

TERMS AND CONDITIONS FOR THE PURCHASE OF TICKETS

effective from the 2 of September 2026

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I. DEFINITIONS

1. Capitalized words or phrases shall have the meanings as defined below:

- **"Ticket"** – Confirmation of the right to participate in a selected Event. Depending on the type of Event and the Organizer's decision, a Ticket may be a Personal Ticket, a Bearer Ticket, or a bearer-of-document ticket. A Ticket may be in digital form, including in PDF format or any other commonly used machine-readable format, or in paper form, including as a collector's ticket with a special or unique graphic design. A Ticket shall be purchased in accordance with the rules set out in these Terms and Conditions. A pass, admittance ticket, invitation, and other forms of documents confirming the right to participate in a selected Event shall also be understood as a "Ticket." On the TIXY Platform, a Ticket may also be referred to as a "TIX."
- **"Personal Ticket"** – An electronic personal Ticket purchased as part of the Purchase Process, during which as part of the Ordering Process, in the "Personal tickets data" step, the User provides the personal details of a specific Participant who will participate in the Event on the basis of the Ticket. More about Personal Tickets in Section IV paragraphs 24-26.
- **"Bearer Ticket"** – A Ticket purchased as part of the Purchase Process, during which – in the "Personal data" step of the Ordering Process – the Customer provides only their own details as the person placing the order, and those details will appear on all Tickets purchased in the same Purchase Process. For more details on Bearer Tickets, see Section IV, paragraphs 22–23.
- **"Working Days"** – Every weekday, Monday through Friday, except public holidays in Poland.
- **"Additional Benefits"** – Benefits provided by the Organizer to the person who holds legal title to a Ticket, as specified in the Organizer's Terms and Conditions or the Event Terms and Conditions. These may include the ability to purchase – for a fee or free of charge – event-related merchandise such as t-shirts, baseball caps, keychains, and similar items; additional access to the artist; access to a VIP area; or other similar benefits offered by the Organizer.
- **"Payment Service Provider"** – A third party entity which provides services to enable payments in connection with the Payment Process on the TIXY Platform.
- **"Proof of Purchase" / "Proof of Ticket Purchase"** – A Ticket, invoice, payment identifier assigned during the Payment Process, printout of a bank transfer confirmation or other document confirming the conclusion of a Sales Contract.
- **"Access Password"** – A single-use or multi-use password provided by TIXY or the Organizer, required to access an Event Page or the first step of the Purchase Process.
- **"Material Change to an Event"** – A change in the material characteristics of an Event, in particular a change in the date and/or venue of the Event, which results in the Event becoming a significantly different one than the Customer might have expected. In particular, a Material Change does not include changes to the cast (including the use of replacement performers), the lineup for a multi-performer event, the addition of supporting acts, or a change in the gate opening time.
- **"C.C."** – the Act of April 23, 1964 – Civil Code (consolidated text: Journal of Laws of 2025, item 1071, as amended).
- **"Customer"** – A User which is not an Organizer, which uses the TIXY Platform to purchase Tickets to Events or to obtain information about Events. The Customer may be

a natural person, a legal person, or an organisational unit without legal personality that has been granted legal capacity by an act, as well as a natural person acting for and on behalf of a legal person or an organisational unit without legal personality that has been granted legal capacity by an act. The Customer may carry out activities as a logged-in or a non-logged-in User.

- **"Discount Code"** – A code issued by TIXY or an Organizer entitling a Customer to a discount on the purchase of a Ticket for an Event or Events. The Discount Code may be in the form of a percentage or amount reduction in the price or in the form of a specific price for a Ticket. The use of a Discount Code may be limited in time and/or number (up to a certain number of transactions and/or a certain number of Tickets within a single transaction).
- **"Code of Petty Offenses"** – the Act of May 20, 1971, Code of Petty Offenses (consolidated text: Journal of Laws of 2025, item 734, as amended).
- **"Account"** – An electronically provided service that enables the Customer to access the functionalities of the TIXY Platform, such as accessing profile information, managing Tickets, and changing passwords.
- **"Ticket Purchase Limit"** – A limit on the number of Tickets that can be purchased by one Customer for a particular Event.
- **"Service Fee"** – A variable fee (payable to TIXY by the Customer for the servicing of, among other things, the Ordering Process) which is included in the price of the Ticket presented on the TIXY Platform. The amount of the Service Fee is transparently presented to the Customer on the TIXY Platform, in particular on the Event Page and in the course of the Purchase Process next to the Ticket price.
- **"Organizer"** – The entity that organises an Event and uses the TIXY Platform to sell and distribute Tickets for that Event.
- **"TIXY Platform"** – An online platform used in particular for concluding Sales Contracts for Tickets, available at the address: <https://www.tixyapp.com>.
- **"Privacy Policy"** – A document available at the link <https://www.tixyapp.com/privacy-policy>, containing information about TIXY's processing of personal data.
- **"Payment Process"** – A process which includes the steps taken from the moment the Customer clicks the "Order with payment obligation" button (or another equivalent button), makes payment for the Ticket using the specified payment method, and is completed when the Payment Service Provider records the receipt of monies from the Customer for the payment of the Ticket price.
- **"Ordering Process"** – The process consisting of the Customer providing all the details required by TIXY regarding the purchase of the Tickets selected by the Customer in a specific Purchase Process (specification of the order details), which includes the steps from the moment the Customer (including one which is not logged in) clicks the "Reserve" button (or another equivalent button) to the moment the Customer proceeds to the page where they can make payment using the selected payment method, after clicking the "Order with payment obligation" button (or another equivalent button). A Partial Booking may be the part of the Ordering Process.
- **"Seat Selection Process"** – The process by which the Customer selects a specific seat for an Event with assigned seating, as described in Section IV, paragraphs 10–13 of these Terms and Conditions.
- **"Purchase Process"** – The process that includes: (i) the steps from the moment the Customer (including a non-logged-in Customer) clicks the "Buy TIX" button (or an

equivalent button); (ii) the Seat Selection Process – for Tickets to Events with assigned seating; (iii) the Ordering Process; and (iv) the Payment Process.

