

FLYART PUBLISHING TERMS OF USE

GENERAL CONTRACTUAL TERMS AND CONDITIONS

OF THE USE OF THE SERVICES OF FLYART PUBLISHING s.r.o.

1. Introductory Provisions

1.1 FlyArt PUBLISHING, (hereinafter referred to as "FlyArt"), provides under the terms and conditions hereunder to Users of products, services, Internet pages and its content under the domain name FlyArt.Pub (hereinafter referred to as "Services", individually also as a "Service").

1.2 The relationship between FlyArt and the User of the abovementioned Services shall be regulated by these General Contractual Terms and Conditions (hereinafter also referred to as "GCTC" or "Terms and Conditions"). Part of these Terms and Conditions are the Special Terms and Conditions of the Licence and Special Terms and Conditions of the Sale set forth in Annex No. 1 and 2 to these Terms and Conditions.

2. Definitions

2.1 **User.** The User is each person that uses any Service.

2.2 **Third Party.** A Third Party is any subject different from FlyArt and the User.

2.3 **Services.** Services shall mean the provision of a licence to picture material, sale of pictures and other services and the provision of access to FlyArt Internet pages and its content.

2.4 **Web Pages** (individually also referred to as the "Web Page"). The public Web Pages under the domain FlyArt.Pub.

2.5 **Service Use.** Service Use shall mean all the User's activities performed on the Web Pages.

2.6 **Service Contents.** The Service Contents represent the total FlyArt Contents, User's Contents and Third-party Contents.

2.6.1 **FlyArt Contents.** FlyArt Contents shall mean all picture materials - photographs, videos and other author's works and related information material and titles, and other materials and information submitted to FlyArt as part of the Services which create the functional framework of the Services (form) and their contents.

2.6.2 **User's Contents.** The User's Contents shall mean all materials, information and works (incl. copyright works) provided by the User in connection with the Service Use (e.g. texts, pictures, videos, etc.).

2.6.3 **Third-party Contents.** Third-party Contents shall mean all materials, information and works (incl. author's works) of Third Parties depicted within the extent of the Services.

3. Use of Services and User Registration

3.1 **Acceptance of the GCTC.** Prior the start of the use of the Services the User shall become acquainted with these General Contractual Terms and Conditions. Acceptance is an essential condition for the use of the Services. The User expresses acceptance of the GCTS by factual commencement of the use of Services. In order to exclude doubt, the parties declare that by the Service offer and by its use the User expresses acceptance of these General Terms and Conditions, explicitly accepts all their provisions and shall observe the rules stated therein.

3.2 **Establishment of Contractual Relationship.** The contractual relationship shall arise the moment of commencement of Service Use.

3.3 **Terms and Conditions of Service Use.** Service Use shall be governed by these General Terms and Conditions. The User shall become acquainted with these Terms and Conditions and shall accept these Terms and

Conditions to commence Service Use. If the User shall not accept these Terms and Conditions he shall refrain from using the Services

4. Rights and Obligations

4.1 User's Declaration.

The User declares and guarantees vis-a-vis FlyArt that:

- a) he is fully legally competent especially with respect to his age,
- b) shall have his competence to perform legal acts removed,
- c) his legal competence to perform legal acts has not been limited to the extent not allowing him to express acceptance of these Terms and Conditions and use of the Services,
- d) all and any personal data he provides during registration or other use of the Services are true, complete, precise and correct,
- e) the User shall not breach the applicable legislation when using the Services under the conditions set in these Terms and Conditions,
- f) prior to the commencement of use of the Services he became acquainted with these Terms and Conditions, has fully understood and accepts these Terms and Conditions and
- g) is aware of the fact that as a consequence of the suspension or change in the provision of the Services may lose temporary or permanent access to the Service Contents, i.e. FlyArt Contents and Third-party Contents.

4.2 **User's General Obligations.** Regardless of the other provisions of these Terms and Conditions, the User shall:

- a) not commence use of the Services if the User were to breach the applicable legislation by doing so,
- b) not use the Services if the User were to breach the applicable legislation by doing so,
- c) if he is under 18 he shall not use Services which are subject to use by persons of at least 18 years of age,
- d) use the Services only for the purpose for which they are specified,
- e) for access to a Service he shall not use (nor attempt to use) an interface other than an interface provided for this purpose by FlyArt,
- g) if he ascertains any misuse of his identification data and passwords by any Third Party, he shall immediately inform FlyArt of this fact,
- h) if he ascertains the misuse of his copyright or other rights or to his User's Contents, he shall immediately inform FlyArt of this fact,
- i) he shall not commit any illegal or unethical action when using the Services and
- j) shall not perform anything which would disrupt or damage the Services (or network and servers connected to the Services).

4.3 **General Authorizations of FlyArt.** FlyArt shall, regardless of other provisions of these Terms and Conditions, be authorized:

- a) at any time according to its own judgment and without the need to inform the User in advance, suspend or limit the provision of any Services or change in any way the provision of any Services in relation to all the Users or in relation to some of the Users without the need to inform the User in advance,
- b) at any time according to its own judgment and without the need to inform the User of this in advance extend, limit or otherwise change the FlyArt Contents ,
- c) ensure the protection of the FlyArt Contents against unauthorized use by applying a watermark, visibly, invisibly or electronically and
- d) provide the FlyArt Contents with digital right management technology which shall allow the search or monitoring of the FlyArt Contents by further methods of protection, monitoring or search of contents (right management system - RMS).

