

Rules of provision of services by electronic means

The Rules specify the general conditions, principles and manner of using the Website at www.teatrvariete.pl, operated by Variete Theatre, with its registered seat in Krakow.

§ 1 Definitions

1) For the purposes of these General Rules, the following definitions shall be applicable:

(a) **Service Provider** - VARIETE Theatre located in Krakow, at ul. Grzegórzecka 71, 31-559 Krakow, entered into the register of cultural institutions, organised by the Municipality of Krakow, kept by the Mayor of the City of Krakow under number 33, phone 48 12 442 78 00, email: info@teatrvariete.pl.

(b) **Service Recipient or User** - any person who uses the Service,

(c) **Website** - the website operated by the Service Provider at the following link: <https://teatrvariete.pl>

2) **Service** - any service provided electronically, consisting of the transmission of data, at the individual request of the User sent and received by means of electronic data processing and storage devices, which is entirely transmitted, received or broadcast via a telecommunications network. The Service Provider renders the following types of services:

(a) Reservation and purchase of tickets for performances, the terms and conditions of which are set out in the Rules of ticket booking and sales for performances of Variété Theatre in Krakow via the Website available at <https://teatrvariete.pl/wp-content/uploads/2021/02/Regulaminy-internet-sprzedazy-biletow-na-spektakle-Krakowskiego-Teatr-Variete-za-posrednictwem-strona.pdf>

(b) Newsletter,

(c) Contact form

3) the Rules refer to these Rules of provision of services by electronic means.

§ 2 General provisions

1) The Rules stipulate in particular the moment of commencement and termination of the provision of Services, the conditions for the provision of Services, including technical requirements, as well as the rights and obligations of the Website operator - and the rights and obligations of the User, the complaint procedure and the manner of resolving any disputes.

2) It is understood that:

(a) Anyone who has commenced using the Website shall first read and accept the provisions of the Rules, without the need to confirm this fact by concluding a separate individual contract for the provision of services by electronic means, including in writing.

(b) The User of the Website has the right to ask the Service Provider to send them the full text of the provisions on the basis of which the User shall use the Website or the Service, including any explanations on the interpretation of the provisions of the General Rules or further regulations, including the explanations of the links between the aforementioned regulations.

(c) In order to eliminate the using of the Website without reading the terms and conditions of providing the Services, the Service Provider:

(i) implements an information system by introducing a pop-up message displayed upon entering to the Website, containing

the information regarding the rules for the provision of the Services and the rules for the processing of personal data, (ii) at all times ensure easy access to the information regarding the rules for the provision of the Services and the rules for the processing of personal data by, among other things, providing access to the documentation from the home page and every subpage by means of an appropriate footnote link.

3) The Rules and all their Annexes are available to download or to save free of charge.

§ 3 Commencement and termination of the Services

1) The contract for the provision of services by electronic means shall be concluded at the moment of opening and using the Website as a result of the opening of the URL address of the given Website or redirecting to this Website in the User's browser.

2) The User shall have the right to terminate at any time the use of the Website maintained by the Service Provider, which shall constitute termination of the contract for the provision of services by electronic means. Termination of use of the Website or Service:

(a) which does not require login, shall take place, among other things, whenever the User leaves the Website or uninstalls the Service or ceases the use of the Service,

(b) which requires a subscription (if provided by the Service Provider), upon withdrawal of consent to the continued provision of that Service, i.e. cancellation of the subscription,

§ 4 General terms and conditions of using Services

1) The Service Provider ensures that the use of the Website is free of charge for any User, unless otherwise stated in separate regulations. However, each time before using paid services, the User shall be informed in advance about:

(a) the unit and total cost, price or remuneration including taxes, and where the character of the subject-matter of the Service does not permit - based on reasonable assessment - to calculate its amount - about the method of calculation as well as delivery charges and any other costs,

(b) the identification data of the Service Provider,

- (c) the main features of the Service, including the subject-matter thereof, the manner and date of completing the Service.
 - (d) the means of communication with the User,
 - (e) the responsibility of the Service Provider to ensure high quality of the performance as stipulated by law,
the manner in which complaints may be lodged and processed,
 - (f) the content of after-sales services and guarantees,
 - (g) the duration of the contract or, where the contract is concluded for indefinite period or is to be automatically renewed, the information on how and on what grounds it may be terminated,
 - (h) the functionality of digital content and the applicable technical means of their protection,
 - (i) significant interoperability of digital content with hardware and software, whereas the above information may also be provided by reference to the Rules. The Service Provider informs that the User accesses the Website or the Service voluntarily and if they do not accept its content, they should stop using it.
- 2) The Service Provider assures that, in order to gain access to the Website, the User, as a matter of principle, shall not have to carry out any formalities or registration procedures.

