

TERMS OF SERVICE WITHIN THE ONLINE PLATFORM

I. GENERAL PROVISIONS

1. Specify the general terms and conditions, rules of how to provide services, using Platform - a platform for creating programs that enable online sharing, deliver by the Service Provider (hereinafter referred to as: "Platform" or "Internet Platform").

2. The platform is a tool provided by is Blu Experience spółka z ograniczoną odpowiedzialnością, with its registered in Cracow (postal code: 31-155), 15 Warszawska street, entered in the Registrar of Entrepreneurs under National Court Registered KRS: 0000495773, whose company files are kept by District Court for Cracow – Śródmieście in Cracow, identified with the National Business Registry Number REGON: 123030655, with share capital of the PLN: 50.000,00, hereinafter "Service Provider". The Service Provider provides the Services specified in these Regulations only on behalf and on behalf of for the Organizer of the Event. The Organizer of the Event is the entity indicated in the Platform as Organizer.

3. As part of the Platform, the User may take part in various types of events by participating in audiovisual broadcasts of Events organized by third parties - their organizers, incl in particular, entertainment, cultural, sports, scientific and similar events. The service provider is not the organizer of these events. The service provider only makes it available on request The Event Organizer, the Platform's infrastructure to enable participation in the Event participants of the Event indicated by the Organizer..

4. Contact with the Service Provider by:

- using the interactive chat available on the Portal,
- via e-mail to the following address: kontakt@wydarzeniaonline.pl,
- by phone at: +455011725895.

5. Contact with the Organizer takes place as indicated on the Platform.

6. These Regulations are continuously and free of charge made available on the Platform in a manner enabling Users of its acquisition, reproduction and recording of its content by printing or saving on the data carrier at any time by means of the IT system used by the User.

7. It is forbidden to copy, reproduce, modify, reproduce or distribute any kind parts of the Platform, the Service or its elements without the prior written consent of the Service Provider, and the Events – without Organizer's consent, except as expressly permitted by applicable law and the Regulations. The Service Provider or the Organizer may take steps, including in court proceedings, in to protect the interests of his own and Users.

II. DEFINITIONS

Terms used in this document have the following meanings:

User - a natural person with full legal capacity, a natural person in charge economic activity, legal person or organizational unit without legal personality, which uses the Portal

Event - an event of a nature organized by a specific third party (the Organizer) entertainment, cultural, sports, scientific or similar, to which the User obtains Access from

using the Platform, after meeting the conditions specified by its Organizer. Event is organized and takes place on a strictly specified date by the Organizer;

Organizer - a person or entity organizing the Event and specifying the terms and conditions of participation in him; Access to Events / Access - a Portal service within which the User is provided with the use of data transmission receives access to the content provided by the Event Organizer using the infrastructure Portal;

Account - a part of the Platform assigned to a given User as a result of Registration, under which The User is identified for the purposes of Accessing a specific Event and may do so activities as part of the Platform specified in these Regulations;

Registration - a one-time activity consisting in creating a User Account and saving data Event;

Consumer - a User who is a consumer within the meaning of art. 22 [1] of the Civil Code;

Entrepreneur - a User who is an entrepreneur within the meaning of art. 43 [1] of the Civil Code;

Services - services provided at the request of the Organizer by the Service Provider to the Platform Users by road electronic within the meaning of the provisions of the Act of July 18, 2002 on the provision of electronic services (Journal of Laws No. 144, item 1204 as amended);

Agreement - an agreement for the provision of a Service or Platform Services, concluded between the User and the Service Provider acting on behalf of the Organizer, on the terms set out in these Regulations;

Consumer Rights Act - the Act of 30 May 2014 on consumer rights (Journal of Laws 2014, No. 827);

Civil Code - the Act of April 23, 1964 (Journal of Laws No. 16, item 93, as amended);

Regulations - this document.

III. RULES FOR USING THE PLATFORM

1. The Platform may only be used on the terms and to the extent specified in the Regulations.

2. The Service Provider informs that the use of services provided electronically may involve the threat on the part of every Internet user, consisting in the possibility of introducing to computer system of the User of malicious software and its acquisition and modification data by unauthorized persons. To avoid the risk of the above-mentioned threats, the User should use appropriate technical measures to minimize their occurrence, in particular programs antivirus and firewall.

