

## **RULES OF EAST NEWS SERVICE**

These Rules set forth the terms and conditions of e-services provided via the Website available in [www.eastnews.pl](http://www.eastnews.pl) domain, maintained by EAST NEWS sp. z o.o. with registered office in Warsaw, ul. Świętojerska 5/7, 00-236 Warsaw, a company entered into the Register of Entrepreneurs under no. KRS 0000193752, District Court for the Capital City of Warsaw in Warsaw, the 12<sup>th</sup> Commercial Division of the National Court Register, with fully paid-up share capital of PLN 55.520,00; tax identification number NIP 5220100597, email: [info@eastnews.pl](mailto:info@eastnews.pl); phone no. 22 211 10 00.

### **I. Preliminary provisions**

Definitions of the terms applied herein:

- 1) East News – owner of the Website
- 2) User – an individual using the Website, with full legal capacity, and also a legal person or an organisational unit without legal personality but with legal capacity conferred by the law.
- 3) Consumer – a User who is a consumer in the understanding of Art. 22<sup>1</sup> of the Civil Code.
- 4) Website – an organised IT platform connected to Internet, in particular allowing for concluding an agreement for using Image (s) through [www.eastnews.pl](http://www.eastnews.pl).
- 5) Images – available on the Website in digital form photographs, films, video and any other visual representations made with the use of digital technologies together with their descriptions, which are not recorded on a tangible carrier.
- 6) Description – a description of an Image, which may include information about limitations concerning the use of the Image by the User, also metadata associated with the Image.
- 7) Account – a User's space designated with a login and password within the IT system of East News, where the User's data are gathered.
- 8) Login – a string of characters identifying the holder of the account.
- 9) Password – a string of characters known to the User holding access to the account.
- 10) Order – a statement of the User's will, issued in order to conclude an agreement for using Image(s), placed via the Website by clicking "order with obligation to pay".

### **II. Types and scope of electronic services**

East News provides through the Website electronic services that comprise:

- 1) establishing, maintaining and deleting accounts on the Website;
- 2) distributing an online Newsletter;
- 3) accepting an offer inquiry and confirming the acceptance of an offer inquiry for Images via email;
- 4) concluding online agreements for using Image (s).

### **III. Cooperation with the ICT system used by East News**

1. The electronic services rendered via the Website are available to the User whose IT system fulfils the following minimum technical requirements:
  - 1) computer, laptop or other device with access to Internet;
  - 2) up-to-date Internet browser, recommended are Mozilla Firefox or Google Chrome;
  - 3) access to email;
  - 4) computer programme to access ZIP-format files.
2. The costs of utilising remote communication means to use the Website shall be borne by the User.
3. The use of electronic services involves the risk of having the IT system infected by unwanted software the purpose of which is to cause damage (malware, spyware, worm).
4. To avoid threats relating to unwanted infections of the IT system, the User should install anti-virus software on devices used by him/her. The anti-virus software should be updated on a current basis.
5. East News reserves the right to perform maintenance works of the IT system, which can result in obstructions in the availability of the services, or render such services unavailable, of which the Users shall be notified at least one day in advance.
6. East News shall not be liable for lack of access to the Website for causes beyond the control of East News. In exceptional cases that affect the safety and stability of the IT system, East News has the right to temporarily cease or limit the services, without earlier notice to the Users, and to undertake works to restore the safety and stability of the ICT system.
7. Save for limitations arising out of the mandatory regulations of law, East News shall not be liable for any damages caused in connection with the Website or its use or inability to use the Website by the User or in connection with improper operation, errors, disturbances, computer viruses, failure of the line or IT system.

8. East News shall not use devices or software to uphold the delivery of services without the User's knowledge and consent.

#### **IV. Terms of electronic services**

1. Before using an electronic service, the User agrees to abide by these Rules by checking a relevant field on [www.eastnews.pl](http://www.eastnews.pl), which is understood as the User's full acceptance of the conditions and terms hereof.
2. The User shall use the Website in accordance with the law, respecting personal rights and copyrights and regulations regarding the protection of databases.
3. The User shall not deliver any contents of an unlawful character.
4. The User shall not copy, process, distribute, store any elements of the System or its entirety, including technical solutions, Images and their parts in any manner or form whatsoever without the prior consent of East News.
5. Images available through the Website can be viewed free of charge, without registration and without an account.
6. The User, as a consumer, before concluding an agreement for electronic services with East News, agrees to make payment prior to the end of the term for withdrawal from the agreement by checking a relevant option in the selection box. East News hereby informs and reserves that by agreeing as above the User forfeits the right to withdraw from the electronic agreement regarding the use of Image (s).

