

NuPlays Terms of Use

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These rules specify the terms and conditions of the use of the website operated under the name of NuPlays run in the domain of nuplays.com, hereinafter called the Service Provider or NuPlays and the rules of use of the services provided electronically within the services provided under the domain of nuplays.com by NuPlays.

1. Definitions

IP Address - is a unique number allocated to the network interface based on IP, assigned by Internet provider.

File - means an electronic file containing sounds, visual, audiovisual, graphic or photographic content entered to the System by the User who stores it in the System and administers it within the hosting services referred to in the point 2.1 of the Rules.

Fan – means Service User who is a consumer as understood in Art. 22 (1) of the Civil Code, i.e. an individual taking legal action which is unrelated to his/her business or professional activity as well as taking advantage of Fan Account

Form – means online form used by NuPlays allowing the User to transfer data to the Service Provider (including personal data as referred to in Act on Personal Data Protection dated 29 August 1997), the data being required to register, set up a User Account and use the Services.

Forum – stands for the space made available by NuPlays on its website for Users to post opinions and is a comments system called Comments Box implemented in the System and integrated with Facebook or any other system for comments publication by the Users.

User Account – service provided electronically and featuring functionalities stipulated in point 2.1 of these NuPlays Terms of Use and enabling the Service User to use other services, including storing User Materials. User Account is the site connected to the Service User and solely available to this Service User.

Seller Account – Service User Account dedicated to Sellers, featuring functionalities related to presenting offers, concluding and settling Transactions

Materials - all kinds of data including text and graphic content, visuals, audio and audiovisuals, databases and the applications included or shared in the content of the Website by NuPlays or through NuPlays;

User Materials –all kinds of data, including Files, Offers, text and graphic content, any other non-File records, databases User-entered into the System, or made available by the Service User to other Users

Offers - means offers made by the Seller directed at the Fans concerning paid sharing the Files with the Fans as well as Transfer, Goods' purchase and paid or unpaid acquisition of Accompanying Entitlements;

User Profile - means space on the Website made available to the User who sets up a User Account, stores, archives, presents and administers User Materials as well as the data on the User's activity on the Website. User Profile is the site connected with the Service User and made available to other Users by this Service User.

High Quality Files - means 320 kbps MP3 files

Terms of Use- means these NuPlays Terms of Use, which provide rules of electronic services within the meaning of point 8 (1) of the Act of 18 July 2002, on the provision of services by electronic means (Journal of Laws of 2002, No. 144, item. 1204, with subsequent amendments)

Website - means the service website known as NuPlays conducted by the Service Provider domain nuplays.com together with all related sites, according to the features offered on the Website and its contents. The Website is based on NuPlays IT system comprising space on servers remaining at NuPlays disposal, as well as other means of computer data hosting and software. The System executes the features of the Website.

Seller – means Service User who takes advantage of Seller Account and by means of the Seller Account he/she can offer the Fans his/her Offers and conclude Transactions with the Fans; Seller can solely be an entity which is not a consumer as referred to in Art. 22 (1) of the Civil Code;

Accompanying Benefits- goods or services accompanying the main entitlement being the subject of the Offer in terms of File, Transfer or Goods.

Goods - means rights, goods, or services other than Files and Transfers offered by the Seller within the Offer by means of User Profile

Transaction - is an agreement entered into by the Seller and the Fan, the subject of which is the Seller Offer's subject, concluded on payment by the Fan for the Offer selected.

Transfer- means data transfer (streaming) including content determined in the Offer description and the possibility to play the content by the receiver on connection to the Internet in real time. Data transfer is sharing sets of data by means of Internet and simultaneous downloading by the receiver and accessing the content while being connected and downloading. Every set of data includes the amount of information sufficient to play a certain part of the content. The transfer takes place separately for every receiver.

Services - means services provided electronically by NuPlays within the operation of the Website, as defined in point 2.1 of these Terms of Use

User - means any individual having full legal capacity, an individual with limited legal capacity acting with the consent of his or her legal representative, legal person or organizational unit with no legal personality which takes advantage of the Website and its Services.

NuPlays Reward Points- means the points awarded to the Fan purchasing the subject of the Transaction from the Seller, based on the Transaction;

NuPlays MEGAoffer - means a system of rewards and benefits granted by NuPlays to NuPlays Fans, depending on the Reward Points accumulated by the NuPlays Fan.

2. Services

2.1 NuPlays services provided within the operation of the Website are:

2.1.1. The service of Fan Account which provides the Fan with the following basic features in the System:

- a / possibility to store User Materials, including Transaction Subjects as well as the access to them via desktop and mobile devices,
- b / possibility to publish data on his/her own activity in the User Profile as well as the possibility to download and store User Materials shared free of charge by other Users,
- c / possibility to conclude Transactions with the Sellers regarding the Offers made, especially the possibility to Purchase Transaction subjects by Fans from the Sellers compliant with the rules of These Terms Of Use and Offer descriptions.

2.1.2 The service of Seller Account which provides the Seller with the following features in the System:

- a / possibility to store User Materials, including Offers as well as the access to them via desktop and mobile devices,
- b/ possibility to manage User Materials, including Offers, especially in terms of archiving, presenting, sharing in User Profile,
- c / possibility to offer the Fans the Transaction subjects compliant with the rules of The Terms Of Use and Offer descriptions as well as the possibility to enter into transactions with the Fans compliant with the rules of The Terms Of Use and Offer descriptions, their settlements and receiving statistics regarding the Transactions concluded.

2.1.3 The service of User Profile, by means of which the User can store, archive and present User Materials, as well as manage them, especially in terms of making them available to other users and sharing information on his/her own activity in the Service Website.

