

Regulations of using the “ALLVOD.PL” service

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I. Basic definition

1.1. Whenever the Regulations use the following wordings, they should be understood as follows:

a) Operator – a communication entrepreneur within the meaning of the telecommunications law, carrying out the economic activity consisting in the provision of public telecommunications networks, associated facilities or provision of telecommunications services. The Services are available for the Operator’s subscribers. Orange Polska S.A. (ORANGE network), T-MobilePolska S.A. (T-Mobile network), Polkomtel Sp. z o.o. (PLUS network) and P4 Sp. z o.o (PLAY network) shall be deemed to be the Operator.

b) Web registration – ordering of the service by typing in a website the phone number and confirmation of this number by a received PIN code. Depending on the Operator, the web registration causes direct save of the service or sending the activating text message is necessary.

c) SMS (Short Message System) is a system of short text messages.

d) SMS MO (Short Message Service Mobile Originated) is an SMS message sent by the User. It is a request of content. The User is charged a fee for sending such a message in accordance with the Regulations.

e) SMS MT (Short Message Service Mobile Terminated) is an SMS message, which is sent to the User in the realization of order previously filed by the User in accordance with the Regulations. This SMS includes the content ordered by the User. For obtaining the message, the User is charged a fee in accordance with the Regulations.

f) Subscription – an ordered access to the Service’s services.

g) User – an adult natural person, who uses the services on the basis of the Regulations provided that people with limited capacity for legal activities may use the services only after receiving the consent of the legal representative and persons without the capacity for legal activities – provided that the legal representative will be acted in their behalf.

II. General provisions of the Regulations

2.1. These Regulations (hereinafter called the “Regulations”), available at allvod.pl, determine the rules for using the Internet service allvod.pl (hereinafter referred to the “Service”) and services offered via these Regulations.

2.2. Services for Users of the Service are provided by the service provider – the owner of the Service and domain allvod.pl (hereinafter referred to the “Service Provider”).

2.3. The owner of the Service is: Bostomm Sp. z o.o. located in Poznan, St. Marcin 29/8 Street, 61806 Poznan, entered in the Register of the National Registry Court of the District Court Poznan NoweMiasto and Wilda in Poznan, VIII Commercial Division of the

National Court Register under the number 0000474759, holding Tax Identification Number 9950226290 and REGON 302522905 (hereinafter referred to as the “Company”).

2.4. Through the Service, the Service Provider provides for Users of the Service payable services, which consist of enabling the downloading or playing files from websites: Chomikuj.pl, video.anyfiles.pl (hereinafter referred to as “Affiliate Service”).

2.5. The Service Provider reserves that files downloaded or viewed within the framework of using services provided by the Service Provider may be the subject of third party rights, especially copyrights, patent rights, industrial property rights and image rights and protection of personal rights as referred to in Art. 23 of the Civil Code

2.6. The Service does not store or share any files. The Service is used to download or play online files after selecting a URL address to the material from Supported Services.

2.7. The Service enables an access to collected data about film, music and journalistic materials, as well as their description and user’s ratings and comments.

2.8. The Service aims to promote film, music, journalistic and other materials by making available collected information and evaluations about it. The manual search of a selected hosting website for the material (Affiliate Service), finding the file and pasting the URL link in the prescribed form on the Service’s website are necessary to download or play the video and other materials.

2.9. Using the Service is payable and carried out under the terms of these Regulations.

III. Technical conditions

3.1. Making use of the Service is possible under the condition that the User’s ICT system will meet the following minimum requirements:

a) System should be equipped with the browser: Internet Explorer (minimum version 7), Firefox, Google Chrome or Opera;

b) System should be equipped with the software: Adobe Flash Player and Java.

c) Service has been optimized to handle the above software by using resolution: 1024x480;

3.2. Minimum hardware requirements for the User's ICT system include: 1 GHz processor, 512 MB RAM.

3.3. The Service Provider shall not be liable for technical problems or limitations occurring in the User's hardware, which prohibit the use of the Service and offered services for the User.

