

## TERMS OF USE OF [www.displate.com](http://www.displate.com)

The Service Provider's statement: Displate is a community built upon respect for artists and their intellectual property rights as well as the intellectual property rights of third parties. Displate has a zero tolerance policy for intellectual property rights infringement. Therefore, we ask our Artists to keep it in mind each time they are uploading content to Displate. The Artists are required to upload works which do not infringe upon the copyrights, moral rights, publicity rights, privacy rights or any other rights of any person or third party, or violate any law or judicial or governmental order. In simple words, stealing other people's works and passing it as their own is against the law and against what Displate stands and will stand for.

### Terms used herein carry the following meanings:

1. **Artist** - a natural person engaged in business activity, an unincorporated organisational entity that has been endowed with legal capacity on the basis of separate provisions, or a legal person, all of whom have created and currently maintain an Account in order to provide access to Product Models which they have delivered. Artist is not a consumer within the meaning of the law.
2. **Voucher** – a multi-purpose voucher issued by the Service Provider to the Subscriber under the Subscription Agreement.
3. **Password** - a sequence of signs, including alphanumeric, necessary to perform an authentication process while accessing the Account, determined by the Artist/User/Influencer during the Registration process.
4. **Account** - ICT resources within the Website which the Artist/User/Influencer may access following one-time Registration, and upon providing, in each case, the Name and Password (logging in). The Artist uses the Account to publish and provide the Users with access to the Product Models.
5. **Share and Earn** – the functionality of the Website available under the Account's administration panel, which: (a) enables the Artist to provide a link to purchase a Product based on the Product Model published and made available on the Account by the given Artist, on his or her website, blog, account on Facebook, Instagram, Twitter, Pinterest, YouTube or on other websites and social media of the Artist and (b) enables the Influencer to provide a link to purchase any Product on his or her the website, blog, account on Facebook, Instagram, Twitter, Pinterest, YouTube or on other websites and social media of the Influencer.
6. **Name (login)** - a sequence of signs, including alphanumeric, necessary to perform an authentication process while accessing the Account, determined by the Artist/User/Influencer during the Registration process.
7. **Subscription Fee** – payment due to the Service Provider from the Subscriber for the provision of the Subscription Plan service.

8. **Subscription Plan (Displate Membership Club)** - a service provided by the Service Provider to the Subscriber, as part of which the Subscriber obtains an access to numerous benefits within the Website on terms described in the Terms of Use and agreed in the Subscription Agreement.
9. **Product** - a physical copy of a work or another product of human activity, including but not limited to graphics, posters, paintings, illustrations or photographs, provided to the User or persons who purchased the Product via the Partner by the Service Provider or assembly system.
10. **Registration** - a one-time action which consists in creating an Account by the Artist/User/Influencer with the use of an administration panel provided by the Service Provider on the Website. The Registration is completed upon the Artist/User/Influencer accepting a registration form available on one of the Website pages, filling in appropriate spaces of the form and clicking an appropriate button. The Registration is effective upon successful completion of a verification process by the Service Provider, which is followed by an e-mail with a confirmation of Registration sent to the Artist's/User's/Influencer's address.
11. **Terms of Use** - these Terms of Use.
12. **Website (www.displate.com, Displate)** - an Internet website which enables Artists to provide access to the Product Models.
13. **Force Majeure** - an exceptional external occurrence beyond the control of a given Party which was impossible to prevent despite exercising due diligence.
14. **Parties** - depending on an Agreement to which the Terms of Use refer: the Service Provider and the Artist or the Service Provider and the User.
15. **Subscriber** - a User who executed the Subscription Agreement with the Service Provider and subscribed to the Subscription Plan.
16. **Agreement** - an agreement for the provision of Services concluded by and between the Artist/User/Influencer and the Service Provider upon the Artist's/User's/Influencer's first access to the Account following successful Registration. The agreement is concluded for an indefinite period. In the case of Users not holding an Account, the agreement for the provision of Services is concluded each time upon entering the Website and terminated upon leaving the Website. Moreover, in the case of the agreement between the Artist and the Service Provider, the Agreement also covers the provision of services connected with the Artist delivering the Product Models to the Website on the terms and conditions provided for in these Terms of Use.
17. **Subscription Agreement** - an agreement concluded between the Service Provider and the Subscriber, based on which the Service Provider provides to the Subscriber the Subscription Plan service and allows the Subscriber to acquire the Voucher.
18. **Service** - a service provided by electronic means by the Service Provider under the Act on Providing Services by Electronic Means on terms and conditions provided for in the Terms of Use, which consist in: (a) providing the Artist/User/Influencer with an Account and other

functionalities of the Website, in particular the Subscription Plan, and (b) making it possible for the User to make an order for a Product.

19. **Service Provider** - GWD CONCEPT Sp. z o.o. with registered office in Warsaw at Al. Jerozolimskie 123 a, registered in the District Court in Warsaw, Commercial Division of the National Court Register under KRS No. 0000451277 and Tax Identification under No. PL9512364589. Moreover, the company is registered under BDO No. 000130019.
20. **Act on Copyrights and Related Rights** - Act on Copyrights and Related Rights of 4 February 1994 (Dz. U. [Journal of Laws] of 1994, No. 24, item 83, as amended).
21. **Act on Providing Services by Electronic Means** - Act on Providing Services by Electronic Means of 18 July 2002 (Dz. U. [Journal of Laws] of 2002, No. 144, item 1244, as amended).
22. **User** - (a) a natural person above 18 years of age (in the case of persons at the age of 13-17, every activity within the Website requires a confirmation of his or her legal guardian), (b) a natural person engaged in business activity, (c) an unincorporated organisational entity that has been endowed with legal capacity on the basis of separate provisions or (d) a legal person using the Website.
23. **Product Model** - a digital presentation of a Product in the form of data published and made available by the Artist on the Account.
24. **Initial Order** - an order for a Product or Products made within the Website during which a Subscription Agreement is concluded; within the Initial Order, the Subscriber may only order Products in size M, L or XL.
25. **Buy Your Own Artworks** – the functionality of the Website available under the Account's administration panel, which allows the Artist to purchase a Product based on the Product Model published and made available on the Account by the given Artist, except for the Limited Edition series Product.
26. **Limited Edition** – limited in quantity and/or time series of the Product, having modifications and printing refinements not available for standard orders, certificate of authenticity and manually marked by assigning an individual number together with information about the quantity of the Product available within a given series, which is available for purchase via the Website without the option of finishing and the borders of the ordered Product and in size M and at a price provided by the Service Provider on the Website.
27. **Influencer** – (a) a natural person above 18 years of age (in the case of persons at the age of 13-17, every activity within the Website requires a confirmation of his or her legal guardian), (b) a natural person engaged in business activity, (c) an unincorporated organisational entity that has been endowed with legal capacity on the basis of separate provisions or (d) a legal person using the Website, who has entered into a separate cooperation agreement with the Service Provider and has created and currently maintain an Account in order to use and derive profits from the usage of Share and Earn. Influencer is not a consumer within the meaning of the law.

