

TERMS OF SERVICE

See also: [Privacy_policy](#).

§1

General Provisions

1. Against Gravity Sp. z o.o. headquartered in Warsaw on Bukowińska 26C / 12, 02-703, registered in the City of Warsaw Regional Court, 12th Commercial Division of the National Court Register no. KRS 0000199919, share capital of 50 000 PLN (fully paid), NIP: 5262757178, REGON: 015682568, e-mail: vod@againstgravity.pl (hereinafter referred to as **"Against Gravity"** or **"Service Owner"**) provides access to purchasable or free film content (in the form of films available on the VOD platform), or the **"Service"**, particularly by means of electronically providing purchasable or free tickets (**"E-tickets"**) and passes (**"E-passes"**) granting access to films hosted on the vod.mdag.pl platform located at vod.mdag.pl (the **"Platform"**).
2. The Service is carried out in accordance with these Terms of Service.
3. These Terms of Service (**"Terms"**) specify the legal grounds for accessing the Service on the Platform. Every User is obliged to follow these Terms from the moment they take steps to access the Service. The **User** is any person using the Platform, particularly when they obtain Access to the Service on the Platform, whether free of charge or by purchasing Access. All Users must be over the legal age and fully able and competent to enter into the terms, conditions, and obligations set forth in these Terms.
4. Prior to commencing to use this Platform the Users are recommended to read these Terms. By commencing to use this platform the Users affirm that they have read these Terms and will comply with the provisions set herein.
5. Purchasing and/or downloading a free E-ticket or an E-pass is tantamount to consent to compliance with these Terms of Service (hereinafter referred to as **"Terms"**) setting forth the terms and conditions of free or purchasable access to the Platform, including the free download or online sale of E-tickets and E-passes to films hosted on the Platform.
6. Unless the Platform Owner decides otherwise, E-tickets and E-passes may only be purchased or downloaded for free by Users logged in to the Platform.
7. Information about the price, date, and duration of the User's access to a film is listed on the Platform on the Purchase Access web page as well as on the web page of the given film (hereinafter referred to as the **"Film Subpage"**).
8. The prices on the Platform are varied and listed in Polish zlotys including VAT. The prices of all services provided by the Platform become binding at the moment of purchase. The Owner reserves the right to modify the prices according to its current offer communicated on the Platform, as well as to introduce temporary promotional offerings or discounts and modify them; the above does not apply to access to films already purchased by the Users.
9. The films and other audiovisual material hosted on the Platform may be added, removed, and modified at will by Against Gravity while preserving the acquired rights of Users.

§2

Registering a User Account

1. A User Account must be registered in order to commence using the Service and receive access to films and other audiovisual material hosted on the Platform.
2. Registering a User Account is voluntary and free of charge.
3. Registering a User Account comprises the following steps:
 1. the registration form available on the Platform must be filled out with the User's first name, surname, e-mail address, and password;
 2. the [Terms of Service](#) and [Privacy Policy](#) must be read and consented to;
 3. the Platform Owner must send a message to the e-mail provided by the User in the registration form in order to activate the account;
 4. the User must activate the account by clicking the link contained in the message sent by the Platform Owner;
 5. the User becomes a Registered User once the registration process is successfully completed.

§3

E-tickets

1. An E-ticket allows its holder to watch a film within 24 hours of purchasing an E-ticket or downloading a free E-ticket; the purchaser or downloader will have access to the given film for 12 hours from the moment of confirming the "Play" command in the pop-up on the Film Subpage or from the moment of clicking the "Watch" and "Play" buttons associated with the given film on the My Account subpage.
2. The following conditions must be met in order to purchase an E-ticket through the Platform:
 1. the specific film must be selected on the Platform subject to the provisions of §1 Art. 7 and §3 Art. 3 of these Terms;
 2. the User must have created and logged in to their account;
 3. the User must have paid for the E-ticket using an electronic payment method available on the Platform;
 4. the User must have received the confirmation e-mail sent to the address specified by the User.
3. The number of E-tickets and the availability of individual films on the Platform may be limited; further access to the film will be impossible after the limit is reached. Information about limited availability is listed on the Film Subpage.
4. The following conditions must be met in order to download a free E-ticket from the Platform:
 1. the specific film must be selected on the Platform subject to the provisions of §1 Art. 7 and §3 Art. 3 of these Terms;
 2. the User must have created and logged in to their account.
5. An E-ticket allows its holder to watch a film within 24 hours of purchasing an E-ticket or downloading a free E-ticket; the purchaser or downloader will have access to the given film for 12 hours from the moment of confirming the "Play" command in the pop-up on the Film Subpage or from the moment of clicking the "Watch" and "Play" buttons next to the given film on the My Account subpage.