IV. Access to the Service

4.1. Access to the publicly available part of the Service is possible for all users of the Internet without the necessity to meet any formalities. This access is not dependent on registration in the Service.

4.2. Part of Service's resources is separated. The full access to these resources will have only Users, who will register on the Services and will pay a fee determined in these Regulations.

V. Web registration and the use of services

5.1. Access to services, offered within the framework of the Service, is possible after the registration of the User in the Service and payment of an activation fee. The activation fee and payment models were determined in section VI of these Regulations.

5.2. Directly before ordering the service (subscribing), the Service Provider gives the User the following information in a clear and visible way (on a subpage of the website with a registration form):

a) Main features of the provision, taking into account the subject of the performance and a method of communicating with the User,

b) Amounts of fees for service, which charge the User and their frequencies,

c) Duration of the agreement and the possibility of resignation from the Service at any time without additional fees and the way of deactivation,

d) Minimum duration of User's obligations arising from the agreement

5.3. Registration of the User within the framework of the Service, consisting in the creation of a User's account, is realized by completing the registration form.

5.4. The User is obliged to provide not misleading data, which do not violate rights of third parties, as well as update data provided in the registration form immediately after any change of these data. Data update shall be done under the User's account. The User should keep in secret an access password and not share it with others.

5.5. The User is solely responsible for the content of submitted data, as well as disclosure a login or password to access to the account for others.

5.6. The User is also solely responsible for actions performed with the help of submitted data.

5.7. After payment of the activation fee, the User will receive to the number of a mobile phone, from which he or she sent an SMS or submitted in the registration form, the PIN code that is needed to take advantage of services offered within the framework of the Service.

5.8. In order to activate the access to offered services it is necessary to enter the PIN code specified above in a text box. The text box is located on each subpages of the Service and. Moreover, the User needs to confirm actions by pressing the "Enter" key on a keyboard or clicking "Confirm". From this moment, the User obtains a full access to the Service.

5.9. After proper registration and payment the activation fee, as well as after the activation of services in accordance with these Regulations, the User has the ability to download or play files from the Supported Service under the rules described in these Regulations. This service is available with unlimited transfer for all the Supported Services with the exception of transfer in chomikuj.pl where the limit is 12 GB.

VI. Payment for rendered services

6.1. Services provided by the Service provider are payable.

6.2. The Service's services are available only for Users, who are users of mobile phones operating in networks of the Operators as referred to in section 1.1 point A in these Regulations, having the right to use them, including the use of MT services.

6.3. Availability of services, detailed manner of their realization and price are dependent on the operator of mobile network, with which the customer taking advantage of the Service's services concluded an agreement for the provision of telecommunications services (regardless of the type of agreement, i.e. prepaid or agreement on subscription).

6.4. Fees are collected by charging the phone bill of the User (in case of a mobile phone for a subscription) or deduction of this fee from the User's prepaid account (in case of a mobile phone with a prepaid card).

6.5. Fees are paid by the User via an appropriate telecommunications operator (the Operator).

6.6. The following models of payments are available for provided services:

A. SMS MO – SMS payments: SMS 180 method

A.1. Activation fee is paid by sending an SMS with the text ag.ALLVOD (every time the SMS content is given in the SMS form) to a number 91900 (cost 19 PLN net, 23.37 PLN gross) or 92550 (cost 25 PLN net, 30.75 gross).

A.2. Each PIN code obtained via SMS message and used in a manner determined in these Regulations shall renew the account's validity of the User for 180 days (duration of the service). The duration of the agreement is equal to the duration of the service.

A.3. Deactivation of this service occurs automatically after the end of the service or upon removal of the account in the Service.

A.4. User is bound by provisions of the Regulations from the service's order to its deactivation or deletion of the User's account in the Service. The only financial obligation is the activation fee paid by the User.

A.5. In matters, which are not regulated in section A, other provisions of these Regulations shall be applied.