28. **Partner** – website through which it is possible to purchase the Product by users of this website. Under no circumstances should the Partner be considered a subcontractor, agent or any entity acting on behalf of the Service Provider.

29. **Gift Card** - a tool (represented by a string of characters) that entitles the User to purchase a Product offered on the Website (including covering the shipping and handling costs), under the terms and conditions described in Chapter IX. Gift Cards (Displate Gift Cards).

### **I. General Provisions.**

1.1. These Terms of Use set forth: (a) the rules of using the Website by the Artists, Users and Influencers and the rules governing the provision of Services via the Website (b) the conditions for selling the Products and (c) the rules governing the provision of services by the Artists in connection with delivering Product Models to the Website.

### **II. Scope and Conditions for Using the Website.**

2.1. The Service Provider undertakes to provide the Service within the Website in the scope and on terms and conditions specified in these Terms of Use.

2.2. The Service may be used on condition that the ICT system used by the Artist or the User meets the following minimum technical requirements: (a) Internet Explorer version 9.0 or newer with enabled JavaScript and cookies or (b) Mozilla Firefox version 22.0 or newer with enabled JavaScript and cookies, Google Chrome version 30 or newer with enabled JavaScript and cookies, Safari 5 or newer with enabled JavaScript and cookies, Opera 20 or newer with enabled JavaScript and cookies, minimum display resolution 1200x800 pixels.

2.3. The Service Provider uses cookies solely for the purpose of collecting information connected with the use of the Website, including in particular in order to:

- a) maintain the User's/Artist's/Influencer's session;
- b) adapt the Website to the needs of the User/Artist/Influencer;
- c) create the statistics concerning the traffic on subpages of the Website, and
- d) use such information for marketing purposes of the Service Provider.

2.4. The Service Provider reserves the right to technically modify the manner in which the Service is provided in compliance with the scope and conditions resulting from the authorisations held by the Service Provider, and also in accordance with the technical capabilities of the Service Provider without compromising the quality and with no influence on the scope of rights and obligations of the Parties.

2.5. The Service Provider is entitled to periodically suspend the provision of Services on the Website in relation to all or some of the Accounts in connection with carrying out necessary maintenance. The maintenance will be carried out upon prior notification to the Artists/Users/Influencers (e.g. by way of sending an appropriate message to the Accounts and publishing an announcement on the Website) and for the shortest time possible.

2.6. In order to assure the safety of transferring messages connected with the Service provided, the Service Provider undertakes technical and organisational measures which are adequate for the level of risk to the safety of the Service.

### **III. Providing Access to Product Models and Selling Products.**

### **[Information for the Artist]**

- 3.1. The Artist keeps all rights to Product Models uploaded by the Artist to the Account, and may at any time delete any Product Model from the Account. All orders from Users for Products based on Product Models by a particular Artist that are placed before the deletion of the Product Model will be completed.
- 3.2. A Product Model will be displayed on an Account on condition that a file containing the Product Model or a photograph featuring the Product Model satisfies the following technical parameters:
  - a) The Artist is the owner of the Product Model;
  - b) JPG up to 30MB. Minimum 300 DPI in RGB mode;
  - c) The shortest side at least 2900px;
  - d) 1.4:1 ratio for best product fit (ex. 4060px x 2900px);
  - e) No logos. No watermarks. No borders;
  - f) Text/content shall be from the edge at least 200px for the file with min. size 4060px x 2900 px;
  - g) The whole content of the design is included in one uploaded file;
  - h) No multiple uploads of the same image with slightly changed color palette or tiny detail;
  - i) Tags need to correspond directly to the subject of the artwork.
- 3.3. Without prejudice to sec. 6.8. below and the right and obligations of the Parties, The Service Provider reserves the right to delete the Product Models, which are not in line with the profile of the Website or don't meet the requirements of sec. 3.2. above.
- 3.4. The Artist and the Influencer undertake to fulfil any and all tax obligations connected with the activities carried out by the Artist and the Influencer on the Website.
- 3.5. By uploading a Product Model to the Account, the Artist gives consent for the Service Provider and the Service Provider's subcontractors to undertake any activities with respect to the Product Model and its developments (in full or in part) that are necessary to create and market the Product. In addition, the Artist agrees to make the Product Model publicly available to the extent necessary to display the Product for sale through the Partner.
- 3.6. Furthermore, the Artist gives his or her consent to the following:
  - a) the Service Provider and entities cooperating with the Service Provider using the Product Model or its development (in full or in part) and photographs of the Product itself solely with a view to promoting the Website or the Artist (in the Internet, press and television, or during presentations or exhibitions);
  - b) using the Product Model or its development (in full or in part) and photographs of the Product itself within the Influencer's Account;
  - c) launching discounts by the Service Provider. As a result of launching discounts, the price of the Product and the fee paid to the Artist or the Influencer is proportionately decreased;
  - d) the Service Provider and entities cooperating with the Service Provider using the Product Model for the purposes of promoting the Website or the Artist, in particular for transferring the Product as samples to the customers free of charge, as well as using the Product for the purposes of conducting contests in which free copies of the Product are awarded.
- 3.7. Moreover, acceptance of Displate Terms of Use equals with the Artist's consent for selling the Product Models via the Website and the Partner as well as within the Subscription Plan. The consent can be terminated by termination of the Agreement and closing Account by the Artist.

