

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

### 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. **Password** - a sequence of signs, including alphanumeric, necessary to perform an authentication process while accessing the Account, determined by the Artist/User during the Registration process.
3. **Account** - ICT resources within the Website which the Artist/User 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.
4. **Art Agent** - a User who uploads and provides access to Product Models owned by the Artists within his or her Account.
5. **Name (login)** - a sequence of signs, including alphanumeric, necessary to perform an authentication process while accessing the Account, determined by the Artist/User during the Registration process.
6. **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 by the Service Provider.
7. **Registration** - a one-time action which consists in creating an Account by the Artist/User with the use of an administration panel provided by the Service Provider on the Website. The Registration is completed upon the Artist/User 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 address.
8. **Terms of Use** - these Terms of Use.
9. **Website ([www.displate.com](http://www.displate.com), Displate)** - an Internet website which enables Artists to provide access to the Product Models.
10. **Force Majeure** - an exceptional external occurrence beyond the control of a given Party which was impossible to prevent despite exercising due diligence.
11. **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.

12. **Agreement** - an agreement for the provision of Services concluded by and between the Artist/User and the Service Provider upon the Artist's/User'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.
13. **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 with an Account and other functionalities of the Website, and (b) making it possible for the User to make an order for a Product.
14. **Service Provider** - GWD CONCEPT Sp. z o.o. with registered office in Warsaw at Al. Jerozolimskie 107, registered in the District Court in Warsaw, Commercial Division of the National Court Register under No. KRS 0000451277.
15. **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).
16. **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).
17. **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.
18. **Product Model** - a digital presentation of a Product in the form of data published and made available by the Artist on the Account.

## **I. General Provisions.**

- 1.1. These Terms of Use set forth: (a) the rules of using the Website by the Artists and Users 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 session;
  - b) adapt the Website to the needs of the User/Artist;
  - 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 (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) JPG up to 30MB. Minimum 300 DPI in RGB mode.
  - b) The shortest side at least 2900px;
  - c) 1.4:1 ratio for best product fit (ex. 4060px x 2900px);
  - d) No logos. No watermarks;
  - e) Minimal border width: 136px for M Displate, 91px for L, 68px for XL;
  - f) Text/content shall be from the edge at least: 181px for M Displate, 121px for L, 91px for XL;
  - 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) The Artist is the owner of the Product Model;
- 3.3. Without prejudice to sec. 6.7. 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 User (Art Agent) undertake to fulfil any and all tax obligations connected with the activities carried out by the Artist and the User (Art Agent) 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.
- 3.6. Furthermore, the Artist and the User (Art Agent) 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) the User (Art Agent) using the Product Model or its development (in full or in part) and photographs of the Product itself within the User's (Art Agent'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 User (Art Agent) is proportionately decreased.
- 3.7. Moreover, acceptance of Displate Terms of Use equals with the Artist's consent for selling the Product Models in the wholesale B2B channel. The consent may be terminated by the Artist by unclicking the checkbox in the section 'settings' on the Artist's account and saving the changes.

#### **[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).
- 3.9. The fee will be published on the Artist's Account after the period of 10 (ten) days of selling the Product. As for the wholesale B2B commission, the fee will be published on the Artist's Account on the 6th day of each month or the next working day for the sale from the previous month. 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. A basis for settlement is a net sale price of a Product based on the Product Model provided by a given Artist. The price is set up by the Artist according to the price range provided by the Service Provider on the Website. The amount of the fee due to the Artist is provided by the Service Provider on the Website ([see here](#)). The Artist will be notified of any changes to the fee in a manner described in par. 10.4 below.
- 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. When the total pay-out amount reaches USD 10.000 (ten thousand), the Artist commits to provide the Service Provider with the Certificate of Tax Residence. This certificate confirms that the Artist pays taxes in the country that has issued it. The Service Provider reserves the right to request valid Certificate of Tax Residence in case of its expiry.
- 3.14. The Artist's fee regulated in par. 3.8. – 3.13. 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.