4.4 **Rights to Trademarks and Intellectual Property.** Besides cases explicitly stated in the Special Licence Terms and Conditions and Special Sales Terms and Conditions, no copyright or other rights arise for the User to the FlyArt Contents. The User is aware that based on these Terms and Conditions he is not authorized to use the FlyArt business name, its trademarks, logos, domain names or any other marks and business features of FlyArt.

4.5 **Banned Use of Services.** The User may not in any way gain or attempt to gain any copies of the FlyArt Contents, any materials or information applying to the Services which are not or were not made public or provided via the servers operated by FlyArt.

4.6 Payment. Some Services are offered by FlyArt as charged Services (e.g. provision of a licence and sale of pictures). If there is a charge for Services this fact is stated at the relevant Service or the Service price is stated for such a Service. The price for the Service shall be valid the moment of the order for this Service by filling in and sending the order form for such a Service.

4.8 User's Rules of Conduct.

4.8.1 Breach of Legislation. The User shall be held responsible for the consequences of his actions connected with the use of the Services and agrees that he shall not use the Services for any activities which are or may be contrary to the laws of the Czech Republic or other countries applying to the User, rules of the use of the Services of FlyArt and their authorized interests as well as generally recognized principles of the use of Services provided via the Internet.

4.8.2 The User shall always respect the rights of FlyArt and Third Parties, especially when handling author's works and other subjects of the intellectual property rights.

4.8.3 The User especially may not:

- a) use any Service of FlyArt contrary to these Terms and Conditions,
- b) remove or change the notice of copyright or ownership or other notices and information contained in the FlyArt Contents and Third-party Contents,
- c) misuse the Web Pages for the sale or purchase of the User's or Third Party products or services or use in other commercial way any Services in a manner that would damage FlyArt,
- e) misuse, block, modify or otherwise change any parts of the Service, or attempt to disrupt the stability, running or data of the Services,
- f) create the impression that the Service User is a different legal entity or natural person than the User
- g) intentionally block any technology or tool of FlyArt serving to protect the Service Contents,
- h) without FlyArt's prior written consent use deep linking or other software or automatic equipment, technology or algorithms to "crawl," "scroll," search or monitor Web Pages operated by FlyArt or acquire or copy FlyArt Contents and Third-party Contents,
- i) copy, reroute or otherwise misuse the Web Pages or any FlyArt Contents and Third-party Contents,
- j) examine, scan or test the security of the Web Pages or supporting network, search or collect information about visitors of these Web Pages or personal data about FlyArt Users or other customers,
- k) use any equipment, software or procedure which disrupts the proper function of the Web Pages or any transaction carried out via the Web Pages or which can damage other User's Services,
- l) infringe the rights of FlyArt or Third Parties in a way other than stated in previous points, e.g. infringe the rights to a trademark or other rights of Third Parties and FlyArt and
- m) attempt to act in any way prohibited herein.

4.8.4 Sanctions. Should the User use any Service contrary to these Terms and Conditions, FlyArt shall be entitled at any time, without prior warning or without any claim by the User to terminate or limit provision of the Services, delete, remove or otherwise prevent access to the User's Contents, or cancel or block the User Account.

5. Personal Data Protection

5.1 Personal Data and Sensitive Data. Personal data shall mean information about the User based on which the User can be directly or indirectly identified. Sensitive data shall mean the User's personal data about national racial or ethnic origin, political attitudes, membership of trade unions, religion and philosophical belief, crime conviction, health condition and sexual life of the User and the User's genetic data, or any biometric data which enable direct identification or authentication of the User.

5.1.1 Purpose of Personal Data Collection and Processing. FlyArt collects processes and monitors the personal data of individual Users for the purpose of providing Services and sending notices about a change to the Terms and Conditions and for the purpose of statistical services.

5.1.2 Scope of Information. FlyArt shall be authorized to demand provision of personal information in connection with the purpose of settling the order of Services and issue of invoices.

5.1.3 Provision of Sensitive Data. The provision of any sensitive data is not mandatory. FlyArt does not and shall not require from the User any sensitive data. If the User provides any sensitive data as part of the Services, it shall do so voluntarily based on his own judgment.

5.2 Personal Data Protection. FlyArt shall collect and store the personal data entered by the User via electronic information carriers in a secured database. FlyArt shall protect the personal data to the maximum possible extent with the aid of the latest encoding technology which meets the level of technical development. FlyArt declares that it shall take all the possible, *i.e.* known measures to protect these data against the unauthorized intervention of Third Parties.

5.2.1 FlyArt shall not bear responsibility for any unauthorized intervention by Third Parties should these parties gain unauthorized access to the personal data of individual users and/or to the relevant database of FlyArt and use or enable Third Parties access to these data.