- **“Terms And Conditions”** – This document, which constitutes the terms and conditions for the Purchase of Tickets via the TIXY Platform.
- **“Payment Service Provider Terms And Conditions”** – The terms and conditions for the use of the services provided by the Payment Service Provider.
- **“Event Terms And Conditions”** – The terms and conditions relating to an Event, made available on (i) the Organizer's website and for selected Events, (ii) at the link provided in the consent section of the Ordering Process and (iii) the link delivered to the Customer together with these Terms And Conditions and the link to the Ticket in the email confirming the purchase of a Ticket.
- **“Venue Terms And Conditions”** – The terms and conditions governing the use of the venue where the Event is to take place.
- **“Organizer's Terms And Conditions”** – The terms and conditions made available by the Organizer, which apply to the Event(s) organised by the Organizer and, in particular, govern the relationship between the Organizer and the Customer.
- **“Terms And Conditions For The Provision Of Services By Electronic Means”** – The terms and conditions concerning the use of the TIXY Platform's functionalities by Users, available at the address <https://tixyapp.com/terms>.
- **“Partial Booking”** – a booking where TIXY has reserved, in the favour of a Customer (including one which is not logged in), upon the Customer's clicking the “Reserve” button (or another equivalent button), only part of the Tickets that the Customer has picked, due to the unavailability of the remaining Tickets picked by the Customer.
- **“GDPR”** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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 (General Data Protection Regulation).
- **“Event Page”** – The page on the TIXY Platform where the relevant Event is described, in particular its title, venue, date, and the Organizer.
- **“TIXY”** – The operator of the TIXY Platform, whose details are specified in Section II paragraph 1 of these Terms And Conditions.
- **“Participant”** – A person who possesses a Ticket and participates in/attends an Event.
- **“Sales Contract” / “Ticket Sales Contract”** – A distance contract for the sale of a Ticket, concluded between the Customer and TIXY via the TIXY Platform.
- **“Consumer Rights Act”** – The Act of May 30, 2014, on Consumer Rights (consolidated text: Journal of Laws of 2024, item 1796, as amended).
- **“VAT Act”** – the Act of March 11, 2004, on Tax on Goods and Services (consolidated text: Journal of Laws of 2025, item 775, as amended).
- **“User”** – Any entity using the TIXY Platform, i.e. an Organizer or a Customer.
- **“Event”** – An event of an entertaining, sporting, or cultural nature that Customers may purchase Tickets to via the TIXY Platform.

The explanation of the terms expressed above in the singular shall also apply if these terms are used in the plural (and vice versa).

II. CONTACT INFORMATION

1. The entity responsible for the operation of the TIXY Platform is TIXY sp. z o.o. operating and registered at the address Rynek 6, Cieszyn (43-400) entered into the Entrepreneurs Register of the National Court Register kept by the District Court in Bielsko-Biała, VIII Commercial Division of the National Court Register under KRS no. 0000801016, with a NIP [Tax Identification Number] of 5482726872, REGON [Statistical Identification Number] of 384257448, share capital amounting to PLN 50 000.
2. A Customer may contact TIXY as follows:
 - a) by email sent to the address: kontakt@tixyapp.com.
 - b) by telephone on Business Days between 9:00 a.m. – 5:00 p.m. by calling: +48 573 336 666.
3. The charge for a connection with the contact number indicated in Section II paragraph 2 point b) of these Terms And Conditions shall be in line with the telecommunications provider's price package used by the Customer.

III. GENERAL PROVISIONS

1. These Terms And Conditions set out, in particular, the terms and conditions regarding the conclusion of Ticket Sales Contracts via the TIXY Platform. The Organizer's Terms And Conditions and/or the Event Terms And Conditions and/or the Venue Terms And Conditions and/or other guidelines specifying the rules of participation in an Event may impose additional obligations on the Customer.
2. The Customer acknowledges that the Organizer of an Event is the entity solely responsible for the organisation and conduct of the Event. Each Organizer is an entrepreneur who, among other things, plans, organises, promotes and conducts the Event within the scope of its business activities. The Organizer's name can be found on the Event Page on the TIXY Platform.
3. For some Events, access to the Event Page is only possible by entering an Access Password. The decision to use an Access Password – and how it is distributed – is made solely by the Organizer.
4. Every Customer, before concluding a Sales Contract, shall read and accept these Terms And Conditions and the Organizer's Terms And Conditions and/or the Event Terms And Conditions and/or the Venue Terms And Conditions and/or other guidelines specifying the terms of participation in the relevant Event.

5. Before purchasing a Ticket, the Customer shall familiarise themselves with the details of the Event in question, because participation in certain Events, due to special effects used during the Event (e.g. sound, visual, audio-visual, light, pyrotechnic effects) may be unsuitable or ill-advised for some Customers on account of health concerns.
6. After purchasing a Ticket, the Customer is obliged to check the Event Page, follow any announcements released by the Organizer and check their email inbox (in particular immediately prior to the Event) in order to familiarise themselves with any updates regarding the Event.
7. In the case of any discrepancy between these Terms And Conditions and the Organizer's Terms And Conditions and/or the Event Terms And Conditions and/or the Venue Terms And Conditions and/or other guidelines specifying the terms of participation in an Event, the terms established in these Terms And Conditions shall prevail, except for the provisions of these Terms And Conditions which reserve the precedence of the Organizer's Terms And Conditions and/or the Event Terms And Conditions and/or the Venue Terms And Conditions and/or other guidelines specifying the terms of participation in the Event.
8. The Customer has free access to these Terms and Conditions at any time and place and may download it and make a printout thereof. The up-to-date and previous versions of the Terms and Conditions are always available on the website of the TIXY Platform at the address <https://www.tixyapp.com/terms>. A link to the version of these Terms And Conditions which was in force on the date of purchase of the Ticket is sent to the Customer in the email message referred to in Section IV paragraph 6 point c) of these Terms And Conditions, together with a link to the purchased Ticket.
9. In the course of the Purchase Process, the Customer is obliged to comply with the provisions of these Terms And Conditions, the Terms And Conditions For The Provision Of Services By Electronic Means and the Payment Services Provider's Terms And Conditions to the extent they are applicable.
10. It is prohibited for the Customer to provide content of an unlawful and misleading nature, as well as to undertake actions that may damage or disrupt the operation of the TIXY Platform.
11. It is also prohibited for the Customer to purchase Tickets using, in order to circumvent and/or bypass the Ticket Purchase Limit or other rules applicable to the purchase of Tickets, software enabling the Customer to circumvent and/or bypass the technical measures or exceed the technical limits indicated by TIXY. TIXY reserves the right to cancel Tickets purchased in the manner described in the preceding sentence.
12. Tickets may be sold with certain restrictions (e.g. the age of the Participants), which the Organizer should indicate to Customers on the Event Page and/or in the Organizer's Terms And Conditions and/or Event Terms And Conditions and/or other guidelines setting out the rules of participation in an Event. Additional restrictions may also be indicated in the Venue Terms And Conditions. In the event of age restrictions, in addition to any other mentioned restrictions, for Events with age restrictions, the Organizer may also provide a parental consent form on the Event Page. If required, the Participant is responsible for

having their legal guardian complete this form and must bring the signed copy to the event.