2.1.4 The service of Forum which provides the Service User with the possibility to use Forum under the rules of these Terms of Use

2.2 NuPlays provides the Service Providers under hosting rules with the platform enabling to store User Materials by Service Providers and their exchange with other Service Providers. The Service Provider only ensures technical resources in the form of possibility to access and use the Services, and exclusively the Service User decides about the way the Service will be used and the User Materials stored. The Service Provider shall neither track the content of User Materials, the data transferred between Service Users nor possess the knowledge of the data stored and possibility to control it.

2.3. Regardless of the Services referred to in point 2.1. NuPlays service provided through the Website is the participation in MegaOffer to which those entitled are the Fans who have accumulated the appropriate number of NUPAYS reward points.

2.4. A User who uses the features of the Website in part, access to which requires no registration process, especially to the Materials and User Profiles made public, is bound by the rules applying to the part of the Service Website specified in the Terms of Use, in particular the terms and conditions of accessibility and use of Materials and the rules of the availability of Files and User Offers. The principles covered by these Terms of Use apply to any User who decides to use the Website.

2.5. The Seller who intends to share User Materials, including make Offers to Fans, shall set up and maintain a User Profile. The Seller shall share User Materials and Offers via his/her User Profile. The Fan may set up and maintain User Profile.

2.6. Those eligible to be the Users are those individuals who are at least 18 years of age and have full legal capacity, legal persons and organizational units with no legal personality. The Users may also be the persons who are at least 13 years of age, and not yet 18 years, with their rights and duties subject to the regulations of applicable laws.

3. Registration

3.1. The condition to use the Services is the registration of the User in the Website as a Fan or a Seller. The registration takes place through completing and submitting a Form and accepting the provisions of these Terms of Use. Accepting the provisions of these Terms of Use constitutes the User's declaration of intent to be bound by the provisions of these Terms of Use. On accepting electronically the provisions of these Terms

of Use, the User enters into agreement with NuPlays on electronic service provision as referred to in these Terms of Use.

3.2. Registration on this website is provided separately for the Fans and the Sellers.

3.3 Upon registration with System, the Fan is granted access and possibility to take advantage of:

- a/ the service of Fan Account and
- b/ the service of User Profile and
- c/ the service of Forum and
- d/ the service of Megaoffer

3.4 Upon registration with System, the Seller is granted access and possibility to take advantage of:

- a/ the service of Seller Account and
- b/ the service of User Profile and
- c/ the service of Forum

3.5. The User declares that all the data that is entered in the Form is true, up-to-date and complete. In order to conclude the Transaction, purchase the Transaction subject and access the Megaoffer's benefits, the Service User may be required to provide additional data (e.g. delivery address). In such case, the Service User declares that any additional data, which the User provided voluntarily in order to conclude the Transaction, receiving the Transaction subject, accessing Megaoffer's benefits is true, up-to-date and complete.

3.6. The User agrees not to disclose his or her User Account and User Profile details to any other persons except the situation where the Seller is a legal person or organizational unit with no legal personality, in which case certain physical persons holding the relevant Power of Attorneys to represent and use the Website may act on behalf of and for the Seller.

3.7. The User agrees to use the utmost care to protect the User account name (login), and the User's password to prevent unauthorized access. In particular, the User agrees not to disclose his or her login and password to other unauthorized Users and to use security software to protect against unauthorized access to data contained in the devices used by the User.

3.8. The Seller is fully liable for any factual and legal actions taken as a part of the features of the Website by third parties using his/her Seller Account, and / or User profile and the data contained therein, in particular in the administration of User Materials and their sharing. The Seller accepts full responsibility for such acts carried out using his or her assigned Seller Account and User Profile and the data contained therein, as for his or her own actions.

3.9. The processing of personal data of Service Users is determined by point 11 of these Terms of Use.

3.10. In order to use the Website it is indispensable to have a device with access to Internet featuring up-to-date browser and serving JavaScript, Adobe Flash and cookies.

4. The duties of the Service User

4.1. The Service User is obliged to:

- a/ respect these Terms of Use and any other applicable laws when accessing and using the Website and the Services
- b/ secure the access to the Services, using them, including secure passwords used when accessing and using the Services and not disclose them to unauthorized persons; the User is liable for any data security infringement caused by his/her inappropriate security ensuring of the access to the Services and using them,
- c/ update promptly the information included in the Form,
- d/ notify the Service provider promptly of detecting unauthorized access to the Website or the Services, unauthorized usage of the Website or the Services or any other security infringement,
- e/ obtain relevant rights, including copyrights to use the User Materials the way they are used in the Website, compliant with its functionalities, especially ensure the rights for the Service provider, the Service subproviders to the extent required to provide the Services, as well as for the fans to the extent required to purchase the User Materials.

4.2. The User solely is liable for the User Materials.

4.3 The User shall use the Services in a way that abides by the law, the rules of social coexistence and good practice as well as respects the rights of third persons. The User shall especially not violate:

- a/ personal data privacy
- b/ personal goods, including image, the right to privacy or confidentiality of correspondence,
- c/ intellectual property rights, including author's and related rights (including propriety rights and moral rights) and industrial property rights (including rights in inventions, trade marks, service marks, rights in design, topography rights) and rights in know-how
- d/ rights in confidential information, including the industry and company secrets
- e/ data security, including the information processed in Telecom/IT systems,
- f/ public order, the rules of social coexistence and good practice especially through posting or dissemination of particular content, including fascist or promoting any other totalitarian content, hatred based on nationality, ethnicity, gender, race, religion, coarse or offensive language,

g/ rights of the Service provider and other Users through any kind of activity which could disturb or interfere with the operation of the Website as well as using the Services in a way that is onerous to other Users

