

Terms and Conditions of use – ONSTAGE application

GENERAL PROVISIONS

These Terms and Conditions specify the rules, scope, and terms and conditions of use of the ONSTAGE application, rendered available by the Julian Cochran Foundation. The software, graphic design, functional design, and graphic components of the Functionality and their data bases, as well as the content that does not originate from Users, constitute the subject of proprietary copyright and/or other rights to which the Foundation and/or other persons are entitled, and which are legally protected. Posting and disseminating Posts by Users using the Functionality proceeds pursuant to the terms and conditions specified in these Terms and Conditions.

DEFINITIONS

The terms used in these Terms and Conditions are synonymous with the terms used in the Terms and Conditions of the Application. For the purposes of these Terms and Conditions, the following definitions are adopted:

Post – an utterance posted and disseminated by the User using the Functionality;

Registration – the registration of an account in the Application by the User;

Profile – individual denotation of the User under which the User posts and disseminates their Posts using the Functionality;

Moderator – a person appointed by the Foundation to oversee the observance of these Terms and Conditions, as well as the order of discussion conducted using the Functionality.

TERMS AND CONDITIONS OF USE OF THE FUNCTIONALITY

1. Each User using the Functionality shall observe these Terms and Conditions. The User may use all Functionalities of the Application. The basic Functionalities of the Application, which the User may use without certifying their identity, include: information about a given concert, performers, performed pieces, composers, score tracking, information under the Reference Kit, and a direct concert feed during the concert. Chatting with other concert participants, evaluation, comments, private

artist messages via the e-mail application installed on the User's phone will be available upon prior confirmation of their identity, and solely during the concert. The use of the Functionality by the User shall be deemed equal to entering into a contract for the provision of electronic services enabling the User to use the Functionality pursuant to these Terms and Conditions.

2. The Foundation processes the information concerning Users, including their personal data, pursuant to the binding legal regulations, in particular pursuant to the Personal Data Protection Act of 29 August 1997 and the Act on the Provision of Services by Electronic Means of 18 July 2002, while employing all legally required protections.
3. The Foundation is the administrator of Users' personal data as per the Personal Data Protection Act of 29 August 1997.
4. Using the Functionalities is equal to:
 - a) the User's statement of cognizance and acceptance of all provisions of these Terms and Conditions;
 - b) the User's statement certifying that the personal data referred to in point 4 above is true;
 - c) the authorization of the Foundation by the User to process the User's personal data for the purposes of using the Functionalities.
5. Posts posted by the Users shall be automatically assigned to the User's login under which the Posts are stored and disseminated.
6. Subject to other provisions of these Terms and Conditions, the Posts posted and disseminated by Users using the Functionalities shall meet the following conditions:
 - a) They shall be free of any illegal content, or any content prohibited by these Terms and Conditions,
 - b) They shall be free of any content inconsistent with the principles of community life or decency (in particular with reference to any offensive and vulgar content),
 - c) They shall be free of any content violating the rights of other persons (in particular any content promoting racial hatred, offensive to the religious beliefs or dignity of others, violating their privacy or any other personal rights),
 - d) They shall not constitute chain messages,
 - e) They shall be free of any content worded in languages other than

- the languages of the Application, i.e. Polish and English,
- f) They shall not constitute reposted Posts,
 - g) They shall not contain links to other internet websites,
 - h) They shall be free of any commercial content that promotes the User or any other persons or entities advertising any products and services,
 - i) They shall not contain spam.
7. Users shall post and disseminate their Posts using the Functionality at their own responsibility. The Foundation shall not be responsible for the content of Posts, as it only provides Users with the technical possibility to post and disseminate their Posts. Users have been notified that their Posts will be read and assessed, free of charge, by other persons using the Functionality.
 8. The use of respective Functionalities is free of charge, subject to the User's obligation to pay the fee to the entities (telecommunications operators) providing them with telecommunications services (Internet access and data transmissions) in exchange for the access to the Internet and/or data transmission, based on price lists and terms and conditions set for such services, where such fees are not charged by the Foundation, and shall not constitute a fee for enabling Users to use the Functionalities.
 9. The Foundation does not guarantee uninterrupted access to the Functionality of the Application or the parameters of access quality. The parameters of access quality depend on the User's phone and the capacity of the internet connection and other factors over which the Foundation has no influence.

USERS' RIGHTS AND OBLIGATIONS

1. When using the Application, the User shall only post and disseminate Posts that meet the conditions specified in these Terms and Conditions. The User shall repair any damages suffered by the Foundation due to the posting and dissemination of Posts that fail to meet the conditions specified in these Terms and Conditions. The User shall be the holder of all rights to the Posts posted and disseminated by the User using the Functionality, with regard to the posting, storage, and dissemination of the Posts within the scope of the Application, as well as their free reading and evaluation by other Users of the Functionality, including the proprietary copyright to the Posts as per the Copyright and Related Rights Act of 4 February 1994

(Journal of Laws 2006, no. 90, item 631 as amended).

