



## Terms and Conditions for the Provision of Services by Electronic Means for the TIXY Platform

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### I. Definitions

1. The capitalized terms used in these Terms and Conditions for the Provision of Services by Electronic Means for the Tixy Platform, unless expressly stated otherwise, shall have the following meanings:
  - a) **"Account"** – service provided by electronic means that enables access to the Platform functionalities dedicated to Platform Users, in particular: access to profile information, managing a Ticket, changing a password.
  - b) **APSEM** – Act of 18 July 2002 on the Provision of Services by electronic means (consolidated text: Polish Journal of Laws of 2020, item 344).



- c) **"Bearer Ticket"** – Bearer Ticket as defined in the TIXY Terms and Conditions for the Purchase of Tickets.
- d) **"C.C."** – Act of 23 April 1964 – Civil Code (consolidated text: Polish Journal of Laws of 2022, item 1360, as amended).
- e) **"Customer"** – the entity using the Tixy Platform to purchase Tickets, who can be a natural person, a legal person or an organisational unit without legal personality, as well as a person acting in the name and on behalf of a legal person or an organisational unit without legal personality as its representative and performing actions for it and on its behalf, and such actions shall be understood as actions of a legal person. The Customer may act as a registered or unregistered entity.
- f) **"Event"** – an event of an entertaining, sporting or cultural nature that the Customer may purchase Tickets for via the Tixy Platform.
- g) **"Guest"** – an entity to whom the Organiser has sent an Invitation as defined in the Invitations Terms and Conditions dated 3 April 2024 via the TIXY Platform. The Guest may be a natural person, a legal person, an organisational unit without legal personality that has been granted legal capacity by law or a person acting in the name and on behalf of such persons or units.
- h) **"Organiser"** – an entity that has created an Organiser's Account on the Tixy Platform, has successfully passed the verification process and via the Tixy Platform it sells and distributes Tickets for the Events it organizes.
- i) **"Personal Ticket"** – Personal Ticket as defined in the TIXY Terms and Conditions for the Purchase of Tickets.
- j) **"Platform User"** – any entity using the Tixy Platform, including a Customer or a Guest.
- k) **"Privacy Policy"** – the document describing the principles of processing personal data by the Service Provider, available at the address: [www.tixyapp.com/privacy-policy](http://www.tixyapp.com/privacy-policy).
- l) **"Service(s)"** – services provided for Platform Users by Tixy by electronic means, in particular: access to contents on the Tixy Platform; Account; cart; return; Newsletter; sharing and/or enabling the download of contents.
- m) **"Service Provider / We"** – 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 the KRS Number 0000801016, NIP 5482726872, REGON [statistical identification number] 384257448, share capital amounting to PLN 50,000.
- n) **"Terms and Conditions"** or **"Terms and Conditions for PSEM for the Platform"** – these Terms and Conditions determining the rules of the provision of services by electronic means for Platform Users via the Tixy Platform.
- o) **"Terms and Conditions for the Purchase of Tickets"** – Terms and Conditions available at the address: <https://tixyapp.com/terms>.
- p) **"Ticket(s)"** – confirmation of the right to participate in a selected Event. Depending on the type of Event and the Organiser's decision, a Ticket may be an electronic Personal Ticket or an electronic Bearer Ticket. A Ticket shall be purchased in accordance with the rules specified 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 the "Ticket". On the TIXY Platform, a Ticket is referred to as "TIX".

- q) **"Tixy Platform"** – internet platform available at the address: [www.tixyapp.com](http://www.tixyapp.com).
- r) **"TL"** – Act of 16 July 2004 on Telecommunication Law (consolidated text: Polish Journal of Laws of 2021, item 576).