5. The rules of concluding Transactions

5.1 Seller shall make the Offer on the following principles:

a / the Seller who provides the Offer is obliged to provide complete and accurate description of the Offer subject, as well as all the information required by law, including the law of consumer protection. By creating the Offer and the Transaction description, the Seller determines the general conditions of the contract concluded with the Fans. The Seller is responsible for providing in the Offer description all the information required by law, in particular the law of consumer protection, as well as taking other complementary actions required by law in the case of transactions with consumers. NuPlays has no influence on the content of the Offer; the Seller assumes full liability for the content entered by him/her in the Offer, including the liability for any errors or inaccuracies contained in the Offer,

b / By making the Offer the Seller declares that the sale of the Offer subject and its use after the conclusion of the Transaction by the Fan does not violate applicable law or the rights of third parties, and that the Seller is entitled to enter into and execute an agreement on the terms specified in the Offer and according to the purpose of the contract set out in the Offer,

c / The Seller shall in each case specify the subject of the Offer, which may be the Files, Transfers or Goods, as well as the Accompanying Benefits, the price for the Offer subject, as well as information about the number of NuPlays points the Fan will be awarded on the purchase of the Offer,

d / Within the presentation of the Offer subject the Seller shall provide in the User Profile the opportunity to play the Files of up to 90 seconds in relation to the Offer, the subject of which are the Files.

5.2 The Fan who wants to enter into Transaction with the Seller in respect of the Offer desired shall proceed as follows:

a / the Fan accepts the Offer by clicking the "BUY" button

b / the Fan from his/her Fan Account (with logged-in status) verifies the correctness of his/her chosen Offer subject and after verifying and correcting any errors, confirms the order of the selected Offer and chooses the method of payment through the payment provider,

c / the Fan is next redirected to the payment provider. Use of the services of payment providers are set out in point.10 of these Terms of Use. The Fan pays for the Offer subject via the payment provider.

d / In case of failure to make the payment by the Fan via the payment provider the Transaction is not concluded,

e / On payment by the Fan via the payment provider the Transaction between the Fan and the Seller is concluded.

f / After the Transaction is concluded, the Fan and the Seller receive confirmation of the Transaction, which includes the data on the other Party.

g / The Transaction is concluded under the conditions specified in the Offer and the language in which the Offer terms and conditions are indicated. Contractual terms and conditions specified in the Offer on which the Transaction was concluded are available in the Transactions history on the User Account.

5.3 The subject of the paid Transaction of the File are High Quality Files.

5.4 NuPlays charges the Seller its remuneration for the Transaction conducted in accordance with point 10 of these Terms of Use and with the amount specified in the appendix to these Terms of Use (NuPlays remuneration) published on the Website on the <https://nuplays.pl/seller/content/price-terms>. Using the Services for the Seller and for the Fan as described in point 3.3. and in point 3.4. of these Terms of Use is not possible within one User Profile. The User who takes both forms of using the Services under these Terms of Use, sets up two separate User Accounts, i.e. a Seller Account and a Fan Account and operates through two separate User profiles as a Seller or a Fan. An act of taking legal actions, including Transaction between Seller Account and Fan Account and assigned to them respectively User Profiles belonging to the same person shall be deemed a serious breach of the principles of these Terms of Use.

5.5 The Service User acknowledges and agrees that all Transactions concluded by the Service User within the Website are his/her own obligations to other Users.

5.6 NuPlays is not a party to any Transaction. NuPlays does not provide intermediary or agency services. NuPlays provides Users with a platform through which they can conclude Transactions.

5.7 Users are responsible for their conduct within the operation of the Website as well as for due execution of the Transaction entered into by themselves. NuPlays is not liable for improper performance or non-performance of the Transaction by the Service User.

5.8 Given that NuPlays does not monitor, verify, control, supervise how User Accounts and User Profiles are used by the Service Users, in particular, does not monitor, verify, control, supervise the content of the Sellers' Offers, the Transactions concluded or the Transaction subjects acquired, and does not verify the actual existence of the Seller Offers subjects, quality or safety of the Offer items; the Sellers only are responsible for the correctness, accuracy, reliability, completeness and legality of the information provided in the Offers, as well as the quality, safety and legality of the Offer and Transaction subjects.

5.9 Unless otherwise indicated by the Seller in the Offer description or on the User Profile, in terms of property rights to the Transaction subjects, the Fan acquires on the basis of the Transaction a right to use the Transaction subject solely for personal use. It is especially unacceptable to record, copy, download, redistribute, transform, etc. beyond the scope of permitted personal use.

5.10 The principles set out in points 5.7. to 5.11 apply to the User Materials made available to other Users in the User Profile.

6. The nature of the sharing of User Materials

6.1 By introducing in the Website any User Materials, especially any Files or Transfers, the Seller declares that he/she holds relevant rights, especially the copyrights and property rights and the related rights to use the User Materials in line with Website functionalities by the Seller as well as the right to authorize to use the User Materials in line with Website functionalities by NuPlays, NuPlays subcontractors and the right to share the User Materials with the Users and the right to allow the Users to use the User Materials and that these activities do not violate any rights or protected interest of third persons.

6.2 By introducing in the Website any User Materials, especially any Files or Transfers, the Seller authorizes NuPlays and its subcontractors to use these User Materials to the extent required to provide the Website Services compliant with its functionalities (including storing these User Materials)

6.3 By entering User Materials in the User Profile the Seller authorizes the use of the User Materials by the Users for personal use.

6.4 By entering into the Transaction the Seller authorizes the use of the Transaction subject in a way which is consistent with the subject of the Offer and in the absence of information about the kind of using permitted by the User to the extent of permitted personal use.

6.5 It is absolutely prohibited to enter in the Website any User Materials for which the Seller has no full rights enabling to use the User Materials in accordance with the functionality of the Website, in particular the storage of these User Materials on the Website, the sharing of the User Materials with other Users, the granting of licenses to use the User Materials by NuPlays, NuPlays subcontractors or other Users.