§4

E-passes

1. The following conditions must be met in order to purchase an E-pass through the Platform:
 1. the type of the E-pass must be selected on the Platform subject to the provisions of §4 Art. 4 and §4 Art. 8 of these Terms;
 2. the User must have created and logged in to their account;
 3. the User must have paid for the E-pass using an electronic payment method available on the Platform;
 4. the User must have received the confirmation e-mail sent to the address specified by the User.
2. In order to purchase an E-pass, the User must consent to the processing of personal data by Against Gravity Sp. z o.o. headquartered in Warsaw on Bukowińska 26C / 12, 02-703, registered in the City of Warsaw Regional Court, 12th Commercial Division of the National Court Register no. KRS 0000199919, share capital of 50 000 PLN (fully paid), NIP: 5262757178, REGON: 015682568, for the purpose of obtaining an E-pass, pursuant to the April 27, 2016 Regulation 2016/679 of European Parliament and the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (GDPR). While consent is voluntary, it is required for the purchase of an E-pass.
3. The Platform Owner is not responsible or liable for any damages resulting from erroneous or falsified data entered by the User in the online ordering form or from neglecting to read these Terms.
4. Various types of E-passes are available for purchase. The Platform Owner specifies that the User may hold a maximum of one active E-pass of a given type; holding more than one active E-pass is only possible if the User purchased two or more E-passes of different types and the Platform Owner enabled this purchase in the System. After an E-pass is exhausted, another E-pass of the specific type may be purchased.
5. The User may not purchase single E-tickets granting access to specific films while holding an active E-pass allowing access to the given films; if the active E-pass does not allow access to the given film, a single E-ticket may be purchased. The User may purchase single E-tickets once the E-pass is exhausted, unless the Platform Owner decides otherwise.
6. An E-pass allows the streaming of a set number of films hosted on the Platform throughout the access period obtained in accordance with the information in §1 Art. 7 of these Terms, subject to the provisions of §4 Art. 10 of these Terms.
7. The purchaser of an E-pass may watch the films covered by the E-pass either by accessing the Film Subpage or by clicking the "Watch with your E-pass" button next to the films tagged by the User as "To Watch" on the My Account subpage.
8. The number of E-passes and the availability of specific films through an E-pass may be limited; further access to these films will be impossible after the limit is reached. Information about limited availability or unavailability is listed on the Buy Access subpage.

9. Against Gravity reserves the right to restrict E-pass access to specific films. Information about restricted access via an E-pass is listed on the Film Subpage.
10. After creating an E-ticket with an active E-pass, the User has 12 hours to watch the film after clicking the "Watch with your E-pass" button on the Film Subpage or after clicking the "Watch with your E-pass" button next to the films tagged by the User as "To Watch" on the My Account subpage.

