA), unless the Parties expressly agree on such service in a separate agreement. The terms of paid SLA agreements are available on request from the sales department. This provision does not exclude or limit consumers' statutory rights, in particular liability for conformity of services and digital content with the Agreement. In B2B relations, liability is governed by the remaining provisions of the Agreement and these Terms, within the limits permitted by law.

5.2. Only the Customer is liable to third parties, including its customers, for the outcome and performance of the Services provided by the Provider.

5.3. The Provider is not responsible for an inability to broadcast to social media, unauthorised rebroadcasting by viewers to social media or similar portals, or resulting copyright infringements.

5.4. The Provider is not responsible for errors in transmission of the signal sent by the Customer to the Provider's servers caused by problems with the Customer's connections.

5.5. Except in cases of wilful misconduct, the Provider is not liable for damage suffered by the Customer, business interruption, lost profits, loss of property or equipment, or lost or damaged data. The Provider is never liable for the cost of replacement goods or services. The Provider's total liability on any grounds is limited to its contractual remuneration excluding VAT, and total damages under the Agreement on any grounds may in no event exceed PLN 2,000.00 (two thousand zlotys). B2B/B2C rule: these restrictions and exclusions apply only to business Customers insofar as permitted by mandatory law. They do not apply to consumers, for whom liability is determined by law, particularly the Consumer Rights Act and Civil Code.

5.6. The Provider is liable to the Customer only where claims are based on comments previously submitted to the Provider in accordance with clause 3.4.

5.7. Neither Party must perform obligations under the Agreement or GTCS where prevented by force majeure. Force majeure also includes force majeure affecting the Provider's suppliers, improper performance by suppliers whose services the Provider uses at the Customer's request, and defects in third-party items, materials or software whose use the Customer has required. If force majeure lasts over seven days, either Party may withdraw from the Agreement in writing, on pain of invalidity, with immediate effect within 14 days of the occurrence. Performance already provided shall be settled proportionately; the Customer may not claim against the Provider for failure to perform the entire Agreement.

5.8. If the Provider determines that the Customer has breached any provisions of the Agreement, the Provider shall call upon the Customer to cease the breaches, specifying the breaches, the manner in which they are to be remedied, and a deadline for remedying them. The Provider is not required to call upon the Customer to remedy the consequences of a breach of the Agreement in the event of a subsequent breach by the Customer if that breach is identical to a previous breach whose consequences the Provider had previously requested the Customer to remedy. If the Customer breaches the Agreement and fails to remedy the existing breach despite receiving the notice referred to in this clause, or if it is impossible to remedy a given breach of the Agreement or its consequences, the Provider has the right to terminate the Agreement with immediate effect, without setting an additional deadline for remedying the consequences of the breach and/or duly performing the Agreement.

5.9. In the event of a material breach of the Agreement by the Customer, the Provider has the right to terminate the Agreement with immediate effect without first having to call upon the Customer to cease the breaches, specify the breaches and the manner of remedying them, or set a deadline for remedying the

breaches. In particular, a breach of the provisions of Sections 8 and 9 shall be deemed a material breach of the Agreement.

5.10. In B2B relations only, upon termination under clause 5.9 due to the Customer's culpable material breach of an essential non-monetary obligation, the Provider may demand a contractual penalty of PLN 5,000.00. No penalty arises merely from late payment. It is payable within 14 days of a reasoned demand identifying the breach. The Customer retains the right to seek reduction under Article 484 §2 of the Polish Civil Code. This does not apply to consumers or persons enjoying consumer protection in this respect.

5.11. Neither Party is liable for failure or improper performance caused by circumstances beyond its control which it did not know and could not foresee or prevent despite the utmost diligence, including changes in domestic or foreign laws, public authorities issuing or failing to issue decisions, natural disasters, war, riots, roadblocks and strikes.

5.12. The Provider is not liable for copyright or legal infringements in content broadcast by the Customer. The Customer shall transmit lawful content that does not infringe third-party copyright or personal rights or otherwise offend good morals or principles of social coexistence, including content promoting xenophobia, sexism, racism, hate speech, deliberate false or misleading information (“fake news”), or pathological behaviour, vulgarity, obscenity or violence (“patostreaming”). If the Provider suspects content to be unlawful or contrary to this clause, it may immediately cease Services and terminate the Agreement with immediate effect.

