

## ARTYSCI.SAWP.PL POLICY

### I. Definitions:

1. Internet Service – digital platform administered by SAWP, enabling Artists to enter and edit data pertaining to their artistic performances by electronic means.
2. Policy – set of general provisions gathered in this document, regulating rules of services provided by SAWP via Internet Service, issued on the basis of Article 384 of the Civil Code and Article 8 of the Act on services provided by electronic means, applied to digital services provided within the Internet Service.
3. SAWP – Stowarzyszenie Artystów Wykonawców SAWP with registered office in 02-647 Warsaw, Tagore 3, entered into entrepreneur register kept by the District Court for the city of Warsaw, XIII Division of the National Court Register under the number KRS 0000083928, NIP: 952-10-74-460, REGON:
4. Artist – rightholder, who entrusted his/her rights to artistic performances to SAWP's collective management.
5. Data – information about artistic performances of the Artist, entered into the Internet Service or edited there, including in particular Personal Data such as name and family name, information identifying performers taking part in entered or edited artistic performances.
6. Personal Data – any information regarding identified or possible to be identified natural person in the meaning of the Act of 29 August 1997 on personal data protection (unified text Law Journal of 2014, item. 1182 as amended) and the regulation of the European Parliament and the Council (UE) 2016/679 of 27 April 2016 on 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 further referred to as “GDPR”)
7. Login – individual user's name conferred on the Artist by SAWP.
8. Password – individual entrance code conferred on the Artist according to Policy, consisting of minimum 6 signs, including at least one digit, one special sign, one small letter and one capital letter.

### II. General Provisions

1. The Internet Service is available after choosing [artysci.sawp.pl](http://artysci.sawp.pl) webpage and login using Login and Password.
2. The Password shall be only known to the Artist. SAWP shall be not responsible for the results of making Password available by the Artist to any third party and/or improper securing of Password from access of any third party.
3. If during the login procedure an incorrect Password shall be entered for the fifth time, Password shall be blocked for security reasons. Access to Internet Service shall be granted after exercising the same activities as taken by losing Password.

4. Entering and editing Data shall be possible only from the e-mail address indicated to SAWP by the Artist as the address the use of Internet Service shall be exercised from.

5. While using Internet Service the Artist is obliged to enter only Data which are factually correct, in particular with regard to participation in artistic performance of other performers, roles of performers in the artistic performance and, in case of agreeing by all performers as to their percentage share in artistic performance, shares due to each performer.

6. SAWP shall not be responsible for any operations within Internet Service performed using Login and Password of the Artist by third parties.

### III. Login and access to Internet Service

1. For the purpose of accessing Internet Service, the Artist must complete registration process, in the result of which SAWP shall confer on the user Login enabling access to Internet Service.

2. After registration, the Artist shall be provided with welcome e-mail with the link to webpage, Internet Service is being located. Using the link the Artist is able to create own Password.

3. In case of loss of Password, the Artist shall choose „Forgotten Password?” on the login page. Restoration of Password shall occur after clicking „Forgotten Password?” button and entering into dialog window e-mail address registered in SAWP. After clicking link provided in the e-mail, the Artist shall be able to create new Password.

For security reasons, the Artist shall change Password not less often, than every 30 days.

4. SAWP shall be notified of any change of the e-mail address.

### IV. Personal Data Protection

1. The controller of personal data processed within the Internet Service shall be SAWP.

2. Personal data are being processed within the Internet Service due to the necessity to comply with SAWP’s obligation resulting from Article 6 sec. 4 and Article 6 sec. 4 in relation to Article 7 sec. 1 of the Directive 2014/26/EU of the European Parliament and of the Council of 26 February 2014 on collective management of copyright and related rights and multi-territorial licensing of rights in musical works for online use in the internal market („Directive”), obligating collective management organizations to provide the possibility to use electronic means of communication with themselves, in particular for the purpose of execution of rights granted to its members and according to Article 6 sec. 4 in relation to Article 7 sec. 1 of the Directive to all rightholders, with whom due to the law or entrusting of rights, the organization is in direct legal relationship. Personal Data collected from the Artist in course of the process of registration in the Internet Service, are being processed on the basis of Artist’s consent expressed in the form of declaration made by registration.

3. Providing SAWP, in course of process of accession to the Internet Service, with Personal Data is voluntary, however consenting to processing Personal Data by SAWP for the purpose of providing services available in the Internet Service, is necessary in order to register an account.

4. Personal Data shall be processed for the purpose of protection and management of rights provided by SAWP, in particular:

a) registration in the Internet Service (legal base: Article 6 sec. 1. a) of GDPR;

b) taking actions related to concluding agreements with users (legal base: Article 6 sec. 1. b) GDPR);

c) seeking redress related to infringements of rights to artistic performances by the users (legal base: Article 6 sec. 1. b) GDPR);

d) collection, division and distribution of levies due for copying for own private use and remuneration resulting from agreements concluded by SAWP with the users of performers rights (legal base: Article 6 sec. 1. b) GDPR),

e) complying with legal obligations which SAWP is subject to due to collective management it provides (legal base: Article 6 sec. 1. c) GDPR).

5. With regard to processing Personal Data for purposes referred to in sec. 4 above, the Personal Data may be made available to other users or categories of users. The following entities may be recipients of personal data:

a) collective management organizations, being parties of agreement on representation of rights entrusted to SAWP, within the territory of their activity;

b) national organizations for collective management of performers rights and other entities authorized to receive personal data on the basis of provisions of law;

c) entities processing personal data in the name of SAWP on the basis of an agreement concluded with SAWP.

6. Personal Data shall be stored for the period necessary to fulfill purposes referred to in sec. 4, that is for the period of artistic performance protection and after this period expires, additionally for the period during which SAWP is authorized to bring claims for protection of the right. Additionally after these terms expire, for the period necessary to fulfill tasks related to collective management provided by SAWP.

7. The Artist is authorized to access his/her Personal Data, correct, rectify, amend, erase them, restrict their processing, lodge a complaint with a supervisory authority, object to processing, has also the right to data portability, according to Article 13 sec. 2. b)-d) GDPR.

## V. Final Provisions

1. Using Internet Service is free of charge.

2. Once the declaration of accessing Internet Service has been signed, the Artists is obliged to comply with the Policy.

3. Using Internet Service contrary to its purpose is not allowed.

4. SAWP reserves the right to suspend access to Internet Service.

5. In case of questions or reservations pertaining to using Internet Service, The Artist may contact SAWP office at: [biuro@sawp.pl](mailto:biuro@sawp.pl) or by phone: +48 22 624-71-27. Once the complaint shall be received, SAWP shall immediately take actions aimed at clarifying the problem and shall provide the Artist with the answer to the e-mail address assigned to the Artist's account or – on Artist's request – in the written form, to the address indicated by the Artist.

6. SAWP reserves the right to introduce changes to Policy, in particular in case of changes of provisions regulating functioning of Internet Service or the right to introduce changes to the way Internet Service is being supplied.

7. Any change of Policy shall be communicated to the Artist not later than 14 days before the changes are to come into force. Any change shall come into force at the time indicated in the information introducing thereof.

8. Policy shall come into force from the day of its approval by Society's Board.