#### **[User's (Art Agent's) fee]**

- 3.15. For the provision of services connected with providing access to Product Models within the Account, the Service Provider undertakes to pay to the User (Art Agent) a fee (at the request of the User (Art Agent) expressed by clicking request payment button).
- 3.16. The fee will be published on the User's (Art Agent's) Account after the period of 10 (ten) days of selling the Product. The settlement between the User (Art Agent) and the Service Provider will be made only once a minimum of USD 50 (fifty) is accumulated on the User's (Art Agent's) account and within 45 (forty-five) days from the date of requesting it by the User (Art Agent). The request to pay a fee shall be submitted by the User (Art Agent) 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 fee will be determined in accordance with the following rules. A basis for settlement is a net sale price of a Product based on the Product Model provided by a given Artist. The price is set up by the Artists according to the price range provided by the Service Provider. The amount of the fee due to the User (Art Agent) is provided by the Service Provider on the Website ([see here](#)). The User (Art Agent) will be notified of any changes to the fee in a manner described in par. 10.4 below.
- 3.18. 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.
- 3.19. The User (Art Agent) 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 User (Art Agent) waives all and any claims against the Service Provider in this respect.

At the time of pay-out, the User (Art Agent) 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.
- 3.20. When the total pay-out amount reaches USD 10.000 (ten thousand), the User (Art Agent) commits to provide the Service Provider with the Certificate of Tax Residence. This certificate confirms that the User (Art Agent) pays taxes in the country that has issued it. The Service Provider reserves the right to request valid Certificate of Tax Residence in case of its expiry.

- 3.21. The User's (Art Agent's) fee regulated in par. 3.15. – 3.20. above will cover any and all claims that the User (Art Agent) may have during/in connection with/as a result of the cooperation with the Service Provider in connection with the Website.

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

- 3.22. A Product sale agreement 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 legal and physical defects.
- 3.23. 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. The Product related to a custom order cannot be withdrawn from the sale agreement, therefore it is not eligible for return.
- 3.24. 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.
- 3.25. A form of the statement of withdrawal from the Product sale agreement is available on the Website ([click here](#) to download the document).
- 3.26. The Product will be delivered not later than 30 (thirty) business days following the day on which the payment for the Product was obtained.
- 3.27. The Products are delivered by courier or to a package machine indicated by the User. The Products ordered may be delivered by the Service Provider in the following countries: Argentina, Australia, Austria, Belgium, Brazil, Bulgaria, Canada, Chile, Colombia, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Latvia, Lithuania, Luxembourg, Mexico, Monaco, New Zealand, Norway, Philippines, Poland, Portugal, Romania, Singapore, Slovakia, Slovenia, South Africa, South Korea, Spain, Sweden, Switzerland, Turkey, Thailand, United Arab Emirates, United Kingdom, United States, Venezuela. Depending on the destination, there is a possibility of an additional duty fee. Its amount depends on a specific countries regulations. Any costs related to customs duties shall be paid by the buyer.

- 3.28. 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. If different currency is applied by the User than mentioned above, the final charge is made in USD at the exchange rate at the User's bank.
- 3.29. In the case of any possible non-compliance of the Product with the sale agreement, the User may submit a complaint to the address: [support@displate.com](mailto:support@displate.com). The complaint shall be examined by the Service Provider within 1 (one) month from the delivery of it to the Service Provider. The User will be promptly informed of the results of this procedure.
- 3.30. 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).
- 3.31. 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.
- 3.32. The mediation referred to in par. 3.31. a) above may be availed of after the consumer has applied to the competent provincial inspector of the trade inspection authority.
- 3.33. The permanent consumer arbitration courts referred to in par. 3.31. 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.
- 3.34. 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.
- 3.35. Product assembly manual may be downloaded here: [Displates](#), [Multiplates](#), [Pixplates](#), [Displate Box](#).

