

Terms and Conditions of the Bibliaaudio Super Production Application
number 1/202 2 of July 22, 2022, of the year

The consumer is entitled to save these regulations on a durable medium

1. GLOSSARY OF TERMS.

The terms used in these Regulations shall have the following meanings:

- 1.1. **Application** - and IT tool provided by the Service Provider through Distribution Platforms, downloaded and installed on devices with the appropriate system supporting the Application, allowing Users to use the Services and offering the functionalities described in the Regulations;
- 1.2. **Bibliaaudio**- artistically performed, in particular by actors and musicians, verbal and musical adaptation of the text of the Bible, created within the framework of the Bibliaaudio Superproduction project implemented by the Service Provider, made available to the User in the form of Works or an Excerpt on Today through the Application under the rules outlined in these Regulations and the Regulations of the Promotion;
- 1.3. **Prohibited Data** - content prohibited by applicable Polish and international laws, in particular, pornographic content, content related to the promotion of violence and hatred, drastic content, as well as content generally considered offensive, morally reprehensible, socially inappropriate, offending religious feelings, violating copyrights or the rights of others, the provision of which within the Service is not allowed;
- 1.4. **Excerpt for Today** - an excerpt from Bibliaaudio selected for each day, constituting a short recording of up to 10 minutes in length, corresponding to an extended version of the Bible reading for a given day from the Lectionary of the Roman Catholic Church, made available to Users during the Subscription Period through the Application under the terms outlined in the Terms;
- 1.5. **Civil Code** - the law of April 23, 1964. - Civil Code;
- 1.6. **Code** - a promotional code that allows you to reduce the price of the Acquisition of Rights to Works and Recordings or an Excerpt subscription to Today or free access to them;
- 1.7. **Consumer** - a User who is an individual using the Application for purposes not directly related to their business or professional activity;
- 1.8. **Log-in** - a unique and unrepeatably identifier of the User in the Application, which is the e-mail address used by the User or the identifier of the social network;
- 1.9. **Acquisition of rights** - acquisition of a license to Works, the scope and terms of which are specified in Section 9.3 of the Regulations;
- 1.10. **Recordings** - electronic files that are digital recordings of an excerpt from Bibliaaudio (e.g., a chapter of a particular Book of the Old or New Testament, a single psalm) or other content, in particular music, audiobooks or prayers made available in the Application as "collections";
- 1.11. **Subscription Period** - the period established in the Regulations for which the User obtains a license to use the Excerpt on Today or other Works,
- 1.12. **Distribution Platforms** - digital distribution platforms that allow Users to download the Application for free on a mobile digital device, in particular, Apple App Store, Google Play, or Microsoft Store;
- 1.13. **Player** - a module of the Application that allows you to listen to the Songs after their purchase immediately;
- 1.14. **Cookies ("cookies")** - text files stored by your browser on your computer or mobile device to store information used to identify you or to remember your history of activities on the Application;
- 1.15. **PUSH Notifications** - short messages regarding the functionality of the Application or containing marketing information (including commercial information) about the Service Provider's offers and promotions provided to the User by the Application by displaying on the screen of the device on which the Application is installed;
- 1.16. **Profile** - a module of the Application, available to the User after logging in (providing Log-in and Password), through which the User performs actions and operations indicated in clause 3.5.2 of the Regulations;
- 1.17. **Regulations** - this document, constituting regulations within the meaning of Article 8 of the Act of July 18, 2002, on the provision of services by electronic means, setting out the rules for the provision of Services by the Service Provider to Users;
- 1.18. **Registration** - creating a Profile on the Website by providing: an e-mail address and specifying a password, and accepting the Terms and Conditions;