B. SMS MT ALLVOD: Promotion 60596

B.1. In order to take advantage of the MT ALLVOD service (activation of the Service), the User should conduct web registration through the Service's website and/or (depending on the Operator) send an SMS message of the content START ALLVOD to the number 60596 (fee for this message is the activation fee: it is consistent with the cost of the Operator as per normal SMS message). After sending this SMS, the User will receive a PIN code necessary to take advantage of services offered within the framework of the Service.

B.2. Within the framework of "0ZŁ" promotion, using the MT ALLVOD's service, the activation fee is 0 PLN gross. "0ZŁ" promotion applies only to the activation fee, while fees for using the Subscription are consistent with these Regulations. Information about the participation in the "0ZŁ" Promotion is visible on the Service's subpage during the registration. The User will obtain to the phone number a PIN code necessary to take advantage of services offered within the framework of the Service.

B.3. From the moment of service's ordering (registration for the MT ALLVOD Subscription), the User will receive ordered contents in accordance with the schedule: every Monday, Wednesday and Friday at 9:00 a.m.

B.4. The User is charged with a fee in the amount of: (5 PLN net / 6.15 PLN gross) for receiving each MT ALLVOD message sending to him under the Service (3 times per week in accordance with the above schedule).

B.5. The first payable MT ALLVOD message within the framework of the Subscription is sent during the registration to the service.

B.6. Each SMS, renewing MT ALLVOD services (used in the manner provided in the Regulations), extends the validity of the User's account for 7 days.

B.7. The User obtains an access to the functionality of the Service for the duration of MT ALLVOD Subscription – from order of service to its deactivation.

B.8. Deactivation of the service can be made by sending the following SMS message: STOP ALLVOD under the number: 60596.

B.9. Fee for deactivation of the service is consistent with the charge of a certain Operator as for a normal SMS message. In case of the Plus network, deactivation of the service is free.

B.10. Total price for the provision of MT ALLVOD services within 1 month along with taxes is up to 55.35 PLN gross.

B.11. The minimum duration of User's obligations towards the Service Provider related to the provision of services is equal to the period of Subscription – from the moment of service's order to its deactivation.

B.12. Service will be active from 01.10.2015 to 01.10.2018.

B.13. In matters, which are not regulated in section B, the remaining provisions of these Regulations shall be applied for the ALLVOD Promotion.

C. SMS MT ALLVOD: Promotion 61515

C.1. In order to take advantage of the MT ALLVOD service (activation of the Service), the User should conduct web registration through the Service's website and/or (depending on the Operator) send an SMS message of the content START ALLVOD to the number 61515 (fee for this message is the activation fee: it is consistent with the cost of the Operator as per normal SMS message). After sending this SMS, the User will receive a PIN code necessary to take advantage of services offered within the framework of the Service.

C.2. Within the framework of “0 Zł” promotion, using the MT ALLVOD’s service, the activation fee is 0 PLN gross. “0 Zł” promotion applies only to the activation fee, while fees for using the Subscription are consistent with these Regulations. Information about the participation in the “0 Zł” Promotion is visible on the Service’s subpage during the registration. The User will obtain to the phone number a PIN code necessary to take advantage of services offered within the framework of the Service.

C.3. From the moment of service’s order (registration for the MT ALLVOD Subscription), the User will receive ordered contents in accordance with the schedule: every Friday at 9:00 a.m.

C.4. The User is charged with a fee in the amount of: (15 PLN net / 18.45 PLN gross) for receiving each MT ALLVOD message sending to him under the Service (1 time per week in accordance with the above schedule).

C.5. The first payable MT ALLVOD message within the framework of the Subscription is sent during the registration to the service.

C.6. Each SMS, renewing MT ALLVOD services (used in the manner provided in the Regulations), extends the validity of the User’s account for 7 days.

C.7. The User obtains an access to the functionality of the Service for the duration of MT ALLVOD Subscription – from order of service to its deactivation.

C.8. Deactivation of the service can be made by sending the following SMS message: STOP ALLVOD under the number: 61515.

C.9. Fee for deactivation of the service is consistent with the charge of a certain Operator as for a normal SMS message. In case of the Plus network, deactivation of the service in free.

