

# GENERAL TERMS AND CONDITIONS FOR HBO EUROPE S.R.O's ONLINE SERVICE

## 1 Generally

**1.1** HBO Europe s.r.o. with its registered office at Jankovcova 1037/49, Praha 7, Postcode: 170 00, the Czech Republic, registered in the commercial register administered by the City Court in Praha, Section C, Insert 29418 (hereinafter "**HBO**") provides (i) an on demand audiovisual media service; and (ii) the linear audiovisual media services: HBO, HBO2 and HBO3 channels, currently jointly known as "HBO GO", to be made available at [www.hbogo.pl](http://www.hbogo.pl) or another website or application designated by HBO (hereinafter the "**Website**") with the linear and on-demand content as applicable (hereinafter the "**Service**").

**1.2** These general terms and conditions (hereinafter the "**User Terms and Conditions**") apply to agreements between HBO and a natural person (hereinafter the "User") regarding the Service. Only natural persons who are 18 years of age and older who reside in Poland may enter into an agreement with HBO on providing the Service. HBO has the right to refuse to enter into an agreement, or immediately terminate an agreement with a User if the User has previously breached HBO's User Terms and Conditions. HBO may, instead of refusing to enter into or terminate an agreement, require the User to provide security for such User's obligations pursuant to the agreement.

**1.3** These User Terms and Conditions apply to and are binding upon HBO and the User. Agreements are also subject to special terms and conditions (including any special offers, prices, payment terms and methods, term of agreement, etc.), offered by HBO from time to time in conjunction with the execution by the User of an agreement with HBO. In conjunction with any conflicts between the special terms and conditions and the User Terms and Conditions, the special terms and conditions shall prevail. The User Terms and Conditions and the special terms and conditions together constitute the agreement applicable between the User and HBO (hereinafter the "**Agreement**"). If the subscription to the Service is purchased via a third party acting as an agent or commissioner (e.g. iTunes-Apple, hereinafter: "**Third Party Agent**"), the terms and conditions of this Agreement shall be applicable subject to the special terms specified in section 22. Regardless of whether a subscription to the Service is purchased from HBO directly or via a Third Party Agent, HBO is the provider of the Service and responsible for its content, and the User has to enter into this Agreement with HBO. In order to obtain access to the Service, the User must confirm that the User has read and accepted the Agreement.

**1.4** After ordering the Service from HBO, HBO will provide a confirmation of the Agreement by e-mail sent to the e-mail address submitted by the User in connection with the User's registration according to section 4 below. Such confirmation will contain the text of the Agreement. The Agreement is concluded in the moment when the User accepts the Agreement by clicking the designated button on the Website to finalize the order.

**1.5** The Agreement can only be concluded in the Polish language only. The Agreement (which constitutes agreement concluded by electronic means) will be stored by HBO and the User will receive the text of the Agreement in the confirmation email delivered to the email address provided by the User. The currently applicable User Terms and Conditions are available on the Website. Users acknowledge that their personal data are processed by HBO in compliance with the applicable Personal Data Policy available on the Website.

## 2 Scope of the Service

### *Territory*

**2.1** The Service may only primarily be used in Poland (hereinafter the "Territory"). Users are entitled to use the Service while temporarily present in other member states of European Economic Area (hereinafter: "**EEA**") in accordance with the Regulation 2017/1128 of the European Parliament and of the Council on cross-border portability of online content services in the internal market. The EEA includes EU countries and also Iceland, Liechtenstein and Norway. When Users access the Website or initiates content playback, HBO will verify that the Users' IP address is located in the EEA. If the Users' IP address is unidentifiable or located outside of the EEA, the access to the Website will not be provided and content playback will be denied.

### *Content*

**2.2** On the Website the Service contains movies, series, documentaries and other programs available:

(i) as the live channels: "HBO", "HBO2" and "HBO3" channels (the "**Channels**"); and

(ii) on-demand basis included by HBO at its sole discretion from time to time.

The User obtains access to the content which is provided on the Website from time to time, immediately after the User has ordered the Service and accepted the Agreement. HBO strives to continuously improve the User's viewer experience. The Service and its content may therefore, in the future from time to time be replaced, modified or updated.