- 1.19. **RODO** - Regulation (EU) 2016/679 of the European Parliament and the Council of 27.04.2016 on the protection of individuals concerning the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC;
- 1.20. Subscription - signing up for the Subscription mechanism in the Application and acquiring, as a result of this action, for the Subscription Period, a license to an Excerpt on Today or other Works, the scope and terms of which are outlined in Section 9.3 of the Terms and Conditions;
- 1.21. **Agreement** - an agreement for the provision of services by electronic means concluded between the User and the Service Provider through the installation of the Application by the User on their device to use the Services;
- 1.22. **Services** - Services provided to Users by the Service Provider electronically within the meaning of the Act on Provision of Services by Electronic Means using the Application, described in Section 3 of the Regulations;
- 1.23. **Service Provider** - OSORNO MEDIA SPÓŁKA Z OGRANICZONA ODPOWIEDZIALNOŚCIĄ with its registered office in Warsaw (02-927), at Zdrojowa 109 Street, entered in the Register of Entrepreneurs of the National Court Register by the District Court for the Capital City of Warsaw in Warsaw XIII Economic Department of the National Court Register under the number: KRS: 0000781398, having the numbers: REGON: 383076414, NIP: 1182192536, share capital of PLN 9,950.00, e-mail: kontakt@bibliaaudio.pl **Ustawa on Consumer Rights** - Law of May 30, 2014, on **Consumer Rights**;
- 1.24. **Law on Copyright and Related Rights** - Law of February 4, 1994 on copyright and related rights;
- 1.25. **Electronic Service Provision Act** - the Act of July 18, 2002 on the provision of electronic services;
- 1.26. **Law on Combating Unfair Competition** - the law of April 16, 1993, on combating unfair competition;
- 1.27. **Works** - Recordings made available by the Service Provider through the Application as may be subject to the Rights Acquisition: (i) **Budget Access**, i.e., a collection of Recordings including the books of the New and Old Testaments and the Excerpt for Today, or (ii) Entirety, i.e., a collection of Recordings including the entirety of the Audio Bible, the Excerpt for Today, and additional categories: i.e., the following. Old Testament and New Testament; Bibleaudio Kids, Fragment for Today or other content, in particular music, audiobooks or prayers made available in the Application as "collections"; whenever Works are referred to in these Terms and Conditions, this shall apply in particular to the Recordings included in a given Work, as well as, respectively, to Recordings made available to the User as part of a promotion on their own.
- 1.28. **User** - a natural person with total or limited legal capacity, a legal person or an organizational unit without legal personality but with legal ability, using the Application.

2. GENERAL PROVISIONS.

- 2.1. These Regulations set forth the rights and obligations of the Service Provider and the User concerning the use of the Application, in particular, the principles of providing Services electronically, the scope of the license granted to the User by the Service Provider as a result of the Acquisition of Rights and Subscriptions, the rights of the User to terminate the Agreement, as well as the rules for filing and processing complaints.
- 2.2. To start using the Services, the User must read and accept the Terms and Conditions provided free of charge when the Application is launched and before Registration.
- 2.3. Registration and use of the Application are free of charge, while Acquisition of Rights to Works and Subscription involve, except as provided herein, the obligation to pay the price by the following provisions of the Regulations. However, due to the need to initiate an Internet connection for the User to use the Service, the operator providing the User with an Internet connection may charge a data transmission fee per that operator's price list. The Service Provider shall not bear the costs of Internet access related to the User's use of the Application.
- 2.4. The User's use of the Application is entirely voluntary. However, the User may, at any time, resign from further cooperation by following the procedure specified in the Regulations and requesting the removal of their data from the dataset administered by the Service Provider, subject to Section 12 of the Regulations.
- 2.5. The Service Provider reserves the right to develop the Application and offer changes to the Services.
- 2.6. The User is obliged to comply with the provisions of the Regulations.
- 2.7. It is forbidden for the User to use the Application for purposes other than those permitted by these Regulations, in particular for purposes that may serve to infringe the author's economic rights to Works, as well as to commit acts of unfair competition within the meaning of the Act on Combating Unfair Competition.
- 2.8. It is prohibited for the User to use the Electronic Services contrary to the law or good morals.