6. TERM OF THE AGREEMENT

6.1. The Agreement is concluded for the fixed period specified therein. Or 6.2. In subscriptions, once that period has elapsed, the Agreement becomes indefinite, with all other conditions unchanged. If the Customer declares that it does not wish to extend, the Agreement expires at the end of the original period.

6.3. The Provider may terminate the Agreement at any time effective at the end of a billing period without stating reasons. B2B/B2C rule: this right applies only to business Agreements within the limits of the law. For consumers, termination by the Provider is governed by the Agreement and law without prejudice to statutory consumer rights.

7. INTELLECTUAL PROPERTY

7.1. All copyrights in works created while performing the Agreement remain with the Provider. Copyright in technical solutions, particularly player software code, remains with the Provider and is not transferred to the Customer.

7.2. The Provider may use open-source software (software distributed under open licences granting users free access, among other things, to source code). The Customer confirms familiarity with the nature and conditions of open-source software and will make no claims against the Provider arising from its use.

7.3. The Provider is not liable for infringements resulting from compliance with studies, specifications or procedures supplied by the Customer, including intellectual property and know-how (“Instructions”), or for patent and other intellectual property infringements. It is not required to investigate such rights. The Customer must check that Instructions do not infringe third-party rights and notify the Provider immediately of any infringement or risk.

7.4. All industrial property rights arising in performance of the Provider's contractual duties vest exclusively in the Provider. For any invention, utility model or industrial design arising from performance, only the Provider has the right to obtain a patent, utility model protection or industrial design registration and to apply for such registration. The Customer may not invoke prior use rights or any priority rights.

8. PROHIBITION OF UNFAIR COMPETITION

8.1. In B2B relations only, during the Agreement and for 12 months after its termination, the Customer shall not intentionally induce a specific Provider employee or associate, whom it met directly in the course of performance, to breach existing obligations to the Provider using confidential information obtained through cooperation. This does not establish a non-compete, no-hire or ban on lawful cooperation.

8.2. Clause 8.1 does not prohibit public recruitment advertisements, unsolicited applications, ordinary competition for staff or cooperation without inducing a breach of existing obligations. It does not restrict third parties' freedom to choose employment or cooperation or constitute a non-solicitation or no-hire agreement.

8.3. In B2B relations only, the Customer shall not unlawfully use the Provider's trade secrets to intentionally induce its business partners to breach or improperly perform existing agreements. Independent use of suppliers, lawful contracting and fair competition are permitted.

8.4. In B2B relations only, for a proven, culpable and material breach of a non-monetary obligation under clauses 8.1 or 8.3, the Provider may claim PLN 10,000.00 per separate breach. Repeated acts comprising the same event do not attract separate penalties. The penalty is due 14 days after a reasoned demand. The Customer may seek reduction under Article 484 §2 of the Civil Code. It does not apply to consumers or persons enjoying consumer protection in this respect.

9. CONFIDENTIAL INFORMATION

9.1. The Customer shall keep confidential during and after the Agreement all Confidential Information acquired during performance and shall not use it for purposes unrelated to proper performance.

9.2. “Confidential Information” means non-public technical, organisational or commercial information disclosed in connection with performance and designated confidential or clearly confidential in the circumstances, particularly non-public passwords, API keys, security settings, commercial terms and trade secrets. It excludes publicly available information, information lawfully obtained from independent sources, independently developed information and disclosures required by law. Confidentiality does not restrict consumers' rights to complain, publish lawful opinions or report infringements to authorities.

9.3. Confidential Information may be used solely for cooperation and only with the Provider's permission. It may not be passed or disclosed to anyone except professional advisers and consultants in any manner or form. The Parties shall protect it as carefully as their own information of equal sensitivity, exercising at least due care; it remains the disclosing Party's property.

9.4. All offer and project documents sent to the Customer, including illustrations, drawings and calculations, are the Provider's property and may not be copied or shared with third parties without written consent. They must be promptly returned whenever requested.