### **[Artist's fee]**

- 3.8. For appropriate and verified by the Service Provider providing by the Artist of the services connected with the delivery of Product Models to the Service, the Service Provider undertakes to pay a fee to the Artist (at the request of the Artist expressed by clicking the request payment button) on the terms described in par. 3.10. below.
- 3.9. The fee will be published on the Artist's Account after the period of 24 (twenty four) hours of selling the Product and then will be available on the Artist's Account to request the payment after the period of 10 (ten) days of selling the Product.  
The settlement between the Artist and the Service Provider will be made only once a minimum of USD 50 (fifty) is accumulated on the Artist's account and within 45 (forty-five) days from the date of requesting it by the Artist. The request to pay a fee shall be submitted by the Artist within 3 (three) years of selling the Product. The settlement will not include a fee for the sale of Products which were returned by the User (on the basis of a complaint or withdrawal from the agreement) or for the sale of Products which has been cancelled.
- 3.10. The fee will be determined in accordance with the following rules, with the reservation that the fee is in no case charged to the Artist from the price of the Product purchased by the Artist using the Buy Your Own Artwork functionality. A basis for settlement is a net sale price of a Product in USD based on the Product Model provided by a given Artist. The amount of the fee due to the Artist in case of Product in size M is USD 4,00, in case of Product in size L is USD 8,00 and in case of Product in size XL is USD 13,00. In the case of Products from the Limited Edition series the amount of the fee due to the Artist is provided in the cooperation agreement concluded between the Service Provider and the Artist. The Artist will be notified of any changes to the fee in a manner described in par. 12.4 below, except for the fees due to the Artist in the case of the Limited Edition series Products.
- 3.11. The Service Provider reserves the right to deduct an advance payment towards taxes and other official and administrative fees (i.a. WHT, VAT) that Service Provider is obliged to pay in different countries around the world.
- 3.12. The Artist is solely responsible for the provided data (PayPal email address) during the payment process. The settlement will be lost in case of providing incorrect or invalid data. The Artist waives all and any claims against the Service Provider in this respect.  
At the time of pay-out, the Artist commits to provide basic and valid data (tax data) for identification purposes. The system will verify data within 72 hours. In case of lack or incorrect data provided, The Service Provider reserves the right to withhold payment until receipt of relevant data.
- 3.13. The Artist's fee regulated in par. 3.8. – 3.12. above will cover any and all claims that the Artist may have during/in connection with/as a result of the cooperation with the Service Provider in connection with the Website, in particular for giving a consent to the use of the Product Model and Product in the manner specified above.

### **[Fee for the sale of the Product made via a link provided using Share and Earn]**

- 3.14. The Service Provider undertakes to pay to the Artist a fee (at the request of the Artist expressed by clicking request payment button) for the purchase of a Product based on the Product Model made available by the given Artist on his or her the Account, made through the link shared by the

Artist using Share and Earn. A basis for settlement is a net sale price of a Product in USD. The amount of payment due to the Artist is 41% of the net sales price of the Product in USD, with the proviso that in the case of Products from the Limited Edition series, the amount of the fee due to the Artist is 10% of the net price in USD of the Limited Edition Product sold. The Artist will be notified of any changes to the fee in a manner described in par. 12.4 below, except for the fees due to the Artist in the case of the Limited Edition series Products.

- 3.15. The Service Provider undertakes to pay to the Influencer a fee (at the request of the Influencer expressed by clicking request payment button) for the purchase of a Product made through the link shared by the Influencer using Share and Earn. A basis for settlement is a net sale price of a Product in USD. The amount of payment due to the Influencer is up to 25% of the net sales price of the Product in USD. The Influencer will be notified of any changes to the fee in a manner described in par. 12.4 below. Par. 3.15. - 3.19. are applicable if the cooperation agreement concluded between the Service Provider and Influencer does not provide otherwise.
- 3.16. The fee will be published on the Artist's/Influencer's Account after the period of 24 (twenty four) hours of selling the Product and then will be available on the Artist's/Influencer's Account to request the payment after the period of 10 (ten) days of selling the Product.  
The settlement between the Artist's/Influencer's and the Service Provider will be made only once a minimum of USD 50 (fifty) is accumulated on the Artist's/Influencer's account and within 45 (forty-five) days from the date of requesting it by the Artist's/Influencer's. The request to pay a fee shall be submitted by the Artist's/Influencer's within 3 (three) years of selling the Product. The settlement will not include a fee for the sale of Products which were returned by a buyer (on the basis of a complaint or withdrawal from the agreement) or for the sale of Products which has been cancelled.
- 3.17. The Service Provider reserves the right to deduct an advance payment towards taxes and other official and administrative fees (i.a. WHT, VAT) that Service Provider is obliged to pay in different countries around the world.
- 3.18. The Artist/Influencer is solely responsible for the provided data (PayPal email address) during the payment process. The settlement will be lost in case of providing incorrect or invalid data. The Artist/Influencer waives all and any claims against the Service Provider in this respect.  
At the time of pay-out, The Artist/Influencer commits to provide basic and valid data (tax data) for identification purposes. The system will verify data within 72 hours. In case of lack or incorrect data provided, The Service Provider reserves the right to withhold payment until receipt of relevant data.
- 3.19. The Artist's fee regulated in par. 3.14. and 3.16 – 3.18. as well as Influencer's fee regulated in par. 3.15. – 3.18. above will cover any and all claims that the Artist/Influencer may have during/in connection with/as a result of the cooperation with the Service Provider in connection with the Website.

### **[Sale of Product]**

- 3.20. A Product sale agreement made through the Website is concluded upon the User clicking a functionality marked in the path to purchase as "CHECK OUT", and in the case of purchase through the PAYPAL system, upon clicking a functionality marked as "Pay now". The agreement does not apply in the case of failure to make the actual payment. The agreement may be concluded solely and exclusively via the Website, i.e. using Website functionalities. The subject matter of the agreement will be specified at the last stage of the path to purchase. The Service Provider is

obliged to deliver the Product without any defects. The Service Provider is liable for the conformity of the Product with the sale agreement. The guaranteed price of the Product is the price given in the cart. This means that the Service Provider guarantees that when the User adds a Product to a cart at a specified price in the purchase path, but the User does not purchase this Product during the same visit to the Website, the price of the added Product will remain the same as at the time of adding this Product to a cart, if the User purchases the Product which was previously added to a cart during the other visit to the Website, as long as the Product is still available for purchase.

- 3.21. The User may withdraw from the Product sale agreement concluded with the Service Provider via the Website without giving any reason by submitting an appropriate statement within 100 (one hundred) calendar days. This time-limit is calculated from the day the User took the possession of the Product. The User will not cover the costs of withdrawal from the Product sale agreement subject to the following sentence. In the case of withdrawal from the Product sale agreement, the User will cover the following costs: (a) the cost of returning the Product (return shipment); (b) if the User selects a manner of Product delivery other than the least expensive ordinary manner of delivery available on the Website, the Service Provider is not obliged to reimburse the User for any additional costs incurred by the User. Withdrawal is possible if the assembly system contained in the Product is still functioning. As for the purchased assembly system, withdrawal is possible only in case of returning the whole assembly kit and if it is still functioning. The User shall be liable for any diminution in the value of the returned Product resulting from use thereof in a manner other than necessary to establish the nature, features, and functioning of the Product. The right to withdraw from the sale agreement in accordance with this section does not apply to the custom made Products, therefore such Products are not eligible for return.
- 3.22. The User shall return the Product to the Service Provider immediately, but no later than within 14 (fourteen) days from the date of withdrawal from the Product sale agreement. In order to meet the deadline it is sufficient to dispatch the Product before its expiry. The Service Provider undertakes to immediately, not later than within 14 (fourteen) days from the day of receiving the User's statement of withdrawal from the Product sale agreement, reimburse the User for any and all payments made by the User with the use of the same method of payment as applied by the User, with a proviso that the Service Provider is entitled to suspend reimbursement of payments obtained from the User until the Service Provider receives the Product back or the User submits a confirmation of shipping the Product, depending on which of the events occurs earlier. Moreover, the Service Provider reserves that upon the lapse of 60 (sixty) days following the payment made by the User, independent payment operators may, under their rules and regulations, retain a certain part of the amount paid.
- 3.23. A form of the statement of withdrawal from the Product sale agreement is available on the Website ([click here](#) to download the document).
- 3.24. The Product will be delivered not later than 30 (thirty) business days following the day on which the payment for the Product was obtained. The User undertakes to immediately notify the Service Provider of the failure to deliver the Product within the above-mentioned period.
- 3.25. The Products are delivered by courier or to a package machine or a service point indicated by the User. The Products ordered may be delivered by the Service Provider in the following countries: Australia, Austria, Belgium, Canada, Chile, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Greece, Greenland, Guernsey, Hong Kong, Iceland, Ireland, Israel, Italy, Japan, Jersey, Lithuania, Luxembourg, Malaysia, Monaco, Netherlands, New Zealand, Norway,