§ 5 Detailed terms and conditions of using Service

- 1) The Service Provider ensures that they exert the utmost effort to guarantee that the use of the Website operated thereby does not involve any risk for the User, who should, however, use the Website with caution and prudence. The latest versions of web browsers are recommended for proper operation of the Website.
- 2) The Service Provider declares that cookies may be used on the Website. The detailed information is provided in the Cookies Policy, available at: <https://teatrvariete.pl/pliki-cookies>
- 3) Subject to the mandatory provisions of the law, the Service Provider shall not be liable for any damages if the Service is used despite the Recipient's failure to meet the minimum technical requirements, and only for this reason, the damage occurred or was caused solely as a result of the User's actions or omissions contrary to the Rules or its appendices.

§ 5 Rights and obligations of the User and Service Provider

- 1) The User is obliged to use the Website in accordance with its purpose, the provisions of these Rules, the provisions of applicable law and accepted customs.
- 2) The User is obliged to read the documentation concerning the provision of the Services, including, among other things, the Rules, the Privacy Policy and the Cookies Policy.
- 3) The User using the Website:

(a) may not, in connection with the use of the Website or Service, publish any content that is political, pornographic, erotic, offensive or potentially offensive to other persons or their religious feelings or political views,

(b) may not in any way take actions or activities which would or could lead to interference with the operation of the Website, including, in particular, the User may not introduce, place any programs or applications or files, as well as their extensions, which may adversely affect the operation of the Website's software or devices used for its operation, or other Users' devices or software, including in particular: viruses, trojans, worms, backdoors and other malicious software;

(c) may not carry out any programming or hacking activity, including for the purpose of making any changes to the source code of the Website or any modification of its content,

(d) may not access the Website by means that cause or permit automated access, i.e. without the User's intervention, in particular using tools such as: bots, indexing robots,

(e) may not override the security measures on the Website by exploiting the so-called security gaps, and shall inform the Service Provider if they suspect the existence of such gaps,

(f) may not use any content from the Website for the purposes other than personal use,

4) The Service Provider holds all rights to the content published on the Website and stipulates that the content made available on the Website, including in particular its excerpts, should not be distributed, reproduced or duplicated in any way, without the consent of the Service Provider, which applies to, among others, the way the Website is formatted as well as to the logos, content, templates, presentations, graphics, audio and video data contained therein.

§ 6 Reservation and purchase of tickets

(a) The information on potential reservation and purchase of tickets is set out in the Rules of on-line ticket sales for performances of Variété Theatre in Krakow via www.teatrvariete.pl, available at <https://teatrvariete.pl/wp-content/uploads/2021/02/Regulaminy-internet-sprzedazy-biletow-na-spektakle-Krakowskiego-Teatr-Variete-za-posrednictwem-strona.pdf>

§ 7 Free services

1. The Service Provider shall provide to the Users, by electronic means, the following free services: (a) Contact Form,

(b) Newsletter.

2. The above-mentioned services are rendered 7 days a week, 24 hours a day.

3. The Service Provider reserves the right to choose and change the type, form, time and method

of granting access to the selected listed services, about which the Service Provider shall inform the Users

in the manner appropriate for the purpose of amending the Rules.

4. The Contact Form service consists in sending messages to the Service Provider by means of a form published on the Website. The Service Provider shall immediately send an acknowledgement of receipt of the User's message to the e-mail address provided in the contact form. The Service Provider shall respond to the User's enquiry by sending an e-mail to the e-mail address provided in the form, within 10 working days.

5. Resignation from the free Contact Form service is possible at any time and consists in stopping sending requests to the Service Provider.

6. The Newsletter service may be used by each User who enters their e-mail address using the registration form made available by the Service Provider on the Website. After submitting the completed form, the User shall immediately receive an e-mail confirmation from the Service Provider sent to the e-mail address provided in the registration form. At this moment, the Newsletter service agreement is concluded.