#### **V. User account**

1. To conclude an agreement for electronic service comprising a user account on the Website, it is necessary to complete the registration process:
  - on the main page of the Website the User must click the "Register" icon,
  - the User then must fill out the registration form, in particular the required fields, indicating the login (identifying the User), his/her email address and password,
  - the registration procedure is completed after the email address is verified – for this purpose, the User has to click on the link in the email sent to the User's address after filling out the registration form.
2. The login and password constitute a trade secret which the User is required to respect, in particular the User shall not disclose the login and password to any unauthorised persons. The User shall be liable for inadequate protection of login and password.
3. The user account service is provided on a free-of-charge basis for unlimited time.

4. The agreement for electronic service comprising a user account on the Website, which is an agreement for indefinite time, of a continual character, can be terminated by either Party upon a 14-day period by way a notice of termination sent to the other Party's email.

#### **VI. Newsletter**

1. The Newsletter is a form of electronic communication containing recent news, which can include promotional or commercial contents.
2. The newsletter service is provided on a free-of-charge basis for unlimited time.
3. Promotional or commercial information shall be considered ordered if the User has agreed to receive such information and provided for this purpose an email address identifying him/her and consented to the processing of his/her personal data for the abovesaid purpose.
4. Information about the email address and consent for data processing is voluntary, but necessary for the User to be able to use the service.
5. The User can opt to stop receiving the Newsletter any time by sending a notice about opting-out of the service to the email of East News.
6. Opting out of the Newsletter by the User or ceasing to publish the Newsletter by East News shall be construed as the termination of the agreement for electronic services in the form of a Newsletter.

#### **VII. Accepting and confirming the acceptance of an offer inquiry via email**

1. The User shall send offer inquiries via email to the address of East News: [info@eastnews.pl](mailto:info@eastnews.pl).
2. East News shall send to the User's email confirmation that an offer inquiry has been received, sending information and documents relating to the offer process and conclusion of an agreement for the use of Image (s).

#### **VIII. Making Image (s) available under an agreement concluded online**

1. Information about the Images on the Website, in particular the fee of East News, comprise in accordance with Art. 71 of the Civil Code an invitation to conclude through electronic means an agreement regarding the use of Image (s) (clauses VIII – X of the Rules).
2. If an agreement regarding the use of Image (s) is concluded through electronic means East News shall grant to the User – for a fee – a non-exclusive, non-assignable licence for single publication of the Image in manner specified in the Order, without the right to grant further licences, for a period of one year.

3. The fee for East News shall comprise a licence fee that includes a fee for the grant of a licence to use the Image and a service fee for the agency service making the Image available through the Website.
4. In the case of an Image with a stipulation in the Description, i.e. EDITORIAL USE ONLY \*\*\* NOT LICENSED – SERVICE FEE FOR DISTRIBUTION, East News shall charge a fee only for the agency service of making the Image available through the Website (service fee) and shall not grant a licence to use the Image.
5. The fee presented on the Website is quoted in Polish currency (PLN) as a gross amount, i.e. with VAT added, except that in the English version of the Website addressed to Users with registered offices abroad, the total fee is presented in euro currency as a net amount and a gross amount, i.e. with VAT in accordance with the provisions of law prevailing in Poland, and an Order placed via that language version of the Website requires a payment in euro.
6. East News reserves the right to refuse to conclude an agreement for the use of Image (s) without specifying causes.
7. Save for limitations arising out of mandatory regulations of law, the liability of East News for damages caused in connection with the agreement concluded online for the use of Image (s) is limited to the fee paid by the User for a particular Image.

#### **IX. Concluding an agreement for use of Image (s)**

1. The agreement for use of Image(s) can be concluded by East News by electronic means only with a User who places an Order through the Website.
2. To place an Order the User must choose Images and the method of their usage by checking a relevant field and then fill out an online Order form with data necessary for completing the order, in particular the User's email address, project name and payment form, based on the displayed messages and information available on the Website.
3. Online orders can be placed on a 24/7 basis.
4. Before an order is placed the User is presented with information about the agreed terms of agreement, in particular data of East News, number of Images, methods of using the Images, total fee to be paid together with VAT and duration of the agreement.
5. When placing an Order for Images, the User agrees to make the payment prior to the term for withdrawal from the agreement by checking a relevant option in the check box. East News informs and reserves that by agreeing to the above the User forfeits the right to withdraw from the agreement for use of Image (s) concluded online.

6. The User can download the Image after the fee due and payable to East News according to the Order is paid by the User.
7. Failure to pay the fee according to the Order shall be understood as the User's decision not to conclude an agreement for the use of Image(s).
8. The User can pay the fee via Przelewy24.pl, PayPal or Stripe payment systems.
9. Certain payment options may be temporarily unavailable, of which East News shall inform the User before the start of the Order procedure. The User can choose from payment options available at the time of placing the Order.
10. The User shall download the Image via a link to a ZIP-format file sent automatically by the Website after the User makes the payment, to the email address indicated by the User in the online Order form.
11. The link to the aforesaid ZIP-format file is valid for 24 hours from the moment it is sent to the User by the Website, during which the User should download the ZIP file with the ordered Images to his/her device to use according to the Order.
12. East News shall send to the User's email address a confirmation that the agreement has been concluded, with key terms and information, including information about the consent to supply digital content in circumstances resulting in forfeiture of the right to withdraw from the agreement.
13. The User agrees that scans of settlement documents such as VAT invoices, adjustment VAT invoices, can be issued and sent to the User to their email address. This consent authorises East News also to issue and send VAT invoices in electronic form.
14. The User's costs relating to Internet access and data transmission shall be borne exclusively by the User.