9.5. The above duties do not apply to information which:

9.5.1. was in a Party's possession and subject to a confidentiality obligation before receipt from the other Party;

9.5.2. was lawfully acquired from a third party free of confidentiality obligations, provided that to the Party's best knowledge that third party did not breach a confidentiality obligation;

9.5.3. was public upon disclosure or subsequently became public without breach of relevant obligations by the third parties referred to above;

9.5.4. was independently developed by or on behalf of a Party or under the exclusions above;

9.5.5. must be disclosed by an order of state authorities, supervisory authorities or a court or by law, provided that the Customer used due efforts to obtain assurances of confidential treatment;

9.5.6. was approved for disclosure by the disclosing Party in writing.

9.6. The receiving Party bears the burden of proving the circumstances in clause 9.5.

9.7. When authorisation to use Confidential Information expires, particularly at the end of cooperation, it must be returned or destroyed. If destruction is chosen, the Customer shall confirm in writing within three days of the request that it has destroyed it. This does not include information that must be retained under mandatory law (e.g. accounting requirements).

9.8. If the Customer learns or suspects that Confidential Information was disclosed contrary to the Agreement, it must promptly notify the Provider and take all feasible measures and cooperate fully to limit and remedy the effects.

9.9. In B2B relations only, for proven, culpable and material unlawful disclosure or use of Confidential Information contrary to section 9, the Provider may claim PLN 10,000.00 per separate breach. Acts forming one event constitute one breach. The penalty is due within 14 days of a reasoned demand. The Customer may seek reduction under Article 484 §2 of the Civil Code. It does not apply to consumers or persons enjoying consumer protection. Liability for violations of law remains governed by applicable law.

10. PERSONAL DATA PROTECTION

10.1. Nadaje Broadcasting sp. z o.o. is the controller of personal data of Customers and persons contacting the Provider. Data are processed on the grounds and for the purposes specified in applicable law, especially the GDPR. Details of processing, recipients, retention periods and data subject rights are given in the separate Privacy Policy on Nadaje.com. Reading the Privacy Policy is not consent to processing where the legal basis is a contract or legal obligation.

10.2. The use of cookies and similar technologies is governed by a separate Cookie Policy available on Nadaje.com. At the time the Cookie Policy is published, the website may use only technologies necessary for its operation which, under applicable law, do not require separate consent. If optional cookies or similar technologies requiring consent are introduced, they shall be used only after consent has been obtained, and users shall be able to manage and withdraw their consent as easily as they give it. The current list of technologies and the rules for their use are set out in the Cookie Policy. Acceptance of these Terms does not constitute consent to optional cookies. If it becomes necessary to entrust personal data to the Provider for processing in order to perform the Agreement, the Parties undertake to conclude a separate personal data processing agreement compliant with Article 28 of the General Data Protection Regulation (Data Processing Agreement).

10.3. The Privacy Policy and Cookie Policy are separate information documents made available on Nadaje.com and apply, as appropriate, to use of the website and Services. They are made available together with these Terms; reading them does not replace separate consent where required by law. If, as part of the Services, the Provider processes personal data on behalf of the Customer as a processor, the Parties shall conclude a separate data processing agreement (DPA) compliant with Article 28 of the GDPR before such processing begins. The DPA is a separate agreement and is not concluded merely by accepting these Terms; once concluded, it governs the relevant part of the Parties' cooperation.

11. NOTICES

11.1. Notices and other correspondence under or connected with the Agreement and these GTCS must be in writing and delivered personally, by registered post or courier to the recipient at the address in the Agreement.

11.1a. The Provider shall give advance notice of proposed amendments to these Terms affecting ongoing Agreements by email, providing the changes on a durable medium, the reasons, effective date and information on termination rights. Email notice is the agreed method of notifying amendments to the Terms; it does not replace any form legally required to amend an individual Agreement.

11.1b. Consumers may also submit complaints concerning the Services electronically using the contact form on the website (category 'Complaints') or by email to broadcasting@nadaje.com. The Provider replies within the period prescribed by law, generally 14 days, on paper or another durable medium. Clauses 3.4 and 5.6 do not limit consumers' statutory rights.