13. **The information contained on the TIXY Platform with respect to Events and Tickets do not constitute an offer within the meaning of Article 66 § 1 of C.C., but an invitation to conclude an agreement within the meaning of Article 71 of C.C.**
14. Persons under the age of 18 are entitled to enter into, without the consent of a legal guardian, only such contracts as are commonly concluded in minor, current matters of everyday life. It is recommended that a legal guardian exercising custody over a person under the age of 18 prevents unauthorized use of technical devices, unauthorized access to the TIXY Platform, or unauthorized payments on the TIXY Platform.
15. A Ticket may entitle the holder to Additional Benefits. The Organizer determines, on a case-by-case basis, whether the Ticket purchaser is entitled to Additional Benefits and the terms of receiving and using them (which may be set out in the Organizer's Terms and Conditions or Event Terms and Conditions). TIXY is not a party to any contractual relationship between the Customer and the Organizer regarding Additional Benefits. All claims related to Additional Benefits should be directed directly to the Organizer. TIXY bears no responsibility for the granting, fulfillment, refusal to grant, refusal to fulfill, or incomplete fulfillment of Additional Benefits by the Organizer.
16. The Customer should not share with unauthorized third parties, copy, or duplicate the Ticket, the QR code, or the Ticket ID located on the Ticket, nor the Customer's login details or other authentication credentials associated with the Account on the TIXY Platform. In the event that the Customer shares the Ticket, QR code, Ticket ID, or the data referred to in the preceding sentence with third parties, TIXY shall not be liable for their use by third parties, including in a manner that prevents the Customer from using the Ticket, QR code, Ticket ID, or the aforementioned data.
17. Without the prior consent of TIXY or the Organizer, it is prohibited to offer Tickets as prizes in promotional campaigns (contests, bonus sales, promotional lotteries, loyalty programs) or other similar initiatives – even if the Tickets would be offered free of charge.
18. Without the prior consent of TIXY or the Organizer, it is prohibited to bundle a Ticket with any type of service (particularly hotel, travel, or accommodation services) or goods in order to create a package.
19. Reselling a Ticket – including by using the data-change feature on a Ticket – and transferring or purchasing a Ticket outside the TIXY Platform (including from unofficial sources such as social media or messaging apps) is prohibited. TIXY bears no responsibility toward anyone who participates in the resale, transfer, or purchase of a Ticket outside the TIXY Platform.
20. Purchasing Tickets for the purpose of reselling them at a profit, or selling Tickets at a profit, is unlawful and constitutes a misdemeanor under Article 133 of the Code of Misdemeanors.

IV. PURCHASE OF TICKETS

[Introduction]

1. A Ticket may be purchased:
 - a) without having an account on the TIXY Platform,
 - b) having an account on the TIXY Platform.
2. A Customer using the TIXY Platform and purchasing a Ticket on behalf of or for a third person declares that they are authorised to act for and on behalf of that third person.

[Concluding a Sales Contract]

3. In order to purchase a Ticket on the TIXY Platform, the Customer shall proceed as follows:
 - a) access the Event Page on the TIXY Platform and click the "Buy TIX" button (or another equivalent button), which begins the Purchase Process and creates an obligation to pay upon completion;
 - b) choose Ticket(s):
 - i. For Events without assigned seating – select the type and quantity of Tickets from the list;
 - ii. For Events with assigned seating – complete the Seat Selection Process described in Section IV, paragraphs 10–13 of these Terms and Conditions;
 - iii. Click the "Reserve" button (or an equivalent button), which begins the Ordering Process, and next:
 - A. Select the "Buy without registration" option or, optionally, provide personal details for: (i) logging in (if the Customer already has an Account) or (ii) registering (if the Customer does not have an Account and wants to register while purchasing a Ticket);
 - B. Enter the details required to purchase the Ticket (or part of those details if the Customer is logged in), including details required for the Purchase Process as well as any details needed for Additional Benefits (if applicable) – and, for Personal Tickets, after proceeding to the "Personal tickets data" step, the details of all Participants for whom the Customer is purchasing Tickets;
 - C. Check the required boxes confirming that the Customer has read and accepted the applicable terms and conditions – in particular, these Terms and Conditions, the Terms and Conditions for the Provision of Services by Electronic Means, the Privacy Policy, and (depending on the Event) the Organizer's Terms and Conditions and/or Event Terms and Conditions and/or Venue Terms and Conditions and/or other participation guidelines;
 - D. Select the preferred payment method and, if applicable, enter a

Discount Code;

- d) Click the "Order with payment obligation" button (or an equivalent button) – which begins the Payment Process – and then complete payment using the selected method. Depending on the payment method chosen, the Customer will either remain on the TIXY Platform or be redirected to the Payment Service Provider's website to complete payment.

Clicking "Order with payment obligation" (or an equivalent button) constitutes the Customer's intent to enter into a binding distance contract and creates an obligation to pay.