2.2.1 The current list of on-demand content of the Service shall be available on the Website. Changes, modifications to, or updates of, the on-demand content of the Service and other changes to the appearance of the Website are not to be deemed to constitute a modification of the Agreement or the Service unless applicable law requires otherwise.

2.2.2 The User acknowledges that some of the selected programming may not be available on the Channels distributed via the Website due to legal restrictions of the content owners. HBO reserves the right to change the name any of the Channels included in the Service and/or include also other channels in the Service, without any prior notice. Such changes or unavailability of certain programming on any of the Channels (or other channel(s)) will not be considered as changes to the Agreements.

2.2.3 Most of the programming included in the Service is available in Polish language (either voiced-over or dubbed and/or subtitled), however some programming may only be available in original language.

HBO may introduce different tiers of the Service with different pricing in the future. If different tiers are introduced, individuals will be able to subscribe to any of the tiers at their election.

### *Subscription*

**2.3** For a monthly fee, the User may subscribe and obtain access to the full content of the Service or selected tier of the Service, if made available.

**2.4** HBO may offer the Service without charge on terms specified in connection with the offer and the Agreement and determined upon its sole discretion (hereinafter the “**Trial Period**”). The User can choose to terminate the Service, at any time during the Trial Period, without having to pay for the Service. HBO does not charge any fees during the Trial Period.

**2.5** If HBO offers the Trial Period, the Users who are eligible may only use one Trial Period during a consecutive twelve (12) months period. Trial Period eligibility may be verified by HBO based on data provided by the User, including but not limited to the e-mail address, payment method and/or ID devices ascribed to the account, in order to prevent abuse of the Trial Period. In case HBO suspects abuse of the Trial Period or its terms, HBO may immediately take measures to prevent such abuse, including termination of the Agreement.

**2.6** If the User has not terminated the Agreement during the Trial Period, the Trial Period will automatically, and without notice to the User, transform into a usual subscription for which the User must pay the ordinary subscription fee. If the User decides to not become a paying User, the User must thus terminate the Agreement during the Trial Period. The end date of the Trial Period will be made available to the User in the user account on a continuous basis.

**2.7** HBO or its partners may from time to time offer vouchers for use of the Service by the Users. Unless the terms and conditions of the voucher offer provide otherwise, by redeeming such vouchers, Users are entitled to a one time special promotional use of the Service for a limited period of time (e.g. an additional free trial period in addition to the Trial Period) (hereinafter the “**Promotion Period**”), and Users will be eligible to use one voucher (and participate in one voucher campaign) during any consecutive twelve (12) months' period.

## 3 Use of the Service

To be able to use the Service, the User must register a user account on the Website (see, further, section 4), have access to equipment, systems and connections in accordance with these User Terms and Conditions (see further, section 5), and after the expiration of a potential Trial Period or Promotion Period, make payment in accordance with these User Terms and Conditions (see, further, section 6). Furthermore, certain technical safeguards have been implemented to prevent unauthorized use of the Service, such as copying, use outside the Territory and EEA and further dissemination of the content provided in the Service.

## 4 Registration, user name and password

**4.1** Registration of a user account must take place in the Territory on [www.hbogo.pl](http://www.hbogo.pl) by using the Polish credit/debit card or such other payment method available on the Website. Users who have a permanent residence in Poland and are physically present in their country of residence at the time of the registration may register an account in order to access the Service. When the User registers an account, HBO will verify that the User's payment method is issued in Poland and that the User's IP address is located in the same country. If the User's IP address is unidentifiable or located in another country than Poland or if the User's payment method is issued in a country outside of Poland, the access to the Service will not be provided.

**4.2** The User shall be responsible for ensuring that the stated information at the time of registration is correct, and, where necessary, update his/her user account with correct information. Upon registration, the User may only provide information regarding its payment method of choice. Obvious data entry errors will be checked and notified to the User. Nevertheless, the User should review and verify the completeness and accuracy of his/her data supplied during the registration process.

**4.3** Depending on the payment method of choice, upon registration the User shall be requested to provide all or some of the following data: first name, last name, e-mail address, password, credit/debit card number, CVV/CCV code and credit/debit card expiration date, cardholder name, details related to a payment method of choice, for example, the account details of a relevant payment provider, voucher code or any other information that might be required and necessary to complete the registration (hereinafter the "**Log-On Information**"). The User's Log-On Information is personal and may not be used by a third party. The User shall store the Log-On Information in order to protect it against unauthorised access. The User is responsible for all use of the Service which takes place through the User's account.