- Philippines, Poland, Portugal, Reunion, Saint Barthelemy, Saint Martin (French part), Saint Pierre and Miquelon, Saudi Arabia, Singapore, Sint Maarten (Dutch part), Slovakia, Slovenia, South Africa, South Korea, Spain, Sweden, Switzerland, Taiwan, Thailand, United Arab Emirates, United Kingdom, United States, Venezuela. Depending on the destination, there is a possibility of an additional duty fee and/or taxes. Their amounts depend on a specific countries' regulations. Any costs related to customs duties and/or taxes shall be borne by the User, unless such costs are explicitly included in the purchase price of the Product.
- 3.26. Payment for the Products may be made using the methods indicated at the beginning of the order making process. The User should pay the Product price immediately upon making an order for a given Product. Payments are made in USD, EUR, GBP, DKK, SEK, CHF, NOK, SGD. The User's bank may convert the final amount to the local currency at its rate of exchange.
- 3.27. The Service Provider shall be liable towards the User for the non-conformity of the Product with the sale agreement (statutory warranty) in accordance with the rules set out in the Act on Consumer Rights and in the Polish Civil Code. Any complaints under the statutory warranty for Products' defects or non-conformity may be submitted by the User in writing or electronically to the following address: [support@displate.com](mailto:support@displate.com). In the complaint the User shall describe in details the defect or the non-conformity of the Product and present his demand. The complaint shall be examined by the Service Provider within 14 (fourteen) days from the delivery of it to the Service Provider. The User will be promptly informed of the results of this procedure. Save as otherwise provided in the Act on Consumer Rights or in the Polish Civil Code, the Service Provider is liable under the statutory warranty for the Products' defects or non-conformity, provided that: (i) the User discovers the Product's defect or non-conformity within 2 (two) years from the date of delivery of the Product to the User, and (ii) submits a complaint to the Service Provider within 1 (one) year from the date of discovery of this defect or this non-conformity. The ineffective elapse of the deadlines referred to in the preceding sentence relieves the Service Provider from the liability under the statutory warranty for the Products' defects or non-conformity. Claims under the statutory warranty for the Products' defects or non-conformity shall be vested exclusively in the User who purchased the Product through the Website and do not pass to a subsequent purchaser of the Product.
- 3.28. According to the EU Resolution No. 524/2013 on online dispute resolution for consumer disputes, Users shall have the possibility to resolve disputes with traders regarding online sales or service contracts, out-of-court via an online platform. Complaint can be submitted in the electronic form available under the following link: <http://ec.europa.eu/consumers/odr/>. Our e-mail address for this procedure is: [support@displate.com](mailto:support@displate.com).
- 3.29. The User being a Polish consumer has the right to have his complaints examined and assert his claims: (a) by mediation through provincial inspectors of the trade inspection authority; (b) before permanent consumer arbitration courts at provincial inspectors of the trade inspection authority.
- 3.30. The mediation referred to in par. 3.29. a) above may be availed of after the consumer has applied to the competent provincial inspector of the trade inspection authority.
- 3.31. The permanent consumer arbitration courts referred to in par. 3.29. b) above may be availed of upon submission by the consumer of a request for examining a dispute by the competent permanent consumer arbitration court.
- 3.32. The Polish consumer has also the right to make a request with the district or city consumer ombudsman to approach an economic operator regarding protection of the rights and interests of consumers.

- 3.33. Product assembly manual may be downloaded here: [Safe Wall Magnet Mounting System](#) and [3D Magnet](#). Guidelines for assembling the Product can be found here: <https://displate.com/about-faq> in the “Safe Wall Magnet Mounting System”. The User undertakes to follow the instructions and guidelines for assembling the Products and shall always take caution in choosing the location for the Products. The User acknowledges and accepts that certain external factors (such as vibrations or high humidity levels) may detriment the magnet mounting used in the Products and, as a consequence, shorten their end use date and cause the Products to fall.
- 3.34. Sale of the Products via the Partner is conducted on the terms set out in the relevant regulations available on the Partner's website.
- 3.35. The User can express an opinion and review the Product. The Service Provider may cooperate with external companies to enable reviewing the Product by the User. The Service Provider may decide to publish positive reviews only or to show positive reviews first. Reviews rated for 4 or 5 stars (out of 5 possible) are considered as positive reviews.

#### **IV. Account Registration.**

- 4.1. During the Registration, the Artist/User/Influencer performs activities which include the following:
- a) confirming that the Artist/User/Influencer has read these Terms of Use and accepts the provisions hereof;
  - b) completing a form available on the Website;
  - c) giving a Name (login), Password and e-mail address;
  - d) logging in to the Account with the Name (login) and Password.
- 4.2. The Service Provider reserves the right to incidentally verify the Registration and the Artist.
- 4.3. Following successful registration, the Artist/User/Influencer gains access to the Account, which is in each case provided by the Service Provider upon entering the Password and the Name (login).
- 4.4. During the Registration and while using the Service, the Artist/User/Influencer is obliged to:
- a) provide true, accurate and current data that is not misleading and does not infringe the rights of third parties;
  - b) update the data provided in the registration form immediately after any changes to that data. Data updates are made via the Account;
  - c) keep the Password confidential and not to disclose it to others.
- 4.5. The Artist/User/Influencer has exclusive liability for the contents of the data provided by the Artist/User/Influencer, as well as for the choice of the Name and Password, including liability for any possible infringement of third party rights in connection with the selection of the Name and Password. The Artist/User/Influencer also takes exclusive liability for the disclosure of the Password to third parties.
- 4.6. Every person who completes the Registration on behalf of an organisational entity with legal capacity (e.g. registered partnership, limited partnership) or a legal person (e.g. limited liability company, joint-stock company), as well as on behalf of a civil law partnership, states and declares that he or she is fully authorised to conclude the Agreement on behalf and in the name of this organisational entity, legal person or civil law partnership.
- 4.7. Moreover, it is forbidden to The Artist/User/Influencer to create multiple accounts.

