

TERMS OF SERVICE UKF 4 – KARATE PROFESSIONAL

I. GENERAL TERMS

These regulations (hereinafter referred to as the "Regulations") define the rules for the provision of the service (hereinafter referred to as the "**Service**" or "**Website**") available to users of the "UKF 4 - KARATE PROFESSIONAL" website, and offered by Media Mine Sp. z o.o. based in Warsaw.

The administrator of users' personal data is Media Mine Sp. z o.o. based in Warsaw.

II. DEFINITIONS

1. **User** – a natural person who has concluded a contract for the provision of the Service by purchasing access on the website live.karateprofessional.com

2. **Service provider** - Media Mine Sp. z o.o., Ul. Farbiarska 73 02-862 Warszawa NIP 5272628324, numer REGON 142433536 i KRS 0000357700

3. **Contract** – contract for the provision of the Service concluded between the User and the Service Provider.

4. **Service/website** – audiovisual media service provided for a fee by the Service Provider, consisting in providing the User with full access to the website on the live.karateprofessional.com website, after making the appropriate payment and purchasing the Access. The website allows Users to use the recording in the "VOD" section

5. **Access** – access to video on the website live.karateprofessional.com, made available to the User for a specified number of days, after paying the fee specified in these Regulations.

6. **Service provider** - an entity providing the service of hosting film materials for the Service Provider.

7. **Partner** - an entity, on behalf of or in cooperation with which the Service Provider provides the Service

8. **Fee** – payment due from the user to service providers for the provision of services, payments on the terms and during the term of the contract.

9. **Payment operator** - Dotpay S.A., z siedzibą w Krakowie (30-552) ul. Wielickiej 72, KRS 0000296790, REGON 240770255, NIP 6342661860.

10. **Equipment** - devices that meet the technical parameters specified in these Regulations and have access to the Internet, enabling the use of the PPV Service.

III. SERVICE ACCESS

1. The Service Provider performs the provided Service with every effort resulting from the professional nature of the business, based on the equipment and available technology.
2. The payment of the Fee is tantamount to the acceptance of these Regulations.
3. Access to the Website is possible only from desktops, laptops and mobile devices.
4. Access to the Website on SMART TV sets is not possible, unless otherwise stated on the Service Provider's website.
5. The service provider allows you to purchase access for 3 hours. In the period of November 13, 2021, 18.00 - 13.11.2021 h. 21:00. For the period of 3 hours from the moment of first entering the access code.
7. The User has the right to withdraw from the contract within 7 days of its conclusion, without giving any reason, in a situation where he has not started using the Website. Withdrawal from the contract is made by sending an unequivocal statement to the e-mail address: reklamacje@emocje.tv with the simultaneous sending of the bank account number along with the data necessary to return the funds. This right is only granted if the code has not been used, before entering the access code.
8. In the event of withdrawal from the contract, the Service Provider will refund the User all collected amounts within 14 days from the day following the receipt of the above-mentioned statement.

IV. RULES OF PROVIDING THE SERVICE

1. The User who is entitled to use the Website: pays a fee in the selected amount for watching the concert.
2. The Service is made available by the Service Provider on the website live.karateprofessional.com
3. The user receives an access code to the video material. It is possible to log in and use the Website on one device at the same time.
4. During the use of live broadcasts available on the Website, there may be short-term interruptions in the continuity of the image or sound caused by disturbances beyond the control of the Service Provider.
5. The materials available on the Website may be used by the User only for their own personal use. It is forbidden to:
 - a) recording any materials,
 - b) sharing them in any way,
 - c) any other use thereof.

6. The User bears unlimited liability for any damage resulting from the use of the Service, as well as for any consequences of the User's disclosure of materials available on the Website to persons and / or third parties, including minors, also by failing to observe appropriate precautionary measures.

7. The use of the Service is possible only with fully functional Equipment, use of the latest versions of Google Chrome or Mozilla Firefox web browsers and meeting the following technical requirements:

a) connection to the Internet, including access to an Internet connection with an actual throughput of at least 4 Mbps,

b) disabling other applications during the playback of the Transmission or the Record, including anti-virus programs and the so-called Internet "firewalls",

c) only using the website live.karateprofessional.com

d) enabling cookies, plug-ins and JavaScript in the web browser as well as disabling ad-blocking software,

e) Windows 7, 8, 8.1, 10, 11 or newer operating system,

f) the latest graphics card drivers provided by the card manufacturer are installed.

8. The Service Provider guarantees the proper operation of the Services only if the User's Equipment meets the requirements set out in these Regulations.

9. Before paying the fee, it is required to check the technical possibilities.

V. PAYMENT

1. The User who made the purchase is obliged to pay the Service Fee on the terms set out in these Regulations.

2. The fees are 35 PLN

3. Payment for the Service is made through the Electronic Payments Operator, i.e. Dotpay S.A.

4. For the implementation of the above-mentioned payment is the responsibility of the Electronic Payments Operator.

5. The payment shall be deemed to be the moment of crediting the Service Provider's bank account.

6. The Service Provider is not responsible for the consequences of delays in making payments, including the lack of access to the Website caused by the payment service providers.