**4.4** If the User suspects unauthorised use of the User's Log-On Information, the User shall immediately notify HBO of this fact and change the User's password. In the event HBO has cause to believe that the Log-On Information has been disclosed or in some other manner is being misused by unauthorised persons, HBO shall be entitled to immediately terminate the Agreement in accordance with section 12.4 (c).

**4.5** HBO shall be entitled at any time to request that the User changes the User's password. Changes shall be effected promptly and may cause temporary disruptions in the use of the Service.

**4.6** The use of any payment method of choice may be blocked in case of reasonable suspicion of fraud or any other offence.

## 5 Equipment, etc.

**5.1** In order to use the Service, the User must possess the necessary and approved systems, connection and equipment.

**5.2** The specification of current systems requirements is available on the Website. However, the fulfilment of these systems requirements does not guarantee that the User will be able to use the Service indefinitely and for reasons outside HBO's control. Use of the Service may require the installation by the User of third-party software. HBO will provide information on the Website regarding which third-party software can be used, but HBO does not provide its own software and shall not be responsible for such third-party software and updates thereof.

**5.3** The Service requires that the User has access to the necessary Internet connection. The User is responsible for all costs associated with such connection, including data traffic costs, irrespective of where in the Territory (see, above, section 2.1) the User uses the Service. The specification of requirements for the minimum download speed required to use the Service is available on the Website.

**5.4** Only the types of devices currently listed on the Website may be used and registered for the Service. HBO shall be entitled from time to time to determine which device that is to be regarded as approved based on current technical development and standards. HBO does not provide its own devices and assumes no responsibility for any approved device's performance or its continuous compatibility with the Service and updates thereof.

**5.5** The User shall be entitled to use and register the Service on up to five (5) approved devices, which includes computers, mobile phones, tablets or other approved devices. Changes of registered, approved devices may be carried out on the User's account (currently maximum 5 times per month). HBO may implement rules regarding the frequency with which registered, approved devices may be changed by the User. Information regarding such rules shall be communicated to the User in accordance with section 11 below. Unless otherwise notified by HBO, only two (2) simultaneous streams of the Service are allowed on registered and approved devices.

**5.6** To the extent permitted by the applicable law, HBO is not responsible for the User's failure to use the Service

or for access to the Service being limited due to an overload on the Internet or due to faults or problems relating to computers or other devices, networks, electronics or communications which are outside of HBO's control.

## 6 Fees and payment

**6.1** Fees for the Service shall be payable in accordance with the prices applicable from time to time which are available on the Website. The applicable fees will be available to the User prior to the conclusion of the Agreement and the registration procedure provides for an express confirmation by the User that he is aware that the order is with the obligation to pay the price. If (i) the price is determined in Euro and (ii) the payment method used for the payment is based on local currency, the applicable exchange rate will be determined by the relevant bank (or by payment provider). HBO is not responsible for the applicable exchange rate or for other charges applied by the bank or by a payment provider. Please contact your payment method service provider for details.

**6.2** If the User is not eligible for a Trial Period, nor for a Promotion Period, the first payment of the subscription fee shall be made on the date when the User entered into the Agreement and thereafter payments of the subscription fee to HBO for the immediately following month shall be made in advance on the same day of each month which corresponds to the day upon which the User entered into the Agreement for the Service. If such day does not exist in the given month the last day of the given calendar month shall be the payment date.

**6.3** The User may effect payment of the fee through any of the means of payment offered by HBO on the Website. The User agrees to sign the necessary documents and, at each due date, keep sufficient funds for payment of the Service available through the selected means of payment.

**6.4** If the User is granted a Trial Period or Promotion Period, no payment shall be made during such period(s). A first payment shall be made on the first day after the end of the Trial Period or the Promotion Period (provided the User has not terminated the Agreement before the end of the Trial Period or the Promotion Period) and thereafter the same day each month the following months. If such day does not exist in the given month the last day of the given calendar month shall be the payment date.

**6.5** If sufficient funds are not made available by the User on the date when payment is due, HBO will provide a "failed payment" notification by e-mail sent to the e-mail address submitted by the User and HBO will again try to draw the fee – no more than five (5) times – from the credit or debit card.

