

Terms and Conditions of the Heart of Europe Website

Article 1 Preliminary Provisions

1. These rules set out the terms and conditions for the provision of services through Heart of Europe, which is an online electronic platform for the provision of on-demand audio-visual media services.
2. The Heart of Europe website is available at: www.heartofeurope.tvp.pl
3. The owner of the Heart of Europe website is Telewizja Polska S.A. with the registered office in Warsaw (00-950), at ul. Woronicza 17.
4. The terms of use of the Heart of Europe website are available at www.heartofeurope.tvp.pl in a manner allowing for its downloading, recording, reproduction and printing.
5. Before using the Website, the User shall be obliged to acquaint themselves with these Terms and Conditions and to abide by their provisions.
6. Beginning to use the website means acceptance of these regulations.

Article 2 Definitions

Whenever these Regulations refer to the terms defined below, they shall be understood as follows:

- 1) **Administrator of the Heart of Europe Website** - the entity managing and supervising the Heart of Europe Website, which is Telewizja Polska S. A. with headquarters in Warsaw, ul. J. P. Woronicza 17, 00-950 Warsaw, entered in the register of entrepreneurs of the National Court Register by the Regional Court for the Capital City of Warsaw in Warsaw, 13th Commercial Department of the National Court Register under number 0000100679, NIP No.: 521-04-12-987, share capital of PLN 286,596,500.00, fully paid up.
- 2) **Heart of Europe Website or Website** - the website owned by the Administrator, available at the Internet address: www.heartofeurope.tvp.pl
- 3) **Terms and Conditions** - these rules and regulations of the Heart of Europe website, specifying the rules of providing audio-visual media services on demand by the Administrator and use of the Heart of Europe Website by users, available at the following website: www.heartofeurope.tvp.pl being the terms and conditions referred to in Article 8 of the Act of 18 July 2002 on provision of services by electronic means (consolidated text: Dz. U. No 2016, Item 1030, as amended).
- 4) **User Account or Account** - User's network space, created as a result of registration in accordance with the provisions of these Terms and Conditions
- 5) **User** - a natural person using the Heart of Europe website, who is at least 18 years old, and in the case of creating a User Account - a person who is at least 16 years old,
- 6) **Agreement** - a free-of-charge agreement remotely concluded by electronic means between the Administrator and the User, the subject of which is the provision of audio-visual media services on demand on the Heart of Europe Website by the Administrator, with the content specified in the Terms and Conditions.
- 7) **Shared Content or Content** - all content published or made available on the Heart of Europe website by the Administrator, in any form, in particular audio-visual, text, graphics, photographs and audio, regardless of whether they are pieces of work as defined by the Act of 4 February 1994 on copyright and related rights (consolidated text: Dz. U. No 2017, Item 880, as amended).

- 8) **Service** - audio-visual media service, consisting of providing the User with the Shared Content in order to read or view it via the Heart of Europe Website, in particular at a place and time chosen by the User.
- 9) **Privacy Policy** - a document describing the method of protection of Users' personal data, principles of data collection with the use of cookies and other issues relevant to privacy within the Website, available at <https://vod.tvp.pl/page/polityka-prywatnosci,145484>.
- 10) **Device** - an electronic device which meets the technical requirements specified in the Terms and Conditions, enabling the Website to be launched.

Article 3

Technical conditions

1. For proper operation of the Website it is necessary to use computers with the following configuration:
 - 1) connection to the Internet, minimum required bandwidth of 512kb/s in both directions,
 - 2) operating system in the currently supported version: Windows 7 or later, Mac OS 10.12 or Linux - Ubuntu 17.04 or 16.04 LTS,
 - 3) enabling the use of JavaScript and "cookies".
2. In addition, the devices indicated above should have the current or one of the two previous versions of the browsers listed below installed:
 - 1) Google Chrome,
 - 2) Mozilla Firefox,
 - 3) Safari.
3. To use the Website it is necessary to have access to the Internet. For efficient use of the Website, it is recommended to have access to any type of Internet connection with a bandwidth of at least 6 megabits per second, and at least 25 megabits per second for audio-visual materials in UHD quality.
4. The operation of the Website requires periodic technical monitoring, improvements, development, patches and maintenance, which may cause temporary and short-term downtimes in the operation of the Website.
5. Data transmission related to the use of the Website and the Shared Content made available by means of the Website may be subject to a fee in accordance with the price list of the GSM operator that provides telecommunications services to the User.

Article 4

Terms of use of the Heart of Europe Website

1. The Heart of Europe website is intended solely for personal use, not directly or indirectly related to business.
2. The User may use the Heart of Europe Website on the territory of the Republic of Poland. The availability of the Heart of Europe Website for the User staying outside the territory of the Republic of Poland may be limited. In addition, some of the Shared Content may not be available in areas designated by the Administrator, including the Republic of Poland.
3. The Administrator shall be entitled to make short and temporary breaks in the operation of the Website in order to improve it, add services or carry out maintenance. In the event of a planned temporary shutdown of the Website, the Administrator will notify the Users by e-mail to the e-mail addresses provided on the Website.

