

TERMS AND CONDITIONS

for the e-service Portal Multimedialnych Publikacji

§ 1

Definitions in the Terms and Conditions

Administrator – the company Portal Multimedialnych Publikacji spółka z ograniczoną odpowiedzialnością with its registered seat in Poznań at ul. ul. Kiemliczów 3; 60-174 Poznan, registered in the District Court Poznań - Nowe Miasto and Wilda, VIII Commercial Division of the National Court Register under the number 0000418092, holding tax identification number 7792405376 and REGON number 302096087

User - an entity using the Website;

Consumer - natural person performing a legal act not directly related to its business or professional activity;

Website - Internet Website at www.filesgrape.pl, under which the e-service is provided

E-service - Project titled "Multimedia Publications Portal - creating a tool for authors (also in the case of multi-author publications) to benefit from the published content and for customers to obtain content guaranteeing a high quality of downloaded materials" implemented under the Operational Programme Innovative Economy, Measure 8.1 by the company Portal Multimedialnych Publikacji Sp. z o.o.

§ 2

Using the Website

1. The proper functioning of the Website requires a fixed or mobile end device with access to the Internet. A desktop should be equipped with an updated Web browser Internet Explorer 8 or higher, Firefox 4 or higher, Google Chrome 10 or higher, Safari 4 or higher, Opera 10 or higher, enabled cookies and javascript. Mobile terminals should be equipped with Android version 2.0 or higher or IOS.

§ 3

Users

1. Use of the Website requires registration by the User and setting up an Account. Registration and setting up an Account are voluntary, but without them the use of all functionalities of the Website will not be possible. In order to create an Account it is necessary to register by filling out the online form fields visible during registration at [...]. Upon registration and acceptance of the Terms and Conditions, the Administrator accepts an offer to conclude an agreement and an agreement for the provision of electronic services is concluded. The agreement is concluded for an indefinite period. The User has the right to terminate the agreement without indication of reason at any time with immediate effect. Termination of the agreement includes the deletion of User Account by filling out a form deleting User Account and its approval.

2. In connection with the use of e-services the User may incur costs associated with access to the Internet and data transmission, according to the tariff of their choice provider through which access to the network is implemented.

3. For some services provided through the Website, the Administrator charges a fee, the amount of which is indicated in the Price List. User is informed of the amount of the fee and the fact of its collection by displaying the message on the Website before entering into an agreement for the provision of fee-based service. The price includes all items, in particular taxes. The deadline by which price information is binding is given each time in the price list. Payment of the price shall be through the use of micropayments module implemented to

the e-service. Payment is made through the Payments Operator - the company [...] and requires acceptance of the Terms and Conditions of the Operator. The User receives an electronic confirmation of payment of the price.

4. Registered User gets full access to the following functionalities of e-service:

Distribution platform functionality - providing users with e-tool constituting a distribution platform for independent placement of files in different formats, with the ability to login / customize, make payments, comment on the transactions and evaluate assets of purchased goods.

User profile functionality allowing authors and recipients to use other functionalities of e-service. Creating a user profile before making a purchase will be connected with a number of privileges such as the ability to participate in promotions, the creation and use of shelf function, fuller use of the search engine (hint system based on purchase history / searches).

Multi-author publication functionality allowing creation of one-off and regular publications, the creation of which may involve many authors.

Periodical functionality based on the multi-author publication functionality giving the opportunity for more advanced format editing (creating master-layout in force in upcoming issues, creating permanent columns)

Shelf functionality – when creating a profile, purchased content will be available on the shelf - the user will be able to return to it at any time.

Publication database functionality with multi-criteria search engine that uses data from multiple sources (multisourcing) and recursive heuristic algorithms for search optimization taking into account individual preferences of individual users

Functionality of entering and editing content by authors

Placement functionality, through which authors will have the opportunity to position content published by the author directly on the portal (banner, information on the homepage or on the thematic pages).

Content conversion functionality, which gives the ability to download content in different formats (converting to different formats)

Copyright validation functionality - a decision tree based on a set of questions and answers prepared on the basis of current legal status for determining whether a user can publish a specific file and reap the benefits of its share.

Assessments, comments and recommendations functionality integrated with social networking sites giving authors the opportunity to obtain feedback.

Subscription functionality - automated information forwarding about new content published by the author goes directly to potential customers (match by subject, author, etc.).

Functionality allowing the author to assign publication to a specific place and reach the recipients with the information that there is content related to this location

Sample functionality: the possibility of sharing free samples of published content (part of the work, an image of reduced resolution, etc.)

§ 4

Terms and conditions for posting materials

The User posting any material on the Website declares that they enjoy copyright to these materials, or they are not subject to copyright protection and that their posting does not infringe intangible or property rights of third parties. It is forbidden to post illegal

content on the Website violating the mandatory law or the rights of third parties. In case of violation of this prohibition, the Administrator has the right to block access to material posted and block the User Account.