7. The User is not entitled to a refund of the Fee in the event of lack of access to the Website, caused by a delay in payment.

VI. COMPLAINTS

1. Obsługę reklamacji, z wyjątkiem punktów 2 i 3 poniżej, zapewnia Usługodawca, chyba że na stronie Usługodawcy lub Partnera postanowiono odmiennie.

2. Usługodawca nie ponosi odpowiedzialności za:

a) nadzwyczajne wydarzenia, takie jak przerwa w dostawie energii elektrycznej lub zakłócenia w funkcjonowaniu łącza internetowego, wynikłe z przyczyn niezależnych od Usługodawcy,

b) korzystanie przez Użytkownika ze Sprzętu nie spełniającego wymagań określonych w niniejszym Regulaminie,

3. Usługodawca nie ponosi odpowiedzialności za niedokonanie wpłaty wynikającej z winy Operatora Płatności Elektronicznych. Wówczas reklamację zgłaszać należy bezpośrednio do:

a) Dotpay S.A., telefon (12) 688-26-00 lub e-mailem biuro@dotpay.pl.

4. Reklamacje, z wyjątkiem punktu 3 powyżej, należy przysyłać na adres e-mail reklamacje@emocje.tv lub pocztą tradycyjną na adres: Media Mine Sp. z o.o., Plac Konstytucji 6/83, 00-550 Warszawa.

5. Każde zgłoszenie reklamacyjne winno być przesyłane w osobnej wiadomości.

6. Zgłoszenie reklamacji przesyłanych do Usługodawcy powinno zawierać:

a) imię i nazwisko,

b) adres e-mail, na który zarejestrowana była płatność,

d) numer transakcji, którą dokonano płatności,

e) szczegółowe wskazanie przedmiotu reklamacji, opis problemu (w miarę możliwości z tzw. „screenem” ekranu), datę i godzinę zaistnienia nieprawidłowości oraz urządzenie, na którym wystąpiły nieprawidłowości.

7. Usługodawca zobowiązuje się rozpatrzyć poprawnie złożone zgłoszenie reklamacyjne w ciągu 30 dni od jego otrzymania.

8. Z tytułu przyjętej reklamacji, w przypadku gdy Opłaty dokonano przelewem za pośrednictwem Operatora płatności elektronicznych, Usługodawca zwróci wpłaconą kwotę lub zaproponuje inną formę rekompensaty.

1. The service of complaints, with the exception of points 2 and 3 below, is provided by the Service Provider, unless otherwise agreed on the Service Provider's or Partner's website.

2. The Service Provider is not responsible for:

a) extraordinary events, such as a power outage or disruptions in the functioning of the Internet connection, resulting from reasons beyond the control of the Service Provider,

b) the User's use of Equipment that does not meet the requirements set out in these Regulations,

3. The Service Provider is not responsible for the failure to make the payment resulting from the fault of the Electronic Payments Operator. Then the complaint should be submitted directly to:

a) Dotpay S.A., phone (12) 688-26-00 or by e-mail biuro@dotpay.pl.

4. Complaints, with the exception of point 3 above, should be sent to the e-mail address reklamacje@emocje.tv or by traditional mail to the following address:

Media Mine Sp. z o.o., ul. Farbiarska 73, 02-862 Warszawa NIP 5272628324, numer REGON 142433536 i KRS 0000357700

5. Each complaint notification should be sent in a separate message.

6. Submission of complaints sent to the Service Provider should include:

a) name and surname,

b) e-mail address to which the payment was registered,

d) number of the transaction which the payment was made,

e) detailed indication of the subject of the complaint, description of the problem (if possible with the so-called screen "screen"), date and time of the irregularity and the device on which the irregularities occurred.

7. The Service Provider undertakes to consider a properly submitted complaint within 30 days of its receipt.

8. For the accepted complaint, if the Fee was made by bank transfer via the Payment Operator, the Service Provider will refund the amount paid or propose a different form of compensation.

VII. FINAL PROVISIONS

1. To the extent not regulated in these Regulations, the provisions of the Civil Code and generally applicable provisions of law shall apply.
2. The Service Provider takes due care to protect the privacy of the User, as well as his data, and takes all measures to ensure the safety of using the Website. It reserves, however, that it is not responsible for any risks related to the use of the Internet, including the risk of unlawful interference by third parties.
3. Information on the processing of personal data is specified in the Privacy Policy, available on the website www.emocje.tv in the "Privacy Policy" tab and they constitute an integral part of these Regulations.
4. The service is provided in English.
5. These Regulations shall enter into force on November 14, 2021.