7. The Newsletter service consists in sending by the Service Provider an electronic message containing information on new products, changes in repertoire or services offered by the Service Provider. The Newsletter is sent by the Service Provider to all Users who have subscribed thereto.

8. Every Newsletter addressed to the Users shall contain, in particular the information about the sender, "subject" field defining the content of the message and information about the possibility and manner of unsubscription from the free Newsletter service.

9. The client may unsubscribe from the Newsletter at any time by clicking on the unsubscribe link included in each email sent as part of the Newsletter service.

§ 8 Protection of personal data

1. Information on data protection is available at: <https://teatrvariete.pl/polityka-privacy>

§ 9 Copyright

1) All rights to the Website, including proprietary copyrights, intellectual property rights to its name, its Internet domain, the Website, as well as to templates, forms, logotypes published on the Website belong to the Service Provider, and their use may be only in a specific manner and in compliance with the Rules, upon written consent of the Service Provider.

2) The Service Provider shall not allow the User to use the work for any purpose and to any extent other than to learn about the offer of the Service Provider and to make a selection of the products or services from the Service Provider or to order such products or services from the Service Provider.

§ 10 Provision of information and complaints procedure

1) The Service Provider shall provide information regarding the operation of the Website.

2) Each User has the right to complain about the provision of the Services by the Service Provider, including the operation of the Website, both in terms of technical aspects and the quality and accessibility of the Website as well as the conditions of its operation, by filing a complaint:

in person or in writing or by telephone.

3) The complaint should indicate the date of the incident and a brief description of the circumstances,

name, surname or other designation of the User or person filing the complaint as well as an e-mail address or optionally a telephone number.

4) After lodging a complaint, a confirmation message is sent to the indicated e-mail address. If the complainant has not indicated an e-mail address, the confirmation of the complaint may be sent as a text message or in writing.

5) The complaint shall be investigated immediately, no later than within 14 calendar days from the date of receipt by the Service Provider.

6) In the event that the notification does not contain all the data necessary for examination

of the complaint or clarification of the matter, the complainant is requested (by telephone, in writing or by e-mail) to supplement it within an appropriate period of 7 calendar days from the date of receipt of such request to rectify formal irregularities. Failure to complete the complaint or completion inconsistently with the request shall result in negative consideration of the complaint, of which the User shall be informed together with the request.

7) After the complaint has been recognised, the Service Provider shall inform the User of the result of the examination of the complaint, including the grounds therefor.

§ 11 Final provisions

1) The Service Provider reserves the right to amend the Rules. Amendments to the Rules shall come into force within 7 days of their publication on the Website.

2) Subject to the provisions of the mandatory legislation, the Service Provider shall not be liable for damages exclusively caused by the User's use of the Website contrary to the rules of Providing Services by Electronic Means as specified in this document. Subject to the provisions of the mandatory legislation, the Service Provider points out that they shall not be liable for situations, which are not caused by the will or reasons attributable to the Service Provider, related to the condition of the Internet network, the condition of the equipment used by Internet access providers (on the part of the User), the condition of the equipment used by the User. The Service Provider shall not be responsible for the costs of data transfer incurred by the Service Recipients. Before using the Services, the Service Recipient should check with his/her Internet access provider the terms and conditions of use, including whether the Internet access fee incurred is the final fee or

whether it depends on the size of the data transfer, what kind of transfer the Service Recipient is entitled to, what are the transfer packages, etc.

3) Each User may benefit from out-of-court procedures for the examination of complaints and seeking of claims. In this respect, the client may use mediation procedures. Lists of permanent mediators and existing mediation centres are provided and made available by the Presidents of the competent Regional Courts. A client who is a consumer may also benefit from out-of-court procedures for the examination of complaints and seeking of claims by submitting his/her complaint via the EU ODR on-line platform, available at: <http://ec.europa.eu/consumers/odr/>

4) In matters not regulated in the Rules, the relevant provisions of the Polish law shall apply.

5) Disputes arising out of these Rules shall be subject to the jurisdiction of the Polish courts, including the Court with jurisdiction over the registered office of the Service Provider.

6) The Rules shall become effective as of 18 May 2021.