3. Minimum technical requirements enabling the use of the Platform and Services:

- a device with Internet access;
- access to e-mail;
- the latest version of the web browser with cookies and Java Script enabled,

– program for reading files in PDF format;

- active and correctly configured on the device used by the User for the transmission service data provided by a telecommunications operator or a wireless link.

4. Where it is justified by the nature of a given Event, Access to the Event may require also fulfillment of other than those indicated in point 3 technical or hardware requirements. In this case, the Event Organizer will each time provide the User with a list of such requirements

5. The fees for using the data transmission service are paid by the User to the appropriate operator telecommunications according to the tariffs set by the operator and they do not constitute part of the Service or Events.

6 It is forbidden for Users to use the Platform or its Services in a manner that violates the provisions rights, decency, personal rights of third parties or legitimate interests of the Service Provider or the Organizer.

7. Any activities on behalf of the User who is an Entrepreneur may only be performed by persons duly authorized to act on behalf of the Entrepreneur. The service provider may oblige the acting person on behalf of the Entrepreneur to send electronically the documents indicated by the Service Provider, including, in particular, documents confirming the authorization to act on behalf of the Entrepreneur and conducting business activity by the Entrepreneur, under pain of refusal to provide the Service, or termination of the Service

8. The Service Provider reserves the right to refuse to provide Services to Entrepreneurs without giving causes.

IV. PLATFORM SERVICES

1. The Services are provided on the terms set out in this document.

2. The services provided as part of the Platform and its use are free of charge. Where Participation in the Event it is payable - the payment is always made directly to the Organizer, a The organizer independently determines its amount and the rules for making it.

3. The use of the Platform is understood as any activity of the User leading to becoming acquainted with the content available in it. Viewing the content available on the Platform is a Service provided over time specified - and is provided until the User closes the Platform page.

4. The main functionality of the platform is to provide the Access Service to Events organized by Organizers.

5. Unless otherwise indicated by the Organizer, in order to use the Access to the Event, the User must make Registration in the Platform, which is a subscription to the Event and registration (setting up) of an Account.

6. In order to register an Account, the User fills in and accepts the registration form available in The Platform, completing the data marked as obligatory and providing individual data for a given Events, the event code received from the Organizer (hereinafter referred to as: "Code" or "Event Code"). The Organizer independently decides about the methods, dates and rules for the distribution of the Code.

7. Unless the Organizer decides and indicates otherwise to the User, 1 (one) Code enables Registration one Account.

8. An Event Organizer may individually decide that in order to Access its Event it will not be required to have and provide a Code at the Registration, or even to Register an Account on the Platform – in in this case, the Organizer informs the Users about it each time, providing information about The event.

9. In order to correctly complete the Registration, the User may also be asked to make an additional one Account activation, including by e-mail, in accordance with the information displayed on the Platform.

10. The Account is used to identify the User for the purposes of Accessing a specific Event, and therefore The User is not allowed to use the Accounts of other Users and to provide other people with the possibility using the Account, including disclosing the password to access the Account or the Code.

11. By registering an Account, the User declares that the data provided by him in the form registration documents are true and do not infringe the rights of third parties.

12. As part of using the Platform, the User is obliged, in particular, to complete the data indicated in his Account. In the event of any changes to the User's data placed in the Account, The user is obliged to immediately correct the data through the functionality available under the Account.

13. Subject to further provisions of these Regulations, the Agreement for the provision of the Service consisting in keeping the Account is concluded for a definite period - the time during which the User will use the Access to a given Event. The user may, however, before the expiry of the period referred to in the previous sentence, request the Service Provider to delete the Account or delete the Account on its own using the functionalities available on the Platform.

14. The use of the Access Service to the Event takes place on the terms set out in point. V of the Regulations.

15. As part of the Platform, the Service Provider also provides an interactive chat enabling contact with Service provider. This service is made available for a specified period of time - until the conversation with using the chat or leaving the Platform website by the User.

V. ACCESS TO THE EVENT

1. The Event Access Service enables the User to participate in the Organizer's Event on distance (without the simultaneous presence of the pages) using the Platform's infrastructure.

2. Each time the rules of Access to the Event and participation in the Event using the Access Service is determined by the Organizer by informing the participants about such rules.

3. Depending on the Event, the Organizer may require registration for the Event or another form of subscription for the Event or purchase of an admission ticket, which is not an element of the Platform and is carried out each time independently by the Organizer.

4. The events that the User may have access to on the Platform may be at their discretion and decision The Organizer be entirely remote (online event) or rely on the provision of Access to Events of a stationary nature combined with the possibility of remote participation in them by the User using the Platform.

