

1. Usage of the Website

1.1 Usage of [...] website (hereinafter called: „The Website“) and any other products, channels, software, data feeds and services provided to users on, from or through the Website (hereinafter called: „the Service“) is subject to the terms of the agreement concluded between the User and the 360 Tune box channel (hereinafter called: „the Channel“).

1.2 The Terms form a legally binding agreement between the User and the Channel in relation to use of the Service by the User. The User shall take the time to read the terms carefully.

1.3 The terms apply to all users of the Service, including users who are also contributors of the Content on the Service. “The Content” includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials that the User may view on, access through or contribute to the Service.

2. Accepting the Terms

2.1 In order to use the Service, the User must firstly agree to the Terms. If the User does not accept the Terms, the usage of the Service will not be possible.

2.2 The User can accept the Terms by simple using the Service. The User understands and agrees that the Channel will treat use of the Service by the User as acceptance of the Terms from that point onwards.

2.3 The User may not use the Service and may not accept the Terms if (a) the User is not of legal age to form a binding contract with the Channel or (b) the User is the person who is either barred or otherwise legally prohibited from receiving or using the Service under the laws of the country in which the User is resident or from which the User accesses or uses the Service.

3. Copyrights

3.1 The User hereby declares, that he possesses all required rights or licenses to share The Content. In particular the User has all the property copyrights and related rights to the submitted Content allowing him to put the Content on the Website. The User hereby agrees for free of charges usage of this Content by the Channel without any limitations regarding the territory, time, number of specimens in the following fields of exploitation:

1. publishing and multiplexing of the whole part and the individual elements of the Content on The Channel;
2. the consolidation (including the key into the computer or other device), the production of copies (reproduction) by any means, including printing, reprographic, magnetic recording, mechanical, optical, electronic or other analogue or digital technology, in any system or format, on all media, including audio and video media, paper or paper-like carriers, light-sensitive, magnetic, optical discs, memory bones, computer media, network media (including the Internet) and other media recording and storage;
3. marketing of the copy, rent, lease, lend or exchange carriers on which the Content is embodied, the market right in the country and abroad, marketing via the Internet and other data transmission technologies by using telecommunications networks, informatics and wireless; introduction computer memory and multimedia networks;
4. any other distribution, including broadcasting and re-broadcasting, including by means of sound or vision wired or wireless, the ground stations via satellite, cable networks, media or telecommunications or other systems of communication (including simulcasting or webcasting), as coded or encoded in open or closed circuit, in any technology (including analog or digital) system, or format, with or without possibility of recording so that everyone can have access to it in a place and at the time individually chosen by everyone, including through ground stations via satellite, cable, telecommunications and multimedia, databases, servers, or other devices and systems, including third parties, in open or closed circuit, in any

technology, system or format, with or without the possibility of recording, display, public performance;

5. preparation of the foreign language versions, using in the multimedia works, websites, promotional materials, websites and telecommunication networks, via mobile devices, using the IP protocol, press, advertising low-and large-scale, on the cover of any media and inside it and transfer the right to the domestic and foreign customers, merchandising - by using the elements of the Content, including in particular the title and the character images as trade marks for any purpose;

6. any other public perform, display, project;

and the User hereby agrees to make amendments, reviews, updating and modifications of the Content by the Channel, executed by the Channel dependent copyright to the transferred Content, the usage of the Content for the information purposes, publicity and self-promotion, in all fields of exploitation thereof and processing and sharing of personal data: name, surname and the name, address, phone number, e-mail. Furthermore, the User declares that He has the consent of everyone whose image is shown in the submitted Content, for the free of charges usage by the Channel entirely or excerpt, as amended.

3.2 The Channel will negotiate with the organizations of collective management of the copyrights and related rights to settle the rules of paying the required amounts due to usage of the Content within the Website.

3.3 The User hereby declares that he will be responsible for any infringements of the copyrights or any other rights of third parties as a result of execution of the license granted to the Channel by the User.

4. Content

4.1 The User understands that whether or not Content is published, the Channel does not guarantee any confidentiality with respect to Content.