6.6 The Seller shall bear full liability to NuPlays, NuPlays subcontractors, and the Users for having full rights to the User Materials.

6.7 The Seller, who has committed for the needs of and the use of the Website and the Services to have the appropriate rights, including intellectual property rights, for him/herself, and to the extent necessary to perform the Services for the Service Provider, its subcontractors, and in terms of content sharing for other Users, is obliged to indemnify the Service Provider, its subcontractors and other Users against liabilities to the third party making a claim related to the rights to the User Materials, including intellectual property rights.

6.8 In view of the above, the Seller is obliged to defend the Service Provider, its subcontractors and other Users at his/her own expense against claims of third parties addressed to the Service Provider, its subcontractors and other Users in connection with the rights or violation of rights to the User Materials and to cover the costs of the Service Provider, its subcontractors and other Users incurred in connection with addressing to the Service Provider, its subcontractors and other Users of such claims (including justifiable legal fees), provided that the Service Provider, its subcontractors or other Users, in relation to whom a third party filed a claim, promptly notify the User of any such claims. The Seller is obliged to keep the Service Provider, its subcontractors or any other Users informed of the actions taken.

6.9 The Seller and NuPlays declare that the introduction of User Material to the System by the Seller, as well as all activities consisting of publicizing the User Material, including its dissemination represent, in each case of using the functionalities of the Website, the User's active operations, which are taken based on his/her own decisions and the knowledge in the field of author's moral rights, property rights and rights related to the content included in the File.

6.10 The NuPlays service is only to make the System space available for the User activity, in accordance with point 2.1, including to make space available on NuPlays servers for the purpose of data storage and administration and management through possible disclosure to third parties.

6.11 Each time User Material is entered to the System and / or User Material is made available to another person, in any of the extents of availability, under the provisions of these Terms of Use, and in any field of use and in any order, the Seller declares and agrees that this action is within his or her powers of personal copyright and / or property and related rights that are legally required to use the User Material in a desired way and that such action will not violate any legally protected rights of third parties.

6.12 The Seller confirms that the subject of the Services, which NuPlays provides to the Users is hosting in the meaning of Art. 14 of the Act on Electronic Services based on Art.14 Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, within the domestic market (Journal of Laws 178 of 17 July 2000).

6.13 In accordance with Article 14 of the Act on Electronic Services, NuPlays is not responsible for the data stored including the User Materials, if it provides data IT System resources (Service) for data storage by the User without being aware of the unlawful nature of the data, or related activities, and in the event of receipt

of an official notice or obtaining reliable information about the unlawful nature of the data, or related activities, it immediately prevents access to the data.

6.14 NuPlays does not check or verify any User Materials stored on the Website. In the event of receipt of notification or obtaining reliable information about the unlawful nature of the data, or related activities, NuPlays shall immediately, but no later than within 2 working days of receipt of notification or obtaining reliable information about the unlawful nature of the data, or related activities:

a / notify the User whose data or associated activities are potentially unlawful of the receipt of such notice or message and of the intention to block such data by NuPlays. NuPlays shall send a notification at the e-mail address indicated in the User Account, and

b / immediately after sending a notice to the User, block the access to the data of potentially unlawful nature or related activities.

6.15 Notices regarding the unlawful nature of the data may be submitted by email to: nuplays@nuplays.com or at NuPlays mailing address: ul. Bielsko-33/2, 02-394 Warszawa

6.16 In the event of NuPlays receiving information and documents from the User, whose the data has been blocked within 7 days from the date of sending him/her the notice referred to in point 6.14 a / and if on the basis of the information and the documents NuPlays is able to determine, that the official notification or reliable information of the unlawful nature of the data, or related activities prove to be manifestly unfounded or false, NuPlays shall unblock access to the data in question.

6.17 In accordance with Article 14 (2) and (3) of the Act on Electronic Services, NuPlays which has received official notice of the unlawful nature of the User-entered data and prevented access to the data shall not be liable to the User for damage resulting from preventing access to such data if it immediately notified the User of the intention to prevent access to the data.

6.18 The Seller declares that by accepting the provisions of these Terms of Use, he/she shall assume full and unlimited liability for any breach of generally applicable laws due to the introduction of any User Materials to the Website and/or actions taken on the Website using the User Materials, in particular violations of moral rights and/or property or related rights caused by the introduction of User Materials to the Website and/or actions taken within the Website using User Materials.

6.19 In case of the User violating the law through the use of the Services, NuPlays has the right to immediately and permanently block the User's access to his/her User Account and User Profile and thus terminate the agreement on the Service provision with immediate effect along with notifying the relevant authorities of the fact of law violation. NuPlays may store the data included in the User Account and User Profile in part or in full solely for the purpose of securing of the evidence connected with the investigation and defense of its rights associated with the breach committed by the User for as long as may be required for this purpose. In case the breach is committed by the fan and is not connected with his/her prior acquisition of Transaction subjects, the fan shall have a right to back-up copy of the Transactions' subjects.

6.21 Suspension of the User's rights to use the Services does not exclude the User's full liability for actions which resulted in the suspension.

6.23 For the avoidance of any doubt and without affecting other provisions of these Terms of Use, the Parties confirm that NuPlays is not a distributor of works and related rights also in relation to relevant organizations for collective management of copyright and related rights. If it is needed to conclude an agreement with the competent organization for collective management of the rights and/ or make payments and/ or compensation in favor of such an organization, the Seller shall perform all of those activities. In the case of making any claims or demands by any organization for collective management of claims or requests related to distribution of materials on the Website, the provisions of points 6.7 and 6.8 apply accordingly.

