

PLAYER TERMS OF USE

Before proceeding to use the Player, the User is obliged to become acquainted with the Terms of Use, whose provisions prescribe the general terms and conditions of the licence agreement regulating the use of the Player.

1. DEFINITIONS

Licence	a licence agreement related to use of the Player, whose terms and conditions are prescribed in these Terms of Use
Video Material	a final form of the audiovisual work being a Vintom's product or a work played in the Player upon Vintom's consent, in particular creation of personalized audiovisual materials
Player	software created and owned by Vintom designed for playing Video Materials
Parties	User and Vintom
User	a user and holder of the Player
Vintom	Vintom Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw at ul. Krucza 50, entered in the register of entrepreneurs maintained by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register (KRS) under number KRS: 0000500804, Tax Identification Number NIP: 7010415226, National Business Registry Number REGON: 14713426400000

2. USING THE PLAYER

- 2.1. The Player may only be used for the purpose of playing Video Materials. Any other use of the Player, in particular for the purpose of playing video materials other than created as part of the co-operation with Vintom, shall be deemed gross violation of the terms and conditions of the Licence.
- 2.2. The Video Materials are placed in the Player upon order of third parties. Vintom shall not be held liable for their content, meaning, quality or legality. Vintom shall not, and is not obliged to, prove the Video Materials before it enables them to be played in the Player, in particular in terms of their legality or content. Any Video Material includes contact details of the entity liable for its content. If the User has any reservations as to a given Video Material, such reservations shall immediately be submitted to the owner of the Video Material.
- 2.3. In the cases resulting from agreements concluded independently from the Licence between Vintom and the User, Vintom may block access to the Player.

3. LICENCE

- 3.1. Access to and use of the Player in the form in which it is made available by Vintom is possible subject to observance of the Licence prescribed in these Terms of Use and the applicable legal provisions.
- 3.2. Upon the first installation, launch or proceeding to use the Player, a free of charge, global Licence shall be granted to the User. Vintom shall grant a non-transferrable and non-exclusive Licence related to the Player and its updates in the following fields of exploitation:
 - 3.2.1. launching and playing.
- 3.3. Under the Licence it is not allowed to:
 - 3.3.1. reproduce, disseminate, lend, rent, sell, share, dispose of or otherwise transfer the Player to a third person, in whole or in part;
 - 3.3.2. decompile, disassemble or reverse engineer the Player or create, modify, copy or reproduce the source code of the Player;
 - 3.3.3. translate, adapt, reorganise or create derivative works on the basis of the Player or otherwise modify the Player;
 - 3.3.4. refer to the Player or its use as part of works over software (including without limitation any scripts, codes or programs of functional properties or other elements resembling the Player or competitive to the Player);
 - 3.3.5. use the Player to disseminate unsolicited promotional or commercial content;
 - 3.3.6. publish the results of tests or comparative or performance analyses connected with the Player without prior written consent of Vintom.
- 3.4. No clause of the Terms of Use may be read as authorising the User to any act indicated as prohibited in clauses 3.3 and 3.5 of the Terms of Use.
- 3.5. The User undertakes not to perform any acts to manage the rights resulting from the Terms of Use to the benefit of third persons.
- 3.6. Vintom may block access to the Player if it suspects that the User misuses it.

4. LICENCE TERM AND EFFECTS OF ITS TERMINATION

- 4.1. The Licence shall be granted for the time in which the User may play the Video Material in the Player.
- 4.2. The Licence may also be terminated by Vintom at any time with immediate effect, in particular in the case of termination of the co-operation between Vintom and the User or misuse of the Player by the User.
- 4.3. Upon termination or expiration of the Licence granted to the User, the User is obliged to cease any use of the Player.

5. LIABILITY

- 5.1. Due to the fact that the Player is provided “as is” and is used by the Users at their own risk and liability, Vintom shall not give any guarantee as to its proper operation. In particular, Vintom shall not guarantee that the Player will be compatible or work with other software.
- 5.2. With regard to Users other than consumers, Vintom shall not be held liable for any damage resulting from the use or inability to use the Player, in particular, without limitation, damage resulting from lost

profits in the pursued activity, breaks in the activity or loss of information connected with the pursued activity.

5.3. With regard to Users other than consumers, Vintom shall also not be held liable for defects in the Player and their effects resulting from:

5.3.1. unauthorised access to the Player, in particular by third persons;

5.3.2. use of the Player against its intended purpose;

5.3.3. ddos and hacker attacks.

6. AMENDMENT TO THE TERMS OF USE

6.1. Vintom may amend these Terms of Use due to material reasons, whether legal (amendment of generally applicable law or change of the organizational form of Vintom) or technical (change of the operation manner of the Player or addition of new functionalities). The reason for any amendment to the Terms of Use shall each time be indicated in the manner described below.

6.2. The Users shall be notified on any amendment to the Terms of Use along with the reasons of such amendment via the website www.vintom.com 14 (fourteen) days before the new Terms of Use come into effect. During this time, the User who is a consumer should accept the new provisions of the Terms of Use or refuse to accept them. If the User who is not a consumer fails to terminate the Licence within the said time, the User shall be deemed to have accepted the Terms of Use in their amended wording without reservations.

7. FINAL PROVISIONS

7.1. Vintom reserves all rights which are not granted to the User in an express manner under these Terms of Use. The Player shall be protected under the copyright law and other acts on the protection of intellectual property. The Player shall be licenced and not sold.

7.2. The governing law for liabilities resulting from the Terms of Use shall be the law of the Republic of Poland. Any dispute resulting from the Licence or arising out these Terms of Use shall be subject to the law of the Republic of Poland. The Parties shall make every effort to settle any dispute resulting from or related to these Terms of Use in an amicable manner. If it is not possible for the Parties to settle a dispute amicably within one month, then such dispute shall be referred for final settlement to the common court with the jurisdiction over the registered office of Vintom, subject to the clauses below.

7.3. A consumer may take advantage of dispute resolution methods which are alternative to court proceedings (ADR), in particular through mediation, conciliation or arbitration (arbitration court). The list of institutions to which the consumer may refer for dispute settlement within the frames of ADR is available here: http://ec.europa.eu/consumers/solving_consumer_disputes/non-judicial_redress/national-out-of-court-bodies/index_en.htm

7.4. The consumer may also take advantage of out-of-court means of considering complaints and seeking claims by means of submitting his/her complaint through the EU ODR online platform available at: <http://ec.europa.eu/consumers/odr/>

- 7.5. If the consumer resigns from taking advantage from ADR or ODR, any disputes arising out of the Terms of Use will be settled by a common court with the jurisdiction determined according to the rules prescribed by a legal act applicable to the User being a consumer.
- 7.6. These Terms of Use shall come into effect as of 09.10.2019.