§5

Payments

1. The Customer is obliged to pay for the Service in a timely fashion.
2. The Price of a Single product is specified in the Product Description, the Agreement, or on the Price List. The Price is available prior to the placement of the Order by the User.
3. Online payments are made via a third-party online payment operator (hereinafter referred to as the "**Payment System Operator**"). The Payment System Operator is PayU and its terms of service are available on <https://poland.payu.com/dokumenty-prawne-do-pobrania/>
4. Against Gravity is not responsible for any consequence of malfunctions of the payment system maintained by the Payment System Operator covered by §5 Art. 1 above, nor for any action or neglect on the part of the Payment System Operator.
5. Placing an online order is tantamount to committing to pay for it by the User.
6. If the User's bank fails to confirm the payment for the online order within 5 minutes of it being placed, the online order will be automatically canceled. The money transferred from the User's bank account will remain with the Payment System Operator.
7. Against Gravity may issue a VAT invoice upon the User's request.
8. Users who are entrepreneurs may request a VAT invoice for an E-pass electronically at the time of purchase via the online form available on the Platform after the selection of an E-pass. An electronic VAT invoice will be sent. In order to receive a VAT invoice, the name, surname, address, company name and NIP number must be provided.
9. Users who are natural persons may request a VAT invoice for an E-pass electronically via the online form available on the Platform. An electronic VAT invoice will be sent. In order to receive a VAT invoice, full name and address must be provided.
10. The Users who are natural persons may request a VAT invoice for an E-ticket electronically by sending an e-mail to vod@againstgravity.pl within 3 months of the last day of the month when the paid Service had been performed. In order to receive a VAT invoice, the Users must provide their full name and address; entrepreneurs must additionally provide their company name (WARNING: method not applicable for Users who are entrepreneurs).
11. Against Gravity has the right to terminate User Accounts with 14 days' notice (by sending the cancellation notice to the User in writing or by e-mail). In the case of Customers who are also Consumers, any termination requires significant grounds, i.e. 1) changes to universally applicable laws impacting the rights and duties resulting from the Agreement between the User and Against Gravity or differences in interpretation of the above laws due to court rulings, decisions, orders, recommendations, or guidelines of the relevant institutions or organs; 2) the discontinuance of the Service provided by Against Gravity as defined in these Terms, particularly the closure of the vod.mdag.pl film portal.
12. Against Gravity will place the necessary information on the main page of the Platform in order to notify the Users of the Service and/or Platform, as well as refund the cost of unused tickets and passes to the Users' bank accounts. The Users consent to the above by accepting these Terms without raising any issue or objection.
13. The use of the Service requires Internet access, which is not included in the prices for the Service.
14. Specific materials may be periodically unavailable. Information about the availability of specific materials is provided on the Platform.

§ 6

Specific Regulations

1. Films and other audiovisual materials are accessible via the Platform.
2. Access to the films on the Platform may also be gained by receiving an access code allowing authorized access to said content in accordance with the terms set by the Platform Owner.
3. Films and other audiovisual material hosted on the Platform are accessible around the clock; however, maintenance of the Platform may result in occasional downtime, making the Platform temporarily inaccessible to Users. The Owner will notify Users about downtime on the Platform website. Following any downtime, active

access to films will be extended by the duration of said downtime in order to maintain the acquired rights of the Users.

4. Access to the films on the Platform is only possible on the territory of Poland. The User must use a Polish IP address. The User is obliged to not use or attempt to use the Platform outside of Poland.
5. The Users may only screen the films hosted on the Platform on one device at a time.
6. Access to paid and free films on the Platform will terminate along with the User's period of access defined in accordance with §1 Art. 7 of these Terms.
7. The use of the Platform requires access to a device meeting the following technical parameters and capable of Internet access meeting the following minimum requirements:
 1. compatible web browsers:: Chrome, Safari 13 and up, Firefox, Microsoft Edge,
 2. the HD quality of the movies is adapted to the connection speed during the streaming; maximum possible resolution: 1080p, minimum possible resolution: 540p,
 3. minimum required download speed: 2 Mbps; the Platform Owner recommends speeds over 10 Mbps.
8. The Users may screen the films hosted on the Platform on Chromecast devices.
9. The quality of streamed films and audiovisual material may depend on the technical parameters of the User's Internet connection and of the device granting the User access to films and other audiovisual materials hosted on the Platform.
10. The Platform Owner is not responsible for inaccessibility or disruptions in accessibility of films and other audiovisual materials hosted on the Platform caused by events outside the Owner's control, as well as technical problems or restrictions related to the Users' Internet connection or device. As the Owner has no control over the Internet and the Users' devices, the Users are aware of the related risks, particularly the impossibility to guarantee constant and uninterrupted access to the Platform. Against Gravity states that technical problems or restrictions related to the Users' electronic devices (firewalls, blocks, incompatible multimedia player versions, antivirus software etc) may restrict or disable the Users' access to the Service provided by the Platform. "Devices" are electronic devices meeting the minimum technical requirements specified in these Terms and connected to the Internet, allowing the use of the Service.
11. Any attempt to break into the Platform or use it in violation of these Terms or applicable laws will result in irreversible termination of access to the Service followed by appropriate legal action. Saving, copying, or interfering with the content and materials on the Platform is prohibited.
12. Brief periods of downtime may occur due to necessary maintenance activities. In case of extended downtime due to a malfunction, Against Gravity will attempt to repair the malfunction as quickly as possible.
13. Against Gravity affirms that the Service utilizes digital data transmission which may be negatively affected by factors and circumstances outside of Against Gravity's control, e.g. weather conditions, installation errors, low signal strength, or network malfunctions.
14. The Users are authorized to access the films on the Platform for their personal use. The Users are not authorized to provide public or commercial access to the films or their elements in any form.
15. The sale of selected Materials on the Platform may be restricted in order for Against Gravity to maintain appropriate quality of the Service. Access to Materials may be limited due to the type of the Users' Application or Device. Information about accessibility restrictions will be listed on the Platform on the Film Subpages.
16. The use of the Platform in violation of the law is prohibited. This includes uploading any content or material violating the law and these Terms. The Users of this Service are required to ensure that minors cannot access Audiovisual Materials (particularly containing drastic, offensive, erotic, or violent themes) containing content which may be inappropriate for minors. The Audiovisual Materials will be tagged on the Platform in accordance with the relevant laws.
17. Access to the Service may be restricted in case of attempting to access the Service simultaneously on several devices or in case of attempting unauthorized access to the User Account on the Platform. Information about restrictions will be provided in the form of a pop-up on the Platform. If access is restricted, the Customer should contact Against Gravity.
18. Against Gravity reserves the right to restrict access to the Service or immediately terminate the Agreement in the event of Service or Platform usage in contravention of these Terms or applicable laws after the User had been requested to remedy the violation and did not comply within the stated period.

