

THESE REGULATIONS CAN BE DOWNLOADED AND SAVED ON YOUR DEVICE

§ I - Preliminary provisions

1. In accordance with the requirements of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws No. 144, item 1204), Blue Media S.A. with its registered office in Sopot creates these regulations for the provision of services.
2. The entity providing the services described in the Regulations is Blue Media Spółka Akcyjna (public company) with its registered office in Sopot at 6 Powstańców Warszawy Street, entered into the register of entrepreneurs kept by the District Court Gdańsk-Północ VIII Commercial Division of the National Court Register under KRS number 0000320590, NIP 585-13-51-185, Regon 191781561, with a share capital of PLN 2,000,000 (fully paid-up).
3. Pursuant to the regulations, Blue Media S.A. with its registered office in Sopot provides the User with the functionalities of the Blue Media website, and in particular maintains the Account for the User.

§ II - Definitions

1. **Account** - User's profile within which the User receives, among others, information on the transactions executed on the Website and information on other services used on the Website.
2. **Regulations** - these regulations for the provision of services.
3. **Website** - the Company's website available at bm.pl.
4. **Company** - Blue Media S.A. with its registered office in Sopot.
5. **User** - a natural person, a legal person or an organizational unit without legal personality, having full capacity to perform legal acts, who uses the Website.
6. **Partner** - an entity cooperating with the bm.pl website, on whose website some of the functionalities of the Website are made available. All activities performed on the Partner's website within the scope of the Website have an effect on the Website; the list of Partners is available at bm.pl.

§ III – Maintenance of the Account

1. Opening the Account is voluntary, however, it may be necessary in order to use certain functionalities of the Website. Through the Website, the Company informs which of the available functionalities require the Account. Having the Account is necessary, among others, for using the Plus payment services.
2. In order to create the Account, the User registers on the Website by providing the Company with his/her e-mail address and defining an access password. Creating the

account is also possible via the Partner's website, depending on the Partner's category - by entering the email address and password or by entering the email address and telephone number and verifying the phone number with the SMS code when the automatic payment is activated on the Partner's website, or by entering the phone number verified by the Partner.

3. In order to use some of additional functionalities of the Website it may be necessary to provide additional data referred to in these Regulations or the regulations of particular services provided through the Website.

§ IV - Reminders

1. The User, using selected services available on the website, may order the service of free SMS or e-mail reminders.
2. Reminders are sent to the e-mail address or telephone number provided by the User on the Website.
3. The list of services and types of reminders is available on the Website.

§ V - Data verification

1. To enable the use of certain functionalities of the Website or take part in promotions, it is necessary to verify the data provided by the User.
2. The User may verify the mobile phone number by entering the code received from the Company via SMS on the Website or on the Partner's website.
3. The regulations of particular services available through the Website may require other types of verification.

§ VI - Personal data

1. The Administrator of the Users' personal data is the Company.
2. The legal basis, purpose, period of personal data processing and rights of the User, as well as other important information concerning the principles of personal data processing are specified in detail in the [Privacy Policy of Blue Media S.A.](#), which encompasses the provisions of The Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regards to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ("the Regulation").
3. Providing personal data is voluntary, but necessary for the performance of the Service.
4. In case of questions concerning data processing or exercising the User's rights under the Regulation, it is possible to contact the personal data protection inspector at

odo@bm.pl or in writing at the Company's address: Blue Media S.A., ul. Powstańców Warszawy 6, 81-718 Sopot, note: personal data protection.

§ VII - Additional Services

1. The Account enables the User to use additional services, including services provided via the website by third parties.
2. Additional services may be ordered by the User on the Website.
3. As part of the Account, the User has access to information about the additional services they use through the Website and may receive from the Company notifications and communications relating to those services.
4. Detailed rules for the provision of additional services are set out in their regulations.