11.2. A notice or other correspondence is deemed delivered:

11.2.1. if delivered personally, on the day it is left at the address stated in the Agreement; or

11.2.2. if sent by acknowledged post or courier, on the date of receipt or, if uncollected, five (5) days after an attempted delivery notice or the courier's inability to deliver; or

11.2.3. if sent by email, on the same day, provided that the recipient confirms receipt by reply.

12. FINAL PROVISIONS

12.1. Unless otherwise agreed, nothing in the Agreement shall constitute a partnership or joint venture. Neither Party may enter into contracts binding the other Party.

12.2. The Customer consents to the Provider publishing information about the broadcast, in a form and content agreed with the Customer, on the Provider's social media profiles, in its magazines and newsletters, unless the Customer objects in writing on pain of invalidity. The Provider will make every effort to promote the event in accordance with the highest media-industry standards.

12.3. No later than the last day of the Agreement, the Parties shall remove from their IT systems, records, books and other collections all information and data of the other Party obtained in connection with the Agreement, except information needed for accounting, financial or legal purposes. This does not apply to the information under clause 12.2.

12.4. The law of the Republic of Poland applies to all matters not regulated by the Agreement or these GTCS and to legal relations between the Parties.

12.5. Any amendments to or termination of the Agreement are ineffective unless made by the Parties in writing.

12.5a. These Terms may be amended for justified reasons, such as changes in law, security requirements or necessary technological or organisational changes in Service provision. For ongoing Agreements, amendments apply only within legal and contractual limits. The Provider shall notify them beforehand by email on a durable medium, giving the reasons, content, effective date and termination rules. Consumers retain statutory rights, including termination rights where changes to a digital service materially adversely affect access or use, under the law. Email notice alone does not modify individually agreed conditions requiring both Parties' consent.

12.6. Disputes shall be resolved by negotiation and, failing amicable agreement, by a competent Polish court having territorial jurisdiction over the Provider's registered office. B2B/B2C rule: this choice of court applies only to business relations insofar as lawful. In consumer disputes, jurisdiction is determined by mandatory law; these Terms do not restrict a consumer's right to sue in a competent court.

12.6a. Governing law. Subject to mandatory law, Polish law governs the Agreement and these Terms. For business Customers, the choice of Polish law also applies to Customers established outside Poland unless applicable law provides otherwise.

12.6b. Foreign consumers. Choosing Polish law does not deprive consumers of protections afforded by non-derogable laws of their habitual residence where applicable to the Agreement. This particularly includes consumers in other EU states and, where applicable, the United Kingdom or non-European states. These Terms do not restrict mandatory consumer rights or rights to bring claims before a court competent under applicable law.

12.6c. International availability. Services may be ordered from abroad if offered to the particular Customer and lawfully provided in that state. Access to the website from a state does not itself mean the Provider directs an offer to it. Service availability, territorial restrictions and prices are stated before conclusion of the Agreement. This does not exclude laws applying independently of the choice of governing law.

12.6d. Language and information. Before concluding the Agreement, the Customer receives these Terms and required information in the language and form prescribed by laws applicable to the transaction. If a translation is provided, the Provider identifies the language version governing interpretation, respecting consumer rights under mandatory law.

12.7. The Customer may not transfer rights or obligations under the Agreement to third parties without the Provider's prior written consent, on pain of invalidity.

12.8. If one or more provisions of these GTCS or of the Agreement are wholly or partially invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions. In such a case, the Parties undertake to replace, with retroactive effect, the provision that is wholly or partially invalid or unenforceable with a new provision which, from an economic and financial perspective and to the extent legally permissible, most closely corresponds to the invalid or unenforceable provision.

12.9. Capitalised terms introduced in quotation marks and bold type are contractual definitions. Underlined terms denote names of documents forming an integral part of the Agreement and these GTCS.

Service provider:
Nadaje Broadcasting Sp. z o.o. | ul. Świdnicka 12-16, 50-068 Wrocław
Tax ID (NIP): 897-186-04-88 | REGON: 381600549