§7

Copyright and Films

1. The films available on the Platform are protected by copyright held by Against Gravity or another institution providing the relevant license to the Platform Owner. It is prohibited to download, forward, copy, reproduce, transmit, publish, modify, loan, lend, sell, distribute, and create derivative works of any content hosted on the Platform, as well as to use it in violation of these Terms and permissible use laws.
2. Users may pause and rewind the films streamed on the Platform, subject to the provisions of §3 Art. 5, §4 Art. 6, and §4 Art. 10 of these Terms.
3. The films hosted on the Platform are available with Polish subtitles or in Polish. A subset of the films is available with Polish and English subtitles. While streaming a film where Polish and English subtitles are available, the User may select Polish or English subtitles; however, some films may be screened with

permanent subtitles. Audio descriptions are available for a subset of the films; this information is listed on the Film Subpage. Children's films hosted on the Platform may be voice-overed.

§8

Legal Responsibility

Events resulting from circumstances beyond the control of Against Gravity do not constitute a failure in performance or inadequate performance on the part of Against Gravity. These include:

1. restrictions or interruptions of Internet access, or
2. failures or malfunctions of the User's devices or software, or
3. other interruptions in the use of the Service resulting from any action or neglect on part of the User in violation of the Agreement or these Terms, or
4. restrictions in the operation of this Platform covered in these Terms and consented to by the User at the moment of consenting to these Terms.

§9

Cancellations

1. This Service Agreement may be entered into with the use of means of remote communication, including electronically.
2. The right to cancel does not apply in the cases outlined in Art. 38 of the May 30, 2014 Law on consumer rights, including in the case of commencing the Service with the User's unambiguous consent before the end of the cancellation period and after the User had been notified about waiving their right to cancel the Agreement.
3. As this Service is performed "on demand", in the case of Agreements entered into remotely or outside of the company headquarters, Against Gravity provides the Service after receiving the Customer's unambiguous consent to commence providing the Service before the end of the cancellation period. A statement including the said consent is included with the Order and confirmed by the User.
4. Additionally, Against Gravity affirms that in accordance with Article 38 par. 13 of the May 30, 2014 Act on consumer rights, the right to cancel a remote agreement on the delivery of digital content (films) on the Platform does not apply to Purchasers/Consumers entering into an agreement on the service of delivery of digital content not encoded on a tangible medium, as long as the service had commenced with the Consumer's unambiguous consent before the end of the 14-day cancellation period and after the User had been notified by the Service Provider about waiving their right to cancel the agreement.
5. Additionally, Against Gravity affirms that with the exception of the cases outlined above, the Users have the right to cancel the agreement without stating a cause within 14 days of entering into the agreement covered in §1 Art. 1 of these Terms or at the time of receiving access to the Catalogue or directly to the Products available on the Platform. In the event of a cancellation the agreement is considered void.
6. In order to make use of their right to cancel the agreement, the User should:
 1. in the case of a Service provided free of charge, the User should close the Page;
 2. in the case of a paid Service, the User should send an unambiguous cancellation notice to Against Gravity, ul. Bukowińska 26C / 12, 02-703 Warszawa, labeled as "vod.mdag.pl", or electronically to vod@againstgravity.pl ; an example of a cancellation notice is provided below: "I hereby announce my cancellation of the agreement on digital content delivery via vod.mdag.pl Agreement date: Name of the Consumer: Address of the Consumer: Date: E-mail used to authorize or register on the Platform / Signature if the cancellation notice is sent by post"
7. In order to cancel the Agreement, the User should send the cancellation notice within 14 days of entering into the agreement. Upon receiving the cancellation notice, Against Gravity will promptly confirm the receipt of the notice via e-mail to the address used in the process of user registration or authorization.
8. Consequences of cancellation: upon canceling this agreement the User will be promptly refunded the cost of the purchase, no later than 14 days after the Service Provider had been notified about the cancellation.

