



# REGULATIONS FOR THE PROVISION OF ONLINE SHOP SERVICES FANMEDIA MUSIC

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Online Shop at:

<https://shop.fanmedia.eu/>

<https://music.fanmedia.eu/>

<https://fanspot.pl/>

Is operated by **FANMEDIA MUSIC LTD** with its registered office at 71-75 Shelton Street, Covent Garden, London WC2H 9JQ, United Kingdom, Company Number 12476918 in the register kept by The Registrar of Companies for England and Wales.

If you have any doubts related to the Shop regulations, you can contact us at any time by sending a message to the address: [hello@fanmedia.eu](mailto:hello@fanmedia.eu)

## §1

### Definitions

**Shop** – FANMEDIA Atmospheric Music online shop operating at <https://shop.fanmedia.eu/>, FANSPOT Atmospheric Radio online shop operating at <https://music.fanmedia.eu/> and FANSPOT Atmospheric Places online shop operating at <https://fanspot.pl/>

**Regulations** – regulations of the online Shop, available under the service <https://shop.fanmedia.eu/terms-and-conditions/>

**Seller** – an entity entered under the name FANMEDIA MUSIC LTD with its registered office at 71-75 Shelton Street, Covent Garden, London WC2H 9JQ, United Kingdom, Company Number 12476918 in the register kept by The Registrar of Companies for England and Wales.

**Customer** – a natural person who has full legal capacity, a legal person and an organizational unit without legal personality who may acquire rights and incur liabilities making purchases in the Shop and having a Customer Account.

**Customer Account (My Account)** – a database containing, among others, customer data used to process orders, order history, payment history, preferences regarding selected Shop functionalities.

**Works** – musical or verbal – musical works being works within the definition of the Act of 4 February 1994 on Copyright and Related Rights (unified text from 2016, item 666), to which the Licensor has exclusive licensing rights under the OPFP License.

**Sound files** – tracks in digital version in lossless FLAC or mp3 format, not saved physically (e.g. CD, DVD). They are packed in one file for download in ZIP format.

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**Licensor** – an entity entered under the name FANMEDIA MUSIC LTD with its registered office at 71-75 Shelton Street, Covent Garden, London WC2H 9JQ, United Kingdom, Company Number 12476918 in the register kept by The Registrar of Companies for England and Wales.

**Licensee** – End user, who for a fee has purchased the non-exclusive right to use the Works made available under the OPFP License in accordance with the terms and conditions set out in it.

**License Fee** – a one-off and non-refundable fee that the Licensee pays. The amount of the License Fee depends on the rights resulting from the License Type. The Document confirming the payment is the OPFP License Purchase Document.

**OPFP License Purchase Document** – documents confirming the payment of the License Fee issued by the Licensor – an invoice with identification of the Licensee and Works, OPFP License with identification of the Licensee, Works and License Type.

**Traditional transfer** – payment made by the customer via a bank online account or landline or at a post office. Payment transferred before the order is completed.

**Electronic transfer** – payment made by the Customer from a bank account via online payment systems. Payment made before the order is completed.

**Payment by payment card** – payment made by the customer using a payment card via online payment systems. Payment made before the order is completed.

**Civil Code** – the Act of 23 April 1964 Civil Code (Journal of Laws 1964.16.93).

## § 2

### General provisions

1. These Regulations specify:
  - a. rules of registration in the shop,
  - b. the rules of using the shop,
  - c. the conditions for placing orders for products offered and available in the Shop,
  - d. the conditions for delivering ordered products to the Customer,
  - e. payment methods,
  - f. Customer's right to cancel the order and withdraw from the contract,
  - g. rules for submitting and examining complaints.
2. To use the Shop, including making a purchase, it is not necessary to meet specific technical conditions by a computer or other device of the Customer. Sufficient are:
  - a. Internet access,
  - b. standard operating system,
  - c. standard internet browser,
  - d. having an active email address.
3. Browsing the shops's assortment don't require registration. Placing orders by the Customer for products in the Shop's assortment is possible after registering in accordance with the provisions of § 4 of these Regulations.
4. All product prices on the shop's websites are given in British Pounds, Polish Zloty, Euro, US Dollar, Canadian Dollar and are gross prices. Prices do not include delivery costs. Delivery costs depend on the method of delivery of the product to the customer, destination country, value and size of the order and are given when choosing the method of delivery of the product by the Customer. The total cost of the order (the price of products including delivery costs) is indicated in the basket before the order is placed by the Customer.
5. As part of using the Shop, it is prohibited for the Customer to provide unlawful content that violates the law or decency. The Customer is also obliged to refrain from any activity that could negatively affect the proper functioning of the Shop, including in particular any interference with the content of the Shop or its technical elements. It is also forbidden to use the Shop for purposes contrary to its intended purpose, including sending spam, conducting any commercial, advertising or promotional activity on the Shop's pages

### **§ 3**

#### **OPFP License**

1. All Licenses under the OPFP License are subject to the terms of this License. By purchasing an OPFP License for Works or for Works already under the OPFP License, you agree to the terms of this License.
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9. The Licensee has, at any time, the right to resume the use of the rights resulting from the content of the OPFP License. It is a prerequisite to comply with its provisions and to have a Document of Purchase of OPFP License.