C.10. Total price for the provision of MT ALLVOD services within 1 month along with taxes is up to 73.80 PLN gross.

C.11. The minimum duration of User's obligations towards the Service Provider related to the provision of services is equal to the period of Subscription – from the moment of service's order to its deactivation.

C.12. Service will be active from 01.10.2015 to 01.10.2018.

C.13. In matters, which are not regulated in section C, the remaining provisions of these Regulations shall be applied for the ALLVOD Promotion.

VII. Terms of the Service's use

7.1. The User is obliged to use the Service in a manner consistent with these Regulations, applicable laws, principles of using the Internet and targets for the Service's creation. By taking advantage of the Service, the User should not violate rights of third parties and rights and interests of the Service Provider.

7.2. The User is obliged in particular to:

a) use the Service in a way that does not distort its functioning, especially through the use of inappropriate software and technical tools;

b) refrain from actions such as: sending or posting within the framework of the Service unsolicited commercial information (so-called spam), multiple registration of the User in the Service, using accounts of other Users or sharing his account with other Users, taking steps to acquire possession of passwords or PIN codes belonging to other Users, as well as other actions aiming directly or indirectly to cause harm to third parties;

c) use the Service without major inconvenience to other Users and the Service Provider, respecting their personal interests and all their rights;

d) take advantage of all material available via the Service only in the scope of permitted use under the Act on Copyrights and Related Rights. The use of materials in other range is allowed only on the basis of an explicit consent of the authorized entity;

e) the User cannot delivery or transfer to the Service wrongful contents, especially contents that infringe provisions of the copyright and contents, which cannot be distributed because of the violation of generally applicable laws.

7.3. If it is found that the User violates the provisions of point 5.2., the Service Provider may immediately block his account and has the right to take any legal actions leading to obtain reparation for the suffered damage.

7.4. The User is obliged immediately to notify the Service Provider in the manner specified in point 9.6 about any unauthorized use of the User's account, as well as about any breach of principles described in these Regulations.

7.5. The Service Provider reserves the right to terminate the provision of services at any time.

7.6. When ordering an access to the service, the User agrees to receive messages with ordered content in frequencies and times indicated in these Regulations.

7.7. The sole responsibility for any errors during the order of services within the framework of the Service (especially typing in the text of SMS an improper content, sending SMS to invalid abbreviated number or realization of order contrary to information contained in descriptions of specific Services or provisions of these Regulations) shall be borne by the User. The Service Provider is not obliged to send the User a feedback about sending the wrong content of SMS or about any other errors during the order of services.

7.8. SMS message, which deactivates the service, must be sent from the mobile phone, for which the service was ordered (in any case).

7.9. In order to use the Service, the User should have an active mobile phone, for which he ordered the service at the time, in which the message must be received in accordance with the Regulations.

VIII. Responsibility of the Service Provider

8.1. The Service Provider ensures that services will be made available to the User free from defects. The Service Provider supervises the oversight of the Service, ensuring the correctness of its operation.

8.2. The Service Provider is not responsible for the proper operation of the Supported Service or other websites, which are promoted by the Service.

8.3. The Service Provider reserves the right to withdraw or modify certain services of the Service for any reason, as well as reserves the right to temporarily suspend the Service's operation due to e.g. maintenance operations connected with the modification of the Service. In this case, Users will be informed about this fact with reasonable notice, and accrued fees will be appropriately reduced.

8.4. The Service Provider is not responsible for:

a) data entering by the User during his registration in the Service, which are inconsistent with the actual state, incomplete and for the failure to update these data;

b) any damage caused by the breach of the Service by Users in connection with the use of third parties' rights in the Service;

c) files placed in external services hosting materials (Supported Services). Moreover, the Service Provider cannot guarantee the existence of file, its editing or removal from external hosting services (Supported Services);

d) damages resulting from disruptions in the operation of the Service or its unavailability caused by circumstances on the User, if they are not connected with the use of the Service in accordance with the Regulations or which arose from the events, which the Service Provider was not able to foresee and which could not prevent despite due diligence (force majeure);

e) damages caused by improper use of the Service by the User;