- 4. The Sales Contract is concluded at the moment of TIXY delivering an e-mail to the Customer informing them about the order fulfillment, along with a link to the Ticket, which shall be equivalent to the proper completion of the Purchase Process and the conclusion of the Sales Contract. In the e-mail message, along with the link to the Ticket, the Customer will be sent a link to the Terms and Conditions and, in selected cases, a link to the Event Terms and Conditions. In the event that more than one Purchase Process is initiated by the Customer, information about each Purchase Process is sent in separate e-mails.
- 5. The email message referred to in Section IV paragraph 4 of these Terms And Conditions shall be sent to the email address which is assigned to the Customer's Account or which is provided during the Ordering Process by a Customer not logged in.
- 6. The condition for the conclusion of the Sales Contract is:
 - a) receipt by the Payment Service Provider of funds from the Customer for payment of the Ticket price,
 - b) verification by TIXY of its ability to execute an order placed in the Ordering Process, and
 - c) the sending by TIXY of an email informing the Customer about the completion of the order (conclusion of the Sales Contract between the Customer and TIXY) and containing a link to the Ticket.
- 7. If at least one of the conditions specified in Section IV paragraph 6 of these Terms And Conditions is not fulfilled, the Sales Contract shall not be concluded. In such a case, if the Customer has made a payment of the Ticket price, the money shall be returned to the Customer in accordance with Section XII paragraph 10 of these Terms And Conditions, no later than within 14 days from receiving information about the refusal to conclude the Sales Contract with TIXY.
- 8. The Customer shall exercise due diligence when entering the data during the Ordering and Payment Process. Entering incorrect data may result, for example, in the Ticket being sent to the wrong email address or in the Participant's inability to be verified

when entering the Event. TIXY shall not be liable for the Customer's providing incorrect data.

9. Where a Customer, after purchasing a Ticket, finds that they have provided incorrect data during the Ordering Process, they can change it in line with Section IV paragraphs 27-33 of these Terms And Conditions.

[Ticket for an Event with Assigned Seats]

10. To select a Ticket for an Event with assigned seating, the Customer should:
 - a) Select a seat number on the seating plan (venue layout) by clicking on the desired seat, which temporarily blocks that seat for a set period of time;
 - b) Before that time expires, click the "Reserve" button (or an equivalent button) to begin the Ordering Process.
11. The seat-blocking timer referenced in Section IV, paragraphs 10(a) and 10(b) is displayed prominently in the TIXY Platform interface. The timer starts when the Customer selects their first seat; selecting additional seats does not reset or extend the timer. The timer remains visible throughout the entire Seat Selection Process. The Organizer may modify the time limit for a specific Event. Once the blocking period expires, the seat is released and becomes available again – to the same Customer or others. The Customer is notified of this by a message displayed in the TIXY Platform interface.
12. A Ticket for an assigned seat entitles the holder to occupy only the specific seat identified on the Ticket. However, the Organizer may reassign the Customer to a seat of the same or higher category before or during the Event – including for safety or public order reasons – in which case the Ticket entitles the holder to the seat designated by the Organizer.
13. TIXY reserves the right to introduce queue management or traffic control mechanisms on the TIXY Platform – including a virtual waiting queue – to maintain stability, security, and continuity of the Platform's systems, in particular during periods of high demand and at the Organizer's request. In such cases, access to the Purchase Process may be temporarily limited or delayed, and the Customer may be placed in a virtual queue. The TIXY Platform may then display a message showing the Customer's approximate position in the queue and an estimated wait time.

[Timer]

14. The Ordering Process and the Payment Process are time-limited.
15. **From the moment the Customer clicks the "Reserve" button (or another equivalent button), the Customer will have a certain amount of time to complete the Ordering Process and the Payment Process together.**

16. The time limit to complete the Ordering Process and the Payment Process together is **counted** down by a timer placed in a visible position while going through the Ordering Process. The timer shall be visible throughout the whole Ordering Process until the start of the Payment Process.
17. The time limit for the Ordering Process and the Payment Process includes the time taken to make a decision in relation to a Partial Booking.
18. The Organizer may change the time limit for a specific Event.
19. Once the combined time limit for the Ordering Process and Payment Process expires and the Purchase Process is cancelled, the Tickets selected by the Customer in the Ordering Process are released back into the available inventory.
20. The Customer shall not continue with the Ordering Process or the Payment Process if the time limit has expired and the Customer has not completed them correctly within the indicated time limit. TIXY shall not be liable for damages incurred by the Customer if the Customer has paid the Ticket price on the Payment Service Provider's website despite the expiry of the time limit set on the TIXY Platform for the passage of the Ordering Process and the Payment Process together.
21. The countdown timer is necessary because it enables TIXY to manage the limited number of Tickets available for a given Event without indefinitely blocking availability for other Customers – especially when demand is high.

[Bearer Ticket]

22. The Customer is required to provide their personal details during the Ordering Process, including any details required by the Organizer for Additional Benefits. The Customer's details will appear on all Tickets purchased in the same Purchase Process.
23. The Customer whose personal data has been provided in the Ordering Process shall inform the Participants of the Event about the provisions in these Terms And Conditions, especially the rules concerning the Event, the cancellation of the Event or a Material Change to the Event.

[Personal Ticket]

24. The Organizer may decide that Tickets for a given Event will be sold with a requirement to provide the name of each Participant (and/or any other details required by the Organizer for Additional Benefits), and that this information may be verified upon entry to the Event. The Customer is responsible for the accuracy and completeness of the personal details provided for other individuals, as well as for ensuring that the processing of those details complies with GDPR, including their disclosure to TIXY
25. Only the Participant whose personal details have been provided on the Ticket during the Purchase Process or through the data modification process on the Ticket may participate in the Event.

26. All Tickets purchased within a single Purchase Process are sent to the email address provided during the Ordering Process. Any data changes or Ticket returns can only be made by the Customer who completed the Purchase Process.

[Changing personal data on a Ticket]

27. A data change on a Ticket is limited to:
- changing the first and last name on the Ticket; and
 - correcting the email address provided during the Ordering Process (i.e., fixing typos and minor errors only).

A data change does not include changing the email address provided during the Ordering Process to a different email address entirely. If you entered the wrong email address, please contact TIXY immediately as described in Section IV, paragraph 49 of these Terms and Conditions.

28. Rules for changing data on a Ticket:
- Only the Customer who purchased the Ticket through the Purchase Process may request a data change.**
 - Data changes must be requested no later than 24 hours before the Event starts. After this deadline, no data changes are possible.**
 - Data changes are processed on Working Days between 9:00 AM and 5:00 PM. In justified cases, TIXY may also process changes on other days or at other hours, at its sole discretion.**
 - TIXY allows a data change on a Ticket only once during the Ordering Process.**
 - The Event Organizer may disable the option to change data on Tickets at any time, for which TIXY bears no responsibility.

