

## Terms and Conditions

Before creating an account on the Service, you must carefully read the following Terms and Conditions. By creating an account, the User is obligated to:

1. Familiarize themselves with the content of the Terms and Conditions and agree to all its provisions.
2. Use the Service in compliance with the law.
3. Review the information about the processing of their personal data as specified in the Terms and Conditions and the Privacy Policy (available at: <https://lolture.com/privacy-policy>).

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## Terms of Use for the Online Service [www.lolture.com](http://www.lolture.com) and Copyright Protection Policy

### I. Definitions

1.1. The terms used in these Terms and Conditions mean:

- **User's Email Address:** The email address exclusively managed by the User, necessary for authorization when accessing the User Account, determined during the Registration process.
- **Failure:** A state of the Service preventing the User from using the Service, excluding cases such as suspension periods or outages allowed under these Terms and Conditions, violations of the Terms and Conditions by the User, force majeure, or issues in the telecommunication infrastructure used by the User.
- **Password:** A string of alphanumeric characters required for authorization when accessing the User Account, set during Registration.
- **Comment:** A written opinion by the User about Content referenced by another User.
- **User Account (Account, Profile):** An account accessible only after one-time Registration and subsequent login with a Username and Password, enabling the User to upload Content references (links). The Account may include additional information about the User based on the current features offered by the Service.
- **Username (Login):** A string of alphanumeric characters set by the User during Registration, required for authorization when accessing the User Account.
- **Registration:** A one-time action by which the User creates a User Account via the administrative panel provided by the Service Provider on the Service website.
- **Terms and Conditions:** These Terms and Conditions of the Service available at: [www.lolture.com/terms](http://www.lolture.com/terms).
- **Service:** The online platform enabling Users to store Content, available at [www.lolture.com](http://www.lolture.com), through which the Service is provided.
- **Parties:** The Service Provider and the User.
- **Force Majeure:** Extraordinary external events beyond the control of a Party, which could not have been prevented with due diligence.

- **Content (Contents):** Multimedia content and objects (e.g., information, data, graphic files, photos, or videos), including works as defined by copyright law and personal images, uploaded by the User through their Account.
  - **Agreement:** An electronic service agreement between the Parties.
  - **Service:** Hosting service provided by the Service Provider under these Terms and Conditions via the Service, enabling the User to store Content uploaded via their Account.
  - **Service Provider:** Cube Investments Sp. z o.o., based in Warsaw (01-940), at Palisadowa 20/22, registered in the National Court Register maintained by the District Court for Warsaw, XII Commercial Division of the National Court Register, under KRS number 0000379765, NIP: 6772355060, REGON: 121470203.
  - **Copyright Law:** The Act of February 4, 1994, on Copyright and Related Rights.
  - **Personal Data Protection Act:** The Act of August 27, 1997, on Personal Data Protection.
  - **Electronic Services Act:** The Act of July 18, 2002, on Providing Services by Electronic Means.
  - **Broadcasting Act:** The Act of December 29, 1992, on Broadcasting.
  - **User:** An individual aged 18 or older. Users under 18 require the consent of their legal representative.
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## II. General Provisions

- 2.1. These Terms and Conditions define the rules for Users' use of the online service at [www.lolture.com](http://www.lolture.com) and services offered through it.
  - 2.2. These Terms and Conditions constitute the regulations referred to in Article 8 of the Electronic Services Act.
  - 2.3. The Service's name, concept, graphic design, software, database, and graphical elements provided to Users are protected by law.
  - 2.4. Using the Service or its services implies the User's agreement to the conditions outlined in these Terms and Conditions.
  - 2.5. The Service Provider reserves the right to restrict access to selected services for Users meeting specific conditions. Restrictions will be clearly outlined on the Service's website.
  - 2.6. Under applicable laws, the Service Provider may restrict the provision of services to individuals aged 18 or older. Users will be notified of this restriction.
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## III. Scope and Conditions of Use

- 3.1. The Service Provider undertakes to provide the Service under the scope and conditions specified in these Terms and Conditions.
- 3.2. The Service includes storing Content uploaded by the User via their Account.

3.3. The Agreement is concluded when the User submits a completed registration form, per the Registration procedure. The Agreement is indefinite.

3.4. To use the Service, the User must complete Registration by accepting the registration form available on the Service website, filling in the required fields, and submitting it.