- 2.9. It is prohibited for the User to provide false, incomplete, or Unauthorized Data.
- 2.10. To use the Application, it is necessary:
 - 2.10.1. Meeting the minimum technical conditions, i.e., having the Audio Bible mobile application installed on the phone with Android operating system version 4.4+ or iOS version 9+ and access to the Internet,
 - 2.10.2. having an active electronic mail (e-mail) account.
- 2.11. The Service Provider shall use its best efforts to ensure the proper and uninterrupted functioning of the Application and the Service's provision during the Agreement's term. Necessary and periodic technical interruptions during which required changes are made to the Application, or aimed at upgrading or maintaining the Application, will be carried out as soon as possible at night, guaranteeing the least possible inconvenience to Users. Suspension of the provision of Services due to a periodic technical interruption, in particular, but not exclusively, occurring for the reasons referred to above, shall not be considered a failure to perform or improper performance of the Agreement by the Service Provider.
- 2.12. The Service Provider shall not be responsible for any disruptions, including interruption in the functioning of the Application due to force majeure, non-fault technical malfunctions, actions of third parties, as well as incompatibility of the Application with the User's hardware.
- 2.13. The User shall refrain from any actions that could affect the proper functioning of the Application, including, but not limited to, refraining from interfering with the contents of the Application and its technical elements.

3. SUBJECT OF THE SERVICES PROVIDED

- 3.1. The subject of the Services using the Application is:
 - 3.1.1. Allowing Users to Acquire Rights to Works under the terms of Section 5 of the Terms and Conditions to listen to the Works, as well as to save the Works on the target device, immediately after the Acquisition of Rights,
 - 3.1.2. Allowing Users to subscribe to Excerpts for Today under the terms of Section 6 of the Terms and Conditions to listen to them during the Subscription Period, immediately after the Rights Acquisition,
 - 3.1.3. Providing Users with selected Works or parts thereof and an Excerpt for Today free of charge during the promotional periods referred to in Section 7 of the Regulations.
- 3.2. By installing the Application, an agreement for the provision of electronic services is concluded between the User and the Service Provider. This Agreement is concluded for an indefinite period.
- 3.3. The User and the Service Provider have the right to terminate this Agreement at any time. Termination of the Agreement may be effected by means of a statement made electronically (e-mail) or in writing. Delivery of an electronic message is considered adequate at the moment of transmission of the relevant electronic protocol to the User's e-mail address provided by him during Registration or to the Service Provider's e-mail address. Delivery of a letter is considered adequate under general rules. Upon termination of the Agreement, the Service Provider deletes the User's Profile from the Application. Termination of the Agreement does not create an obligation to refund the price paid by the User for the Acquisition of Rights to Works.
- 3.4. In case of violations of the Terms and Conditions, the Service Provider shall be entitled to block the User's access to their Profile or to remove the User's Profile from the Application regardless of whether the Agreement has been terminated or is still in force.
- 3.5. The Service Provider performs the Services referred to in Section 3.1 above by providing the following functionalities within the Application:
 - 3.5.1. For all users of the Application:
 - 3.5.1.1. browsing and selection of Works,
 - 3.5.1.2. notifications regarding the Works and the Application and its Terms and Conditions,
 - 3.5.1.3. Information about the Bibliaaudio project, its partners, and the Terms and Conditions of the Application,
 - 3.5.1.4. Application login,
 - 3.5.1.5. Profile registration in the Application
 - 3.5.1.6. For registered and logged-in users of the Application: placing orders, i.e., acquiring rights to Works and subscribing to Fragment for Today,
 - 3.5.1.7. Providing selected Recordings, Works, or Excerpt free of charge on Today within the scope of the promotion,
 - 3.5.1.8. downloading of Works, which are the subject of the Rights Acquisition,
 - 3.5.1.9. Use of Codes for Acquisition of rights to Works or promotional rights,

- 3.5.1.10. Use of the module "DOWNLOADED" - containing a library of Works to which the User has acquired rights or which have been made available to him free of charge as part of a promotion,
- 3.5.1.11. use of the Profile that allows logging out deleting downloaded Songs from the device, selecting options for GSM downloads, enabling or disabling the option to renew your Fragment for Today and Recordings and Songs subscriptions, enabling or disabling PUSH Notifications, bookmarking and marking Songs and Recordings as favorites,
- 3.5.1.12. Use the Player and its functionality for listening to Songs and Excerpts on Today.

