

**License Terms and
Conditions
(„Terms and
Conditions“)**

I. General provisions

- 1** This document regulates the terms and conditions of using Photos posted and made available for download in a separate photo bank as part of the Licensor's Website, under the terms and conditions set out below.
- 2** The terms used in this document have the meanings given to them according to the definitions, unless decided otherwise.
- 3** In any matters not covered by these License Terms and Conditions, the Licensor's online stores terms and conditions shall apply, available at: hurtsteven.pl and sklepsteven.pl, and in the event of a conflict between those terms and conditions and these Terms and Conditions, these Terms and Conditions shall prevail.

II. Definition of terms

- 1. Civil Code** - the act of 23 April 1964 Civil Code (Journal of Laws 1964, No. 16, item 93 et seq.);
- 2. Website** - the website maintained by the Licensor at hurtsteven.pl, through which the User gains access to the Photos in accordance with the Terms and Conditions;
- 3. License** - the agreement concluded between the Licensor and the Licensee;
- 4. Licensor** - Marek Bryła, operating under the name of PPHU STEVEN MAREK BRYŁA, entered into the Register of Entrepreneurs of the Central Register and Information on Business Activities kept by the Minister of Entrepreneurship and Technology, at ul. Strzelecka 13, 99-400 Łowicz, Tax Identification Number NIP: 8341002487, National Business Registry Number REGON: 750447832;
- 5. Act on Copyright and Related Rights** - the act of 4 February 1994 on copyright and related rights (Journal of Laws 1994, No. 24, item 83 et seq.);
- 6. Work/Works** - the Photo/Photos constituting a photographic work/photographic works, as defined in the Act on Copyright and Related Rights;
- 7. Licensee** - an entity authorised to use the Photo resource made available by the Licensor on the Website in accordance with the conditions set out in the Terms and Conditions;
- 8. Photos** - the photo database comprising the Works posted by the Licensor on the Website, to which the User receives Access in accordance with these Terms and Conditions.

III. Declarations/subject matter of the License

- 1.** The Licensor declares that:
 - a The Works are protected by the provisions of the Act on Copyright and Related Rights;
 - b he is an entity authorised to grant the License;
 - c he holds the proprietary copyrights relating to the Photos, as defined in the Act on Copyright and Related Rights.
- 2.** The Licensee undertakes to use the Works in accordance with the agreed Terms and Conditions and without infringing the rights of third parties or any other generally applicable laws.
- 3.** At the moment of granting the Access to the Licensee, the Licensor grants the Licensee a free, non-exclusive and unlimited in time and territory License to use the Photos in the following fields of use:
 - a using the Works for marketing purposes, in particular as part of the Licensee's activities in social media and on other websites related to the pursued sales activities, including recording and reproduction - production of copies of the Works by printing, reprography, magnetic and digital recording;
 - b entering the Work into computer memory, computer networks, the Internet and other telecommunications networks;
 - c incorporating the Work into the Licensee's business and promotional materials;

- d adapting, changing the layout or making any other changes in the Work consisting in adapting the Works by the Licensee;
 - e unlimited reproduction of the number of copies of the Works;
 - f regarding disseminating the Work in another way than that specified in the preceding item - public presentation, displaying, replaying, broadcasting and rebroadcasting, as well as making the Work publicly available in a way that enables anyone to have access to it in a place and time of choice;
 - g using it in all kinds of advertising, promotional and marketing activities, including direct and interactive marketing, regardless of the form, including ATL (above-the-line) advertising
 - h with the use of media vehicles (e.g. television, press, outdoor advertising, the Internet) and BTL (below-the-line) advertising with the use of non-media vehicles (POS, exhibition booths, store displays, stands, banners, leaflets, etc.).
4. The right to sub-license is excluded.

IV. Access

1. After the Licensee accepts these Terms and Conditions, the Licensor shall enable the Licensee to access the Photos via the Internet, from the Website.
2. Access to the resources referred to in section 1 shall include all the Photos covered by the License, posted on the Website, regardless of their categorisation.
3. Detailed access instructions are available on the Licensor's website. In particular, after completing the relevant form and accepting these Terms and Conditions, the Licensee may download the Photos to their device in the format indicated on the Website, by following the instructions displayed on the Website.
4. The minimum technical requirements enabling Access are:
 - a. a device with Internet connections,
 - b. the latest version of a web browser with cookies and Java Script enabled,
 - c. software for reading and saving JPG, PNG, PDF, PPTX files.

V. Termination

1. The Licensor may terminate the License with a one month's (30 days') notice, effective at the end of a calendar month.
2. The notice should be submitted in a documentary form, to the relevant e-mail address of the party making the declaration.

VI. Final provisions

1. In any matters not covered by these Terms and Conditions the provisions of the Polish law shall apply, in particular the provisions of the Civil Code and the Act on Copyright and Related Rights.
2. If the other party is not a consumer, as defined in Art. 221 of the Civil Code, any dispute arising under these Terms and Conditions shall be decided by a common court of law having jurisdiction over the Licensor's seat.
3. The contents of these Terms and Conditions may change. The Licensee shall be notified of any changes, via a notice posted on the Website containing the list of changes and the date of their entry into force. The date of entry into force of such changes shall not be less than 14 days following the date of announcement. If the Licensee,

who is a consumer, as defined in Art. 221 of the Civil Code, does not accept the changes, they should notify the Licensor of this fact by e-mail, to the following address: marketing@steven.pl . A failure to accept the changes shall result in the termination of the License.