## II. GENERAL PROVISIONS

1. These Terms and Conditions constitute implementation of obligation referred to in Article 8(1)(1) of APSEM and Article 173(1)(1) of TL.
2. These Terms and Conditions determine rules and principles of the use, by the Platform Users, of Services available on the Tixy Platform.
3. The Service Provider is the entity operating the Tixy Platform.
4. The content of these Terms and Conditions is available free of charge on the Tixy Platform in a form enabling its free recording, storage and reproducing. The content of these Terms and Conditions may be recorded and multiplied by the Platform User by any technique on any carriers for the purposes related to the use of the Tixy Platform and the Services provided within its framework.
5. Within the framework of the use of the Tixy Platform and the Services, it is prohibited to provide content of an unlawful and misleading nature, as well as to undertake actions that may cause damage or disruption to the Tixy Platform.
6. The Service Provider provides the Services continuously 7 days a week, 24 hours a day, year-round. Due to technical reasons, there may be malfunctions or failures preventing or hindering the use of the Services and the Tixy Platform. The above also includes the temporary shutdown of access to the Tixy Platform due to technical works. We will keep the Users informed of when such works will take place via the Tixy Platform on an ongoing basis.
7. These Terms and Conditions do not apply to the conclusion of sales contracts on Tixy Platform. Terms and Conditions for the Purchase of Tickets is available at the address: [www.tixyapp.com/terms](http://www.tixyapp.com/terms).
8. The commencement of the use of the Services constitutes the conclusion of an agreement with the Service Provider. Before the conclusion of the agreement on the provision of services by electronic means, the Platform User shall get familiar with these Terms and Conditions.
9. Conclusion of the agreement on the provision of services by electronic means is free of charge.
10. The moment of the conclusion of the agreement on the provision of services by electronic means is the moment of opening the website where the Tixy Platform is located, including its subpages. In the case of sending the Newsletter, the moment of conclusion of the agreement on the provision of services by electronic means is the moment of expressing the consent for sending of the Newsletter.
11. The agreement on the provision of services by electronic means is concluded for the period of the provision of those Services.



### III. TECHNICAL REQUIREMENTS

1. The requirements for the correct use of the Tixy Platform and the Services:
  - a) having a computer, laptop or other multimedia device with a standard, up-to-date operating system, access to the internet and a standard, up-to-date internet browser,
  - b) enabling cookies to be saved and Javascript to be used in your web browser,
  - c) having a screen with a resolution of at least 1280x720 pixels,
  - d) having an active e-mail address – when using the Service: Account, Cart, Ticket Return, Newsletter.

### IV. TERMS OF USE OF THE TIXY PLATFORM

1. The use of the Tixy Platform is free of charge, voluntary and permitted for all Users of the Platform who have hardware that meets the technical requirements set out in Section III above.
2. The use of the Services available on the Tixy Platform is equivalent to accepting the content of these Terms and Conditions and concluding with the Service Provider an agreement on the provision of services by electronic means with the Service Provider.
3. The agreement is concluded by visiting the Tixy Platform (including its subpages) or by expressing consent to sending the Newsletter.
4. The Platform User is obligated to use the Platform in accordance with these Terms and Conditions, with due observance of law and good practice.
5. In particular, it is prohibited to interfere with the operation of the Tixy Platform, including altering the code of the Tixy Platform, using or posting viruses, worms, bots, Trojans, unauthorised extensions and other mechanisms that may adversely affect the functioning of the Tixy Platform.

### V. SERVICES PROVIDED BY ELECTRONIC MEANS

1. We provide the following Services by electronic means via the Tixy Platform:
  - a) Access to contents on the Tixy Platform;
  - b) Account;
  - c) Cart;
  - d) Ticket Return;
  - e) Newsletter;
  - f) Sharing and/or ability to download contents.
2. The use of the Services available on the Tixy Platform is free of charge.

### Access to the contents of the Tixy Platform

1. In order to obtain access to the content of the Tixy Platform, including special services, promotions, offers provided by the Service Provider, please visit the following website: [www.tixyapp.com](http://www.tixyapp.com).
2. To view the content of the Tixy Platform you do not need to create an Account or log in.



3. The Tixy Platform contains redirects to services of other entities (e.g. social media providers). The Service Provider is not responsible for the services provided by those entities. The Platform User should get familiar with terms and conditions of use of the services provided by them.