2. The statement of acceptance of these Terms and Conditions shall be deemed equal to the statement that the User's Posts shall not violate any third party copyright as per the Copyright and Related Rights Act of 4 February 1994 (Journal of Laws 2006, no. 90, item 631 as amended), or any third part copyright as per other regulations. The User shall repair any damages suffered by the Foundation due to any third party claims related to the violation of copyright or any other right to the Posts posted and disseminated by the User using the Functionalities.
3. The User shall settle with any persons holding any rights to the Posts posted and disseminated by the User using the Functionality, provided that such authorized persons' claims are made with reference to such rights.
4. The User shall fulfill all legal obligations required to post, store, and disseminate Posts in the Application, and to enable other Functionality Users to read and assess them pursuant to these Terms and Conditions.
5. If a given Post has not been written by the User, or has been co-written with another party, the User shall be entitled to post, store, and disseminate the Post in the Application, and to enable other persons to read and/or assess the Post pursuant to these Terms and Conditions, based on a separate contract concluded with the person(s) holding any rights to the content of the Post and/or the collective copyright management organization(s) (provided that such intermediacy is legally required). Before submitting the Post created by other parties (or co-create by the User and other parties), the User shall contact such third parties or organizations referred to in the previous sentence, and determine the terms and conditions for posting and disseminating the Post in the Application, and conclude any required contracts. The User shall not submit any Posts that have not been solely created by the User without prior consent from appropriate third parties or organizations referred to in this point as to the posting, storage, and dissemination of Posts in the Application, including any dissemination fees to which such third parties and/or organizations are entitled. The User shall repair any damages suffered by the Foundation due to claims by third parties entitled in any respect to the Posts submitted, stored, and disseminated by the User in the Application, as well as any claims made by collective copyright management organizations.
6. The User grants the Foundation a free license, valid in perpetuity and throughout the universe, to use the Posts submitted and disseminated by

the User using the Functionality in the following fields:

- a) Recording and multiplication (including entries into memories of computers and other devices), rendering available via ITC networks (including, in particular, the Internet, multimedia networks and IPTV), as well as the possibility to multiply Posts using ITC networks,
 - b) Public performance, presentation, screening, playing, and broadcasting (wireless and cable broadcasting by ground stations or via the satellite) and rebroadcasting, using any systems, techniques or formats, as well as rendering Posts publically available in such a manner that enables all interested parties to access Posts at a desired time and place,
 - c) Render the Posts available as a video-on-demand,
 - d) Render the Posts available as a Disc on Demand and via "cloud" disks, webcasting, simulcasting, as well as streaming, HD technology and 3D technology, as well as any telecommunications services using any systems and devices (among others landline and/or cell phones, tablets, personal and/or portable computers, as well as messages using any available technologies such as GSM, UMTS, etc., transmitted via telecommunications data transfer networks),
 - e) Use the Posts in multimedia pieces.
7. The User grants the Foundation the sole right, valid in perpetuity and throughout the universe, to give consent to the execution of derivative copyright to their Post(s), in particular to administer and use compilations of the User's Post(s). The User shall also refrain from taking actions restricting this right in the future.
 8. The Foundation shall have the right to use the User's Post and/or its compilation, in part or in whole, and to change the User's Post and combine it with other works or artistic performances, and the User represents they shall not treat such actions as a violation of their reputation.
 9. The User may, at any time, resign from using the Functionality. The User's resignation ensues through logging off and/or removing the Application. The User who wishes to resign from using the Functionality should submit their resignation to the Foundation in the form of a statement of resignation. The statement referred to in the previous sentence should be sent to info@onstageapplication.com, and should contain, in particular, the User's login, name and surname. The Foundation will remove the User's account, which the User opened in the course of the Registration, within

five business days from the date of receipt of the User's statement of resignation. The termination of the User's account shall not result in the removal of the Posts submitted and disseminated by the User via the Functionality, to the use of which by the Foundation the User has agreed as per these Terms and Conditions. The provisions of the third sentence of this point shall not apply in the cases in which the User's account has been secured at the request of an authorized party or authority pursuant to the legal regulations in force or/and when the obligation to secure the User's account results from the legal regulations in force.

FOUNDATION'S RESPONSIBILITIES

1. The Foundation reserves the right to resign from rendering the Functionality available and providing it to Users (i.e. terminating the Functionality) at any time, in particular due to important technical and/or organizational reasons, including as of the date of issue of an appropriate statement. The Foundation shall notify Users of its resignation from rendering the Functionality available and providing it to Users by posting an appropriate statement at onstageapplication.com.
2. The Foundation shall have the right to prohibit the User from accessing their Post(s) or terminate the provision of the Functionality in the events when:
 - a) A given Post violates legal regulations and/or the provisions of these Terms and Conditions,
 - b) The Foundation is notified by appropriate authorities or receives credible information ascertaining the illegal character of the Post,
 - c) The User's login remains in violation of the law and/or the provisions of these Terms and Conditions,
 - d) The Foundation removes the content of the Application.
3. Each User may notify the Foundation of the cases in which other Users submit, store, and disseminate Posts that violate legal regulations and/or these Terms and Conditions.
4. The Foundation shall not be responsible for the User's loss of their password and login, or for their unauthorized use by third parties.

AMENDMENTS TO FUNCTIONALITY USE.

1. These Terms and Conditions enter into force on the date of their

publication online at onstageapplication.com and as the ONSTAGE mobile application.

2. The Foundation reserves the right to amend these Terms and Conditions at any time. Any changes to these Terms and Conditions shall enter into force and become binding to Users as of the moment of their publication.
3. Continued use of the Functionality by the User upon introduction of changes to these Terms and Conditions shall be deemed equal to the User's statement of cognizance regarding any such changes to these Terms and Conditions, as well as the User's statement of acceptance of such changes to these Terms and Conditions.
4. The User is obliged to remain up to date with any changes to these Terms and Conditions.