

“PHOTOS FOR LIFE BY RAK’N’ROLL FOUNDATION”

WEB SERVICE REGULATIONS

I. GENERAL PROVISIONS

1. “Photos for Life by Rak’n’Roll Foundation” web service (hereinafter referred to as the “**Web Service**”) available at: www.photosfor.life (the “**Website**”) run by:
 - a) **Flash Press Media A. Sadowski i I. Sadowska Spółka Jawna** with registered office in Warsaw, at ul. Brazylijska 7B lok. 16, entered into the Register of Entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Department of the National Court Register, under KRS No.: 0000084250, NIP No.: 1130103851 (“**Flash Press Media**”);
 - b) **Fundacja Rak’n’Roll – Wygraj Życie!** with registered office in Warsaw, at ul. Podchorążych 15/19 lok. 38B, postal code 00-721, entered into the register of associations, other social and professional organisations, foundations and independent public health care centres, and also entered into the Register of Entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Department of the National Court Register, under KRS No.: 0000338803, NIP No. 9512296994, office address and mailing address: ul. Bagatela 10 lok. 17, 00-585 Warszawa (“**Rak’n’Roll Foundation**”);
 - c) **Hypermedia Spółka z ograniczoną odpowiedzialnością**, with registered office in Warsaw, at ul. Domaniewska 49, 02-672 Warszawa, entered into the Register of Entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Department of the National Court Register, under KRS No.: 0000201409, NIP No.: 1180746060 („**Hypermedia**”).
2. These regulations (the “**Regulations**”) set out the terms and conditions of access to and use of the Web Service and provision by Flash Press Media of services of granting (selling) licences for Works.
3. Accessing or use of the Website in any manner means that the user accepts and becomes bound by the terms and conditions set out in the Regulations and in any amendments to them published at the Website. If the User does not accept all terms and conditions of the Regulations, he/she should not access or use the Website. Breach of any of the provisions of the Regulations shall result in revocation of the licence to access or use the Website and the Web Service.
4. The terms used herein shall have the following meanings:
 - a) “**Data**” - personal data of the User provided during Download of a Work;
 - b) “**DotPay**” – the electronic payment system that supports the following payment methods: bank transfers and e-Transfers, payment cards, internet wallets, cash payments, SMS and MMS payments, Ukash vouchers, mPay – mobile phone payments, Pay Per Call payments; DotPay is a transaction panel enabling payment for Purchase of Works;

- c) **“Shopping Cart”** – the section of the Web Service, to which Works that the User wants to Purchase are added;
 - d) **“Purchasing” (“Purchase”)** – the act of concluding a paid licence agreement by the User and Flash Press Media, under which the User acquires the right to use the Work to the extent specified in the Regulations and in the Licence Agreement. By Purchasing the User is allowed to download a particular Work to his/her own device in the form of a computer file;
 - e) **“Transaction Summary”** – the information displayed on the Website after Purchasing Works and making payment via DotPay;
 - f) **“Licence Type”** – kinds/types of the licence available to the User to choose from, specified in the Licence Agreement;
 - g) **“Agreement”** – the agreement for provision of services according to the Regulations, concluded upon their acceptance by the User;
 - h) **“Licence Agreement”** – the non-exclusive licence agreement concluded between the User and Flash Press Media, under which the User may use the Purchased Work according to the terms set out in the Regulations and the Licence Agreement; the Licence Agreement constitutes an appendix to the Regulations;
 - i) **“Work”** – a photograph, picture or other material which the User may Purchase in the Web Service;
 - j) **“User”** – any natural person, legal person or an organisational entity without legal personality but with legal capacity granted by the law, using the Web Service and Purchasing Works.
5. Rak’n’Roll Foundation runs the Web Service and is the owner of Works.
 6. Hypermedia is the originator of the Web Service, provides hosting of the Service and makes it available to Rak’n’Roll Foundation based on the agreement concluded between Rak’n’Roll Foundation and Hypermedia.
 7. Flash Press Media is the technical and transactional operator as well as the licensor of Works based on the licence to sell Works, granted by Rak’n’Roll Foundation.
 8. The Web Service may be used only via a device allowing the User to access Internet, with software to browse its resources (Internet Explorer 7 and higher, Firefox 3.5 and higher, Opera 9.27 and higher, Safari 3.12 and higher), with enabled JavaScript, and with Adobe Flash plug-in 9.045 and higher installed, without systems blocking Flash objects, accepting cookies. The cookies stored on the device by which the User accesses the Web Service are used for authorisation of the User in the payment process.
 9. The rights to all photographs, pictures or other materials available in the Web Service (including Works) belong to Rak’n’Roll Foundation which grants licences to sell these photographs under the agreement concluded with Flash Press Media.

II. RESTRICTIONS

10. When using the Web Service, it is prohibited to perform any activities inconsistent with the law and the Regulations and the Licence Agreement.
11. The User warrants that he/she will not, in particular:
 - a) be involved in any act which may constitute a breach of any law or which breaches the rights of Flash Press Media, Rak'n'Roll Foundation, Hypermedia or any third party;
 - b) breach any laws or regulations on access or use of the Website and/or the Web Service or be involved in any act forbidden by the Regulations; in particular, the User will not engage in any activity that would interfere with the operation of the Website and/or the Web Service, hinder the access to the Web Service or hinder the use of it.