§10

Complaints Policy

1. All Users have the right to submit a complaint about issues related to the functioning of the Service.
2. Complaints related to Service access, Platform functioning, and the services themselves must be submitted to the following e-mail address: vod@againstgravity.pl. The complaint should include the User's data: full name, residential address, registration e-mail, as well as a description of the cause for complaint.
3. The Platform Owner will examine the complaint and inform the User about the decision within 14 days of the receipt of the complaint. Against Gravity will inform the User about the outcome of the complaint process by sending an e-mail to the address indicated in the complaint by the User.
4. The Service Provider reserves the right to extend the period specified in Art. 3 above by no more than 10 days if the complaint process requires extraordinary steps and activities or in the case of obstacles beyond the Service Provider's control (equipment malfunctions, network downtime, etc).
5. If the complaint must be amended in order to be resolved, Against Gravity will promptly notify the Customer about the deadline (no less than 7 days) and scope of amendment, along with a notification that a lack of response within the stated time will result in the complaint remaining unresolved. If no amendment is submitted within the stated time, the complaint will remain unresolved.
6. Complaints about electronic payments must be submitted to the Payment System Operator.
7. The legal relationships resulting from the use of the Service shall be governed by the law of Poland.
8. The User has the right to seek redress in court or, in the case of consumers, through mediation or courts of arbitration.
9. The rules and procedures of access to extrajudicial manners of seeking redress by consumers are specified separately in acts or documents appointing the institutions carrying out such proceedings or in their internal acts (e.g. statutes or regulations).

§11

Newsletter

1. Users may sign up for the newsletter through a dedicated form located at the website of the Platform and accessible to all Users. The agreement for the newsletter service becomes binding at the moment of entering the e-mail address into the publicly available form located on the Platform and clicking "Sign up for the newsletter".
2. Users may sign up for the newsletter by ticking the "Opt in to the newsletter" field at the time of purchasing an E-pass.
3. The newsletter is a promotional publication covering products, services, and events organized by Against Gravity and third parties collaborating with Against Gravity.
4. As additional functions, e.g. contact forms or newsletter signups, are made available to Users, the relevant notification on Personal data processing and the extent of said processing will be provided during the data collection for the purpose of the above functions.

§12

Personal Data Protection

1. The Personal Data Administrator is Against Gravity Sp. z o.o. headquartered in Warsaw on Bukowińska 26C/12, 02-703, registered in the City of Warsaw Regional Court, 12th Commercial Division of the National Court Register no. KRS 0000199919, share capital of 50 000 PLN (fully paid), NIP: 5262757178, REGON: 015682568. All queries about personal data protection should be directed by e-mail to vod@againstgravity.pl or by post to Against Gravity sp. z o.o. , ul. Bukowińska 26c/12, 02-703 Warszawa.
2. The personal data is processed for the duration of the agreement and until the termination of any claims related to its implementation. Detailed information about the period of personal data processing is specified in the [Privacy Policy](#).
3. Any individual disclosing their personal data has the right to demand access to said data, the right to amend it, the right to restrict its processing, the right to delete it, the right to object to processing or direct marketing, and the right to file a complaint with the supervisory authority of personal data protection. Personal data does not undergo profiling. To the extent that personal data is processed for the purposes of delivering the services of the vod.mdag.pl Platform (Terms) or processed consensually, the Users also have the right to transfer their data. Consent may be withdrawn at any time without affecting the lawfulness of processing carried out on the basis of consent before it was withdrawn.
4. Against Gravity transfers the Users' personal data to Payment System Operators and permits their processing for the purpose of processing the Users' payments for Services as well as to enable Payment System Operators to carry out the duties specified in laws in force and applicable to said payments.
5. Against Gravity uses "cookies", i.e. text files stored on the hard drive of the User's computer. The cookies are not intended to gather any information about the individual Users; they are used to maintain the Users'