f) delay in downloading or playing by the User multimedia files while using the services offered in the Service because of too many people waiting to download or play the same file or different files or other technical obstacles;

g) content of downloaded or watched files by the User within the framework of taking advantage of services provided by the Service;

h) damages resulting from malfunctions in SMS service's operation or its unavailability, which are caused by circumstances lying on the User side, if they are not connected with the use of the Service in accordance with the Regulations or which arose from the events, which the Service Provider was not able to foresee and which could not prevent despite due diligence (force majeure);

i) accidental blocking or deletion of the User's account by the User or caused by circumstances lying on the User side, if they are not connected with the use of the Service in accordance with the Regulations or which arose from the events, which the Service Provider was not able to foresee and which could not prevent despite due diligence (force majeure);

j) the loss of data due to the failure of hardware, system, change of the phone model or other circumstances lying on the User side, if they are not connected with the use of the Service in accordance with the Regulations or which arose from the events, which the Service Provider was not able to foresee and which could not prevent despite due diligence (force majeure);

k) sending SMS messages by unauthorized persons from the User's mobile phone;

l) taking advantage of the service within the framework of the Service by an unauthorized person (including a person under age);

m) any other damages caused by failure to comply with the provision of these Regulations by the User.

8.5. The Service Provider in the realization of services available within the Service:

- is not an initiator of data transmission,

- does not select the receiver of data transmission,
- does not select and modify information included in data transmission,
- does not have an insight into the transmitted data

8.6. The Service Provider does not guarantee in any way that the User will acquire a legal title to the use of these files by downloading these files within the use of services available under the Service.

IX. Security policy of personal data protection and privacy

9.1. Processing of information about Users, including personal information, shall be realized in accordance with the Personal Data Protection Act of 29 August 1997 (Dz. U. of 2002, No. 101, item 926 as amended) and the Act on Electronic Services of 18 July 2002 (Dz. U. of 2002, No. 144, item 1204 as amended).

9.2. For purposes of the provision of services under the Service's operation, the Service Provider processes data of Users specified in these Service's Regulations.

9.3. The Service's User may at any time add, modify or delete his data, as well as demand to add, change or delete by the Service Provider other data processed within the framework of the Service subject to data, to which the Service Provider will be entitled under the relevant provisions of the law. The User's request to remove the obligatory data is tantamount to a request to remove the User's account. In order to modify personal data, the request should be sent to the e-mail address given in point X.

9.4. The Service Provider uses cookies files to collect information related to the use of the Service by the User. Cookies allow identification of the User's computer in order to ensure that his account is used by an authorized person. Cookies are set during the "entry" and "exit" from the Service and they do not affect the operation of the User's computer. The Service Provider is not responsible for consequences of removing cookies from the User's computer.

9.5. Disclosed personal data and in particular e-mail address and phone number will be stored in the Service Provider's database and they can be used in order to ensure the

proper realization of agreement concluded between the Service Provider and the User and for marketing purposes by the Service Provider.

9.6. In order to obtain information about the privacy policy, processing of User's personal data, change or update of previously submitted personal data, the User may contact with the Service Provider in the manner specified in section 9.7 of these Regulations.

9.7. Contact form is available under the following address: allvod.pl/kontakt.

X. Termination of the Service's use

10.1. The User may resign from using the Service's services at any time, especially when he does not accept changes made in the content of these Regulations of modifications determined in the Service's options. Charged fee for the service is returned in a proportional manner.

10.2. The Service Provider can deprive the User right to use Service's services (by blocking or deleting his account), as well as the Service Provider may limit his access to the services offered within the framework of the Service with immediate effect, in the event of a breach by the User of these Regulations, especially when the User:

- a) gave during the registration in the Service untruthful, inaccurate or outdated, misleading or violating the rights of third parties data;
- b) violates third parties' rights via the Service e.g. by watching or downloading files without any right;
- c) violates the principles determined in point 5.2;
- d) commits other behaviors inconsistent with the applicable laws, including the Regulations, or general principles of using the Internet or principles of social coexistence;

e) did not use the account for at least 2 months after the last login in the Service and after the end of a period, for which the User purchased the service within the framework of the Service.