## Account

1. In order to make use of the Account Service, it is necessary to create an Account (registration) on the Tixy Platform, by providing your email address and password. You must then accept these Terms and Conditions, the Terms and Conditions for the Purchase of Tickets and the Privacy Policy and click the "Register" button (or another equivalent button).
2. The Platform User may create only one Account on the Tixy Platform.
3. In order to create the Account, it is necessary to set up a password, which must be a secure one, i.e. contain a minimum of 8 characters, at least one small letter and one capital letter and a minimum of one number. We recommend the Account password to be changed on a regular basis.
4. The Platform User may delete its Account at any time without stating any reason or incurring any costs. In order to exercise this right, an e-mail must be sent to the following address: [kontakt@tixyapp.com](mailto:kontakt@tixyapp.com). The Service Provider will delete the Account within 7 days of the receipt of the e-mail message. The Service Provider informs that it may be obliged to store certain personal data of the Platform User for the purposes and within the timeframes specified by law. Upon deletion of the Account, the Agreement for the provision of the Account Service shall be terminated, unless it has been previously terminated by the Platform User or the Service Provider.
5. In the event of gross non-observance of these Terms and Conditions, the Service Provider shall be entitled to block or even delete the Account and the agreement for the provision of the Account Service shall be terminated.

## Cart

6. The Cart Service consists of the option of selecting the Tickets in question, booking them (adding them to the cart) and then, once their availability has been confirmed, proceeding to payment.
7. Use of the Cart Service starts with clicking the "Book" button (or another equivalent button) located in the Ordering Process and ends with the proceeding to payment.

## Ticket Return

8. The Ticket Return Service provides you with the opportunity to submit a request for a refund of your Ticket payment where an Event has been changed to the extent that you are entitled to return the Ticket in accordance with the Terms and Conditions for the Purchase of Tickets.



9. Where the Customer is entitled to a Ticket return, it may be possible to send a Ticket return request ("Return TIX") via the Tixy Platform under "My Tixy" tab (or another equivalent tab).
10. The Ticket shall be refunded with the same method of payment as the Customer used, unless the Customer has expressly agreed to a different method of refund that does not involve any cost to the Customer.

### Newsletter

11. The Service Provider provides the Newsletter service.
12. The Newsletter Service consists in the sending by the Service Provider of contents which may be of interest to the Platform User, in particular concerning upcoming Events.
13. In order to receive Newsletter the User should:
  - a) have at their disposal equipment that complies with the technical requirements set out in Section III of these Terms and Conditions;
  - b) have an on-line access to the Tixy Platform;
  - c) have an active e-mail address;
  - d) provide their email address, get familiar with these Terms and Conditions and Privacy Policy, and then click the "Subscribe" (or equivalent) button.
14. Upon providing the correct data and completing the process indicated in paragraph 13 above, the Platform User shall receive an e-mail confirming subscription to the Newsletter.
15. The service is provided free-of-charge for indefinite period.
16. Usually the Newsletter is sent once a month.
17. It is possible to subscribe to the Newsletter at any time.
18. The Newsletter contains contents of information, promotional or advertising nature. The graphic elements and contents of the Newsletter are subject to copyright or other rights vested in the Service Provider or third parties, in particular the Organisers, and are protected by law. Any copying, modification and use contrary to the purpose and/or without the consent of the Service Provider may constitute a violation of law.
19. The Platform User may unsubscribe from the Newsletter at any time by clicking the link in each sent email message containing the Newsletter. The resignation is equivalent to termination of the agreement on providing services by electronic means in this respect.
20. Deactivation of the Newsletter may also occur at the initiative of the Service Provider, in particular in the event of non-observance by the Platform User of the provisions of these Terms and Conditions.
21. Upon the deactivation the Newsletter shall be sent no longer.

### Content availability and/or downloadability

22. The Service Provider provides the service of availability and/or downloadability of the contents – the content of these Terms and Conditions is available free of charge on



the website [www.tixyapp.com/terms](http://www.tixyapp.com/terms) in a form that allows its recording, storage and reproduction.

23. The content of these Terms and Conditions may be recorded and reproduced by the Platform User with any technique on any carriers for the purposes related to the use of the Tixy Platform and the Services provided within the framework of the Tixy Platform.