#### **V. Termination of the Services Agreement.**

- 5.1. Each Party shall be entitled to terminate the Agreement with immediate effect without giving the reasons, without prejudice to the rights acquired by the other Party prior to the termination of the Agreement. There is no minimum period during which the Agreement may not be terminated. All orders from Users for Products based on Product Models by a particular Artist that are placed before termination will be completed.
- 5.2. If the Service Provider wishes to terminate the Agreement, the Artist/User/Influencer shall be notified at the e-mail address given by them during Registration. The termination of the Agreement by the Service Provider is irreversible.
- 5.3. Termination of the Agreement by the Artist/User/Influencer is effected by them by deletion of the relevant Account, which involves making a request for its deletion in the Account's administration panel. All data and the Product Models will be irreversibly and immediately deleted at the time of account removal subject to certain data which the Service Provider may use also thereafter in order to comply with its legal obligations (please refer to our [Privacy Policy](#) for details). Moreover, the Artist/User/Influencer waives all and any claims against the Service Provider in this respect.
- 5.4. The Service Provider shall be also entitled to terminate the Agreement with the Artist/User/Influencer with immediate effect if the Artist/User/Influencer, respectively, breaches at least one of the following paragraphs of the Terms of Use: 4.6., 4.7., 6.1., 6.2., 6.3., 7.1., as well as if at least one of the circumstances referred to in paragraphs 7.5. a) to 7.5. b) of the Terms of Use occurs. In this case, the Account will be deleted immediately after sending the termination notice to the Artist/User/Influencer, without prejudice to the rights acquired by the Parties. However, in the event the Service Provider terminates an Agreement with an Artist, the Service Provider reserves the right to suspend the performance of those Users' orders for Products that are based on such Artist's Product Models and were submitted before the date of termination. The Artist waives all and any claims against the Service Provider in this respect.
- 5.5. The Service Provider is entitled to cancel fees described in sec. 3.8. – 3.19. above, with respect to the Artist/User/Influencer who has breached para. 7.1.e) below. The Artist/User/Influencer waives all and any claims against the Service Provider in this respect.
- 5.6. The Service Provider is entitled to cancel an order and/or refuse to execute an order for custom made Products if, in the Service Provider's reasonable opinion, such order violates sec. 6.2 of the Terms of Use.

## **VI. Compliance of Product Models with law and reporting of potential violations.**

- 6.1. The Artist represents and warrants that:
  - a) it holds (e.g. is the owner, licensee or lessee of) the copyrights, related rights, right of publicity, and industrial property rights (e.g. trademark rights) or other necessary rights to Product Models to the extent required to perform the Agreement and to modify, develop and enhance the Products on the Website, as well as to use them by the Users in a manner consistent with applicable law and without violation of the rights of third parties;
  - b) it has the full power to enter into this Agreement and it does not require the approval or acceptance of any third party (and if required, it has been granted);
  - c) the Product Models do not violate applicable law or the rights of third parties; and
  - d) the Product Models made available do not contain any defects, non-conformity, errors or failures. Otherwise, the Artist will promptly take every action permitted by law in order to

remedy this state of affairs, and in the absence of a reasonable possibility thereof, the Artist will cover the associated damage suffered by the Service Provider.

6.2. In particular, it is forbidden to place on the Website any Product Models, comments, descriptions, content, and Accounts that:

- a) violate the rights of third parties, including the rights of the Service Provider, Artists or Users (e.g. are offensive or are a threat directed at other people or could be considered as such);
- b) violate applicable law;
- c) contain any indecent content (e.g. profanities, obscene images, or words which are generally considered offensive);
- d) serve to promote the goods or services of the Service Provider's competitors;
- e) violate trade secret or the Personal Data Protection Act;
- f) violate provisions of applicable law other than those listed above;
- g) otherwise violate the provisions of the Terms of Use, social or moral standards (e.g. contain content promoting violence, pornographic content, hateful racial, religious or ethnic slur, or content offensive to religious feelings);
- h) contain external links.

6.3 Moreover, it is forbidden to the Artist/User/Influencer/ to:

- a) make direct references from Google Ads to displate.com domain;
- b) make direct references from other sources of advertisement (Facebook advertisements, Text ads) to displate.com domain, except for the sources belonging to the Artist/User/Influencer;
- c) use the word Displate or another similar sounding word (e.g. with typing errors, additional ending, etc.) in domains and social media account names, as a keyword in Google Ads and similar advertising systems;
- d) use the domain name Displate\* as a keyword;
- e) use Displate name and logotype in the advertising materials (banners, videos, etc.) except of these provided by Displate;
- f) use links related to Share and Earn on coupons/cashback sites.

6.4 The violation report related to the points 6.2 and 6.3 should be sent at [support@displate.com](mailto:support@displate.com) and contain at least the details of the reporting entity (i.e. full name, email address, address), specify the nature of the violation (i.e. information on alleged infringement) and indicate the Product Model(s), comments, descriptions or other content which the report concerns so that they can be identified on the Website (i.e. provide specific Internet links). Moreover, the Service Provider reserves the right to request from the Artist/User/Influencer a proof of all activities related to the source of traffic.

#### **[Protection of intellectual property rights or other rights of third parties]**

6.5. The Service Provider's statement: Displate is a community built upon respect for artists and their intellectual property rights as well as the intellectual property rights of third parties. Displate has a zero tolerance policy for intellectual property rights infringement. Therefore, we ask our Artists to keep it in mind each time they are uploading content to Displate. The Artists are required to upload works which do not infringe upon the copyrights, moral rights, publicity rights, privacy rights or any other rights of any person or third party, or violate any law or judicial or governmental

order. In simple words, stealing other people's works and passing it as their own is against the law and against what Displate stands and will stand for.