4. The Heart of Europe Website is available on devices which meet the technical requirements specified in Article 3 of the Regulations.
5. The Administrator makes every effort to ensure high quality of the Website, but does not guarantee uninterrupted and undisturbed access to the Website within the scope resulting from the characteristics of the available Internet connection used by the User.
6. When using the Heart of Europe Website, short text information ("cookies") is stored on the User's device. The installation of cookies is necessary for the proper operation of the Heart of Europe Website and the proper provision of the Service. The content of "cookies" does not allow to identify the User. No personal data is processed using cookies.
7. Information concerning the personal data controller, the principles of personal data processing, rights and obligations of Users related to the processing of personal data are defined in the "TVP Privacy Policy", available on the website: <https://polityka-prywatnosci.tvp.pl/>.

Article 5

Agreement for the provision of the Service

1. When the User starts using the Service, they enter into an Agreement for the provision of the Service under the conditions specified in the Terms and Conditions in force at the time of concluding the Agreement.
2. Conclusion of the Agreement requires opening the Website and, in the case of some of the Shared Content of an audio-visual nature, additionally logging into a User Account and initiating playback of selected Shared Content available on the Website.
3. Conclusion of an Agreement by the User concerning some of the Shared Content of audio-visual nature is connected with the obligation to register the User on the Website and to log on to the Website with the e-mail address and password given during the registration process.
4. The Agreement for Shared Audio-visual Content shall expire upon the complete playback of the Shared Content covered by the Agreement or the end of the availability period of the Shared Content. The User will be informed about the period of availability of the Shared Content before concluding the Agreement.
5. The Agreement also expires when the User leaves or changes the content of the browser window in which the Shared Content is played or, in the case of audio-visual Shared Content, when the playback of the Shared Content is interrupted if the interruption lasts more than 2 hours. If playback is resumed after the indicated interval, a new Agreement shall be concluded.
6. The User is entitled to terminate the Agreement at any time, without giving reasons. The Agreement is terminated when the User definitely stops playing the Shared Content covered by the Agreement, which is done by leaving or changing the content of the browser window in which the Content is played.
7. Conclusion of the Agreement by the User does not entail any obligation to pay any fees.

Article 6

User Account

1. Using the Website in order to play some of the Shared Content of an audio-visual nature requires prior registration of a User Account. TVP enables the User to register an individual User Account free of charge.
2. A User Account may be registered by a person who is at least 16 years old.
3. One User may have no more than one Account on the Website.
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5. An application for registration of a User Account is submitted by completing an electronic form available on the Website, in particular by:
 - 1) providing a valid e-mail address;

- 2) selecting: user name and password;
 - 3) giving consent to the processing of personal data by TVP;
 - 4) accepting a statement of becoming familiar with the provisions of the Privacy Policy and acceptance of the Terms and Conditions.
6. Registration of the User Account takes place at the moment of confirming the correct operation of the electronic address provided by the User as a result of accessing the Website by means of the Internet address sent to the electronic mail address provided in the application.
 7. After passing the registration process the User receives a User Account, which enables the User to use the Website functionalities.
 8. TVP shall not be liable for any damage that might result from password loss or its disclosure to other persons or its interception by third parties where it is not at fault for such disclosure or interception.
 9. The User is entitled to delete the User's Account at any time by selecting the "Delete Account" option.

Article 7

Terms and Conditions of Use of Shared Content

1. The Administrator provides the Shared Content free of charge.
2. Access to the Shared Content may be subject to the User's review of the commercial message.
3. The Administrator does not guarantee the uninterrupted availability of the Shared Content or the quality parameters of the playback of the Content to the extent that they depend on the bandwidth of the Internet connection between the Administrator and the User and other factors beyond the Administrator's control, including the type and parameters of the Device on which the Shared Content is played back.
4. The Administrator reserves the right to withdraw individual Content made available on the Website at any time, subject to the provisions of Article 5, paragraph 4, second sentence of the Terms and Conditions.

Article 8

Terms of access to Shared Content intended for adults

1. The Administrator qualifies and determines the age category appropriate for the Shared Content, in accordance with applicable law, in a way that allows the User to easily recognize the marking, both at the moment of selecting the Shared Content and during its playback, using the labels indicated at <https://vod.tvp.pl/page/legenda,22888812>.
2. Content of a drastic, vulgar, erotic, violent nature is marked as intended only for adults.
3. The Administrator may restrict access to the Shared Content referred to in section 3 or introduce a functionality used to confirm the User's age of majority.
4. By starting to use the Shared Content intended for persons over 18 years of age, the User declares that the User is at least 18 years of age, that has read the warning on the pages designated as for adults and that the User accepts that use of the pages containing Content for adults is only permitted to persons who are at least 18 years old, who do so at their own risk and responsibility.
5. Shared Content marked as intended for adults is available only to the User who has confirmed their age of majority.