3.6. The Service Provider sets the prices for the Acquisition of Rights to Works and the subscription of an Excerpt for Today and may be subject to change, including their temporary abolition for the period of the promotion referred to in Section 7 of the Terms and Conditions. Data and information contained in the Application, in detailed descriptions of products and their prices, are offers within the meaning of the Civil Code. The User accepts the offer by placing an Order as specified in further provisions of the Regulations. By the time the Order is set, the proposal - particularly the price - may change.

4. **REGISTRATION, LOGIN, AND USER PROFILE**

- 4.1. Registration is voluntary and free of charge. During Registration, the User may agree to receive PUSH Notifications; however, such consent is voluntary and is not a condition for Registration or use of the Application.
- 4.2. To complete the Registration, you must:
 - 4.2.1. Fill out the registration form by providing your e-mail address (which will be your Login) and assigning your Account a password for access,
 - 4.2.2. Or log in via your Facebook or Google Account, and in both of the above cases: read and accept the Terms and Conditions of the Application and give the consent referred to in Section 13 of the Terms and Conditions. The User is obliged to provide accurate data.
- 4.3. After registering in the Application, subsequent logins are made using the data provided in the registration form, particularly the login and access password, or through the Facebook or Google Account used for Registration.
- 4.4. The individual features of the Profile are login and password. The User is responsible for keeping them confidential. If the User loses them, the Service Provider shall not be held accountable for the consequences of this event. If the User fails the password or needs to change it, the User should contact the Service Provider at kontakt@bibliaaudio.pl.

5. **ARTICLES**

- 5.1. Subject to the cases in Section 7 of the Promotion, the Application allows the User to acquire the rights to the Works to the extent specified in Section 9.3 of the Regulations by paying the price set by the Service Provider.
- 5.2. The presentation of each Work consists of the name, the symbol denoting the Work, the number of chapters available in the Work, and the duration of the Work.
- 5.3. The rights to Works distributed through the Application collectively cover the entire collection of Recordings included in a given Work. Therefore, acquiring rights to selected Recordings outside of the Work is impossible. It is also not possible to obtain requests only to a part of the Recordings of a selected Work if the User has already made an Acquisition of rights to the Work comprising a part of the Recordings included in the selected Work. The above does not preclude granting the User a free license for the use of Recordings constituting part of the Work during the period of the promotion.
- 5.4. Acquisition of rights to a Work that includes Recordings that are also part of another Work acquired earlier does not entitle the User to demand a reduction in the price of the Work, a refund of the cost of the Work acquired earlier, or to withdraw from or terminate the contract.

6. **PROMOTIONS**

- 6.1. Service Provider may introduce promotions for Subscriptions for selected Works, Recordings, or Excerpts for Today to the extent freely determined by it. During the promotional period, the Service Provider may reduce the price or exempt Users periodically or permanently from the obligation to pay the Acquisition of Rights to selected Works or Recordings or for the Subscription of an Excerpt for Today by the terms of the promotion. The terms and conditions of the promotion are specified in the Terms and Conditions of the Promotion, of which the Service Provider informs Users on its Website or using a newsletter. The terms and conditions of the promotion specify, in particular, the duration of the promotion and its subject matter.

- 6.2. The introduction of a promotion does not create an obligation to refund the User the price of the Rights Acquisition or the price of the subscription paid previously (i.e., before the promotional period) by the User for the Work covered by the promotion or for the subscription.
- 6.3. The covered Works or Excerpt Subscription for Today shall be made available to the extent of the license specified in the Promotion Terms and Conditions ("promotional license") upon entry into the promotion.
- 6.4. Joining the promotion is done by accepting the terms and conditions of the promotion, which may require the fulfillment of certain requirements before entering the promotion (e.g., signing up for the newsletter) or the submission of statements by the User with the content specified in the Terms and Conditions of the Promotion.
- 6.5. After the expiration of the promotional period, the User loses access to the Works or Subscriptions made available free of charge, and further use of the Works or Subscriptions is subject to the general rules outlined in these Regulations.
- 6.6. Meeting the conditions and joining the promotion is voluntary but necessary for participation in the promotion. Despite not entering the promotion, each User shall have the opportunity to fully use the functionalities of the Application, including those covered by the promotion, to the extent governed by the Application Regulations and applicable prices.