5. Participation in the Event, including the use of the Access Service, may be paid or free of charge - the Organizer decides about it independently. In the case of Paid Events, all fees are paid by the User performs directly for the Organizer, on the terms specified by him.

6. The Organizer may decide that Access to the Event is open, i.e. it does not require and providing the Event Code or does not even require Account Registration - in this case, each time such information will be provided to the Users by the Organizer itself.

7. The organizer independently determines what content is made available as part of the Access to the Event and whether content is shared in real time.

8. The Organizer also determines whether, as part of the Access to the Event, the User will also be entitled to sending content to the Organizer or other participants of the Event, including it may be possible in particular:

- participation in the Event with simultaneous transmission by the User to the Organizer or others image and sound participants;

- interacting with the Organizer or other participants - such as taking part in a discussion, asking questions, sending messages using the forms available on the Portal or interactive chat.

VI. USERS 'RIGHTS AND OBLIGATIONS

1. The Platform User is obliged to:

- use the Platform in a manner consistent with the law, morality and provisions of the Regulations, with respect for personal rights, intellectual property and other third party rights;

- having all rights to the content posted on the Platform or using the Platform or provided to the Service Provider or the Organizer;

- entering factual data on the Platform and informing immediately about any changes to the data, including in particular the data affecting the implementation of the Platform Services;

- failure to use devices, software and methods that may disrupt the operation of the Platform;

- not providing illegal content;

- participation in an Access Event in accordance with the terms and conditions set forth by The Organizer.

2. It is forbidden to add and present by Users on the Platform or with its use any information, elements or content that would contain content prohibited by generally applicable legal regulations, violating the rights of third parties, principles of good manners, or constituting acts of unfair competition, and the use of this information may not violate the law, provisions of these Regulations, rules of participation in the Event or good manners.

3. In relation to Entrepreneurs, the Service Provider, acting on behalf of the Organizer, has the right to suspend or limitations of the provision of Services, including the Access Service, as well as the termination of the provision of the Service, with immediate effect, in particular in the event of doubts as to the correctness or completeness data provided by such a User, as well as in the case of:

- the Service Provider becoming aware that such a User is in breach of the Regulations and applicable provisions laws or principles of good manners, rules of participation in the Event;

- when the actions or omissions of the User adversely affect the good name of the Service Provider or otherwise the way they harm the Service Providers;

- if the Service Provider receives a complaint about the activity of a given User or in another event of doubts by the Service Provider as to compliance with the specificity of the Platform, the law and principles of social coexistence, User's actions.

4. The Service Provider has the right to suspend the provision of Services or terminate the Agreement for the provision of Platform Services also in relation to Users who are not Entrepreneurs, in the situations indicated in point 3 above, after prior unsuccessful summons to cease the violations with the appointment of a deadline for cessation of violations. The call referred to in the preceding sentence is sent to the User by road electronically via e-mail sent to the address indicated in the Account, as well as via messages on the Platform

VII. RESPONSIBILITY

The provisions of this section apply only to Users who are not Consumers:

1. The sole source of the Service Provider's obligations is these Regulations and mandatory provisions laws.

2. The liability of the Service Provider and the Organizer for the Services provided on the Platform towards Entrepreneurs are excluded to the extent permitted by applicable law and are limited to amount of 200 zlotys. In particular, the liability of the Service Provider and Organizer with for lost profits towards the Entrepreneur.

3. The Service Provider and the Organizer shall not, in particular, be liable towards the Entrepreneur for:

a. interruptions in access to the Platform, including those preventing the use of the Services, caused by necessity removing any failures, testing hardware and software, the need for maintenance;

b. technical problems related to the use of the Platform, arising for reasons beyond the control of the Service Provider or the Organizer, including those caused by force majeure or incorrect operation of the Internet,

c. unavailability of the Service Provider due to reasons the unavailability of the Platform on the part of the Service Provider or the Organizer,

d. damage suffered by the User, caused by incorrect data recording or reading, or any content,

4. The Service Provider and the Organizer are not and will not be liable to the Entrepreneur due to force higher, by which these parties understand extraordinary external events making it impossible to perform the obligations arising from the implementation of the Platform Service, which could not be foreseen or prevented by ordinary means, even with the proper addition diligence, in particular such as war, natural disaster, hacker attack, riots, strikes general, armed attacks, epidemics.