**6.6** If payment is not made on time, HBO shall also be entitled to suspend or limit the User's access to the Service immediately. HBO shall also be entitled to terminate the Agreement immediately if the delay in payment exceeds twenty (20) days.

## 7 Use of the Service

**7.1** The User may only use the Service for the User's personal use and in accordance with these User Terms and Conditions. The User may not - and may not encourage, facilitate or cause any other party to - do any of the following:

- (a) use the Service for a commercial or public purpose;
- (b) use the Service for any unlawful or unsuitable purpose;
- (c) copy/reproduce, lend, sell, broadcast, or otherwise distribute, edit or in any other manner transfer or adapt content from the Service;
- (d) circumvent, modify, remove, alter or in any other manner manipulate any security, encryption, or other technology or software which is part of the Service; or
- (e) otherwise use the Service in contravention of copyright laws, other laws, or these User Terms and Conditions.

**7.2** The Service may only be used within the Territory and in compliance with section 2.1 hereof within the EEA. The User may not in any manner - and may not encourage, facilitate or cause a third party to - use or attempt to use the Service outside the Territory or under conditions hereof outside the EEA.

**7.3** Use of the Service in violation of this section 7 shall at all times be deemed to constitute a material breach of Agreement which may result in HBO terminating the Service with immediate effect (see, further, section 12).

## 8 Minors

**8.1** The Service may contain materials which are deemed unsuitable for minors and which may be perceived by others as obscene or disturbing.

**8.2** The Service is not intended to be used by children without the involvement, supervision and consent of parents or guardians. Parents, guardians or other adults who allow children to use the Service shall bear sole responsibility for determining whether the content of the Service is suitable for such child.

**8.3** HBO provides technical means to restrict access to the Service or to certain content. A password, PIN Code or other similar means may be required to access the Service or certain content. The User is responsible for ensuring that such technical means are activated and effective as provided and instructed by HBO, unless such means must always be used to access to the Service.

## 9 Modifications and amendments

**9.1** User hereby expressly acknowledges that HBO has a right to change the fees and other clauses of the Terms and Conditions to a reasonable extent. The User shall be notified of such changes by e-mail sent to the e-mail address provided by the User no later than thirty (30) days prior to such change entering into force. In conjunction with such change, the User shall be entitled to terminate the Agreement with effect on the day upon which the change is to take effect. HBO shall inform the User in its notice of his/her right to terminate the Agreement. If the User does not terminate the Agreement before such change takes effect, the User shall be deemed to have accepted such change.

**9.2** User hereby expressly acknowledges that HBO has a right to make significant changes to the content covered by the Service to reasonable extent. The User shall be notified of such changes by e-mail sent to the e-mail address provided by the User no later than thirty (30) days prior to such change entering into force. In conjunction with such significant change, the User shall be entitled to terminate the Agreement with effect on the day upon which the change is to take effect. HBO shall inform the User in its notice of his/her right to terminate the Agreement. If the User does not terminate the Agreement before the change takes effect, the User shall be deemed to have accepted such change.

**9.3** For the purpose of section 9.2, a change which relates to the content is significant where the volume of the content covered by the Service is drastically reduced or the overall orientation of the content is significantly changed. The expiry or termination of a license for a certain program or series, or the decision not to produce or include further seasons of a certain series shall not be deemed a significant change. The significant change shall be only such change, which will result in significant decrease of the titles of the films and/or series included in the Service. The significant decrease shall mean the decrease by 50% or more of all titles of films and/or series on the overall content covered by the Service.

**9.4** In case of early termination pursuant to this section 9, when the User has made payment related to a period after the expiry, HBO will repay the exceeding amount within thirty (30) days from the expiry of the Agreement.