29. To change the data on a Ticket, please:
- Email TIXY from the email address provided during the Ordering Process, at: bilety@tixyapp.com;
 - Included in that email: the order number, the TIX ID visible on the Ticket or the payment identifier assigned during the Payment Process, the phone number provided during the Ordering Process, and the name of the person who will be attending the Event.

To verify the identity of the Customer requesting the change, the TIXY team may ask for additional information needed to confirm the Ticket purchase.

30. A registered User who has purchased Tickets through their Account can change Ticket data via the TIXY Platform under the "My TIX" section (or an equivalent).
31. Depending on the Event, data changes may apply to a single Ticket or all Tickets purchased within a single Purchase Process for which the Customer is making the change.
32. Changing personal data on a Ticket will invalidate previously generated Tickets from the Purchase Process and generate new Tickets with unique TIX IDs.

33. The Event Organizer may determine the conditions and process for changing personal data on Tickets, including any fees for such changes. These details may be outlined in the Organizer's Terms And Conditions or the Event Terms And Conditions.

[Change of Ticket Type]

34. In justified cases, and where permitted by the Organizer's Terms and Conditions or Event Terms and Conditions, the Customer may request a change of Ticket type. This involves purchasing a new Ticket and canceling the previously purchased one. To find out whether a Ticket type change is available, contact TIXY using the contact details in Section II of these Terms and Conditions.
35. TIXY allows a change of Ticket type no later than 24 hours before the Event starts. The Event Organizer may disable this option at any time, for which TIXY bears no responsibility. After this deadline, no Ticket type changes are possible.
36. To request a change of Ticket type, please:
- Email TIXY at bilety@tixyapp.com, stating that you would like to change your Ticket type; and
 - Include in the email, for both the current and the new Ticket: the order number, the TIX ID visible on the Ticket or the payment identifier assigned during the Payment Process, and the phone number provided during the Ordering Process.

TIXY reserves the right to request additional information needed to verify the Ticket purchase.

37. The permissibility of a Ticket type change – including any fees involved – may be determined by the Organizer on a per-Event basis and may be reflected in the Organizer's Terms and Conditions or Event Terms and Conditions.

[Partial Booking]

38. In the case of a Partial Booking the Customer can:
- purchase only the available Tickets, or
 - keep the booking of available Tickets and add other Tickets to the booking (this option is only available for Tickets for unassigned seats), or
 - cancel the Sales Contract with TIXY and exit the Purchase Process without purchasing any Tickets.

[Ticket Purchase Limit]

39. The TIXY Platform enforces a Ticket Purchase Limit within a single Ordering Process, allowing a maximum of 6 Tickets of a given type per Customer for Tickets without assigned seating, or 6 Tickets within a single Ordering Process for Tickets with assigned seating.
40. For selected Events, the Organizer may modify the Ticket Purchase Limit or introduce additional limits on the number of Tickets purchasable by a single Customer and/or

using a single payment card. Customers will be notified of such limits on the Event Page and/or in the Event Terms and Conditions. For orders exceeding the Ticket Purchase Limit, follow the procedure in Section IV, paragraph 42 of these Terms and Conditions.

41. The Customer may not circumvent the Ticket Purchase Limit. In particular, the Customer may not circumvent the Ticket Purchase Limit regarding the purchase of Tickets by a single Customer and/or using a single payment card by creating additional Accounts by the same Customer, or by using bots, other tools, or software. TIXY reserves the right to cancel Tickets purchased in excess of the Ticket Purchase Limit referred to in the preceding sentence.

[Group Order]

42. If the Customer wishes to purchase more Tickets than the Ticket Purchase Limit allows (group order), the Customer should create an Account on the TIXY Platform and then contact TIXY by email at bilet@tixyapp.com. TIXY reserves the exclusive right to decide whether to approve a sale above the Ticket Purchase Limit.

[People with disabilities]

43. A person with a disability or a caretaker of a person with a disability may be offered the opportunity to purchase a Ticket at a reduced price.
44. In order to purchase a Ticket for a person with a disability or a caretaker of a person with a disability, it is necessary to contact TIXY by sending an email to: ozn@tixyapp.com.

[Verification]

45. At the time of entry to the Event, Tickets will be subject to verification, which consists of checking the correctness of the Ticket by scanning, and in the case of Personal Tickets may include verification whether the personal data provided on the Ticket matches the personal data contained in the identity document of the Participant. In the case of identifying a discrepancy between the personal data provided on a Ticket and the personal data contained in an identity document, or in the case of refusal to undergo such verification, the entity responsible for verifying Tickets or the Event Organizer may refuse the person in question to participate in the Event.
46. **The Customer shall be responsible for the proper functioning of the mobile device on which they present the Ticket for verification when entering an Event.**
47. The QR code located on the Ticket (if the Ticket is secured with a QR code) activates automatically 24 hours before the start of the Event, or at another time indicated by the Organizer, or when it is necessary for organizational reasons related to the Event. Until then, the QR Code on the Ticket will be covered by a padlock symbol, and thus inactive and impossible to scan. At the entrance to the Event, the Customer is obliged to present a Ticket with a QR code without a padlock, which is necessary for Ticket verification and participation in the Event.

48. A Ticket entitles a person **to enter the Event once**, unless otherwise indicated in the Organizer's Terms And Conditions and/or Event Terms And Conditions and/or Venue Terms And Conditions and/or other guidelines specifying the rules of participation in the Event.
49. If the Customer has any problems with the Ticket, especially in case of not receiving an email with the Ticket link – please contact TIXY immediately by sending an email to: biletv@tixyapp.com or by calling: +48 573 336 666 – helpline open Monday to Friday 9:00 a.m. – 5:00 p.m.