7. **RULES FOR PLACING AND PROCESSING ORDERS**

- 7.1. By means of the Application, the User places orders and performs the acquisition of rights to Subscription of the Excerpt for Today and the Works to the extent specified in Section 9 of the Regulations. Acquisition of rights takes place based on an agreement concluded at a distance, by electronic means. The acquirer of the right (license) is the User, and the licensor is the Service Provider.
- 7.2. If the User is a consumer, they shall have all the rights provided for by the relevant legislation, the Consumer Rights Act, subject to the provisions of these Regulations, particularly Section 13, which are consistent with the Act mentioned above.
- 7.3. Prices in the Application are given in Polish zloty and include VAT.
- 7.4. The User may place orders on the Application 7 days a week, 24 hours a day (subject to the availability of the Application - see paragraphs 2.10 - 2.12 of the Regulations).
- 7.5. To place an order, please:
 - 7.5.1. Log in to the Application,
 - 7.5.2. make a selection of the subscription to be purchased by going to Profile, My Plan, Select Plan,
 - 7.5.3. Click the "Select this plan" or "Buy now" icon,
 - 7.5.4. select the form of payment,
 - 7.5.5. Click the "Order and pay" button.
- 7.6. Acquisition of the right to a Subscription shall result in immediate fulfillment of the Order and performance by the Service Provider by:
 - 7.6.1. Providing the User with the opportunity to listen via the Player to Songs and Excerpts for Today falling on each calendar day during the Subscription Period.

8. **THE SCOPE OF THE RIGHTS ACQUIRED BY THE USER OF THE APPLICATION**

- 8.1. The rights to the Application, the Works, as well as the Excerpts on Today are vested in the Service Provider and its licensors.
- 8.2. The Service Provider grants the User a limited, non-exclusive, revocable, royalty-free license to use the Application. This license shall remain valid until the Application is uninstalled or the Agreement is terminated by the User or the Service Provider, in particular by discontinuing the Services.
- 8.3. In the event of the User's Acquisition of rights to the Work according to Section 5.1 of the Terms and Conditions, the Service Provider grants the User, at the time of such acquisition, a limited, paid, non-exclusive, perpetual, and irrevocable license to use the Acquired Work for their non-commercial use ("Work License").
- 8.4. In the case of subscription by the User of the Excerpt for Today and the Works and Recordings - the Service Provider grants the User upon Subscription a limited, non-exclusive, irrevocable, and term license to use the Excerpt for Today and the Works and Recordings for their non-commercial use during the Subscription Period.
- 8.5. The Work, the Recording, and the Excerpt on Today may be used by the User exclusively for personal use within Article 23 of the Law on Copyright and Related Rights. Any other use of the Works and Excerpts on

Today requires the Service Provider's approval and permissions. The User accepts and agrees that they will use the Works and Excerpts on Today for their non-commercial use, and in particular:

- 8.5.1. shall not publish or distribute the Works and Excerpts on Today in any form,
- 8.5.2. shall not make the Works and Excerpts for Today available to others either directly or through any media or electronic communication means;
- 8.5.3. shall not publish or distribute any excerpts, modifications, or dependent works that are developments of the Works or Excerpts on Today.
- 8.6. Copying or distributing Work will constitute a violation of law and will lead to compensatory and possibly criminal liability. The above does not prevent the use of Works acquired by the User by a circle of persons remaining with him in a personal relationship, in particular kinship, affinity, or social connection in the scope determined by the provisions of the Act on Copyright and Related Rights.
- 8.7. The author's economic rights to the Works and Excerpts on Today and the rights to the Application, despite acquiring the rights specified above by the User, are still vested in the Service Provider. Therefore, the Service Provider remains the only entity entitled in this respect despite installing the Application on the User's device and downloading the Work by the User.
- 8.8. The name of the Application and its elements, especially the logo, concept, content, and graphics, are subject to legal protection and are the exclusive property of the Service Provider. Accordingly, it is also prohibited to use the Application, its name, and other elements for commercial, advertising, promotional and non-commercial purposes.