5. The entrepreneur is liable for any damage caused by the violation of the provisions of the Regulations, legal regulations or good manners. The Service Provider or the Organizer has the right to charge the Entrepreneur with possible costs of court proceedings and other sanctions that the Service Provider or the Organizer suffered as a result of the Entrepreneur's activity inconsistent with the Regulations, law or decency.

VIII. COMPLAINTS, CONSUMER WITHDRAWAL FROM THE CONTRACT AND OUT-OF-COURT METHODS DISPUTE RESOLUTION.

1. The consumer may withdraw from the contract, including the Contract for the provision of Services, without giving a reason by submitting a relevant declaration within 14 days. To meet this deadline, it is enough to send a statement before its expiration.

2. The consumer may formulate the declaration on his own or use the model declaration of withdrawal from the Agreement, which is an Annex to the Regulations.

3. The Service Provider reminds that in accordance with the Act on consumer rights, the right to withdraw from the Agreement by The consumer is excluded in the case of: Contract for the provision of Services, if the Service Provider has fully performed The service with the express consent of the Consumer who was informed prior to the commencement of the service that after performance by the Service Provider will lose the right to withdraw from the Agreement, as well as in the case of a contract for provision of accommodation services, other than for residential purposes, transport of goods, rental cars, gastronomy, services related to leisure, entertainment, sports or cultural, if the contract specifies the day or period of the contract.

4. The User may submit complaints regarding the Services provided as part of the Platform, and in particular them non-performance or improper performance.

5. Complaints may be submitted in writing or via e-mail to the Service Provider's addresses indicated in these Regulations.

6. In the complaint, the User should provide his name and surname, correspondence address, type and description the problem that arose.

7. The Service Provider undertakes to consider the complaint of each User within 30 days. When it would be impossible to consider the complaint within the time limits referred to in the preceding sentence, the Service Provider in these dates will inform the User about the new date on which the complaint will be considered. In the event of deficiencies in the complaint, the Service Provider will call the User to supplement it to the extent necessary in within 7 days from the receipt of the request by the User.

8. Complaints regarding the Events are submitted by the User directly to the Organizer

9. The consumer has, among others the following options for out-of-court treatment complaints and redress:

- is entitled to apply to the provincial inspector of the Trade Inspection with a request to initiate mediation proceedings regarding the amicable settlement of the dispute between the User and Service provider;

- can also file a complaint via the EU ODR online platform, available at: <http://ec.europa.eu/consumers/odr/>.

Information on how to access the above-mentioned The dispute resolution procedure and procedures can be found under the following at: www.uokik.gov.pl in the "Settlement of consumer disputes" tab.

IX. PERSONAL DATA PROTECTION

The Service Provider processes the personal data provided by Users in accordance with applicable law and in accordance with the Privacy Policy available on the Platform.

X. FINAL PROVISIONS

1. The platform is not an online intermediation platform and therefore will not be allowed to the provisions of the Regulation of the European Parliament and of the Council (EU) 2019/1150 of 20 June 2019 on promoting fairness and transparency for business users using online intermediation services

2. The Regulations are available in polish.

3. Copying or publishing these Regulations or parts thereof without the written consent of the Service Provider forbidden.

4. Unless mandatory provisions of law provide otherwise, the law applicable to the settlement any disputes arising under these Regulations is Polish law.

5. Any disputes arising under these Regulations, if the other party is not The consumer will be dissolved before the common court having jurisdiction over the seat of the Service Provider.

6. The content of these Regulations may be changed. Every consumer will stay about any changes informed by information on the Platform containing a list of changes and the date of their entry into force.

The date of entry into force of the changes will not be shorter than 14 days from the date of their announcement. In the event that the Consumer does not accept the new content of the Regulations, he is obliged to notify the Service Provider of this fact in to the e-mail address indicated in point I of these Regulations, within 14 days from the date of notification about changing the Regulations. Lack of acceptance results in the termination of the Agreement for the provision of Platform Services

7. The Service Provider may also present changes to the Regulations to Users who have an Account up to read and accept when logging into the Account. If the User does not accept the change off the Regulations The Account Management Service Agreement is terminated after 14 days from this refusal to accept, unless the User accepts it at that time. In such a situation changed the provisions of the Regulations apply to the User from the date of their acceptance.

8. Amendments to the Regulations concerning Entrepreneurs enter into force on the day of their publication on the Platform.