3.5. Service use is possible if the User's IT system meets these minimum requirements:

- **Processor:** 1 GHz
- **Memory:** 512 MB
- **Browser:** Microsoft Internet Explorer 7.0 or newer with support for JavaScript and Java applets.
- **Extensions:** ActiveXPlayer enabled, DRM updated.
- **Additional software (if needed):** Flash, Quicktime, Acrobat Reader, decompression programs.
- **Screen resolution:** Optimized for 1280x800.

3.6. Either Party may terminate the Agreement without stating reasons, effective immediately, while respecting the rights acquired by the other Party before termination. No minimum duration is required before termination.

3.7. To terminate the Agreement, the Service Provider will notify the User at the email address provided during Registration at least 14 days before the planned termination of the User Account.

3.8. The User may terminate the Agreement by deleting their Account through the user panel. All account data will be deleted from the Service's database one year after the account deletion.

3.9. The User agrees to comply with the provisions of these Terms and Conditions. The Service Provider reserves the right to modify the technical method of providing the Service based on the available rights and technical capabilities without degrading its quality or impacting the rights and obligations of the Parties.

3.10. To ensure secure communication within the provided Service, the Service Provider employs technical and organizational measures proportional to the level of threat to the provided Service.

3.11. The Service Provider reserves the right to send technical and system-related information regarding the Service to the User's Account, which does not constitute commercial information under the Electronic Services Act.

3.12. The Service Provider is not an Internet service provider. Users must independently obtain access to a computer workstation to use the Service.

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#### IV. User Registration

4.1. During Registration, the User performs the following actions:

1. Confirms they have read and accepted the Terms and Conditions.
2. Fills out the registration form available on the Service website.

3. Provides their Username, Password, and Email Address, confirming the Email Address by clicking a link in an email sent by the Service Provider.
  4. Gains access to their User Account using the Username and Password.
- 4.2. Upon completing Registration, the User gains access to their User Account, provided by the Service Provider each time they enter their Username and Password.
- 4.3. During Registration and use of the Service, the User must:
- Provide truthful, accurate, and current data that does not mislead or infringe on third-party rights.
  - Update their registration data immediately following any changes by editing their User Account information.
  - Keep their Password confidential and not share it with others.
- 4.4. The User is solely responsible for the information they provide, including their Username and Password, and for any infringement of third-party rights arising from their choices. They are also responsible for any consequences of sharing their Password with others.
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## **V. Copyright of Uploaded Content and Reporting Violations**

- 5.1. The User declares they hold the necessary rights to use the Service and to the Content they upload, including:
- Economic copyright and related rights to the works within the meaning of the Copyright Law.
  - Exclusive rights to industrial property.
  - Rights to use the image of performers.
  - Rights to use titles and artist names related to the Content.
- 5.2. Content and references (links) are uploaded by the User through their Account.
- 5.3. The User assumes full responsibility for the Content, Comments, and Usernames they upload, including their compliance with these Terms and Conditions and applicable laws.
- 5.4. It is strictly prohibited to upload the following types of Content, Comments, or Usernames:
1. Content uploaded in bad faith, e.g., with the intent to harm third-party personal rights or the reputation of the Service Provider.
  2. Offensive or threatening content, or content that could be considered inappropriate or violate good manners (e.g., vulgar language or terms commonly deemed offensive).
  3. Content that infringes on the rights of third parties, including the copyright or personal rights of other Users.
  4. Content that violates laws regarding intellectual property, trade secrets, or confidentiality agreements.
  5. Content harmful to the physical, psychological, or moral development of minors, particularly pornographic or violent content.

6. Content inciting violence, hatred, or discrimination based on gender, race, ethnicity, religion, or other characteristics.
7. Content facilitating criminal acts or promoting terrorism.
8. Content that otherwise violates these Terms and Conditions or applicable laws.

5.5. Users or third parties who become aware of violations involving Content, Comments, or Usernames should immediately report them to the Service at [contact@lolture.com](mailto:contact@lolture.com). Violations of video or broadcast content can also be reported under the Broadcasting Act.

5.6. Violation reports must include:

- The details of the reporting entity.
- A description of the violation.
- Identification of the Content, Comments, or Username involved.

5.7. For video or broadcast-related violations under the Broadcasting Act, the Service Provider will respond within 48 hours of receiving the report. The assessment criteria include:

- User declarations regarding compliance.
- Reports from other Users.
- Evaluation by the Service's review team.

5.8. Disputes about violation reports may be resolved amicably through mediation.

5.9. For video or broadcast-related violations, the reporting entity may file a complaint with the National Broadcasting Council.

5.10. The Service Provider is not liable for the nature of User-uploaded Content, Comments, or Usernames and does not routinely verify their compliance. Review occurs only after a valid violation report.