10.3. A person, who has been deprived of the right to use the Service's services because of the above reasons, cannot register again in the Service without the prior consent of the Service Provider.

10.4. The Service Provider reserves the right to suspend, at any time and for any reason, the Service's activity or terminate the provision of services in the Service. In this case, Users will be informed about this fact with reasonable notice, and accrued fees will be appropriately reduced.

10.5. The Consumer (User) has the right to withdraw from the agreement within 14 days from the date of agreement conclusion.

10.6. Termination of the agreement is realized by submission of a statement on renouncing the agreement in writing. This statement may be submitted by submitting in writing the completed withdrawal form. A specimen of this form is attached to these Regulations or by sending the above mentioned form via a contact form (point 9.7).

10.7. The right to withdraw from the agreement concluded by the User with the Service Provider does not apply in the case, when the Service Provider entirely performed the agreement with the express consent of the User. By accepting these Regulations, the User agrees to perform in full services and he confirms that he was informed that after meeting the provisions by the Service Provider, he will lose the right to withdraw from the agreement.

XI. Complaint procedure

11.1. Any complaints related to the provision of services via the Service shall be reported via the contact form given in point 9.7 or by mail to the address of the Service Provider's seat.

11.2. The complaint should contain at least: name, surname, e-mail address, phone number, as well as detailed description and reasons for filling the complaint.

11.3. The Service Provider shall consider the complaint within 14 calendar days from the date of its receipt and immediately inform the User (via e-mail or in writing) about the result of the complaint's consideration. When data or information given in the complaint need to be supplemented, the Service Provider shall ask the person lodging the complaint to supplement them before the complaint's consideration. Time to provide additional explanations by the User prolongs the period for dealing with complaint.

11.4. All other notifications, comments and questions concerning the Service's functioning can be presented via the contact form given in point 9.7.

11.5. Contact form is available at the following hyperlink: www.wysylamy.pl

XII. Final provisions

13.1. These Regulations may be subject to change. The new regulations will be presented by the Service Provider on the Service's main page along with information about the change of the Regulations for a period of 14 calendar days before the implementation of the new regulations. Additionally, Users will be informed about the new regulations via SMS message or message sent to the specified e-mail address.

13.2. Within a period of not less than 14 calendar days before introduction of the amended regulations, the User will be informed about changes in the Regulations. In a situation, in which the User does not accept the new Regulations, he shall notify the Service Provider about this fact within 14 days from the receipt of information about the change of these Regulations. This notification will be tantamount to resignation by the User from services provided within the framework of the Service. In this case, accrued fees for taking advantage of services will be appropriately reduced.

13.3. In connection with the Service's functioning, the Service Provider will be stored in his databases the User's mobile phone number, from which the call was made, for a period required by applicable law, especially for a period allowing the consideration of reported complaints or other claims relating to the Service.

13.4. At the moment of ordering services within the framework of the Service, the Service's User agrees to receive commercial information relating to the Service Provider's products and promotions organized by the Service Provider or with the help of the Service Provider to the mobile phone number, from which the order was sent. The User can withdraw his consent by sending a message with information about the resignation via the contact form (point 9.5) placing in the message's content his phone number, website's address and description of a certain service.

13.5. The law applicable to services provided within the framework of the Service is Polish law.

**EXAMPLE
OF THE WITHDRAWAL FORM**

.....

.....,

.....

.....

/name, surname and address of the consumer/

.....

.....
.....

/designation of the entrepreneur/

**STATEMENT
ON WITHDRAWAL FROM THE AGREEMENT**

Pursuant to Art. 7 section 1 of the Act on protection of selected consumers' rights and liability for damage caused by hazardous products of 2 March 2000 (Dz. U. of 2000, No. 22, item 271 as amended), I declare that I withdraw from the agreement I hereby inform / We hereby inform (*) about my / our withdrawal from the agreement for the provision of services within the framework of the Service

.....
/signature of the consumer/