III. INTERRUPTIONS IN OPERATION OF THE WEB SERVICE

12. There may be interruptions in the operation of the Website and/or the Web Service, during which Users temporarily will not be able to use them, in particular due to performance of maintenance work, making alterations to or improvements in their operation. Where possible, Users will be notified of technical breaks via available means, in particular by placing messages on the Website of the Web Service.

IV. USE OF THE CONTENTS

13. Users may use the Works available in the Web Service. In order to Purchase a Work, the User should perform the following steps:
 - a) access the Website and search for the Work, choose the Licence Type, and then add the Work to the Shopping Cart, selecting the option "ADD TO THE SHOPPING CART";
 - b) go to the Shopping Cart and – after verifying the list of chosen Works – select the option "PURCHASE";
 - c) complete the form, providing his/her Data;
 - d) select the option "PAY", after clicking on which the User will be redirected directly to DotPay website where he/she can make payment according to the chosen Licence Type;
 - e) after making payment via DotPay, the User is automatically redirected to the Website where the Transaction Summary is displayed, with the information that the User will obtain the licence and VAT invoice (in case the User selects the option of VAT invoice issuing) from Flash Press Media, and with the information that an e-mail message with the Transaction Summary and the website address (link) to download the Works will be sent to the User to the e-mail address provided by him/her in the form;
 - f) The User will receive via e-mail the website address (link) directing to the website from which the User may download the Work. Download occurs via webcast to the User's device in the memory

of which the file with the Work is saved. Upon commencement of the webcast of the Work to the User's device, the Licence Agreement is concluded.

14. Works may be used by the Users who have paid the fee for the selected type of licence under the Licence Agreement. If the User does not conclude the Licence Agreement with Flash Press Media, he/she may not download, distribute, display and/or copy any Works.
15. The User may not remove any watermarks or copyright notices contained in the contents.
16. Flash Press Media reserves the right to revoke the licence at any time, for any reason.
17. By selecting the option "PAY" in the Web Service the User makes an offer to conclude the Licence Agreement in respect of a particular Work under the terms set out in the Regulations. The e-mail message received by the User after the Purchase of the Work will be confirmation of acceptance of the order by Flash Press Media. The confirmation of acceptance of the order constitutes the statement of acceptance of the offer by Flash Press Media.
18. Works are available for Purchase in TIFF and JPG versions.
19. The service of Purchase of Works is provided against payment. **The total income from the sale of licences for Works by Flash Press Media will be donated for the performance of statutory objectives of Rak'n'Roll Foundation.**

V. RIGHT OF WITHDRAWAL FROM THE AGREEMENT

20. A customer being a Consumer shall be entitled to withdraw from the purchase agreement concluded at a distance without giving any reason, by making a relevant written statement within ten days, determined in the manner specified in Article 10 para. 1 of the Act on Protection of Certain Consumer Rights and Liability for Damage Caused by Dangerous Products of 2 March 2000 (Journal of Laws No. 22, item 271, as amended) – (the "Act"), subject to paragraphs 3 and 4 of this article. A Consumer shall have no right to withdraw from the purchase agreement concluded at a distance in cases regarding audio and video recordings and recordings saved on IT data carriers after the Consumer removed their original packaging (Article 10 para. 3 item 2 of the Act). A Consumer shall not be entitled to return the purchased Licensed Materials in case of Sale of the product in the form of "a file to be sent by e-mail" or "a file to be downloaded" due to the nature of the service (Article 10 para. 3 item 5 of the Act).
21. In respect of Licensed Materials in the form of an electronic file, a Customer shall have no right to withdraw from the Agreement if he/she:
 - a. has downloaded a Licensed Material or

- b. has been able to download a Licensed Material because the Seller has sent to the Customer an e-mail message with attached Licensed Material or the Seller has provided the address of the website from which the Licensed Material may be downloaded.

VI. RETURN OF PAYMENT

22. In case of return of payment to the account of the credit card user or to the account from which e-Transfer has been made via DotPay, the amount received by the Customer as the return of the payment will be reduced by the amount of commission of 2% of the transaction.

VII. PERSONAL DATA PROTECTION

23. Data Controller shall be Hypermedia Spółka z ograniczoną odpowiedzialnością, with registered office in Warsaw, at ul. Domaniewska 49, 02-672 Warszawa, entered into the Register of Entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Department of the National Court Register, under KRS No.: 0000201409, NIP No.: 1180746060.
24. Data will be processed exclusively for the purposes necessary to provide services in the Web Service.
25. Data shall be protected according to applicable laws in this regard, in a manner preventing access to them by third parties.
26. In the cases and under the conditions provided for by law, the User shall have the right to access his/her Data, correct them or demand their deletion.
27. Data shall be provided voluntarily, but if the User fails to provide them or does not consent to processing them in order to provide services it will be impossible to Purchase a Work.
28. Data of the User may be provided or entrusted to a third party only in order to provide the service of Purchase (in particular in order to make payments) or for the purposes provided for in the applicable laws.

VIII. INDEMNITY

29. The User agrees to defend, indemnify and hold harmless Flash Press Media, Rak'n'Roll Foundation, Hypermedia, their subsidiaries, licensors, employees, representatives, collaborators and independent contractors from and against any claims, losses, costs, liabilities and expenses (including the damages/compensation costs, costs of court proceedings, legal representation costs and the fees for legal services) arising out of the conduct of the User, the use of or inability to use the Website and/or the Web Service, a breach or an alleged breach by the User of the Regulations and/or the Licence Agreement or any statements or warranties contained in the Regulations, unauthorised use of Works or a breach of any rights of third parties.

The Regulations shall become effective on 15.10.2014.