- 6.6. Should the Artist, the User or any third party become aware of any Product Models, comments, descriptions or other content posted on the Website that violate the provisions of the Terms of Use, the rights of third parties (including intellectual property rights) or applicable law, such Artist, User or third party must immediately report that fact by contacting the Website and filling the form provided here.
- 6.7. The violation report referred to above should contain at least the details of the reporting entity (i.e. full name, email address, address), specify the nature of the violation (i.e. information on alleged infringement) and indicate the Product Model(s), comments, descriptions or other content which the report concerns so that they can be identified on the Website (i.e. provide specific Internet links) and the proof of copyrights. The above report should also confirm that the usage of the Product Model(s) on the Website is not authorized and the violation report is accurate and provided by the authorized person. The above report should contain a handwritten or electronic signature of the reporting entity or its representative (in which case the power of attorney should be attached).
- 6.8. The User is to no extent entitled to reproduce, record, publicly display or otherwise use the Product Models. The above does not apply to cases expressly indicated in the Terms of Use, e.g. sharing link within Share and Earn.
- 6.9. The Service Provider stipulates that it does not in any way review, monitor or verify the Product Models (before, during or after posting thereof) for compliance with law and the Terms of Use nor for the possibility of violating the rights of third parties by their content. However, in case of receipt of an official notification or gaining credible of the illegal nature of any Product Models or any activities associated therewith information (par.6.5. and 6.6. above), the Service Provider will immediately prevent access to such Product Models.
- 6.10. Moreover, the Service Provider has registered a designated agent, Łukasz Konofalski, responsible for receiving notifications of claimed copyright infringement. Mr. Konofalski can be reached by email at [abuse@displate.com](mailto:abuse@displate.com). Moreover, if you believe an Artist is infringing the copyright rights of you or someone you represent, please complete the takedown request available at <https://displate.com/takedown-request>.
- 6.11. In accordance with Displate's zero tolerance policy for intellectual property infringement, if Service Provider is made aware that an Artist has infringed the copyright or other intellectual property rights of a third party, it is Service Provider's policy to promptly take the necessary steps to terminate the Artist's account and remove all of the Artist's content from Displate's Website.

## **VII. Use of the Website.**

- 7.1. The Artist/User/Influencer is obliged, in particular, to:
  - a) use the Website in a way that does not distort its functioning, in particular through the use of certain software or devices;
  - b) refrain from actions such as: sending and/or posting any unsolicited commercial communication on the Website; multiple Registration of the Artist/User/Influencer on the Website; using the Accounts of other Artists/Users/Influencers or sharing their Account

- with other Artists/Users/Influencers; taking any information technology actions or any other actions to acquire possession of the Passwords of other Artists/Users/Influencers;
  - c) use the Website without causing inconvenience to other Artists/Users and the Service Providers and with respect for their rights
  - d) keep the Password secret and make every effort to prevent third parties from gaining possession of the Password;
  - e) not using the Service for the purpose of any illegal activity.
- 7.2. Any Accounts not used for a period of more than three (3) months from last login may be removed without notice. Chapter V above applies accordingly.
- 7.3. The Artist/User/Influencer is solely responsible for the acts performed on the Website using a valid Name and Password.
- 7.4. The Artist/User/Influencer is obliged to immediately notify the Service Provider of any violation of her/his rights to the Name and/or Password, as well as of any case of violation of the principles set out in these Terms of Use, in particular of any violations of the rules relating to the posting of Product Model on the Website.
- 7.5. Notwithstanding any other rights described in the Terms of Use, the Service Provider may deprive the Artist/User/Influencer of her/his right to use of the Website (by blocking or deleting her/his Account), and may limit her/his access to part or all of the resources of the Website or the Services offered through the Website with immediate effect if the Artist/User/Influencer violates these Terms of Use, and in particular if the Artist/User/Influencer:
- a) provided details during Registration on the Website which are untrue, inaccurate or outdated, misleading or violate the rights of third parties;
  - b) otherwise behaves contrary to the general principles of using the Internet, in conflict with the objectives of the Website or in a manner detrimental to the good name of the Service Provider.

## **VIII. Subscription Plan (Displate Membership Club).**

### **[General provisions]**

- 8.1. The Service Provider offers to selected Users conclusion of the Subscription Agreement and provision of the Subscription Plan service on the terms described in the Terms of Use and agreed in the Subscription Agreement.
- 8.2. The offer to conclude the Subscription Agreement is addressed to Users who are natural persons not conducting business activity and are residents in one of the selected countries.
- 8.3. Conclusion of the Subscription Agreement allows the Subscriber to enjoy the following benefits under the Subscription Plan:
- a) free shipping of Products irrespective of the value of the order (for the avoidance of doubt, free shipping of Products does not include costs related to customs duties and/or taxes referred to in sec. 3.25 above);
  - b) discounts on Products, with the exception of Products from the Limited Edition series;
  - c) the possibility of purchasing custom made Products available only to the Subscribers;
  - d) special packaging of Products ("*Storage sleeve*");
- 8.4. With respect to the custom made Products described in sec. 8.3 letter c) above, the right to withdraw from the sale agreement under sec. 3.21 above does not apply, therefore such Products are not eligible for return.

### **[Conclusion of the Subscription Agreement]**

- 8.5. The Subscription Agreement is concluded upon submitting the Initial Order, selecting the Subscription Plan and making payments for the Product or Products ordered in the Initial Order and for the Subscription Fee for the first settlement period in the manner specified in sec. 8.20 below.
- 8.6. Each Subscription Agreement, upon its conclusion, receives a subscription order number, which is replaced by a new one every 12 (twelve) months of its duration.
- 8.7. Upon conclusion of the Subscription Agreement, the Subscriber who concluded such an agreement, is covered by the Subscription Plan on terms described in the Terms of Use and agreed in the concluded Subscription Agreement.
- 8.8. The User may conclude only 1 (one) Subscription Agreement and may subscribe to only 1 (one) Subscription Plan.

### **[Term of the Subscription Agreement]**

- 8.9. The Subscription Agreement enters into force on the day of its conclusion and is valid for an indefinite period.
- 8.10. The Subscriber may terminate the Subscription Agreement and thereby terminate his participation in the Subscription Plan any time by submitting an appropriate instruction within the Account's administration panel.
- 8.11. The Subscription Agreement is automatically terminated due to termination of the Agreement pursuant to Chapter V of the Terms of Use.
- 8.12. Termination of the Subscription Agreement as described in sec. 8.10. and 8.11. above is effective at the end of the settlement period in which the Subscription Agreement is terminated.
- 8.13. The Subscriber is not entitled to refund of the Subscription Fees paid for settlement periods completed during the term of the Subscription Agreement.
- 8.14. The Subscriber may withdraw from the Subscription Agreement via the Website, without giving any reason by submitting an appropriate statement within 14 (fourteen) days from its conclusion. In case of withdrawal from the Subscription Agreement by the Subscriber, the Subscription Agreement is deemed to be not concluded. The Service Provider undertakes to immediately, however not later than within 14 (fourteen) days from the date of receipt of the Subscriber's statement of withdrawal from the Subscription Agreement, return to the Subscriber the Subscription Fee. A form of the statement of withdrawal from the Subscription Agreement is available on the Website ([click here](#) to download the document).