4.2 The User understands and agrees that the User is solely responsible for his own Content and the consequences of posting or publishing it. the Channel does not endorse any Content or any opinion, recommendation, or advice expressed therein disclaims any and all liability in connection with Content.

4.3. The User agrees that he will not post or upload any Content which contains material which it is unlawful for the User to possess in the country in which the User is resident, or which it would be unlawful for the Channel to use or possess in connection with the provision of the Service.

4.4 The User agrees that Content he submit to the Service will not contain any third party copyright material, or material that is subject to other third party proprietary rights (including rights of privacy or rights of publicity).

4.5. On becoming aware of any potential violation of these Terms the Channel reserves that right (but shall have not obligation) to decide whether Content complies with the Content requirements set out in these Terms and may remove such Content and/or terminate a User's access for uploading Content which is in violation of these Terms.

5. The Channel content on the Website

5.1 With the exception of Content submitted to the Service by the User, all other Content on the Service is either owned by or licensed to the Channel, and is subject to copyrights, trade mark rights, and other intellectual property rights of the Channel or the Channel's licensors.

Any third party trade or service marks present the Content not uploaded or posted by the User are trade or service marks of their respective owners. Such Content may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purpose whatsoever without the prior written consent of the Channel or, where applicable, the Channel's licensors. The Channel and its licensors reserve all rights not expressly granted in and to their Content.

6. Ending User's relationship with the Channel

6.1 The Terms will continue to apply until terminated by either the User or the Channel as set out below.

6.2 If the User wants to terminate legal agreement with the Channel, the User may do so by notifying the Channel. User's notice should be sent in writing to the Channel's address which is set out at the beginning of these Terms.

6.3 The Channel may at any time terminate its legal agreement with the User if:

1. the User has breached any provision of the Terms (or has acted in manner which clearly shows that the User does not intend to, or is unable to comply with the provisions of the Terms); or
2. The Channel is required to do so by law (for example, where the provision of the Service to the User is, or becomes, unlawful).

7. Exclusion of Warranties

7.1 Nothing in the Terms shall affect any statutory rights that the User is always entitled to as a consumer and that the User cannot contractually agree to alter or waive.

7.2 The Service is provided „as is” and the Channel makes no warranty or representation to the User with respect to them

7.3 In particular the Channel does not represent or warrant to the User that;

1. User's use of the Service will meet User's requirements,
2. User's use of the Service will be uninterrupted, timely, secure or free from error,
3. any information obtained by the User as a result of User's use of the Service will be accurate or reliable, and
4. that defects in the operation or functionality of any software provided to the User as part of the Service will be corrected.

7.4 No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Service except to the extent that they are expressly set out in the Terms.

8. Limitation of Liability

8.1 The Channel shall not be liable to the User for:

1. any indirect or consequential losses which may be incurred by the User. This shall include; (i) any loss of profit (whether incurred directly or indirectly); (ii) any loss of goodwill or business reputation; (iii) any loss of opportunity; or (iv) any loss of data suffered by you;
2. any loss or damage which may be incurred by the User as a result of:
 - 1 any reliance placed by the User on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between the User and any advertiser or sponsor whose advertising appears on the Service;

- 2 any changes which the Channel may make to the Service, or for any permanent or temporary cessation in the provision of the Service (or any features within the Service);
- 3 the deletion of, corruption of, or failure to store, any Content and other communications data maintained or transmitted by or through User's use of the Service;
- 4 User's failure to provide the Channel with accurate account information;
- 5 User's failure to keep User's password or the Channel account details secure and confidential.

9. Final Provisions

9.1 The Terms constitute the whole legal agreement between the User and the Channel and govern User's use of the Service and completely replace any prior agreements between the User and the Channel in relation to the Service.

9.2 The User agrees that the Channel may provide the User with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Service.

9.3 The User agrees that if the Channel does not exercise or enforce any legal right or remedy which is contained in the Terms (or which the Channel has the benefit of under any applicable law), this will not be taken to be a formal waiver of the Channel's rights and that those rights or remedies will still be available to the Channel.

9.4 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

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