6.24 The User agrees that in the case where - regardless of the principle presented in point 6.24 - it is required for NuPlays to realize any benefits in favor of an organization of collective management for proper functioning of the Website, NuPlays remuneration may be subject to change.

6.25 By accepting the Rules, the User agrees that his or her User Materials or their parts shall be used by NuPlays with the scope limited to using them in advertising, promotion and / or marketing activities of the Service Website, without additional compensation, in all forms and channels relevant in the dissemination of such materials.

7. Obtaining NuPlays Reward Points. MEGAoffers

7.1 Each Fan entering into transaction as a result of which he or she acquires the right to download a File or obtain a gift of User Offer, shall be informed in the content of the offer about the number of NuPlays Reward Points allocated to him or her at the time of the transaction.

7.2 NuPlays Reward Points allocated to the User are automatically recorded in the System, which informs the Fan of the number of the points awarded via his/her Fan Account.

7.3 NuPlays Reward Points obtained by the Fan serve solely to gain access to the benefits of NuPlays MEGAoffers and may not be exchanged for money. All information on current gifts and NuPlays benefits which the Fan can redeem for the points accumulated is available on the Website.

7.4 The NuPlays points can be used by the Fan until the agreement on Service provision is terminated. The Fan is allowed to transfer any number of points onto another User.

7.5 The Fan who wants to exchange NuPlays points for the Offer desired proceeds as follows:

a / the Fan selects the MegaOffer desired by clicking "REDEEM" button,

b / the Fan from his/her Fan Account (with logged-in status) verifies the correctness of his/her chosen Offer subject and after verifying and correcting any errors, confirms the order

c / On confirmation of the order, the Fan acquires the MegaOffer subject. The number of points assigned to the Fan Account is reduced by the number of points for the MegaOffer. The Fan receives a confirmation of acquiring the MegaOffer.

d / The transaction is concluded under the conditions set out in MegaOffer and the language in which the MegaOffer terms and conditions are indicated. Terms and conditions on which the MegaOffer was acquired are available in the Transactions history on the User Account.

8. Use of the Forums

8.1 The service Website provides access to the Forum for all Service Users.

8.2 In the operation of the Forum, the Service User regardless of prior registration on the Website, registers his or her presence at the Forum by selecting an original ID (nickname). The forum administrator or moderator may take as inadmissible a nickname which is a coarse word or phrase, or commercial designation or a nickname which is misleadingly similar to that of other User or Forum.

8.3 The Forum and the comments on it are neither NuPlays publication nor press material. The Forum service is only providing space on the Website for free expression by the Service Users.

8.4 Persons posting their comments on the Forum do so on their own responsibility.

8.5 The User acknowledges that any statement he or she posted on the Forum is publicized by the Service User and does not constitute publication by the Service Provider and that is aware of this fact and does not question his or her own liability for the dissemination of the content that may infringe the law, in terms of both absolute prohibitions, and the consequences of infringing rights of a third party.

8.6 It is unacceptable to post the following content on the Forum:

8.6.1 contrary to law, in particular, violating third parties' rights,

8.6.2 inciting to discrimination or hatred on the foundation of religion, race, ethnic belonging, as well as promoting violence, and approving such conducts,

8.6.3 generally regarded as conflicting with the dictates of morality, contrary to the norms of social coexistence and violating the rules of netiquette including, in particular, abusive, obscene, vulgar or pornographic content

8.7 The Users must not post the content of advertising or marketing, including that of hidden advertising.

8.8 Within the operation of the Forum, the User shall not present any content protected by copyright law and related rights and Industrial Property Law, which he or she is not authorized to distribute.

8.9. The User hereby agrees not to upload to the Forum the contents specified in paragraphs 8.6, 8.7, 8.8 and 8.10.

8.10. It is unacceptable to raise topics by posting entries with no content.

8.11 The User declares that he or she accepts that within the functioning of the Forum and the Services described in the point 2.3, the provisions of 6.10- 6.17 and statements contained therein shall apply accordingly.

8.12 The Forum administrator has a right to delete, change or close any topic at any time if such need arises, especially due to violation of these Terms of Use. The Forum administrator does not monitor the content and the posts by the Service Users.

8.13. In the case of statement qualifying for removal and as inadmissible under the Terms of Use, and starting the discussion thread on the Forum, its removal may result in the unavailability of the entire thread, regardless of the nature and content of other posts.

8.14. In the event of the User repeatedly violating the Terms of Use, the Forum administrator has a right to deny access to the Forum by blocking the IP address, blocking interminably the User Account or blocking the establishment of new topics or participation in existing threads.

8.15. The presentation of statements posted by the User on the Forum can make visible a part of the IP address from which there was a connection to the server when posting an entry.

8.16. Objections, comments or statements concerning the functioning of the Forum or reports of violations of law and the Terms of Use may be emailed to support_forum@nuplays.com or mailed at: NuPlays, ul. Bielska 33/2, 02-394 Warszawa.

8.17. For the avoidance of doubt, Parties declare that the Forum, regardless of the legal classification of the service Website, is a separate part of the Website and does not constitute 'press' in the meaning of the Press Law.

9. Materials

9.1. The User declares that he or she knows that all the Materials posted, published or used in the Website available without registration, as well as that requiring registration, are subject to protection as intellectual property rights, including author's property rights, trademarks, industrial design, know-how, all held by NuPlays based on NuPlays-acquired licenses or other approvals for distribution.

9.2. Any use of the Materials other than the use permitted requires prior written consent by NuPlays. Taking advantage of the Materials beyond the use permitted, will be deemed a violation of copyright laws.