**X. Using Image(s) under an agreement for the use of Image(s) concluded electronically**

1. East News warrants that the Images feature the properties indicated in the Description available on the Website.
2. The User is required to adhere to all limitations regarding the manner of using the Image specified in its Description.
3. Images shall not be used for any unlawful purpose or in a manner infringing personal rights, copyrights, trademarks or service marks, or in connection with pornography or popularisation of totalitarianism. The use of Images for sensitive topics is subject to the prior written consent of East News, including also topics which can present the object of the Image in a negative or unfavourable light or expose to ridicule, and for topics relating to sex, overuse of substances, physical

or psychological abuse, alcohol, drugs, AIDS, cancer, severe physical or mental disorders, or discrediting a person or a thing.

4. To publish an Image the User is required to place the following information: “(name and surname of the author of the Image)/(name of the agency, e.g. East News)”, unless the Description of the Image stipulates otherwise. The above information can be placed where it is customarily displayed.
5. East News does not grant any permits, consents or guarantees regarding the use of the image of individuals, trademarks, service marks, external forms of products, objects, sites, works of art or architecture presented on the Images. The User shall be responsible for obtaining all required permits and consents.
6. The User shall be liable for any unauthorised use of the Image(s) and for damages resulting from the breach of copyrights, personal rights or restrictions in the use of the Image(s) as set forth in the Description of the Image, and also under these Rules, the agreement or provisions of law.
7. East News reserves all rights that have not been expressly granted to the User.

#### **XI. Complaint procedure**

1. East News shall undertake measures necessary for proper and adequate operation of the Website within the scope as arises out of current technical knowledge, also IT.
2. Complaints and questions regarding the provision of electronic services can be sent by the User to the following email: [info@eastnews.pl](mailto:info@eastnews.pl).
3. The complaint report should include as much information regarding the subject of complaint as possible, and also the User’s email address.
4. East News shall consider the complaint without delay, no later than within 30 days from its receipt, by sending a response to the User’s email.

#### **XII. Non-court methods of considering complaints and seeking claims by Consumers**

1. Information about non-court methods of considering complaints and seeking claims by Consumers and also about rules of accessing such procedures is available in the offices and on websites of powiat (municipal) consumer ombudsmen, social organisations tasked with the protection of Consumers, Voivodeship Inspectorates of Trade Inspections and on the website of the Office for the Protection of Competition and Consumers: [www.uokik.gov.pl](http://www.uokik.gov.pl).
2. The consent of both parties to the dispute is required for proceedings regarding non-court dissolution of disputes.

### **XIII. Protection of personal data of individuals using online services**

1. The administrator of personal data of the Users using the [www.eastnews.pl](http://www.eastnews.pl) Website is East News sp. z o.o. with registered office in Warsaw.
2. Personal data of the Website Users are processed in accordance with the personal data processing clause displayed on [www.eastnews.pl](http://www.eastnews.pl).

### **XIV. Final provisions**

1. In matters not regulated in these Rules, the provisions of the Polish law shall apply.
2. East News reserves the right to introduce changes in these Rules for important reasons in the event of:
  - changes in the provisions of law applicable to these Rules,
  - change in the manner of providing electronic services for technical or organisational causes,
  - changes of data of East News.
3. Changes in these Rules shall come into force not earlier than upon the lapse of 14 days from the date of their publication on [www.eastnews.pl](http://www.eastnews.pl), indicating the date of publication and effective date of those changes. The use of the Website by the User shall be understood as acknowledgement and acceptance of those changes.
4. If a User does not have an account on the Website, he/she shall be bound by changes in these Rules provided that such changes have been published 14 days before the conclusion of the agreement for electronic services.
5. If a User does not have an account on the Website, he/she shall be bound by changes in these Rules provided that within 14 days from the date when the new Rules are sent to his/her email the User does not issue a notice regarding termination of the agreement for electronic services with immediate effect.
6. Any disputes between East News and the User who is not a Consumer shall be resolved by a competent court with jurisdiction for the registered office of East News.
7. The contents of these Rules are available on [www.eastnews.pl](http://www.eastnews.pl).
8. These Rules can be obtained, recorded and accessed at any time by way of printing, saving on a carrier or downloading in PDF format from the website and saving in the computer's memory. The rules of providing electronic services – [PDF file](#).

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