## VI. CONTACT AND COMPLAINTS

1. The Service Provider shall exercise due diligence in order to ensure the proper level of functioning of the Services and of the Tixy Platform.
2. The Platform User has the right to notify about reservations and errors in the functioning of the Services and of the Tixy Platform.
3. To this end, the Platform User should contact the Service Provider electronically by sending an e-mail to the following address: [kontakt@tixyapp.com](mailto:kontakt@tixyapp.com).
4. The Platform User shall provide in the complaint or notification:
  - a) the contact details necessary to send a response to the complaint or notification,
  - b) a description as to what the irregularities in the Service or in the functioning of the Tixy Platform consisted in and under what circumstances they occurred, and the Platform User's expectations.
5. The Service Provider may ask the Platform User for additional information to the extent necessary to give a complete response.
6. Complaints and notifications shall be dealt with immediately, no later than within 14 days. Incomplete provision of the information (necessary to respond to a complaint) referred to in paragraph 4 above, may result in a hindrance or inability to provide such a response.
7. The Service Provider shall inform the Platform User of the decision regarding the complaint or notification to the e-mail address from which and in the form in which the complaint or notification was sent, unless the Platform User has indicated that they wish to receive a response to a different e-mail address.
8. A complaint may be lodged anonymously if the provision of personal data is not necessary for its consideration.

## VII. COPYRIGHTS

1. The Service Provider and/or the Organiser own the copyright or other rights in the content posted on the Tixy Platform. Unless otherwise stated, also all images, graphics as well as other creative elements are protected by copyright or trademarks protection rights or other proprietary rights.

## VIII. PROCESSING OF PERSONAL DATA

1. The Service Provider processes the Platform User's personal data in accordance with the generally applicable laws, in particular in accordance with 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) with emphasis on the application of technical and organisational measures appropriately adapted to the personal data subject to the processing.

1. Detailed information on data protection can be found in the Privacy Policy [www.tixyapp.com/privacy-policy](http://www.tixyapp.com/privacy-policy).

## IX. AMENDMENTS TO THESE TERMS AND CONDITIONS

1. The Service Provider reserves the right to amend these Terms and Conditions for important reasons, i.e. in the case of:
  - a) changes in law and 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) issuance of recommendations, orders, rulings, provisions, interpretations, guidelines or decisions by competent public authorities;
  - c) development, change of the functionalities of the Tixy Platform, including the change of technical requirements, as well as the introduction of new services provided by electronic means or the change of existing functionalities of the Tixy Platform;
  - d) the occurrence of ambiguities, errors or clerical mistakes that could occur in these Terms and Conditions, as well as changes in 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, including the amendments intended to enable the use of the Services in a manner consistent with law;
  - f) the need to improve the quality of service and/or of operation.
2. The amendment to the content of these Terms and Conditions shall be effective as of the date indicated in the announcement posted on the Tixy Platform, regarding the amendment to these Terms and Conditions.
3. The Customers having the Account shall be informed about amendment to these Terms and Conditions not later than 7 days prior to the effective date thereof.
4. Where the Platform User does not accept the new Terms and Conditions, they may terminate the agreement on the provision of services. To that end, the Platform User should inform the Service Provider of their decision by sending an e-mail to the following address: [kontakt@tixyapp.com](mailto:kontakt@tixyapp.com).
5. The up-to-date Terms and Conditions are always available at the Tixy Platform.

## X. FINAL PROVISIONS

1. Issues not regulated in these Terms and Conditions shall be governed by applicable provisions of the Polish law.





2. The Platform User who is a consumer shall have the option of seeking out-of-court means of settlement of disputes. To that end they may in particular seek assistance from consumer organisations and city or poviante consumer ombudsmen. A link to the search engine of consumer support institutions is available on the website of the Office of Competition and Consumer Protection: [UOKiK - Konsumenci - Instytucje Konsumenckie - Wyszukiwarka instytucji](#).
3. The Customer may also use the Online Dispute Resolution (ODR) platform available at the following address: <http://ec.europa.eu/consumers/odr/>.
4. This version of these Terms and Conditions shall apply from the 12th of November 2024.