## **§ 4**

### **Registration**

1. Registration in the online Shop enables the Customer to:
  - a. entering, editing or deleting data, including delivery addresses,
  - b. placing orders using data entered by the Customer,
  - c. creating a shopping list,
  - d. browsing order history,
  - e. access to purchased Sound Files,
  - f. ordering and unsubscribing from the newsletter,
  - g. using discount codes,
  - h. using other functionalities made available to registered clients.
2. To register in the Shop (creating a customer account), complete the registration form on the Shop's website (MY ACCOUNT tab), providing an active email address.
3. After completing and sending the registration form, the shop sends confirmation of registration to the e-mail address provided by the Customer.
4. Registration in the Shop, as well as the use of the Shop's functionality are free. By registering, you conclude an agreement between the Customer and Shop for the provision of electronic services consisting in enabling the Customer to place an order in the Shop, maintaining the Customer's account, on the terms set out in these Regulations.
5. Placing an order in the Shop is possible only after creating a customer account and providing the necessary data to enable the order (name and surname, display name (username), billing address, delivery address, contact phone, invoice details).
6. After registering in the Shop, each login to the account is done using the data provided in the registration form or changed using the Customer's account settings (email address and password defined by the Customer). The account stores Customer data and the history of orders placed.
7. The contract is concluded for an indefinite period, and the Customer may terminate this contract with immediate effect at any time by deleting the Customer's account. No fees are charged for canceling or deleting the Customer's account.

## **§ 5**

### **Order**

1. The Customer may place orders for products available in the Shop's assortment 7 (seven) days a week and 24 (twenty-four) hours a day, subject to trade bans or restrictions resulting from mandatory legal provisions.
2. The Customer may place an order only if he has an account in the Shop. The Customer can set up an account from the MY ACCOUNT tab or when placing the order.
3. To place an order, the Customer should:
  - a. log in to your account in the Shop or create an account - does not apply to the Customer who logged in to his account before starting the order,
  - b. select the product, media type, OPFP License type and quantity, and then click the ADD TO CART button,
  - c. from the basket, click the GO TO CHECKOUT button,
  - d. provide invoice details. In the case of an order with shipment, enter the recipient's details, delivery address and contact phone number regarding the collection of the parcel - if the Customer has previously added the above data to the Customer's account, he can continue without having to complete it again or provide other data,
  - e. choose the delivery method and payment method for the order,
  - f. read the Regulations and accept them - which means that the Customer has read its content and actually accepts its provisions. Acceptance of the Regulations is voluntary, but necessary to place an order,
  - g. click the BUY AND PAY button.
4. If the Customer has chosen the payment method via the FONDY online payment system, after clicking the BUY AND PAY button, the Customer will be directed to the FONDY transaction page to make the payment for the order. After making the payment, the Customer will be redirected back to the Shop page with the confirmation of the order. At this time, the contract of sale of the products covered by the order is considered to have been concluded between the Customer and the Seller.
5. If the Customer has chosen a payment method for the order other than payment via the FONDY online payment system, after clicking the BUY AND PAY button, he will be transferred to the confirmation page of the order, containing data for the selected form of payment. At this time, the contract of sale of the products covered by the order is considered to have been concluded between the Customer and the Seller.
6. By making a purchase in the Shop, the Customer agrees to receive invoices in

electronic form. The Shop issues and provides invoices in electronic form in a way that guarantees the authenticity of their origin and the integrity of their content. Each invoice in electronic form will be made available to the Customer via e-mail to the e-mail address provided by the Customer when placing the order or creating a Customer Account.

7. After placing the order, the confirmation of receipt of the order by the Shop will be sent to the e-mail address provided on the Customer's account. If the execution of the order is possible, an electronic message will be sent to the Customer's e-mail address confirming the acceptance of the order. Upon confirmation of acceptance of the order, a contract is concluded between the Customer and the Seller regarding this order.