### *Information to Users regarding changes and repayment*

**9.5** Information regarding changes described above will be provided to Users in accordance with section 11 below.

## 10 Loss of right of withdrawal

By entering into the Agreement, the User explicitly grants his/her consent to providing access to (delivering of) the Service immediately after entering into the Agreement and paying the fee pursuant to Agreement. The User hereby acknowledges that by getting access to (delivery of) the Service before the end of the fourteen (14) day period for withdrawal from the Agreement, the User loses the right to withdraw from the Agreement pursuant to Section 1829 of the Civil Code (Act. No. 89/2012 Coll., as amended), within the fourteen (14) days period after entering into the Agreement. If the User has entered into the Agreement and the provision of the Service has commenced, but the User no longer wants to use the Service and be bound by the Agreement, then the User has to terminate the Agreement in accordance with section 12 below. The registration procedure provides for an express confirmation (checkbox) by the User that he/she grants consent to providing access to (delivering of) the Service immediately after entering into the Agreement and paying the fee and acknowledgement that by getting access to (delivery of) the Service before the end of the fourteen (14) day period for withdrawal from the Agreement, the User loses the right to withdraw from the Agreement.

The provision of this Section 10 does not affect the User's right to terminate the Agreement at any time during the Trial Period without having to pay for the Service, as provided in Section 2.4.

## 11 Information to customers

**11.1** HBO may send notices to the User by e-mail, or publication on the Website in compliance with the applicable laws.

**11.2** The User is obliged to update his contact information should these change during the use of the Service. HBO shall be deemed to have fulfilled its notification obligation by sending notices to the last-stated e-mail address of the User, regardless whether such address is no longer used by the User or are otherwise unusable.

## 12 Term of the Agreement and termination

**12.1** Agreements on subscription for the Service is entered into for a subscription period of one (1) month and is automatically prolonged one (1) month at a time until the User or HBO terminates the Agreement pursuant to these User Terms and Conditions. Except for, as set forth in section 9.4 above, no subscription fee paid in advance for the relevant period will be repaid and the User has the right to continue to use the Service until the end of that period. If the User is entitled to a Trial Period pursuant to section 2.4 or Promotion Period pursuant to section 2.7, the subscription period starts running from the first day of the Trial Period, or Promotion Period, as applicable, and lasts for the period equal to the Trial Period and/or Promotion Period, as applicable, and is automatically prolonged for one (1) month period(s) until the User or HBO terminates the Agreement pursuant to these User Terms and Conditions.

**12.2** If the User wishes to terminate the Agreement, HBO must be notified by e-mail, post letter or, if HBO provides such alternative, through the Website (at [hbogo.pl/contact](mailto:hbogo.pl/contact)). In case the User initiates the termination, HBO will send a confirmatory e-mail to the User at the end of the subscription period. If HBO wishes to terminate the Agreement, HBO shall notify the User by e-mail or post letter. In accordance with clause 12.1 the Agreement will be terminated as of the end of the then current one month term of the Agreement.

**12.3** In conjunction with changes to fees or the User Terms and Conditions, the right to termination shall occur in accordance with section 9.

**12.4** Subject to what is prescribed above, HBO shall be entitled to terminate the Agreement with immediate effect and at the same time make the Service immediately unavailable to the User in the event that:

- (a) the User is delayed in making payment for a period of not less than twenty (20) days;
- (b) there are reasonable grounds to assume that the User is insolvent;
- (c) the User abuses the Trial Period, the Promotion Period or its terms;
- (d) there is unauthorised use of the Service or there are reasonable grounds to assume that such unauthorised use is occurring;
- (e) the User has tried to use a Trial Period on more than one (1) occasion during any twelve (12) month consecutive period; or
- (f) the User has in some other manner committed a material breach of the Agreement, or repeated breach of the Agreement.

## 13 Intellectual property rights

**13.1** In conjunction with the execution of the Agreement with HBO, HBO grants the User a non-exclusive, non-transferable and limited license to watch the content of the Service. The User may only use the Service and its content in accordance with the Agreement and for his/her private personal use.

**13.2** The materials on the Website and the content of the Service are protected by copyright, trade mark law and/or other intellectual property laws. The Agreement with HBO does not in any way entail a transfer to the User of any title or any other intellectual property rights to the contents of the Service or to the Service.

## 14 Security

**14.1** The User shall not be entitled to act in any manner that may cause the Service or Website to no longer function, being overloaded, damaged or impaired. Nor may the User impinge on another User's use of the Service.

**14.2** The User may not attempt to acquire unauthorised access to networks, computer systems, content or

information relating to the Website or the Service. Breaches of this provision shall at all times be deemed to constitute a material breach of the Agreement which, among others, may result in termination of the Agreement with immediate effect (see, further, section 12).

