

## Regulations of the Licensors' Panel

### I General Provisions

1. These regulations (hereinafter, the **"Regulations"**) shall provide for the principles of provision and use of the internet platform for the licensors of Independent Digital sp. z o.o. (hereinafter, the **"Licensors' Panel"**) to enable to the licensors of Independent Digital sp. z o.o. to, *inter alia*, download and analyse the sales' reports as well as access to the *"on-line"* sales statistics in the selected multimedia services.
2. The Licensors' Panel shall be maintained by Independent Digital sp. z o.o., with its registered seat in Warsaw (00-344), at ul. Dobra 28, entered in the Register of Entrepreneurs of the National Court Register, maintained by the District Court for the City of Warsaw, XII Commercial Division of the National Court Register under KRS No.: 0000348350, NIP: 525-24-75-107, Regon:142284817, with the share capital of: PLN 5,000 (hereinafter, **"Independent Digital"**).
3. The Licensors' Panel shall be developed on an ongoing basis by Independent Digital and new, additional functionalities may be implemented therein, without the need to amend these Regulations. The Licensors shall be advised by Independent Digital on those new functionalities and the method of their exploitation.
4. A description of the functionalities of the Licensors' Panel shall be included in the User's Manual, available upon login. The User's Manual may be additionally transferred by Independent Digital to the Licensors prior to the first login.

### II Access to the Licensors' Panel

1. The Licensors' Panel may be used by entities that have signed a contract with Independent Digital as regards distribution of multimedia contents, to which Independent Digital transferred access data for the Licensors' Panel (hereinafter, **the Licensors** and/or **the Users**).
2. The login to the Licensors' Panel shall be carried out by way of the Independent Digital website while using the login name and password.
3. The unique login name and password shall be provided to the Licensor by Independent Digital, provided that the password may be changed at any time by the Licensor in the Licensors' Panel.

### III Duration of Access to the Licensors' Panel

1. The access to the Licensors' Panel, after having been granted such authorisation, shall not last longer for the given Licensor than for the term of the licence agreement of such given Licensor with Independent Digital.
2. Independent Digital shall reserve the right to carry out technical and maintenance work with respect to the Licensors' Panel. Independent Digital may inform about any technical breaks by means of a respective announcement at the time of login to the Licensors' Panel.
3. Independent Digital shall be eligible to cease to provide access to the Licensors' Panel.

### IV Technical Requirements of Use of the Licensors' Panel

1. To use the Licensors' Panel the following shall be required:
  - an internet browser with correct configuration (Firefox 4.0 and/or most recent, Internet Explorer 8.0 and/or most recent, Google Chrome 17.0 and/or most recent, or Safari 5.0 and/or most recent);
  - plug-in Adobe Flash Player 9.0 and/or most recent,
  - java script activated, Cookies files,
  - it is recommended to have at least Java version 7,
  - access to the internet having capacity of at least 200 kB/s (recommended at least 500 kB/s).
2. Any technical assistance may be obtained by means of an email sent to [tech@independentdigital.com](mailto:tech@independentdigital.com).
3. In report-related matters and data application-related matters please send an email to: [licencjodawca@independentdigital.com](mailto:licencjodawca@independentdigital.com).

### **Principles of Use of the Licensors' Panel**

1. The User shall be responsible for the use of the Licensors' Panel pursuant to the provisions of law, good practice and these Regulations as well as for the securing of the password against third parties' access.
2. Independent Digital shall have a right to block the access to the Licensors' Panel to the User that uses such Licensors' Panel for purposes contrary to its destination and/or which is in breach of law, good practice and/or the provisions of these Regulations.
3. Independent Digital shall point out that, in addition to the report data (subject to point 4 hereinbelow), the data from the Licensors' Panel (and in particular, statistical data) shall only have a demonstrative value and may not constitute the grounds for any claims whatsoever.
4. In case of discrepancies between the report sent by email and/or the report available via the Licensors' Panel, the data dispatched as per the procedure set out in the agreement (by means of an email) shall have priority.

### **VI**

#### **Intellectual Property Rights**

Any and all rights to the Licensors' Panel and its components shall be vested in Independent Digital. Any and all copying and/or using of the solutions applied and/or other activities breaching the intellectual property rights, the enterprise secret and/or copyright shall not be permitted.

### **VII**

#### **Data Protection and Enterprise Secret**

1. Independent Digital shall use technical and organisational means to safeguard the Users' data against their provision to unauthorised entities, seizing them by an authorised entity, processing them in breach of law, their loss, damage and/or destruction and shall abide by the principles of confidentiality, pursuant to the executed licence agreement.
2. The password to the Licensors' Panel prior to its change by the Licensor shall only be known to the given Licensor as well as Independent Digital, whereas upon changing the password by the Licensor, such password shall only be known to the given Licensor.
3. Independent Digital shall bear no liability for the transfer of access data, by the Licensor, to ineligible persons.

### **VIII**

#### **Final Provisions**

1. The questions or claims concerning the Licensors' Panel, if any, other than technical inquiries should be directed via email to [licencjodawca@independentdigital.com](mailto:licencjodawca@independentdigital.com). The Licensors shall be responded by email and/or by phone.
2. The use of the Licensors' Panel shall be tantamount to the acceptance of the Regulations.
3. Independent Digital shall have a right to amend these Regulations during the term of the Agreement. Any amendments to the Regulations shall enter into force within 30 days following publication of the amended Regulations in the Licensors' Panel.
4. The Regulations shall be available in the Licensors' Panel as well as at the registered seat of Independent Digital during working hours (from Monday to Friday, from 9 a.m. to 5 p.m.).
5. The provisions of these Regulations shall take effect as of 1 February 2014.