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

- 4.1. During the Registration, the Artist/User performs activities which include the following:
- confirming that the Artist/User has read these Terms of Use and accepts the provisions hereof;
  - completing a form available on the Website;
  - giving a Name (login), Password and e-mail address;
  - 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 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 is obliged to:
- provide true, accurate and current data that is not misleading and does not infringe the rights of third parties;
  - update the data provided in the registration form immediately after any changes to that data. Data updates are made via the Account;
  - keep the Password confidential and not to disclose it to others.

- 4.5. The Artist/User has exclusive liability for the contents of the data provided by the Artist/User, 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 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.

## **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/Art Agent 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/Art Agent 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. Moreover, the Artist/User/Art Agent 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/Art Agent with immediate effect if the Artist/User/Art Agent, respectively, breaches at least one of the following paragraphs of the Terms of Use: 4.6., 6.1., 6.2., 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/Art Agent, 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. – 3.21. above, with respect to the Artist/Art Agent who has breached para. 7.1.e) below. The Artist/Art Agent waives all and any claims against the Service Provider in this respect.

## **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 legal or physical defects, 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.

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

6.3. 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.

6.4. 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 or applicable law, such Artist, User or third party must immediately report that fact by contacting the Website at [abuse@displate.com](mailto:abuse@displate.com) or through the Website's "REPORT" functionality (an option available only to registered users).

6.5. The violation report referred to above and sent to [abuse@displate.com](mailto:abuse@displate.com) should contain at least the details of the reporting entity (including full contact details), specify the nature of the violation, 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). The above report should also contain a handwritten or electronic signature of the reporting entity or its representative (in which case the power of attorney should be attached).

- 6.6. 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. the Art Agent.
- 6.7. 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.6.4. and 6.5. above), the Service Provider will immediately prevent access to such Product Models.

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

- 7.1. The Artist/User 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 on the Website; using the Accounts of other Artists/Users or sharing their Account with other Artists/Users; taking any information technology actions or any other actions to acquire possession of the Passwords of other Artists/Users;
  - 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 is solely responsible for the acts performed on the Website using a valid Name and Password.
- 7.4. The Artist/User 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 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 violates these Terms of Use, and in particular if the Artist/User:
- 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. Complaints.**

- 8.1. In the course of using the Service, the Artist/User 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.
- 8.2. Any irregularities, faults or interruptions in the functioning of the Service or its poor quality may be reported by the Artist/User at the following address: [support@displate.com](mailto:support@displate.com)
- 8.3. 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. 8.2. above;
  - c) help with Registration by the Artist/User;
  - d) lodging of a complaint.
- 8.4. 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). The complaint shall be examined by the Service Provider within 1 (one) month from the delivery of it to the Service Provider. The User will be promptly informed of the results of this procedure.
- 8.5. 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 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.
- 8.6. 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/>.
- 8.7. Par. 3.31-3.34 above apply accordingly.

## **IX. Liability.**

- 9.1. 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.
- 9.2. The Service Provider shall not be liable for: (a) compliance of Product Models with applicable law; (b) any legal and physical defects of Product Models and errors or flaws contained therein; and (c) any violation of these Terms of Use by Product Models.
- 9.3. 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).
- 9.4. 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.
- 9.5. 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 which prevent the Artist/User 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 Users (e.g. violation of the Artist's or third party's copyrights by Users), including the associated potential damage to the User, third party or the Artist;
  - f) the effects of incorrect installation/use of the Products by the User and the related potential damage.
- 9.6. The Artist/User 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.
- 9.7. 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.

## **X. Final provisions.**

- 10.1. Any disputes between the Service Provider and the Artist shall be settled by courts having jurisdiction over the registered office of the Service Provider.
- 10.2. 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.
- 10.3. 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.
- 10.4. 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 of the change in the body of the message that will be sent to the Account or e-mail of the Artist/User. In the absence of termination of the Agreement by the Artist/User 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.
- 10.5. 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.
- 10.6. The parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.
- 10.7. These Terms of Use come into force on 30.03.2018.