10. Settlement of transactions and terms and conditions of payment for the Services

10.1 The payments made by the Fans in favor of the Sellers for the Offer subjects shall be settled through one of the electronic payment systems operating under a contract with NuPlays to make settlements between the Users, as indicated on the web page, in accordance with point 10.2.

10.2 The list of sites offering the electronic payment system associated with the functioning of the Website is available on <https://nuplays.com/seller/content/payment-platforms>

10.3 The service of electronic settlements as referred to in point 10.2 is provided to the Users by the system's operator under the agreement between the User and the payment operator. The settlement service is not NuPlays service and NuPlays has no influence on the service operation. The operators are liable for their electronic payment system operation. The links to the rules of operation of the systems described in point 10.2 can be found on <https://nuplays.pl/seller/content/payment-platforms>, and the User concluding Transactions each time enters into a separate agreement with an electronic payment system operator. The User should familiarize himself/herself with the rules of operation of the systems.

10.4 In case the User opts for period payments, including one-click payments offered by PayLane payment system, the User agrees that his/her card be charged on a period basis. The User can at any time resign from the period payments service for no extra cost by selecting the right option in the e User Profile.

10.5 The Seller declares he or she will not make any claims to NuPlays arising from the settlement by the systems referred to in point 10.2. and resigns from any of such claims towards NuPlays.

10.6 NuPlays remuneration for the Service provision shall be calculated based on the value of each transaction entered into, in accordance with the Appendix to Terms of Use (NuPlays Remuneration) available on <https://nuplays.pl/seller/content/price-terms>. NuPlays Remuneration is a percentage of the price charged by the Seller from the Fan paying for the Offer subject.

10.7 NuPlays remuneration is performed each time by charging the User and crediting the account of NuPlays by means of the system referred to in point 10.2, the amount constituting NuPlays Remuneration as a part of a payment the Seller received for the Transaction.

10.8 NuPlays Remuneration referred to in point 10.2 covers all costs related to the functioning of the System and the execution of the MEGAoffer service.

10.9 Each time a transaction takes place at the risk of the User selling the right to access the File and / or User Offers. Failure to perform the transaction, the disclosure of its invalidity and resigning from the transaction by either Party does not affect the enforceability of claims by NuPlays in terms of their remuneration, which is eventually covered by the User selling.

10.10 NuPlays Remuneration includes the tax due on goods and services (VAT).

10.11 The Services provided by NuPlays within the Website are of continuous nature.

10.12 The Seller grants consent to the settlement of the Services and NuPlays Remuneration on a monthly basis. Each time by the 10th day of the month following the month in which the Services are provided NuPlays shall issue an electronic VAT Invoice to the User, which may be accessed through the User Profile, including the value of the Services provided, NuPlays remuneration and the amount of tax due on goods and services.

10.13 The payment of the resources coming from the sales within NuPlays is made onto the Seller PayPal account. Irrespective of these Terms of Use, the Seller shall observe the terms and conditions of Acceptable Use Policy by the service provider, which can be found at https://cms.paypal.com/us/cgi-bin/?cmd=_render-content&content_ID=ua/AcceptableUse_full and which within the scope therein described shall constitute an integral part of these Terms of Use.

10.14 The Seller may at any moment order to forward the proceeds from sales on NuPlays to his/her PayPal account for no extra charge. Towards this goal, the Seller needs to log in to his/her NuPlays account and in the *Payments* to point the amount to be paid separately for each currency. In order to make the payment in a given currency, it is required for the Seller to have an active balance on the Seller PayPal account. The transfer of the resources from the NuPlays account to the Seller account is made promptly on working days, within 24 hours from the payment order.

10.15 The Seller gives consent to the issuance of the VAT invoice electronically. All VAT invoices are available for downloading in the *Invoices* part of the Seller Profile.

11. Personal data

11.1 In order to create and use the User Account and other Services available via the User Account it is necessary to provide by the User the following data:

a / as regards creating Fan Account: e-mail address and country of residence,

b / as regards Seller Account: full name, e-mail address, company name, tax identification number, address or registered office address, country of residence or country of the headquarters, contact telephone number

11.2 Providing of such data is voluntary but necessary to provide the User with the Services. By creating a User Account, the User agrees to the processing of personal data in this regard by NuPlays in order to provide the Services to him/her.

11.3 The Fan may voluntarily complete the information in his/her User Account with the following personal data:

a / first name

b / last name

c/ nickname

d/ date of birth

e/ photo or avatar

f/ phone number

g/ mailing address

h/ favorite music genres

i/ favorite artists

j/ the band s/he performs/performed (for artists)

11.4 Voluntary entering in the User Account information regarding the age of the User means voluntary agreement by the User to the processing of personal data relating to age in order to verify the age of the User in terms of the availability of the Offers directed at people who have completed 18 years and offer the User special birthday Offers.

11.5 Voluntary entering in the User Account information on the favorite genres of music or favorite artists is means granting consent by the User to the processing of personal data to personalize the Service to the User's preferences, and to inform the User via the User Account about the events related to the given artist, including special offers for the Fans of the artist and new albums of the artist.

11.6 The following data voluntarily provided by the User in the User Account will be processed in order to personalize his/her User Profile: name, last name, nickname, picture or avatar. Voluntarily entering the information referred to in the preceding sentence in the User Account, the User agrees to the processing for the purposes specified in the preceding sentence.

11.7 Voluntary entering in the User Account information regarding the phone number allows the User to use the Services through a mobile device. By voluntarily entering in the User Account information regarding the phone number, the User gives consent to the processing of this data for the purpose specified in the preceding sentence.

11.8 The Service User who concludes the Transaction by confirming the order agrees to provide his personal information to the extent necessary for the conclusion or performance of the Transaction in accordance with the Offer description by the party to the Transaction and agrees to its further processing by the other Party to the Transaction in order to perform the Transaction and its settlement.