### **[Subscription Fee]**

- 8.15. The terms and conditions of the Subscription Plan to which the Subscriber subscribed, including in particular the amount of the Subscription Fees, depend on the configuration of the Initial Order (i.e. quantity, size, type of finish and framing of the ordered Products) during which given Subscription Agreement was concluded.
- 8.16. If case of ordering two or more Products in the Initial Order, the Subscription Fee will be calculated as the sum of the Subscription Fee for each Product.
- 8.17. The User will be informed about the amount and the method of calculation of the Subscription Fee during the conclusion of the Subscription Agreement.

### **[Settlement periods]**

- 8.18. Subscription Fees are settled on a monthly basis, with the exception of each 11th (eleventh) settlement period which is 2 (two) months.
- 8.19. First settlement period begins on the day of conclusion of the Subscription Agreement and ends within the end of the same day in the next calendar month. Each subsequent settlement period begins on the day following the day on which the previous accounting period ended.
- 8.20. Subscription Fee for a given settlement period is paid by the Service Provider in advance after beginning of a given settlement period by charging the credit card or PayPal account of the Subscriber, depending on the payment method chosen by the Subscriber. The Subscriber may change the method of payment for Subscription Fees on his Account during the term of the Subscription Agreement. If the Subscription Fee is not collected within 30 (thirty) days from the beginning of a given settlement period due to reasons attributable to the Subscriber, the Subscription Agreement will be automatically terminated, of which the Subscriber will be immediately informed.
- 8.21. Immediately after collecting the Subscription Fee for a given settlement period, the Service Provider will issue to the Subscriber a VAT invoice in electronic form. The Subscription Fee is the gross amount including VAT at the appropriate rate in accordance with applicable law.

#### **[Voucher]**

- 8.22. On the basis of the Subscription Agreement, after making Subscription Payments for 11 (eleven) consecutive settlement periods, in each 12th (twelfth) month of the Subscription Agreement, the Subscriber acquires the Voucher for a price equal to the amount of the Subscription Fee. The price for the Voucher will be paid in accordance with sec. 8.20 above.
- 8.23. The Voucher has electronic form and is marked with a special code. The Voucher will be delivered to the Subscriber within his Account / to the e-mail address provided during the Registration.
- 8.24. The Voucher entitles the Subscriber, during period of its validity, to a non-cash acquisition of the Products in the same configuration (in terms of quantity, size, type of finish and framing of Products), as the configuration of the Initial Order or in other selected configuration provided that the value of Products in a given configuration does not exceed the value of the Voucher.
- 8.25. The use of the Voucher requires the Subscriber to select the Products in a manner described in sec. 8.24 above and to provide the code of the Voucher in a dedicated process within the Account.
- 8.26. The subscriber is obliged to provide billing information (for the purpose of issuing VAT invoice) and shipping information (for the purpose of delivery of the Products), if such differs from the billing information. The country indicated in the billing information and the country indicated in the shipping information must be the same. The billing information and shipping information for the purpose of using the Voucher may differ from the billing information and shipping information for the purposes of the Initial Order.
- 8.27. After using the Voucher, the Subscriber will receive a VAT invoice in electronic form which will cover the use of the Voucher. The price for acquisition of the Voucher will include VAT at the appropriate rate in accordance with applicable law.
- 8.28. The Voucher is valid and can be used within 90 (ninety) days from the date of its issue. The unused Voucher will expire and will not be refunded or exchanged for a new Voucher. The Subscriber is not entitled to a refund of the value of the Voucher which was not used during its validity period or to a refund of the Subscription Fee.



- 8.29. After elapse of the validity period of the Voucher, the Service Provider may issue to the Subscriber a VAT invoice in accordance with applicable law.
- 8.30. The Voucher cannot be exchanged for cash in whole or in part and the Subscriber is not entitled to a refund of the value of the Voucher or of particular Products acquired as a result of using the Voucher or of the Subscription Fee.
- 8.31. The Service Provider shall bear not liability for Vouchers and Vouchers' codes that have been lost or not used by the Subscribers.
- 8.32. The Voucher may be used only by the Subscriber to whom it was granted. The Voucher may be used only once, therefore, the difference between the value of a given Voucher and the value of Products acquired for such Voucher cannot be used after using the Voucher, and the Subscriber has no claims to such difference (in particular for the return of its equivalent or allocation thereof to the future Vouchers).
- 8.33. The Subscriber is not entitled to return the Products acquired as a result of using the Voucher. In case the Products acquired as a result of using the Voucher are defective, the Service Provider will immediately exchange the defective Products for Products free of defects or remove the defects.

## **IX. Gift Cards (Displate Gift Cards).**

### **[General provisions]**

- 9.1. The Service Provider allows the Users to purchase Gift Cards under the conditions described in these Terms of Use.
- 9.2. The purchase of a Gift Card requires submission of an appropriate instruction on the Website and payment of the nominal value of the Gift Card. Immediately after making the payment for the Gift Card, the User will receive the Gift Card in the form of an e-mail containing a string of characters, to the e-mail address provided when placing the order to purchase a Gift Card.
- 9.3. Payment for a Gift Card can only be made using the payment services of PAYPAL system and a credit card. The payment for the Gift Card cannot be made using another Gift Card or a discount code.
- 9.4. The Gift Card can only be purchased in EUR and USD.
- 9.5. The Gift Card is valid and active for a period of 1 (one) year from the date of its purchase. After expiry of the Gift Card, no transaction may be processed using such Gift Card.
- 9.6. The Gift Card cannot be exchanged for cash in whole or in part, also in case the Gift Card was not used within its validity period.
- 9.7. One Gift Card can only be used to purchase one Product in size M, in matte finish and without frame and to pay for its delivery and handling costs. The Gift Card does not cover custom duties (if any) which shall be borne by the User.
- 9.8. The Service Provider reserves the right to suspend or terminate the Gift Card program at any time. The Gift Card Users will be informed about the suspension or termination of the program in advance, in the manner specified in section 12.4 below.

### **[Terms of use]**

- 9.9. The Gift Card may be redeemed by the User by purchasing the Product and covering its shipping and handling costs, in accordance with section 9.7 above, in exchange for the payment made using the Gift Card.
- 9.10. The Gift Card can be redeemed on the Website on a dedicated page. The User is not required to have an Account in order to redeem the Gift Card.
- 9.11. Within one Gift Card transaction, the User may purchase only one Product and cover its shipping and handling costs in accordance with section 9.7 above. The User cannot within one transaction purchase several Products using several Gift Cards or using the Gift Card and another payment method.
- 9.12. The Gift Card can only be redeemed once.
- 9.13. The Gift Card may only be used to make payment in the currency in which it was paid for.
- 9.14. To the fullest extent permitted by law, the Service Provider shall not be liable for the use of the Gift Card by a third party, as well as for the loss or damage of the Gift Card due to a cause beyond the Service Provider's control, after it has been provided to the User.