## **§ 6**

### **Payment methods and order processing**

1. The Customer can choose from the following forms of payment for ordered products:
  - a. payment by electronic transfer or payment card via the FONDY website,
  - b. traditional transfer to the Seller's bank account.
2. Settlements of transactions by electronic transfer and payment card are carried out via the FONDY online payment system. These services are provided by FONDY LTD with its registered office at 40 Gracechurch Street, London EC3V 0BT, England, registered under number 10063984.
3. Settlements of payment card transactions are carried out via FONDY. These services are provided by FONDY LTD with its registered office at 40 Gracechurch Street, London EC3V 0BT, England, registered under number 10063984.
4. If the Customer has chosen the payment method in the form of a traditional transfer to the Seller's bank account, he is obliged to pay for the order within 7 days of the conclusion of the contract.
5. The implementation of the order will start after the Shop receives the full payment or in the case of payment via FONDY online payment system - after receiving confirmation of the successful payment.
6. The implementation of the order consists in preparing the subject of the order for shipment to the address provided by the Customer.
7. Execution of the order, the subject of which are Audio files, takes place automatically. The Customer after successful payment via the FONDY online payment system receives immediate access to the subject of the order.

8. After completing the order, the Seller will send an order confirmation to the e-mail address and will start sending the order to the Customer or will enable downloading the Sound files in digital format.
9. The order is considered completed when the order is ready for shipment. If the subject of the order is an Sound files, the order shall be deemed completed when the Customer can download the file.
10. As confirmation of the purchase of an OPFP License for Works or Works under an OPFP License, the Customer receives an OPFP License Purchase Document by email. This document entitles the Customer to use the subject of the order in accordance with the provisions of the OPFP License.
11. The order processing time is counted from the moment the payment is made for the order, unless the Customer has chosen another form of payment - then the duration of the order is counted until the conclusion of the contract.
12. If the subject of the order are Sound files, the subject of the order is saved to the Customer's account in the MY ACCOUNT tab (DOWNLOAD PRODUCTS section). After logging in to the Shop, the Customer can download it to their end device. The access time to the Sound files is indefinite. The limit of downloads of Sound files to the Customer's terminal device is 5 (five).
13. If the order contains more than one product, the delivery time is the longest time indicated in the description of the product included in the order.
14. Unless otherwise specified in the product description, we try to send shipments on business days within 24 hours of placing the order. We reserve, however, that this process may take us up to two business days.
15. Orders are shipped via courier companies available from the logistics operator aPaczka - R2G Sp. z o.o. with its registered office in Warsaw 02-797 at Klimczaka Street 1. Website address: <https://www.apaczka.pl/>
16. The delivery time of the order depends on the method of delivery of the product to the Customer, destination country and product availability. Detailed information on delivery times can be found at: <https://shop.fanmedia.eu/delivery-and-payment/>.

## **§ 7**

### **Withdrawal from the contract and return of the product**

1. The Customer who has concluded a distance contract with the Seller has the right to withdraw from the contract without giving a reason within 14 days from the date of taking possession of the purchased products.
2. The right to withdraw from a distance contract also applies to digital content that is



not saved on a physical medium, provided that the Customer has not started the process of downloading files to the Customer's terminal device before the deadline to withdraw from the contract. In this case, the Customer loses the right to withdraw from a distance contract.

3. The Customer is not entitled to withdraw from a distance contract in respect of contracts:
  - a. for the provision of services, if the entrepreneur has fully performed the service with the express consent of the Consumer, who was informed before the start of the service that after the performance of the service by the entrepreneur will lose the right to withdraw from the contract;
  - b. in which the subject of the service are things that after delivery, due to their nature, are inseparably connected with other things;
  - c. in which the subject of the service are sound or visual recordings or computer programs delivered in a sealed package, if the package was opened after delivery;
  - d. for the supply of digital content that isn't stored on a physical medium, if the performance of the service began with the express consent of the Customer before the deadline to withdraw from the contract and after the Seller has informed him about the loss of the right to withdraw from the contract.
4. By purchasing an OPFP License for Works or Works under an OPFP License, the Customer agrees to the provisions of the OPFP License. Under the terms of the OPFP License, the Works are subject to a License Fee - a one-time non-refundable fee paid by the Licensee. The amount of the License Fee depends on the rights arising from the Type of License. The document confirming the payment of the fee is the OPFP License Purchase Document - documents confirming the payment of the License Fee issued by the Licensor - Invoice with the identification of the Licensee and Works, OPFP License with the identification of the Licensee, Works and License Type. By purchasing an OPFP License for Works or Works under an OPFP License, the Customer loses the right to withdraw from the contract.
5. The Customer must inform the Seller about his decision to withdraw from the contract by an unequivocal statement, in writing to the e-mail address. To meet the deadline for withdrawing from the contract, the Customer should send information about withdrawal from the contract before its expiry.
6. The Customer may use the model withdrawal form available at <https://shop.fanmedia.eu/terms-and-conditions/>, however, this is not mandatory.
7. The Customer is obliged to return the product to the Seller immediately, but not later than 14 days from the day on which he withdrew from the contract. To meet the deadline, it is sufficient to return the product before its expiry.
8. In the scope of exercising by the Customer the right to withdraw from a distance

contract, the cost of returning the product shall be borne by the Customer. The Shop doesn't receive parcels sent to it on delivery and is not responsible for the costs associated with such shipments.