V. TICKET PRICE

1. Ticket prices on the TIXY Platform are provided in Polish zlotys (PLN) and are gross prices (including VAT). Along with the gross price of Tickets, the net price (excluding VAT) may also be displayed.
2. **The Ticket price includes the Service Fee.** The amount of the Service Fee is transparently presented to the Customer on the TIXY Platform, in particular on the Event Page and in the Purchase Process next to the Ticket price.
3. Ticket prices may vary, in particular depending on the type of Ticket, discount granted, or Discount Code used.
4. Ticket prices and the number of Tickets intended for sale may change before and during their sale on the TIXY Platform. The number of Tickets available for sale on the TIXY Platform, their price, or other changes concerning them may be influenced by the Organizer of a given Event or other factors independent of TIXY.
5. The Ticket price is binding from the moment of clicking the "Reserve" button (or another of equivalent meaning) during the Ordering Process and will not change until the completion of a given Purchase Process, except for the possibility of lowering the Ticket Price by using a Discount Code held by the Customer. TIXY declares that clicking the "Reserve" button (or another of equivalent meaning), which results in locking the Ticket price within the initiated Purchase Process, does not constitute an offer within the meaning of the Civil Code. In the event of an interruption of a given Ordering Process or Payment Process due to the Customer's resignation from the Ticket purchase, the Customer exceeding the time provided for the completion of a given Ordering Process or Payment Process, or for any other reason, clicking the "Reserve" button again shall be deemed as the commencement of a new Ordering Process.
6. The Customer retains the right to use a given Discount Code if the Purchase Process was not successfully completed.
7. TIXY shall not be liable for the lack of Tickets or the non-availability of Tickets at the price at which the Customer was able to purchase them during a previous Purchase Process which was interrupted.

VI. VAT INVOICES

1. A Customer who wants to receive a VAT invoice for a Ticket purchase must indicate this during the Ordering Process by checking the "I want to receive an invoice" option (or equivalent) and providing the required invoicing details. Customers purchasing a Ticket in connection with their business activity will receive a structured e-invoice issued via the National e-Invoice System (KSeF), in accordance with the VAT Act.
2. By requesting a VAT invoice, the Customer agrees to receive a visualization of the structured e-invoice electronically, as a PDF file, sent to the email address associated with their Account or provided during the Ordering Process (if purchasing without logging in or registering).
3. TIXY will deliver a structured invoice issued using the National e-Invoice System (KSeF) or a visualization of such an invoice on the terms and within the time limit specified in the VAT Act for the National e-Invoice System, i.e., no later than the fifteenth day of the month following the month in which the Payment Service Provider recorded the receipt of the Customer's funds for the payment of the Ticket price.

VII. PAYMENT

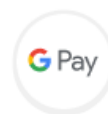
1. The following entities are the Payment Service Providers:
 - a. in the scope of the forms of payment referred to in Section VII, para. 3, points (a) and (b) of the Terms and Conditions: Krajowy Integrator Płatności S.A. with its registered office in Poznań, plac Andersa 3, 17th floor, 61-894 Poznań, entered into the National Court Register by the District Court Poznań – Nowe Miasto i Wilda in Poznań, VIII Commercial Division of the National Court Register under KRS number: 0000412357, NIP number: 7773061579, REGON number: 300878437, share capital 5,494,980 PLN, responsible for the provision of payment services within the Tpay website, and
 - b. in the scope of the forms of payment referred to in Section VII, para. 3, points (c) – (f) of the Terms and Conditions: Autopay S.A. with its registered office in Sopot, ul. Powstańców Warszawy 6, 81-718 Sopot, entered into the National Court Register by the District Court Gdańsk – Północ in Gdańsk, VIII Commercial Division under KRS number: 0000320590, NIP number: 5851351185, share capital 2,205,500 PLN, responsible for the provision of payment services within the Autopay website.
2. Web page of the Payment Service Provider:
 - a) referred to in Section VII paragraph 1 point a) of these Terms And Conditions is available here: <https://tpay.com>, and

- b) referred to in Section VII paragraph 1 point b) of these Terms And Conditions is available here: <https://autopay.pl>.

Before making use of the Payment Service Provider's services, please get familiar with its terms and conditions.

Before using deferred payment methods, Customers should familiarise themselves with the purchase limits, i.e., the amounts designated for the positive verification of the Customer that are available for making deferred payments, as specified in the Payment Service Providers' Terms And Conditions.

3. The Customer has the option to pay the Ticket price by selecting one of the following methods of payment available in the "Payment" step of the Ordering Process:
- a) Quick transfer;
 - b) BLIK;
 - c) Google Pay;
 - d) Apple Pay;
 - e) Deferred payments:
 - PayPo,
 - Blik Płacę Później,
 - f) payment cards:
 - Visa,
 - Visa Electron,
 - MasterCard,
 - MasterCard Electronic,
 - Maestro.



4. Before using the Payment Service Provider's services, please review the Payment Service Provider's Terms and Conditions.

5. Before making the payment, the Customer should verify that they have been correctly redirected to the Payment Service Provider's website and that the connection is encrypted.
6. Before using a deferred payment method, the Customer should review the applicable purchase limits – i.e., the amounts required for the Customer's positive verification – as specified in the relevant Payment Service Provider's Terms and Conditions.
7. The Customer must complete the Payment Process promptly and no later than the expiration of the combined time limit set for the Ordering Process and Payment Process together. Exceeding this time limit will result in TIXY canceling the Purchase Process, even if the Payment Process on the Payment Service Provider's website has not been interrupted. A new Purchase Process must be started to conclude a Sales Contract.
8. The Customer's timely payment of the Ticket price constitutes completion of the Payment Process and is understood as the submission of an offer within the meaning of the C.C.

VIII. TICKET DELIVERY

1. TIXY will send the Customer an email containing a link to the Ticket or the Ticket in digital form (including as a PDF file) to the email address:
 - a. assigned to the Customer's account in the event of a purchase by a logged-in Customer or
 - b. indicated during the Ordering Process, in the case of a purchase without logging in
2. The Customer consents to TIXY sending the link to the Ticket by electronic means to the proper e-mail address indicated in Section VIII, para. 1 of the Terms and Conditions.
3. The email containing the link to the Ticket also serves as confirmation that the order has been completed, thereby concluding the Sales Contract between TIXY and the Customer.
4. **In order to open the Ticket, the Customer must click on the "Your TIX" / "Twój TIX" button (or another equivalent button) in the email sent by TIXY containing the link to the Ticket.**
5. The Customer can add the Tickets they have purchased to their Apple Wallet or Google Wallet by selecting the "Add to Apple Wallet" or "Add to Google Wallet" (or another equivalent option) in the email containing the link to the Ticket or from the "My TIX" tab on TIXY Platform.
6. TIXY shall be liable neither for the failure to provide the Customer with an email containing a link to the Ticket nor for the inability to open the link to the Ticket for

reasons which are not attributable to TIXY, in particular because the Customer provided an incorrect email address, because of a failure of the electronic mail used by the Customer, the interception of the email by an anti-spam filter of the electronic mail used by the Customer or its incorrect operation, problems with the internet connection on the part of the Customer or the Customer's internet service provider.