#### **[Returns and complaints]**

- 9.15. The User may return the Gift Card (i.e. withdraw from the Gift Card purchase agreement) within 100 (one hundred) days from the date of purchase, provided that the Gift Card has not been redeemed.
- 9.16. The User may return the Gift Card by submitting a relevant declaration to the e-mail address: [support@displate.com](mailto:support@displate.com). A form of the statement of withdrawal from the Gift Card purchase agreement is available on the Website ([click here](#) to download the document). The Service Provider verifies whether the Gift Card that the User wishes to return is active, i.e. not previously redeemed. After a positive verification, Service Provider shall immediately, however, no later than within 14 (fourteen) days from receiving the User's declaration on returning the Gift Card, refund the amount equivalent to the nominal value of the Gift Card using the same method of payment that the User used to pay for the Gift Card. The returned Gift Card is deactivated and cannot be used.
- 9.17. Any complaints related to the purchase and use of the Gift Cards shall be dealt with by the Service Provider in accordance with the general rules set forth in these Terms of Use.
- 9.18. The User who purchased the Product using the Gift Card may return or make a complaint about that Product on the general terms and conditions described in these Terms of Use. In the event of a return of a Product purchased by a Gift Card (based on a complaint or withdrawal from the Product purchase agreement), the nominal value of such Gift Card in a currency in which it was purchased (corresponding to the value of the returned Product and its shipping and handling cost), will be refunded to the User who purchased the relevant Gift Card using the payment method used to purchase that Gift Card.

#### **X. Complaints.**

- 10.1. In the course of using the Service, the Artist/User/Influencer is obliged to immediately notify the Service Provider of any irregularities, faults or interruptions in the functioning of the Website and poor quality of the Service.

- 10.2. Any irregularities, faults or interruptions in the functioning of the Service or its poor quality may be reported by the Artist/User/Influencer at the following address: [support@displate.com](mailto:support@displate.com) or by phone on the following phone number 0044 2037736635.
- 10.3. Through the Website, the Service Provider enables the following:
  - a) obtaining of information about the Website;
  - b) receipt of the reports referred to in par. 10.2. above;
  - c) help with Registration by the Artist/User/Influencer;
  - d) lodging of a complaint.
- 10.4. In the case of any possible non-compliance of the Service with these Terms, the User may submit a complaint to the address: [support@displate.com](mailto:support@displate.com) or by phone on the following phone number 0044 2037736635. The complaint shall be examined by the Service Provider within 14 (fourteen) days from the delivery of it to the Service Provider. The User will be promptly informed of the results of this procedure.
- 10.5. A complaint may be submitted in writing or by other means of remote communication, including by e-mail, unless prevented by technical capabilities. The Service Provider reserves the right to interfere with the Account of the Artist/User/Influencer to the extent necessary to correct the disruption or problem in the functioning of the Account or the Website. The date of submission of a complaint is the date of its receipt by the Service Provider.
- 10.6. Users shall have the possibility to resolve disputes in out-of-court procedure via an EU online platform. Complaint can be submitted in the electronic form available under the following link: <http://ec.europa.eu/consumers/odr/>.
- 10.7. Par. 3.31-3.34 above apply accordingly.

## **XI. Liability.**

- 11.1. The Artist agrees to be solely liable for Product Models. The Artist also agrees to satisfy all claims regarding infringement of the rights or personal rights of third parties associated with making the Product Models available.
- 11.2. The Service Provider shall not be liable for: (a) compliance of Product Models with applicable law; (b) any defects or non-conformity of Product Models and errors or flaws contained therein; and (c) any violation of these Terms of Use by Product Models.
- 11.3. The liability of the Service Provider to the Artist is limited to the value of the fee received by the Artist in respect of performance under the Agreement (until the event giving rise to the Artist's claim against the Service Provider).
- 11.4. The Service Provider does not secure or guarantee any amount of fee to the Artist nor that some other Artist makes a competitive Product available to the Users.
- 11.5. The Service Provider shall not be liable for:
  - a) any technical problems or limitations occurring in the computer hardware, IT system and telecommunications infrastructure used by the Artist/User/Influencer which prevent the Artist/User/Influencer from using the Website and the Service offered via the Website;
  - b) loss of any Product Models from the Account due to hardware or system failure or other circumstances for reasons not attributable to the Service Provider;
  - c) unavailability of the Website due to force majeure;
  - d) the content of advertisements posted on the Website by third parties;

- e) the use of Product Models or Products by Artists/Users/Influencers (e.g. violation of the Artist's or third party's copyrights by Artists/Users/Influencers), including the associated potential damage to the Artists, the User, the Influencer or third party;
  - f) the effects of incorrect assembly/use of the Products by the User or third party, including, in particular, in contravention of paragraph 3.33, and the related potential damage.
- 11.6. The Artist/User/Influencer, is solely responsible for ensuring technical compatibility between the hardware and IT system used by them in order to use the Service and the Website.
- 11.7. If the posting of a Product Model by the Artist on the Website results in a violation of any law or the rights of third parties, including parties benefiting from the copyrights or related rights or industrial property rights under an authorisation from the Artist or the Service Provider acting in reliance on the statements made by the Artist by accepting these Terms of Use, the Artist shall be required to fully cover the damage suffered by the Service Provider in connection with such a violation.

## **XII. Final provisions.**

- 12.1. Any disputes between the Service Provider and the Artist/User/Influencer shall be settled by courts having jurisdiction over the registered office of the Service Provider.
- 12.2. Deeming any of the provisions of these Terms of Use invalid or unenforceable in accordance with the law shall not affect the validity or enforceability of the remaining provisions hereof. The invalid provision shall be replaced with a provision which is closest to the objective of the invalid provision and these Terms of Use in general.
- 12.3. Any matters not provided for herein as well as any dispute arising out of or in connection with this Terms of Use, shall be governed by the laws in force in the territory of the Republic of Poland.
- 12.4. The Service Provider reserves the right to change these Terms of Use at any time. In this case, the Service Provider shall notify the Artist/User/Influencer of the change in the body of the message that will be sent to the Account or e-mail of the Artist/User/Influencer. In the absence of termination of the Agreement by the Artist/User/Influencer in the manner provided for in these Terms of Use within 14 days of receipt of the change notification, such a change shall be deemed accepted.
- 12.5. The current wording of the Terms of Use in the English language is published here (Polish version here) in a way that enables their storage (recording) and multiple display in the ordinary course of operations.
- 12.6. The parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.
- 12.7. These Terms of Use come into force on the 15<sup>th</sup> of December 2021.