## 15 Limitation of liability, disruptions and outages

**15.1** The User shall notify HBO on any disruptions, outages and other faults as soon as possible, and not later than seven days following their occurrence, to be entitled to any compensation in accordance with Section 15.2 hereof. HBO shall not be responsible for faults in the Service which are beyond HBO's control in accordance with section 5.6 above or other faults due to the use by the User of equipment which is not approved or which is due to the negligence of (i) the User, or (ii) a third party.

**15.2** In respect of such disruptions, outages and other faults for which HBO bears responsibility under section 15.1 and resulting in the Service being unusable for a continuous period exceeding 24 hours, Users who request it, shall be entitled to receive a proportional reduction in the fee. If the disruptions, outages and other faults for which HBO bears responsibility under section 15.1, result in the Service being unusable for period exceeding (i) three consecutive days, or (ii) ten days in total during any calendar month, User may terminate the subscription agreement with retroactive effect as of the last payment (billing) date (the "**Termination Date**") and request the refund of the monthly subscription fee paid for the month after the Termination Date. In addition, Users may request compensation of costs reasonably spent for making a justified claim under this Section 15.2. within one month following the deadline for making such claim. Refunds will be made by using the payment method chosen by the User for payment of the subscription fee. In case of continued subscription, the amount of the compensation will be, at HBO's discretion, (i) deducted from the next payment of the subscription fee or (ii) provided in a form of a voucher.

**15.3** Users are not entitled to any compensation for disruptions, outages and other faults resulting in the Service which are due to maintenance. HBO informs Users that there are three types of maintenance:

Monthly Scheduled Maintenance: It occurs one day per each month between 01:00 AM-05:00AM CEST.

Non Scheduled Maintenance: It may occur between 01:00 AM-05:00AM CEST if it is necessary from operation point of view.

Emergency Maintenance: It may occur anytime, in case there is an emergency technical issue which would materially affect the delivery of the Service. If the Emergency Maintenance lasts for a continuous period exceeding 24 hours, the HBO's liability shall be governed by Section 15.2 hereof, unless Emergency Maintenance was caused by circumstances beyond HBO's control.

During all 3 maintenance breaks the Service may not be accessed.

**15.4** User's claims for compensation have to be filed using contact details provided in Section 21 hereof for termination, complaints and claims. The claims shall contain the name of the User, description of the fault and the period of its duration, and a material evidencing such fault (if requested by HBO). HBO may request other details necessary to identify the User, to determine the amount of compensation, and to settle the claim.

## 16 Duty to compensate

The User consents to compensate and hold HBO, its subsidiaries, employees, board members and licensors harmless for any losses, expenses or demands arising as a result of, or in conjunction with, the User's breach of the Agreement, the User's violation of applicable laws or the User's violations of third-party rights.

## 17 Assignment

HBO shall be entitled, with the prior consent of the User, to assign its rights, claims and obligations pursuant to the Agreement to another company within the same group or to a third party who may be reasonably expected to fulfil its obligations pursuant to the Agreement in a satisfactory manner. The User shall be entitled to assign the User's rights and obligations pursuant to the Agreement with prior HBO's consent.

## 18 Links from the Website

The Website may include links to other websites provided by third parties. HBO has no control over, and assumes no responsibility whatsoever for, such links or the content of such websites. The User's use of such websites shall be at the User's own risk.

## 19 No consent

If HBO refrains from requiring the fulfilment of a right under the Agreement or refrains from acting against the User's violation of the Agreement this shall not be deemed an authorization of the infringement or future similar infringements and shall not otherwise affect HBO's rights pursuant to the Agreement.

## 20 Complaints and Disputes

If the User is, for any reason, not satisfied with the Service, such Subscriber may contact HBO using contact details specified in Section 21 or other contact details if available on the Website.

The User and HBO shall first attempt to resolve any disputes arising out of the Agreement by an amicable settlement. In the event, the parties cannot reach a settlement, the dispute shall be resolved by a competent court in Poland. The Agreement is governed by the Czech Law, unless otherwise provided herein. You may also be entitled to certain consumer protection rights and other mandatory provisions under the laws of Polish jurisdiction. The User shall, as a consumer, before filing an action with a competent court, have the right to refer complaints to one of the Polish bodies authorized to resolve consumer's complaints and disputes out of court. The current list of such bodies is published in the Register available at the Office for Competition and Consumer Protection (UOKiK) website: [polubowne.uokik.gov.pl](https://polubowne.uokik.gov.pl) and include inter alia Regional Offices of the Polish Trade Inspection or , or to use the link <https://ec.europa.eu/consumers/odr> to resolve a consumer dispute out of court online. With respect to the content of the Service, the User may file its complaint with the Czech Council for Radio and Television Broadcasting, [www.rrtv.cz](http://www.rrtv.cz).