§ VIII - Complaints and dispute resolution

1. Complaints may be made:
 - a. in writing - in person in the Company's office, or through a postal operator, a courier or messenger to the Company's address: ul. Powstańców Warszawy 6, 81-718 Sopot;
 - b. by electronic means - via the complaint form available at: **pomoc.bluedia.pl/** or the contact form available at the website: **<https://bm.pl/#!/kontakt>**;
 - c. orally on the telephone at 58 7604 844 from 7:00 a.m. to 10:00 p.m. on business days and on Saturdays from 8:00 a.m. to 4:00 p.m. (a call payable at the rates applicable to the User of the telecommunications operator), or in person to be included in the minutes in the Company's office (from 8:00 a.m. to 4:00 p.m. on business days).
2. Complaints may also be lodged by the User's proxy, having a power of attorney granted in an ordinary written form.
3. A complaint should contain a concise description of the reservations made, the transaction number and the User's data together with his or her mailing address (e.g. address of residence), unless: The User has made a complaint using the complaint form available at pomoc.bluedia.pl/ - in which case the correspondence address is not required, or if the User has submitted a request to receive the response to the complaint by e-mail - then the User indicates the e-mail address to which the response to the complaint should be sent (unless the Company has the User's e-mail address).
4. At the request of the User, the Company shall confirm to the User the receipt of the complaint by e-mail or in writing.

5. The Company shall consider the complaint immediately, not later than within 15 business days from the date of its receipt.
6. In particularly complicated cases, making it impossible to consider the complaint and provide the response within the time limit specified in item 5, the Company shall explain to the User the reasons for the delay, indicate the circumstances that must be determined for the investigation of the complaint and indicate the expected time limit for the investigation of the complaint and providing the response, which may not be longer than 35 working days from the date of the receipt of the complaint.
7. If the complaint requires completion in accordance with the wording of item 3 - the Company shall request the User to complete it.
8. A response to a complaint is given in a paper form to the User's correspondence address, unless: The User made a complaint using the complaint form available at pomoc.bluemedia.pl/- in which case the response to the complaint is placed in the User's individual complaint profile available at pomoc.bluemedia.pl/, or, if the User has submitted a request to receive a response by e-mail, in which case the response to the complaint is delivered to the e-mail address provided by the User.
9. The User should bear in mind that lodging a complaint immediately after him/her raising reservations may facilitate and accelerate a reliable investigation of the complaint by the Company.
10. The complaint procedure does not exclude the rights of the User arising from the law.
11. The User has the right to file a suit against the Company in a common court of law. The court competent to settle disputes arising from this Agreement is the court competent according to the provisions of the Code of Civil Procedure (as a rule, the court competent for the address of the Company's registered office).
12. The User who is a consumer is also entitled to use out-of-court means of redress, in particular the Permanent Consumer Arbitration Courts at the Provincial Inspectorates of the Trade Inspectorate. Information on amicable dispute resolution is available at <http://www.polubowne.uokik.gov.pl/>
13. The User who is a consumer is also entitled to request assistance from the locally competent County (Municipal) Consumer Ombudsman.
14. An electronic link to the ODR platform: ec.europa.eu/odr shall be made available to the User who is a consumer.

§ IX - Communication and technical requirements

1. The language in which the Company communicates with the User and concludes the Agreement is the Polish language.
2. Unless the provisions of these Regulations provide otherwise, in particular § VIII (Complaints and dispute resolution), the User may communicate with the Company:

- a. by e-mail, via the complaint form available at: help.bluemedia.pl/ or the contact form: <https://bm.pl/#!/kontakt>, or via e-mail to kontakt@bm.pl;
 - b. by phone at 58 7604 844 - during working hours of the Blue Media Assistance Centre available on the Website;
 - c. in writing, to the address: Blue Media S.A., ul. Powstańców Warszawy 6, 81-718 Sopot, with the note: Blue Media Website.
3. Subject to § VIII (Complaints and dispute resolution), the Company communicates with the User electronically, by telephone or in writing, and - if the provisions of the Regulations or the law do not state otherwise - e-mails and SMS messages shall constitute the basic form of communication with the User.
4. The Services provided on the basis of these Regulations are provided electronically, via the Internet. In order to conclude an Agreement and use the Services, it is necessary for the User to meet the following technical requirements:
 - a) a device with the connection to the Internet and memory enabling the storage of documents in an electronic form (e.g. a computer or a mobile phone)
 - b) a web browser enabling proper display of the Website, including downloading and saving documents in an electronic form;
 - c) software that enables the correct display of documents in the PDF format;
 - d) an active email account and/or phone number;
 - e) for some services - a bank account with on-line access, maintained by an entity included in the list of payment methods supported by the Company, or a pay card or other payment instrument supported by the Company (the current list of payment methods supported by the Company is available to the User on the Website).
5. The User pays for Internet access and data transmission in accordance with the tariff of his/her operator.
6. The Company is not responsible for the actions of third parties chosen by the User, on the choice of which the Company had no influence (e.g. telecommunication operators, Internet providers).
7. The User undertakes to use the Service in accordance with the law and the principles of social conduct. When using the Service, the User is prohibited from entering content which the User is not entitled to enter, in particular content which violates any rights of third parties.

§ X - Term, termination, amendment and withdrawal from the Agreement

1. The Agreement is concluded and terminated through the Website.
2. The Agreement is concluded at the moment of the User accepting the Regulations and constitutes a framework agreement.
3. The Agreement is concluded for an indefinite period of time and the provision of the services referred to in these regulations is commenced immediately after its conclusion, subject to item 13.
4. The User may terminate the Agreement at any time, without giving any reason, with immediate effect. Termination may be effected by means of choosing an appropriate option on the Website or sending the notice of termination to the Company at the e-mail address indicated in the Regulations.
5. The Company may terminate the Agreement if there are important reasons underlying such action, with a 7-day notice period. The notice of termination is sent by the Company via e-mail or SMS.
6. If there are important reasons for this, the Company shall have the right to amend the provisions of the Agreement in accordance with the procedure set forth in this paragraph.
7. The Company shall be deemed to have valid reasons for the termination or amendment of the Agreement in the following circumstances:
 - a. The need to abide by the rules of law affecting the provision of the services;
 - b. the change or introduction of new taxes or charges of a public-law nature relating to the provision of the services;
 - c. recommendations, suggestions or other types of conclusions and demands formulated by public administration bodies;
 - d. the need to increase the Company's own funds or bank guarantees held by the Company in connection with the provision of services;
 - e. improving the safety of the services provided;
 - f. improving the functionality of the services;
 - g. increasing the competitiveness of the services on the market;
 - h. changes in the cost of the services provided by external suppliers, the cost of maintaining and operating the infrastructure to the extent used for the provision of the services.
8. The Company informs the User about the proposed amendments to the provisions of the Agreement no later than 7 days before the proposed date of their entry into force, by e-mail or SMS.

9. If the User does not object to the proposed changes, it is understood as a consent to them. The User has the right to terminate the Agreement with immediate effect before the proposed effective date of the changes.
10. If the User objects to the proposed changes but does not terminate the Agreement, the Agreement shall expire on the day preceding the effective date of the proposed changes.
11. The User who is a consumer shall have the right to withdraw from the Agreement without giving any reason and without incurring costs other than those specified in item 13 by way of a statement made within fourteen days from the conclusion of the agreement.
12. The declaration of withdrawal from the Agreement referred to above may be made, among others, in writing by means of a form, the template of which is available on the Website (at: <https://bm.pl/#!/regulaminy/dokumenty>), or submitted to the Company electronically by means of the application form available on the website pomoc.bluemedia.pl.
13. The provision of the paid services, under this Agreement and before the expiry of the deadline referred to in item 11, starts only at the express request of the User. The declaration of the request to commence the provision of service shall be submitted via the Website. In the event of termination of the Agreement, the User shall bear the costs of the services performed at his/her request, determined in accordance with the Price List.
14. The law applicable to the Agreement shall be the Polish law.