navigation parameters and login status, as well as to aggregate statistical data on user flow. Statistics help to understand the Platform's usage patterns, which enables improvements to its structure and content. Detailed regulations of cookie use can be found on the Platform in the [Terms of Service](#).

6. An e-mail address is required in order to register (create an account) on the Platform. This data will be processed for the purpose of carrying out the services of the Platform (agreement). The Users' personal data (particularly e-mail addresses) entered in the form during registration to vod.mdag.pl or afterwards in the editing process (account data modification) as well as User activity data collected on the Platform or other functions (page views, clicks, service usage, purchase history) may be processed for the marketing purposes of the Administrator (including necessary analytics and marketing profile collation) and the Users have the right to object to this processing.
7. Trusted Partner Marketing. If the User voluntarily consents to marketing activities, their personal data entered in the form during registration to vod.mdag.pl or afterwards in the editing process, as well as User activity data collected on the Platform or other functions (page views, clicks, purchase history – if applicable, service usage including necessary analytics and marketing profile collation) will be used to deliver ads of our Trusted Partners' products and services (as indicated in the Privacy Policy) tailored to the User's interests.
8. Detailed information about the period of personal data processing, justified interest of the Administrator, entities authorized to receive personal data, and the implementation of rights of personal data subjects, including the right to file a complaint with the President of the Office for Personal Data Protection, can be found in the [Privacy Policy](#).

§13

Final Provisions

1. The National Broadcasting Council is the competent authority in the matters of on-demand audiovisual media services.
2. The Platform Owner is not liable for incoming e-mails (to the address provided by the User) being blocked by mail server administrators, nor for the deletion and/or blocking of e-mails by software installed on the device operated by the User. The Platform Owner retains the right to stop online sales of E-tickets and E-passes at any time without stating a reason.
3. The Platform Owner retains the right to modify these Terms within the scope of the law currently in force. Orders placed prior to the date of modification of these Terms coming into force will be realized in accordance with the provisions in force on the day of order placement. Modifications to these Terms will be announced to the Users on the Platform website and during logging in to the Platform.
4. All modifications to these Terms come into force at the moment of their publication on the website of the Platform unless stated otherwise. Once the information about modifications of these Terms are published on the main page of the Platform or in other applicable locations, the Users should promptly review the changes, as logging in to the Platform after the modifications are announced is tantamount to the Users' full consent to the modified Terms.
5. The provisions of these Terms remaining in force at the moment of requesting to purchase Service Access apply to the purchased Products. Modifications to these Terms will be announced to the Users on the website of the Platform and during logging in to the Platform. The Users who had entered into an Agreement under the provisions of an earlier version of the Terms of Service will be notified about the modifications and requested to accept the new Terms. Customers who do not accept the new Terms have the right to cancel their Agreement without notice no later than 14 days from the date of announcement of the new Terms. The Users have the right to terminate the agreement at any time with 14 days' notice or by removing their User Account. The Users have the right to remove their User Account by e-mailing a request to vod@againstgravity.pl. Users removing their User Accounts or terminating their Agreements for causes unrelated to Against Gravity are not entitled to refunds for purchased services remaining active at the time of termination.
6. These Terms are available in two language versions, Polish and English. In the event of any dispute as to these Terms the Polish language version shall prevail.
7. Any matters not covered in these Terms will be governed by the provisions of the Polish law.
8. These Terms are made available through the Application of the Platform or at vod.mdag.pl free of charge prior to entering into any Agreement and at any request of the Customer in a form that permits said Terms to be downloaded, saved, and printed.