5.11. Upon confirming a violation, the Service Provider may:

- Remove the Content, Comments, or Usernames involved.
- Delete the violating User's Account.
- Prevent the User from re-registering or re-uploading violating materials.

5.12. If a User does not address a legal violation within the designated timeframe, the Service Provider may block access to certain Content, broadcasts, or other uploads.

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## **VI. Rules for Using the Service**

6.1. The User must:

- Use the Service in a way that does not disrupt its operation (e.g., by not using unauthorized software or devices).
- Avoid actions such as:

- Sending unsolicited commercial information.
- Registering multiple accounts.
- Using others' accounts or sharing their account credentials.
- Engaging in activities to obtain other Users' Passwords.

6.2. Accounts inactive for over six months may be deleted without notice.

6.3. The User is fully responsible for activities conducted via their Account.

6.4. The User must promptly notify the Service Provider of any breach of their Account security or these Terms and Conditions.

6.5. The Service Provider may block or delete an Account if the User:

- Provides false, misleading, or outdated information during Registration.
- Uploads illegal or prohibited Content.
- Violates third-party rights or disrupts the Service.

6.6. A person whose access has been revoked may not re-register without the Service Provider's consent.

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## **VII. Complaints**

7.1. The User must:

1. Notify the Service Provider of any irregularities, malfunctions, or disruptions in the Service.
2. Keep their Password confidential.
3. Comply with the law and these Terms and Conditions, avoiding prohibited Content.

7.2. Complaints regarding Service functionality can be sent to [biuro@loiture.com](mailto:biuro@loiture.com).

7.3. The Service allows Users to:

- Obtain information about the Service.
- Report issues or malfunctions.
- Seek assistance with Registration.
- Submit complaints.

7.4. Complaints can be submitted in writing or electronically, subject to technical capabilities.

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## **VIII. Liability**

8.1. The Service Provider is not liable for technical problems or limitations related to the User's equipment or infrastructure that hinder Service use.

8.2. The User is solely responsible for ensuring their equipment and systems are compatible with the Service.

8.3. The Service Provider is not liable for:

- Content loss due to hardware or system failures.
- Third-party advertisements within the Service.
- Misuse of Content by other Users.

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## **IX. Privacy Policy**

9.1. The Service Provider processes Users' personal data to operate the Service, ensure its proper functioning, and provide the Services offered through the platform.

9.2. The Service Provider reserves the right to disclose selected User information to authorized authorities or third parties upon a legally valid request, in compliance with applicable laws. Outside of these cases, User information will not be disclosed to third parties without the User's consent.

9.3. User data, including personal data, will be stored for no longer than necessary for the use of the Service and subsequently deleted.

9.4. Every User has the right to access, correct, update, or request the deletion of their personal data. Such requests must be submitted in writing to the Service Provider. If deleting data is necessary to access certain features or services, the User will lose access to those functionalities.

9.5. When the User connects to the Service, system logs record the User's device information (including IP address) and activity. These logs may be processed for technical purposes and to collect general statistical data.

9.6. The Service uses cookies to gather information related to the User's use of the Service. Cookies identify the User's computer to ensure that their Account is being accessed using the correct Username and Password.

9.7. Upon Registration, the User agrees to their data being visible to all Service visitors. Similarly, registered Users will have access to information shared by other Users.

9.8. Users sharing personal data (e.g., names, images, addresses) about others in the Service are responsible for ensuring compliance with data protection laws.

9.9. The Service Provider strives to maintain a high level of data security but acknowledges that full confidentiality of stored or transmitted information cannot be guaranteed due to technical constraints.

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## **X. Final Provisions**

10.1. The Service Provider reserves the right to temporarily suspend Services for maintenance purposes.

10.2. The Service Provider may discontinue the Service entirely, with at least 14 days' notice to Users.

10.3. The Service Provider may terminate Services to Users who violate these Terms and Conditions, particularly by uploading prohibited Content.

10.4. Any disputes between the Service Provider and Users who are Consumers will be resolved by competent courts under the applicable laws.

10.5. The invalidity of any provision of these Terms and Conditions does not affect the validity of the remaining provisions.

10.6. Matters not covered by these Terms and Conditions will be governed by applicable Polish laws, including the Civil Code and the Electronic Services Act.

10.7. The Service Provider reserves the right to amend these Terms and Conditions. Changes take effect upon being published on the Service's website. Users will be informed about changes via the main page.

10.8. The current version of the Terms and Conditions is published on the Service website and is available to Users upon request.

10.9. These Terms and Conditions are effective as of December 15, 2010, with the latest version dated October 1, 2024