9. **METHODS OF PAYMENT**

- 9.1. Acquisition of the Rights and Subscription are effected through online payment processing through the Distribution Platform operator, which is, respectively: on the Android platform - Google Inc. and on the iOS platform - Apple Inc. Payment can also be made via Mobile Network, PayPal, credit or debit card.
- 9.2. In the case of payment on the iOS platform - Apple Inc. will be debited from the iTunes Account after confirmation of the purchase, i.e., Acquisition of the Rights to the Work or Subscription of the Excerpt for Today.
- 9.3. Processing of the Order takes place immediately after payment.

10. **COMPLAINTS AND LIABILITY**

- 10.1. The User may file a complaint regarding, in particular, the functioning of the Application or a defect in the Work or Excerpt on Today (e.g., inability to reproduce it).
- 10.2. Complaints may be submitted in writing to the Service Provider's address indicated in section 1.23 of the Terms and Conditions or to the e-mail address kontakt@bibliaaudio.pl
- 10.3. The complaint should include at least the following:
 - 10.3.1. Data that allows for the identification of the User,
 - 10.3.2. Description of the subject of the complaint, i.e., a concise citation of the circumstances justifying the complaint (e.g., irregularities in the Application or defects in the Work) and the User's expectations related to it.
- 10.4. If the data or information provided in the complaint needs to be supplemented, the Service Provider, before considering the complaint, will ask the User to increase it, indicating the necessary scope of supplementation.
- 10.5. The Service Provider is obliged to consider the complaint as soon as possible, within no more than 14 working days from the receipt of a correctly submitted complaint.
- 10.6. The Service Provider shall inform the User in writing or to the User's e-mail address about the processing of the complaint.
- 10.7. Subject to the provisions below and within the limits of the mandatory provisions of the law, the Service Provider shall be responsible for the security of the offered Service and the confidentiality of the data it administers to the extent and under the terms of these Regulations.
- 10.8. The Service Provider shall not be liable for damages resulting from periodic technical interruptions in the functioning of the Application and the provision of Services. However, the Service Provider shall make every effort to minimize the inconvenience to Users resulting from periodic technical interruptions.

11. **PERSONAL DATA - PRIVACY POLICY**

- 11.1. To conclude and implement the Agreement with the Service Provider, the User must provide data in the form of an e-mail address and password.