§ 5

Complaints

1. In case of finding any irregularities in the functioning of the Website or other irregularities linked to the provision of e-services, the User can file a complaint to the Administrator. Complaints may be submitted in writing to the Administrator or by e-mail to reklamacje@filesgrape.pl. The complaint should specify the nature of the irregularities. The Administrator will consider the complaint within 14 days of its receipt and inform the User about the outcome of its examination.

2. The complaint should contain the data enabling responding to it, namely: at least User's name (company name), specification of the subject of complaint, specification which period the complaint relates to, User's signature when making any complaint in writing. If the details given in the complaint are incomplete and prevent its examination, the Administrator will ask the User for their supplementing, in particular providing Administrator with additional information or clarification. In this case, the deadline for replying to the complaint shall be counted from the date of obtaining a response from the User. In the absence of such a response within 14 days, the Administrator will address the complaint within the next 14 days based on the information available.

3. The Administrator shall respond to the complaint in electronic form to the User's e-mail or in writing, to the address specified in the complaint.

§ 6

Special rights of consumers

1. The Administrator informs that the Consumer may, within 14 days from the date of the agreement withdraw from the agreement without giving any reason and at no cost. To comply

with this deadline, it is enough to send a statement before its expiry. In the case of a contract for the supply of digital content which is not stored on a tangible medium, the right of withdrawal is not granted if the performance has begun with the express consent of the consumer before the deadline of withdrawal from the contract and after being informed by the entrepreneur about the loss of the right of withdrawal from the contract.

2. In the event of withdrawal from an agreement, it is considered null and void and the consumer is released from any obligations. What the parties rendered shall be returned unchanged, unless a change was necessary in the ordinary course of business. The return will take place immediately, not later than in fourteen days. If the consumer has made any advance payments, they are entitled to statutory interest from the date of prepayment.

§ 7

Terms and conditions for the use of Users' personal information

1. Provision of the service requires the User to provide the following data:

- 1) surname and first names of the customer,
- 2) PESEL number or - if this number has not been assigned - number of passport, identity card or other document confirming identity,
- 3) address of permanent residence,
- 4) mailing address, if different from the address referred to in point 3,
- 5) electronic addresses of the recipient.

2. The Administrator can process the following data characterizing the manner of the User's use of the electronic service (operating data):

- 1) User identification markings
- 2) denotations identifying the telecommunications network terminal or data communications system that was used by User
- 3) information about the start, end and scope of the respective use of the electronic services
- 4) information about the User using the electronic services.

3. The Administrator cannot process User's personal data after ending the use of the electronic service. It is permissible, however, to process the data which are:

- 1) necessary for service settlement, and pursuit of claims for payment for use of the service.
- 2) necessary for the purposes of advertising, market research and the behaviour and preferences of Users, with use of the results of the study to improve the quality of services provided by the Administrator, with the consent of the User,
- 3) necessary to clarify the circumstances of unauthorized use of a service,
- 4) accepted for processing on the basis of separate laws or agreement.

4. For the purposes referred to in point 3, it is allowed to aggregate the data listed in point 1 and other data whose processing is necessary due to the property of the service or method of its settlement, regarding the User's use of various services provided by electronic means, on condition that all marks identifying the User or the telecommunications network terminal or ICT system used are removed (anonymisation of data), unless the User has given prior consent to not remove these marks.

5. Administrator cannot compile User's personal information with the pseudonym chosen by them.

6. With regard to the data related to the settlement of service presented to User, Administrator will not disclose the type, duration, frequency and other technical parameters of individual services used by the User, unless the User has requested detailed information in this regard. It is permissible, however, to aggregate the data necessary to provide the service

7. At the request of the User, Administrator will provide them with information on the available technical means to prevent the acquisition and modification by unauthorized persons of personal data transmitted electronically. Providing information will be effected by sending it to the e-mail address provided by the User.

§ 8

FINAL PROVISIONS

1. Access to these Terms and Conditions is unlimited and free for anyone interested in its content, and for the Website Users. The Terms and Conditions are available on the Administrator's website www.filesgrape.pl in a format that allows the download to the end device, getting acquainted with its contents, copying it and printing without installing additional software. Also, any submissions of the parties making up the content of an agreement for the provision of electronic services shall be recorded and made available to User by making records in the User Account which the User can access at any time. The Website enables correction of errors in the data entered by the User. For this purpose, after their entering, and before approval the data will be displayed to the User in a summary form on the end device's screen. In the event of noticing errors, the User can correct them before approving the data entered. Errors relating to the User's failure to provide the details necessary to conclude the agreement are recorded in an automated manner by the Administrator's software and will result in failure to validate the details and thereby to conclude the agreement until the time of their entering. After logging in to User Account the User has the possibility of independent viewing and correcting errors relating to their data in the "User data" tab.
2. The agreement for provision of services is concluded in Polish. Agreement entered into by users of other language versions of the Website is concluded in those languages.
3. Administrator will inform the User of changes to the Terms and Conditions prior to their introduction. User has the right to refuse acceptance of the amendments to the Terms and Conditions. This results in termination of the agreement for provision of services with a 30-day notice.