## 21 Contact information and competent regulator

HBO may be contacted at the address HBO Europe s.r.o., Jankovcova 1037/49, Praha 7, Postcode: 170 00, the Czech Republic, phone number: +420 261094444 or email address: [sekretariat@hbo.cz](mailto:sekretariat@hbo.cz).

In case of termination, complaints or claims, please use the following contact details: [hbogo.pl/contact](http://hbogo.pl/contact)

The Council for Radio and Television Broadcasting, Škrétkova 44/6, 120 00 Praha 2, the Czech Republic, [www.rrtv.cz](http://www.rrtv.cz), is a regulatory authority supervising the provision of the Service, including the HBO channels.

## 22 Third Party Agent

**22.1** If a subscription to the Service is purchased via a Third Party Agent, the creation/activation of the subscription, the payment and the termination of the subscription is managed by the Third Party Agent according to its special terms and conditions (e.g. the applicable iTunes terms and conditions, hereinafter: “**Third Party Special Terms**”). Therefore the User is obliged to read and accept the Third Party Special Terms in addition to the acceptance of this Agreement.

**22.2** In addition to the above mentioned, the following special terms shall apply if a subscription to the Service is purchased via a Third Party Agent. If there is any contradiction between the special terms below and the other terms of this Agreement, the special terms below shall govern. In addition the terms and conditions of this Agreement, the Third Party Special Terms shall apply to the subscription in the following cases:

(i) The Third Party Agent is responsible for all subscription creation/activation, payment or failed payment and termination related communications.

(ii) Vouchers – specified in section 2.7. - cannot be redeemed via Third Party Agent.

(iii) Registration shall take place on a special HBO application to be installed on a device or via an operating system controlled by the Third Party Agent. The subscription fee will be charged by the Third Party Agent, provided that the User has registered a credit/debit card or other valid payment method with the Third Party Agent.

(iv) The Third Party Agent is responsible for the collection of the recurring monthly subscription fees until the subscription is terminated.

(v) As part of the registration process the User must create its own HBO account by providing certain account information necessary to its creation (e.g. name, e-mail address and password). If a User does not have an account with HBO, access to the Service is not possible.

(vi) The Verification of the country specified in Section 4.1 will be done by the Third Party Agent.

(vii) If the User wishes to terminate the Agreement, the terms and conditions for termination stipulated in the



Third Party Special Terms shall apply and the User must contact the Third Party Agent and not HBO.

(viii) Refund claims shall be submitted to the Third Party Agent in accordance with the Third Party Special Terms. The Third Party Agent is responsible for the payment of any refund.

(ix) If the User has any questions or requests in connection with subscription creation, subscription activation, subscription termination or payment related issues, the User shall contact the customer service of Third Party Agent.

(x) Any request submitted to HBO under GDPR to Anonymize or delete an account, will not terminate the User's obligation to pay the subscription fee to the Third Party Agent. The subscription fee shall always be paid until the User terminates its subscription via Third Party Agent in accordance with the Third Party Special Terms.

(xi) If a User wishes to switch from a subscription to the Service via a Third Party Agent to a direct subscription with HBO, the User must first terminate the subscription via the Third Party Agent and thereafter register again directly with HBO using a credit/debit card or other valid payment method. If a User wishes to switch from a direct subscription with HBO to a subscription via a Third Party Agent, the User must first terminate direct subscription with HBO and thereafter register again via the Third Party Agent. HBO will not monitor whether a User has one or two subscriptions and/or payment methods activated.

(xii) Receipts or invoices are available via the Third Party Agent.

(xiii) According to GDPR, the Third Party Agent acts a separate data controller regarding the data collected and stored by the Third Party Agent. All data subject requests in connection with data collected, stored or otherwise processed by the Third Party Agent must be submitted to the Third Party Agent.