- 11.2. The provision of personal data is voluntary.
- 11.3. Personal data provided to the Service Provider by the User is subject to legal protection under the terms of the RODO and relevant national laws.
- 11.4. The administrator of personal data obtained in connection with the conclusion of the Agreement with the User, the execution of orders, and the provision of Services is the Service Provider.
- 11.5. User's data are processed to the extent necessary to establish, shape the content, change or terminate the legal relationship between the User and the Service Provider. Provision of this data is required due to the nature of the Service provided and the manner of its settlement - including for Registration and creation of the Profile and conclusion of the Agreement, payment of the acquisition of Rights to Works subscription Fragment for Today through the Application, and determination of the conditions and periods (terms) of use of the functionality of the Application (in particular Fragment for Today), (the basis of Article 6(1)(b) of RODO - personal data necessary for the performance of the Agreement).
- 11.6. User data are processed to the extent necessary for accounting and tax purposes and for possible audits (the basis of Article 6(1)(c) of the DPA - personal data required to fulfill legal obligations).
- 11.7. Users' data may be processed for purposes arising from the legitimate interests pursued by the Service Provider, and in particular for direct marketing of the Service Provider's services; organizing contests, promotions, and other events by the Service Provider; monitoring the services provided and improving their quality; ensuring the security of the services offered by the Service Provider; investigating possible claims by the Service Provider or defending against claims (the basis of Article 6(1)(f) of the RODO - personal data necessary for purposes arising from the legitimate interests pursued by the administrator).
- 11.8. The Service Provider may also process the User's data with the User's consent expressed in a separate statement for the purposes specified in the content of the support (the basis of Article 6(1)(a) RODO - consent). From the moment the User has given their consent, their data for the specified purpose shall be processed solely based on the consent until the processing is discontinued for any reason, primarily the withdrawal of the license.
- 11.9. The Service Provider processing the data undertakes to exercise special care to protect the interests of the Users to whom the data relate, and in particular, shall ensure that the data are:
 - 11.9.1. Processed by the law,
 - 11.9.2. collected for designated legitimate purposes and not subjected to further processing incompatible with those purposes, subject to exceptions provided by law, substantively correct and adequate in relation to the purposes for which they are processed,
 - 11.9.3. stored in a form that allows identification of the Users to whom they relate, to the extent necessary for the performance of the Agreement and for no longer than required to achieve the purpose of processing.
- 11.10. The Organizer may also process the following data characterizing your use of the Services (exploitation data):
 - 11.10.1. User identification markings are assigned based on the data referred to in Section 12.3,
 - 11.10.2. designations identifying the termination of the telecommunications network or data communications system used by the User,
 - 11.10.3. information about the start, end, and scope of each use of the Services,
 - 11.10.4. Information about the User's use of the Services.
- 11.11. Your personal information may be shared:
 - 11.11.1. Members of the Service Provider's staff, regardless of the basis of employment,
 - 11.11.2. companies that support the Service Provider in the provision of its Services, including, most notably, the entity providing Application development services to the Service Provider, as well as entities providing consulting, accounting, tax, legal, IT, document archiving and destruction, marketing, parcel delivery and mailing services,
 - 11.11.3. to public authorities authorized to access the data under applicable law.
- 11.12. The Service Provider shall ensure that Users whose personal data it processes exercise their rights under the RODO, including:
 - 11.12.1. You have the right to access the content of your data and to receive a copy of it, the right to correct it (supplement, update, rectify), as well as the right to control the processing of your data under the principles described in the RODO, in particular, to obtain information about the purpose, scope, and manner of data processing, and the right to delete, limit processing, the right to data portability,