Article 9

Violation of the Heart of Europe Terms of Use

1. It is forbidden to use the Website for purposes inconsistent with the provisions of the Terms and Conditions and in a manner that violates the law.
2. It is forbidden to provide content of an unlawful nature.
3. If the User violates the Terms and Conditions, the Administrator will send a request to the User to stop violating the Terms and Conditions within a time limit set by the Administrator. After the ineffective expiry of the term referred to in the preceding sentence, the Administrator shall block the User's access to the Website.
4. The Administrator is entitled to block User access to the Website in the following cases:
 - 1) providing illegal content,
 - 2) take any action to influence the Users, directly or indirectly, to their detriment, to the detriment of the Administrator or other entities;
 - 3) use the Heart of Europe Website or the Shared Content for any purpose that is inconsistent with its intended use;
 - 4) take actions aiming at reading passwords to the accounts of other Users;
 - 5) share your Account login or password with other Users or unauthorized third parties;
 - 6) commit actions which, even indirectly, may suggest interference in the Website structures to which the User has no access or actions which destabilize the functioning of the Website;
 - 7) place on the Website or the IT environment in which the Shared Content is located any objects that may interfere with the functioning of the Website or the IT environment in which the Shared Content is located;
 - 8) take actions that enable the use of the Services in an unauthorized manner,
 - 9) the number of unsuccessful login attempts exceeds 5
5. The User will be notified by the Administrator about the imposed sanctions and their reasons by e-mail sent to the e-mail address provided in the service or, if there is no e-mail address, in another possible form.
6. In the case of a sanction, the User has the right to lodge a complaint. The complaint procedure is described in Chapter 11 of the Terms and Conditions.

Article 10 Copyright

1. All copyrights and related rights to the Website are held by the Administrator.
2. The Heart of Europe Website and any Content provided is for non-commercial personal use only. The User undertakes not to record, store, duplicate, distribute, modify, display, reproduce, publish, license, offer for sale or use the Shared Content and information contained in or obtained through the Website.
3. The Shared Content made available shall be subject to legal protection, in particular under the Act on Copyright and Related Rights, as well as the provisions on the protection of databases. Copyright and related rights to the Shared Content made available are vested in the Administrator.

Article 11 Complaints

1. Users of the Website may submit complaints and contact the Administrator by means of e-mail at the following e-mail address: heartofeurope@tvp.pl. The answer to the reported problem will be sent by the Administrator to the User's e-mail address

2. A complaint may include a report regarding improper operation of the Website and the Service, non-performance or improper performance of the Service, improper operation of the Website on supported web browsers.
3. The complaint should include:
 - 1) subject;
 - 2) description of the subject of the complaint;
 - 3) description of the circumstances of occurrence and circumstances justifying the complaint,
 - 4) User's contact details.
4. The Administrator may request the User to provide additional information necessary for proper consideration of the complaint.
5. The User consents to the Administrator's interference in the technical structure of the User Account in order to diagnose the reported irregularities in the functioning of the Account or the Service, as well as to undertake activities by the Administrator in order to restore the proper functioning of the Account in accordance with the complaint request.
6. Complaints will be examined by the Administrator immediately, within no longer than 30 days from the date of receiving the complaint. Lack of the Administrator's response to the complaint within 30 days from its filing is equivalent to recognition of the complaint.
7. If the complaint does not contain data allowing for contact with the User, the Administrator is entitled to leave the complaint without consideration.
8. Lodging a complaint by the User, as well as its non-acknowledgement or leaving it unprocessed by the Administrator, does not affect the User's right to pursue the User's claims in court in accordance with the applicable law.
9. The User may use the out-of-court possibility to resolve disputes electronically via the European Online Dispute Resolution (ODR) platform for filing complaints and pursuing claims related to the Agreement concluded with the User, which can be found: <https://ec.europa.eu/consumers/odr/>.

Article 12

Contact with the Administrator

The User may provide feedback, comments and questions regarding, in particular, the Website and the rules for sharing Content:

- 1) via email to: heartofeurope@tvp.pl
- 2) by mail, sending a message to the Administrator's address: Telewizja Polska S.A. ul. J. P. Woronicza 17, 00-999 Warsaw,

Article 13

Final Provisions

1. The Terms and Conditions shall enter into force on 3.11.2021
2. The Administrator is entitled to make changes to the Terms and Conditions. The amended version of the Terms and Conditions will be made available on the Website.
3. The amended Terms and Conditions shall apply to Agreements concluded after the amended Terms and Conditions are announced to the general public, pursuant to the provisions of paragraph 2.
4. The User has the possibility to get acquainted with the content of the currently valid Terms and Conditions at: www.heartofeurope.tvp.pl
5. In matters not covered by the Regulations, the provisions of Polish law shall apply.

6. The authority competent in matters of on-demand audio-visual media services is the Krajowa Rada Radiofonii i Telewizji (National Broadcasting Council) - Skwer Ks. Kardynała S. Wyszyńskiego 9, 01-015 Warsaw.