7. The QR code on the Ticket activates automatically 24 hours before the Event. Until then, the QR code is covered by a padlock symbol and cannot be scanned. The Customer must present the Ticket with an active (unlocked) QR code upon entry to the Event, as this is required for Ticket verification and participation.
8. In the event that a Customer does not receive an email containing the link to the Ticket or encounters any technical issues related to a Ticket, in particular to the QR code, they should contact TIXY immediately by sending an email to: biletv@tixyapp.com or by calling : +48 573 336 666 – helpline open Monday to Friday 9:00 a.m. – 5:00 p.m.
9. **Printing the Ticket is not required. In order to participate in the Event, it is sufficient to present the Ticket with the QR code on the screen of a mobile device.**
10. TIXY shall not be liable for Tickets lost or stolen from the Customer or for Tickets damaged through no fault of TIXY.
11. TIXY shall not be liable for Tickets purchased from unofficial sources or any channel other than the TIXY Platform.
12. For paper Tickets – including collector's Tickets with a special or unique graphic design – TIXY will deliver the Ticket by post or courier, as agreed with the Organizer.

IX. WITHDRAWAL FROM THE AGREEMENT

1. The Customer does not have the right to withdraw from the Ticket Sales Contract. This is pursuant to Article 38(1)(12) of the Consumer Rights Act, which excludes the right of withdrawal from distance contracts for services related to entertainment, sports, or cultural events, where the contract specifies a date or period of service.

X. TICKET COMPLAINTS

1. TIXY handles complaints regarding the Purchase Process, the conclusion of the Sales Contract, Tickets and the delivery of Tickets.
2. Complaints shall be submitted by email sent to the address: reklamacje@tixyapp.com
3. The complaint notification shall include:
 - a. details of the person lodging the complaint (name and surname, address for

- sending a reply to the complaint, and optionally a contact telephone number),
 - b. a description of the problem and the desired resolution,
 - c. the name of the Event and the order number which the complaint refers to.
- 4. Incomplete provision of the information referred to in Section X, paragraph 3 of these Terms and Conditions, which is necessary to provide a response to the complaint, may result in difficulty in providing such a response or may make it impossible to provide it.
 - 5. Before a complaint is handled, the Customer may be asked to provide a Proof of Ticket Purchase to which the complaint relates.
 - 6. Complaints will be handled by TIXY without delay, no later than 14 days from the receipt of the complaint.
 - 7. Complaints regarding the organization, conduct, and course of the Event should be addressed directly to the Organizer, as the entity solely responsible, in accordance with the complaint procedure described in the Organizer's Terms and Conditions. Complaints regarding the organization, conduct, and course of the Event shall be considered by the Organizer within the time limit specified in the Organizer's Terms and Conditions and/or the Event Terms and Conditions. In the case of selected Events, Customer complaints for which the Organizer is competent to consider may be handled by TIXY within the scope and on the basis of the Organizer's authorization.
 - 8. TIXY shall not be liable for the content of the Organizer's replies to complaints.
 - 9. TIXY or the Organizer will notify of the handling of the complaint in the same manner as the complaint was lodged, unless the Customer has indicated that a reply should be conducted in another manner.

XI. OUT-OF-COURT DISPUTE RESOLUTION

- 1. In the event of a dispute arising between the Customer and TIXY, the Customer shall have the option of using out-of-court methods for handling complaints and pursuing claims. To this end, a Customer who is a consumer may, in particular, seek assistance from consumer organizations and city or district consumer ombudsmen. A link to the search engine for consumer support institutions is available on the website of the Office of Competition and Consumer Protection: UOKiK – Consumers – Consumer Institutions – Institution Search.

XII. RETURNS – CANCELLATION OF AND MATERIAL CHANGES TO AN EVENT

- 1. A Customer is entitled to a Ticket refund if an Event is cancelled or has a Material Change. The Organizer's Terms And Conditions and/or the Event Terms And Conditions may provide additional circumstances under which a refund may be granted.

2. In the event of an **Event cancellation** or the occurrence of a **Material Change to an Event in the form of a change to the date and/or venue of the Event**, Customers will be informed of this fact via an e-mail sent to the e-mail address assigned to the Account or provided by a non-logged-in Customer during the Ordering Process and/or via SMS and/or by telephone immediately after the Organizer provides TIXY with such information or after the Organizer enters such information on the TIXY Platform. Additionally, the relevant information will appear on the Event Page, and the status of the Event will change for logged-in Customers on the TIXY Platform in the "Moje TIXy" tab (or another of equivalent meaning).
3. In the case of a Material Change to an Event of a different character than a change to the date and/or venue of the Event, TIXY shall inform the Customers of such a change without delay, provided that the Organizer has communicated the relevant information to TIXY. The information will be communicated to Customers in the form of an email sent to the email address assigned to the Customer's Account or provided by the non-logged-in Customer during the Ordering Process.
4. **Note! A change of cast to replacement performers, a change in the lineup and/or program of an Event in which several performers participate, a change in additional performances, or a change in the gate opening time before the start of the Event do not constitute a Material Change to the Event.**
5. TIXY shall not be liable for failing to inform the Customer of the cancellation of an Event or the occurrence of a Material Change to an Event where TIXY has not received such information from the Organizer or where the Organizer has not changed the status of the Event on the TIXY Platform.
6. In the event of an Event cancellation, the refund of funds (the Ticket price along with the Service Fee included therein) will be ordered to the Customer immediately after TIXY receives information about the Event cancellation from the Organizer, no later than within 14 days from the date of the announcement of the Event cancellation by TIXY via e-mail or on the TIXY Platform.
7. In the event of a **Material Change to an Event** consisting of a change of date and/or venue of the Event, the Customer will receive a message sent to the email address assigned to their Account or provided by a non-logged-in Customer during the Ordering Process, in which the following proposals may be presented to the Customer:
 - a. accept the Material Change and participate in the rescheduled/relocated Event,
 - b. select another Event from those organised by the Organizer, if possible,
 - c. receive a Ticket refund.
8. In the case of selecting the option of another Event from among the Events organized by the Organizer, referred to in Section XII, para. 7, point (b) of the Terms and Conditions, the Customer is obliged to respond to the message referred to in Section XII, para. 7 of the Terms and Conditions no later than by the date of the new term of