- 11.12.2. Users have the right to lodge a complaint with the President of the Office for Personal Data Protection if they consider that the processing of their personal data violates personal data protection regulations,
- 11.12.3. The User has the right to object to the processing of their personal data for direct marketing purposes to the extent that the processing is related to direct marketing; if they exercise this right, the Service Provider will stop processing the data for this purpose,
- 11.12.4. The User has the right to object to the processing of their data when the processing is necessary for other purposes arising from legitimate interests pursued by the Service Provider or a third party. If such an objection is raised, the Service Provider will cease to process the User's data for the purposes mentioned above unless the Service Provider can demonstrate that there are valid legitimate grounds overriding the User's interests, rights, and freedoms concerning the data, or the User's data is necessary for the possible establishment, investigation or defense of claims.
- 11.12.5. Whenever the Service Provider processes personal data based on the consent granted, the User to whom the data relate has the right to withdraw consent at any time; the User will be informed of the method of withdrawal of consent each time it is granted; withdrawal of consent does not affect the legality of the processing carried out based on consent before its withdrawal.
- 11.13. To exercise the rights listed in Section 12.12, as well as in all other matters relating to the processing of personal data and the exercise of rights related to data processing, the User should contact the Service Provider at: iod@bibliaaudio.pl.
- 11.14. The Service Provider shall apply technical and organizational measures to ensure the protection of the processed personal data appropriate to the risks and categories of protected data, and in particular, shall protect the data from being disclosed to unauthorized persons, from being taken by an unauthorized person, from being processed in violation of the law, and from being altered, lost, damaged or destroyed.
- 11.15. At the request of the User and in the event of termination of the Agreement, the Service Provider shall delete the User's data, except data necessary to document the completion of the Services and to determine the User's possible liability for non-performance or improper performance of the Services, violation of the Regulations or applicable law or tort. In this case, the necessary data will be kept for the period required by law, and data will be held for possible establishment, investigation, or defense against claims - for the period resulting from the duration of the general limitation periods for claims calculated from the date of the last Rights Acquisition or Subscription, with this period being extended by one additional year for lawsuits filed at the end of the limitation period and problems of delivery.
- 11.16. The Application automatically collects information about the User's behavior in the Application: Registration, logging in, listening to an Excerpt for the day, and listening to Other Works. The Application also uses information contained in cookies (the content of cookies allows for the identification of the User), placed on the Application User's terminal device for the duration of the operation of the Application and after that - until they are deleted - Order to correct use of the Application, in particular, to authenticate the User, to correctly configure selected features of the Application, to recognize the User's device, to remember and personalize the interface of the User's Application. The Service Provider uses these files for:
 - 11.16.1. The ability to log in and maintain a session when logged in User in the Application,
 - 11.16.2. Create statistics on the use of the Application and the Works made available through it.
- 11.17. Personalization of the content of the messages and the proposed subsequent Songs for the User to listen to.
- 11.18. The Service Provider uses information contained in server system logs (e.g., IP address) for technical purposes related to server administration. Besides, IP addresses are used to collect general, anonymous, statistical demographic information (e.g., about the region from which the connection is made).
- 11.19. The Service Provider does not transfer Users' data outside the European Economic Area.
12. **WAIVER OF THE RIGHT TO WITHDRAW FROM THE CONTRACT IN CONNECTION WITH IMMEDIATE PERFORMANCE**
 - 12.1. Since the subject matter of the Agreement is the Acquisition of rights to the Subscription to Excerpt for Today and Works, which are digital content not recorded on a tangible medium. Acquisition of rights and Subscription imply simultaneous performance by the Service Provider through immediate enabling of listening to Works (and downloading them in the Application) and listening to Excerpts for Today, the User accepts and agrees that performance by the Service Provider occurs at the time of acquisition of rights (i.e., before the expiration of the 14 days for withdrawal from the Agreement) and results in the loss of this right. Failure to give the above consent prevents the purchase of Works or subscription to Excerpt for Today in the Application.

13. **FINAL PROVISIONS**

- 13.1. The Service Provider is entitled to change the provisions of the Regulations without having to justify it.
- 13.2. The Service Provider will inform the Users about the changes made to the Terms and Conditions by notifying the Application and publishing the unified text of the Terms and Conditions in the Application. Use of the Application after the new Regulations come into effect is subject to reading and accepting when the User logs into their Profile. Failure to accept the changes to the Regulations prevents logging into the Application and using its functionality.
- 13.3. If the User does not accept changes to the Terms and Conditions, they have the right to terminate the Agreement. In the case of using the paid subscription, the User is entitled to demand a refund of the price paid for the new Subscription Period. In the case of Acquisition of Rights to Works by clause 5.1 of the Regulations, the User retains the license for the Work referred to in clause 9.3 et seq. of the Regulations and may use the Work to the extent specified in this license. The User shall not be entitled to any claims in the event of termination of the use of the Free Subscription and the Works and Recordings made available to the User free of charge as a result of the termination of the Agreement.
- 13.4. The amendment to the Regulations shall take effect on the date specified in the notice.
- 13.5. The provisions of Polish law, especially the Civil Code, RODO, the Law on Copyright and Related Rights, the Law on Provision of Services by Electronic Means, and the Law on Consumer Rights of May 30, 2014, shall apply to matters not regulated in the Terms and Conditions.
- 13.6. All content, especially product descriptions, provided in the Application is used for identification purposes and may be protected under the Law on Copyright and Related Rights provisions.
- 13.7. These Regulations and all legal relations arising from providing the Services to the User shall be governed by Polish law. The Service Provider and the User submit to the exclusive jurisdiction of the Polish courts over any legal proceedings, disputes, or actions arising from or related to providing the Services and these Regulations. The court shall settle any disputes arising between the User and the Service Provider with local jurisdiction over the defendant's seat.