11.9 Within the User Account, the Service User has access to the data on the history of his/her Transactions, including in the Fan Account all orders placed by the Fan and acquired Transaction subjects and data on the Seller and in the Seller Account on the Seller's Offers, Transactions concluded and the data on the Fans who acquired the Transaction subjects. NuPlays processes this data in order to provide Service Users with the service of User Account.

11.10 The User can also express voluntarily consent separate from the Terms of Use to the processing of personal data provided in the User Account for NuPlays marketing purposes. If the User has given such consent to the processing of the data, NuPlays processes the data, in particular, in order to offer the User a recommendation system, which will inform the User of the music that s/he might like.

11.11 The User can also express voluntarily consent separate from the Terms of Use to the processing of personal data resulting from the User's activity on the Website and using the Services and concerning the IP address and the browser, the fact and periods the User took advantage of the Services, the type of the Services and User identifying marks assigned to him/her by the Service in order to identify and analyze his/her preferences in order to improve the quality of the Services.

11.12 In the event of the Service Provider or any other entity or authority ascertaining the User's using the Service in a manner inconsistent with the law or the Terms of Use, NuPlays is allowed to process the User's personal information for the purpose and scope necessary to determine the responsibility of the User.

11.13 The User can also opt to receive NuPlays newsletter by checking the appropriate field in the User Account.

11.14 NuPlays is an administrator of personal data within the meaning of the Act of 29 August 1997 on Personal Data Protection (consolidated text. Journal of Laws 2002, No. 101, item. 926, with subsequent amendments) in relation to the personal data referred to in point 11.01 - 11.12.

11.15 NuPlays as the administrator of data takes care of the security of personal data provided by the User. The data is protected against unauthorized access.

11.16 The User has a right to access his/her data processed by the Service Provider and correct it via the User Account and User Profile. The User can also exercise the right to access his/her data and correct it by sending an inquiry to NuPlays at NuPlays email address: nuplays@nuplays.com or at ul. Bielsko-33/2, 02-394 Warszawa.

11.17 Under Art. 31 of the Act on Personal Data Protection NuPlays may delegate the processing of personal information to other parties, in particular those providing further hosting services.

11.18 In the case of payments via PayLane, the transaction data, including personal data may be transferred to PayLane Sp. with o.o. with its registered office at ul. Arkońska 6/A3, postal code: 80-387, KRS: 0000227278 with the scope necessary for process payment for the order. The customer is entitled to access his/her personal data and correct it. The provision of the data is voluntary and at the same time needed to use the Service.

11.19 The Service Provider hereby declares that the security of the Users' personal information complies with the requirements set out in Section 5 of the Act on Personal Data Protection and the Regulation of the Minister of Internal Affairs and Administration of 29 April 2004 on personal data processing records and technical and organizational conditions which the systems should be equipped with for the processing of personal data (Journal of Laws of 2004 No. 100, item. 1024), in particular the Service Provider ensures cryptographic technical measures to prevent the acquisition and modification of personal data transmitted electronically by unauthorized persons.

12. Cookies

12.1 Access to and use of the Site or the Services involves placing in the User's device "cookies" of the Service Provider. "Cookies" are computer data, especially text files stored in the User's end devices which are taken advantage of to use the web pages.

12.2 The Service provider uses the permanent and session cookies. "Session" cookies are temporary files stored in the User's end device until log-out, leaving the web page or disabling the software (web browser). "Permanent" cookies are stored in the User's end device for the time specified in the parameters of cookies or until their removal by the User.

12.3 The service provider uses session cookies in order to:

a / maintain the User's session (after logging in)

b / configure correctly the selected features of the Website, allowing in particular to verify the authenticity of the browser session.

12.4 The Service provider uses permanent cookies in order to:

c / save the user's preferences (e.g. regarding the storage of cookies)

d / store information about pages visited allowing to adjust the content to the preferences of the User.

12.5 Access to and use of the Website or the Services may be associated with placing NuPlays' third party cookies in the User's device via the Website. Through the Website cookies of the following entities may be placed:

a / Google Analytics - cookies will be stored in order to collect general and anonymous statistical data through analytical tools. Via Google Analytics, NuPlays obtains statistical data on the use of the Website.

The principles of information processing in the cookies are set out on

https://support.google.com/analytics/answer/2700409?hl=pl&utm_id=ad,

b / Groove - cookies will be stored in order to correctly identify the contacts of the Users through the form of customer service and to inform the NuPlays customer service about the pages where there were problems with the operation of the Website, the rules of processing information through cookies are set out on <http://www.groovehq.com/our/privacy>,

c / Twitter - cookies will be stored in order to use the interactive features to popularize the Website through social networking sites. The principles of information processing in the cookies are set out on [#https://support.twitter.com/articles/20170514](https://support.twitter.com/articles/20170514)

d / Facebook - cookies will be stored in order to use the interactive features to popularize the Website through social networking sites. The principles of information processing in the cookies are set out on <https://www.facebook.com/help/cookies/?ref=sitefooter>,

e / Disqus - cookies will be stored in order to use the interactive features to popularize the site using social networking sites. The principles of information processing in the cookies are set out on <http://help.disqus.com/customer/portal/articles/466259-privacy-policy>.

12.6 The User can, through the appropriate settings of the browser's, make a choice regarding the recording and storing of cookies, as well as deleting the cookies already stored. Detailed information regarding the possible settings of storing cookies is available in the settings of the web browser the User uses. In the event of restrictions on the possibility to store cookies on the User's device, some of the functionalities of the Website and the Services may not be available to the User.

12.7 The User, who in spite of the prior information about the cookies being used by the Website, continues to use the Website without changing the settings regarding cookies, agrees to store cookies used on the Website in his/her device.