the Event to which the Material Change of the Event relates. The Customer's response should be sent by e-mail to the address from which the message with the proposal(s) was sent or to another e-mail address indicated in that message. Failure to respond to the message referred to in Section XII, para. 7 of the Terms and Conditions shall be equivalent to a declaration of willingness to participate in the Event to which the Material Change of the Event relates. In the case of selecting the option of a Ticket refund referred to in Section XII, para. 7, point (c) of the Terms and Conditions, **the Customer is obliged to send a refund request to the e-mail address bilet@tixyapp.com within the time limit resulting from generally applicable provisions of law.**

9. If the Ticket refund option referred to in Section XII paragraph 7 point c) of these Terms And Conditions is selected, the refund shall be ordered in the Customer's favour immediately, no later than within 14 days from the date of delivery to TIXY of the request for the Ticket refund referred to in Section XII paragraph 7 point c) of these Terms And Conditions.
10. The Ticket shall be refunded using the same method of payment as the Customer used, unless the Customer has expressly agreed to a different refund method that does not involve any cost to the Customer.
11. A refund for a Ticket results in the cancellation of the returned Ticket.
12. At the discretion of the Organizer, in the situation of a Material Change to the Event consisting in a change to the date and/or venue of the Event, Customers with an Account may be able to request a Ticket refund via the TIXY Platform within the timeframe indicated in the message referred to in Section XII paragraph 8 of these Terms And Conditions. To that end, on the list of Tickets of the logged-in Customer (available in the "My TIXes" tab or an equivalent one), an option will be displayed which, when clicked, allows the Customer to send a refund request ("Return TIX" option or an equivalent one).
13. Submitting a refund request for the Ticket within the timeframe indicated above releases the Customer from the need to reply to the message referred to in Section XII paragraph 7 of these Terms And Conditions.
14. Decisions regarding the Event, including the cancellation of the Event or a Material Change to the Event, shall be made by the Organizer in accordance with the Organizer's Terms And Conditions and/or the Event Terms And Conditions and/or the Venue Terms And Conditions.
15. **The above provisions do not restrict the Customer's rights deriving directly from applicable law provisions.**

XIII. PERSONAL DATA

1. TIXY processes the Customer's personal data in accordance with the generally

applicable laws, in particular in accordance with the GDPR, with emphasis on the application of technical and organisational measures appropriately adapted to the personal data subject to the processing.

2. Detailed information on data protection can be found in the Privacy Policy, available at the following address: <https://www.tixyapp.com/privacy-policy>.

XIV. COPYRIGHTS

1. TIXY and/or the Organizers own the copyright or other rights in the content posted on the TIXY Platform. Unless otherwise stated, all images, graphics as well as other creative elements are protected by copyright or other protective rights. TIXY does not consent to any use, copying, modification or reproduction thereof in any way.

XV. AMENDMENTS TO THESE TERMS AND CONDITIONS

1. TIXY reserves the right to amend these Terms And Conditions for important reasons, i.e. in the case of:
 - a) changes in the law – the necessity to adapt these Terms And Conditions to laws directly affecting them and resulting in the necessity to modify these Terms And Conditions in order to comply with the law;
 - b) the issuance of recommendations, orders, rulings, provisions, interpretations, guidelines or decisions by competent public authorities;
 - c) the development, the change of the functionalities of the TIXY Platform, including the change of any technical requirements, as well as the introduction of new services provided by electronic means, or the change of the existing functionalities of the TIXY Platform;
 - d) the occurrence of ambiguities, errors or clerical mistakes in these Terms And Conditions, as well as changes in the contact details, names, identification numbers, electronic addresses or links provided in these Terms And Conditions;
 - e) the need to counteract misuse or for security reasons;
 - f) the need to improve the quality of service.
2. An amendment to the content of these Terms And Conditions shall be effective as of the date indicated in the announcement about the amendment to these Terms And Conditions posted on the TIXY Platform and/or sent by email informing about the amendments. Customers will be informed about any amendment to these Terms And Conditions 7 days prior to its effective date at the latest.
3. An amendment to these Terms And Conditions shall not apply to Tickets purchased by the Customer on TIXY Platform before the amendment to these Terms And Conditions has been introduced. The Ticket Sales Contracts concluded before the amendment to

these Terms And Conditions are subject to the provisions of the Terms And Conditions in force as of the date of conclusion thereof.

4. The current and previous versions of these Terms And Conditions are stored on a third-party provider's durable medium and are always available as a PDF document from the level of the TIXY Platform. A link to the version of the Terms And Conditions applicable on the day of the Ticket purchase is sent to the Customer in the email mentioned in Section IV paragraph 6 point c) of these Terms And Conditions, along with the link to the purchased Ticket.

XVI. FINAL PROVISIONS

1. Each Sales Contract constitutes a separate legal relationship and requires separate acceptance of these Terms And Conditions.
2. In the event of any discrepancy between these Terms And Conditions and the Organizer's Terms And Conditions and/or the Event Terms And Conditions and/or the Venue Terms And Conditions and/or other guidelines specifying the terms of participation in the Event, these Terms And Conditions shall prevail, except for the provisions of these Terms And Conditions that reserve the priority of the Organizer's Terms And Conditions and/or the Event Terms And Conditions and/or the Venue Terms And Conditions and/or other guidelines specifying the terms of participation in the Event.
3. Any disputes shall be resolved by a court of competent jurisdiction in accordance with applicable law.
4. No provisions of these Terms And Conditions shall exclude or limit the Customer's rights under applicable law provisions.
5. The principles of use of the TIXY Platform's functionalities, including the Account service, are regulated in the Terms And Conditions For The Provision Of Services By Electronic Means for the TIXY Platform.
6. Issues not regulated in these Terms And Conditions shall be governed by applicable provisions of Polish law.
7. This version of these Terms And Conditions shall apply from the 2 of September 2026.