9. In the event of withdrawal from the contract, the Seller shall refund all payments received from the Customer, including the cheapest cost of delivery of the product available in the Shop (if the cost has been covered by the Customer) immediately, however not later than 14 days from the day on which the Seller was informed of the withdrawal. The Shop will refund payments using the same method of payment that the Customer used, unless the Customer expressly agreed to a different method of reimbursement. In any case, the customer will not incur any fees for the return of payment.
10. The Shop is liable to the Customer if the sold product has a physical or legal defect (warranty), where the physical defect consists in the incompatibility of the sold product with the contract.
11. Within 14 (fourteen) calendar days, the Shop will respond to the customer's complaint under the warranty and inform him about the way to proceed.
12. A warranty claim should contain the details of the person or entity submitting the complaint (name and surname or full name, contact details), as well as an indication of the reason for the complaint and the content of the request.
13. In order to consider the complaint under the warranty by the Shop, the Customer should provide the advertised product or products along with the proof of purchase and description of the complaint in the manner specified below:
  - a. if the product was delivered via courier, the warranty claim (i.e. the advertised product, proof of purchase and description of the complaint) should be sent by courier to the shop's address.
14. If the complaint is examined in favor of the Customer - the Store will immediately replace the defective product with a product free from defects or remove the defect. If it is not possible to replace the product or remove the product defect, the Store will return the amount immediately, in accordance with applicable law.
15. In other respects, the shop's liability under the warranty for product defects in relation to customers is excluded. The Store's liability for damages caused to Customers is limited to the amount that the Customer has paid for the product.

## **§ 8**

### **Personal data and cookies**

1. Personal data provided by Customers in the online Shop, including in the process of registering a Customer account, using the shop, making purchases, are processed by FANMEDIA MUSIC LTD with its registered office at 71-75 Shelton Street, Covent

Garden, London WC2H 9JQ, United Kingdom (data controller).

2. Providing personal data by the Customer is voluntary, however, necessary for making purchases and using these services provided electronically by the Store, which require providing personal data. The Seller processes personal data in order to provide services electronically, conclude and perform contracts for the sale of products ordered by the Customer in the online Shop, and in the case of the Customer's consent referred to in § 9 of these Regulations, also to provide the newsletter service.
3. The customer has the right to access the content of his personal data and to correct and delete it. Personal data can be corrected or deleted after logging into the customer's account (MY ACCOUNT tab).
4. By providing data, the Customer declares that the personal data provided by him are his data and are true.
5. Detailed provisions regarding the protection of the Customer's personal data can be found on the Shop's website: <https://shop.fanmedia.eu/terms-and-conditions/>.

## **§ 9**

### **Newsletter**

1. The customer may agree to subscribe to the newsletter service. The newsletter service consists of periodically sending to the email address provided the newsletter and messages containing marketing content (commercial information) of the Seller and its business partners, including content regarding products and promotions. Newsletter subscription is made by voluntarily selecting the appropriate option in the registration form or in the MY ACCOUNT tab.
2. Newsletter subscription is voluntary and free. The newsletter service is provided for an indefinite period.
3. The Customer can unsubscribe from the newsletter at any time by unchecking the appropriate box in the MY ACCOUNT tab.

## **§ 10**

### **Out-of-court dispute resolution (ODR)**

1. The Seller agrees to submit any disputes arising in connection with the sale of goods through mediation. Details will be determined by the parties to the conflict.
2. The Customer has the option of using ODR consideration and redress methods. Among other things, the customer has the option of:

- a. apply to a permanent amicable Consumer court with a request to settle the dispute arising from the concluded sales contract,
  - b. request the voivodeship inspector of the Trade Inspection to initiate mediation proceedings regarding the amicable settlement of the dispute between the Customer and the Seller,
  - c. use the help of a powiat (municipal) Consumer ombudsman or social organization whose statutory tasks include consumer protection.
3. Detailed information on ODR complaint consideration and redress methods can be found by the Consumer on the website <http://uokik.gov.pl>.
  4. The Customer can also use the ODR platform, which is available at <http://ec.europa.eu/consumers/odr>. The platform is used to resolve disputes between consumers and entrepreneurs seeking out-of-court settlement of a dispute regarding contractual obligations arising from an online sales contract or service contract.

## **§ 11**

### **Final Provisions**

1. The Regulations enter into force on the day of publication on the Shop's website.
2. The Seller reserves the right to change the Regulations. For contracts concluded before the amendment to the Regulations, the version of the Regulations in force on the date of conclusion of the contract shall apply.
3. All disputes arising from the performance of the contract or in connection with it will be resolved by mediation. Each party may unilaterally stop mediation.
4. The Parties agree that the place of settlement of disputes arising from the implementation of this Agreement shall be a court of law.