13. Restrictions resulting from the provision of electronic services

13.1 The User acknowledges that s/he is aware that the use of the Website and Services, as services provided electronically, is connected with the specific threats regarding the transmission of data via the Internet.

13.2 The Service provider for the provision of the services utilizes secure data transfer methods customary in the market due to the properties of the Website and the Services provided, in particular to prevent access to the data transferred by persons unauthorized to access the content on the Service transfer, including by means of cryptographic techniques.

14. Claims

14.1 The User may file a complaint related to the Service or the Megaoffer or otherwise associated with the operation of the Website. The complaint must specify the identification data of the User who made it, and describe the subject of the complaint and specify the content of the request, if any. Claims must be submitted via email at nuplays@nuplays.com or at NuPlays mailing address: ul. Bielsko 33/2, 02-394 Warszawa.

14.2 Complaints will be handled within a period not longer than 14 days. In the event that the content of the submitted complaint does not contain sufficient information for its consideration, NuPlays will address the User, asking for additional information required to consider the complaint.

14.3 Any claims relating to Offers, Transactions and the Transaction subjects, as well as the User Materials should be submitted to the Seller who made the Offer or shared the User Materials. The Seller shall be liable for the Offers made, the Transactions concluded, the Transaction items sold and the User Materials shared.

15. Duration of the contract for the provision of the Services and its termination.

15.1 The contract for the provision of the Services is concluded for an indefinite period.

15.2 The agreement on the provision of the Services concluded under the rules of these Terms of Use may be terminated by the Service User at any time by deleting the User Account.

15.3 The agreement on the provision of the Services concluded under the rules of these Terms of Use may be terminated by the Service Provider by blocking or deleting the User Account, in the cases stipulated in these Terms of Use.

15.4 Termination of the Agreement results in deleting the User Materials stored in the Service User Account, especially the Transaction items acquired by the User. The Service User who terminates the agreement on the Service Provision under point 15.1 of these Terms of Use should prior to the termination make a back-up copy of all the User Materials that s/he wishes to possess after the agreement termination. The User shall otherwise lose irrevocably all the User Materials, including the Transaction subjects.

15.5 Termination of the agreement on the Service Provision with the Seller does not in any way affect the rights of the Fans who have previously concluded Transactions with the Seller and on the basis of which acquired Transaction items, nor does it affect the right of NuPlays to store data related to the settlement with the Seller under the rules of these Terms of Use and those necessary for the proper operation of the Website.

15.6 NuPlays may refuse to provide the Services and delete a User's Account if it was opened again after the termination of the contract by NuPlays and removing the User Account as a result of the User's breach of the law or the provisions hereof.

15.7 In any case of resignation from the agreement, any permits or approvals submitted and granted by the Seller during its term, in particular, permits or approvals for sharing of the User Materials with the Users in the period until the termination remain in force. NuPlays stores data relating to the Transactions concluded and the Sellers' liabilities in terms of any payments due in favor of NuPlays for the purposes of archives, accounting and possibly seeking compensation throughout the time required to reach the goal.

15.8 In any case of resignation from the agreement, any provisions of these Terms of Use concerning the terms of the use of the Materials and the legal consequences of the User's use of the Services in violation of the law or the provisions hereof remain in force as binding upon the Parties.

15.9 The Seller acknowledges that NuPlays cannot be held liable by the Seller for technical breaks in the operation of the Website.

15.10 The Service Agreement is cancelled upon the closing of the Website.

16. Final Provisions

16.1 NuPlays reserves the right to make changes to these Terms of Use for the need to adjust these Terms of Use to: (i) changes in law, practice or rulings of judicial organs of state courts and arbitration; (ii) changes in market practice or technological changes; (iii) changes in business assumptions for providing the Services, (iv) changes in regulations and contracts of the entities cooperating with the Service Provider. The User shall be notified of any changes to the Terms of Use through message mailed to the User's Account or via email to the email address provided in the User Account at least thirty (30) days prior to the introduction of amendments to these Terms of Use.

16.2 If the User expressly accepts the revised Terms of Use before the deadline referred to in point 16.1 of these Terms of Use or if the User continues to use the Website and the Services after the deadline specified in 16.1 of these Terms of Use, it is assumed that the User has consented to the amendment to the Terms of Use and further Services will be provided under the rules of the amended Terms of Use.

16.3 In the case of an explicit declaration of non-acceptance of amendments to these Terms of Use, the agreement on the provision of the Services is cancelled as of the date of the introduction of amendments to these Terms of Use. Point 15.3 shall apply accordingly.

16.4 Any legal action taken prior to the date of introduction of amendments to these Terms of Use will be made under the provisions of the Terms of Use in force at the date of execution of operations.

16.5. NuPlays and the User declare that any dispute arising from these Terms of Use, the use of the Website and the Services or related ones subject under the exclusive jurisdiction of the courts of the Republic of Poland unless the law applicable in the country of residence or of the User's headquarters excludes the possibility of the Parties to choose the jurisdiction of the courts of the Republic of Poland, in which case the relevant courts to resolve the dispute shall be those having jurisdiction by the law applicable in this State. In the disputes referred to in the previous sentence between NuPlays and the Sellers the relevant court shall be the one having jurisdiction in the place of NuPlays registered office (NuPlays S.A., with its registered office in Warsaw, Poland, EU, Bielska 33/2 Street, VAT ID 7010292002). For the interpretation of these Terms of Use and the assessment of rights and obligations and responsibilities of NuPlays and the User, the relevant law is that having jurisdiction on the territory of the Republic of Poland, taking into account the European Union regulations, unless the law applicable in the domicile or residence of the User excludes or limits the choice by the parties the law applicable in the Polish Republic, in which case the law applicable will be that according to the law of that State.