5.2.3 The User declares that he is aware of the risks arising from the unauthorized intervention of Third Parties.

5.3 Limitation of the Handling of Data. FlyArt shall not, without the User's prior permission, process, disclose, sell or use the User's personal data in a way which would be contrary to these Terms and Conditions.

5.4 User's Consent to Personal Data Processing. By ordering goods or Services offered by FlyArt on Web Pages (*i.e.* by filling in an order form) or commencement of the use of other Services for which FlyArt requires the provision of personal information, the User grants consent under Act No. 101/2000 Coll., on Personal Data Protection and on changes to some laws, as amended (hereinafter referred to as the "PDPA") to the processing of personal data provided under these Terms and Conditions of FlyArt such as the administrator for the purpose of identifying the User when using the Services.

5.5 Cookies. The User are aware and agree that in case of using the Web Pages, FlyArt shall send to the User's computer a cookie file which shall enable the storage of information about the preference of Users and shall automatically collect certain information and store it in the FlyArt files. This information contains addresses of the Internet Protocol (IP), type of browser, Internet Service Provider (ISP), linking/home pages, operating system, date/time data and clickstream data. Such acquired information which does not identify individual User shall be used by FlyArt to administer the Web Pages, for monitoring the activity of Users by the Web Pages and for collecting demographic data about the user base. FlyArt shall be authorized to assign such collected data to personally identifiable data. IP addresses are connected to personally identifiable data for dividing the types of customers for statistical purposes. In case of the cookie file, the User may set rejection of cookies in his browser whereby access to some or all features of the Web pages may be limited or stopped in such a case.

5.6 Personal Data Transfer. By ordering goods and Services offered by FlyArt on the Web Pages or commencement of the use of other Services for which FlyArt requires personal information, the User grants consent to the transfer of the User's personal data to entities constituting a business group with the company FlyArt (*e.g.* the FlyArt parent company) under the provisions of Section 66 of Act No. 513/1991 Coll., the Commercial Code, as amended, (so-called related entities), and entities that provide FlyArt with the Services. FlyArt shall provide the personal data of Users to entities that provide FlyArt with Services only provided that these entities observe the confidentiality of the personal data of the Users and do not abuse these data for their benefit or the benefit of other parties.

5.7 Period of Granted Consent. The User grants the abovementioned consent to the processing and transfer of personal data for a period of 10 (ten) years, unless he withdraws his consent sooner.

5.8 Processor. The administrator shall authorize a third party as the personal data Processor in accordance with the PDPA.

5.9 Withdrawal of Consent. The User's consent to the processing of personal data under this Article V of the GCTC is voluntary. The User can

withdraw this consent in writing at any time by delivering a written withdrawal of consent to the address of FlyArt's registered office. After the withdrawal of consent FlyArt shall ensure that all User's data is deleted and shall ensure that these data are not further processed or disseminated for the purpose of the further provision of Services. In such a case these provisions of the Terms and Conditions shall not apply to the User being subject to the provision of consent.

5.10 User's Access to Data. The User has the right, from the moment of order of goods or Services offered by FlyArt on the Web Pages and/or commencement of the use of other Services for which FlyArt requires the provision of personal information, to request information from FlyArt applying to the processing of his personal data. In such a case FlyArt shall provide the User with information to the extent set in the PDPA. Should the user believe that FlyArt is processing his personal data contrary to the PDPA, he shall have the right to ask FlyArt (or the Processor, if this concerns a person different to FlyArt) for an explanation, or ask FlyArt (or the Processor) to remove this arisen situation. This may concern the blocking, repair, addition or removal of personal data. The User shall be authorized to contact the Office for Personal Data Protection with its suggestion.

5.11 Provision of Personal Data. The User is aware that FlyArt may be obliged to provide personal data under the law or to meet its legal obligations (e.g. as part of legal or administrative proceedings). FlyArt shall also be authorized, should this be necessary, to provide access to personal data for the protection of the rights of FlyArt or related entities, or for the protection of the personal safety of the Users or Third Parties.

5.12 Statistical Data. The User agrees with the anonymous use and/or publication of registration and statistical data of FlyArt and related entities for the development and operation of the provided Services. FlyArt shall be authorized to disclose to the related entities for the purpose of operating the servers of the related entities statistical data applying to the Users. However the statistical data and their print-outs shall not contain personal data of such a nature which could by one or more of these data directly or indirectly identify the User or could allow any Third Party to contact the User.

6. Business Communication

6.1 Business Communication as Part of the Services. The User is aware and agrees that advertising and/or promotional communications (hereinafter referred to as "Advert") can be shown as part of the Services. This Advert may apply to the Service Contents, questions entered via the Services and other information.

6.1.1 The extent and method of showing these communications shall be determined by FlyArt and it shall be authorized to change them without prior warning at any time.

6.2 Business Communication. The User shall, under Act No. 480/2004 Coll. on Some Services of an Information Company and on a change to some laws (Act on Some Services of an Information Company), as amended (hereinafter referred to as the "ICA"), agree that FlyArt shall be authorized to send to the User to the User's e-mail address stated during registration and/or when creating the profile (or their change), and /or order of FlyArt goods or services on the Web Pages (i.e. filling in the order form) and/or when commencing the use of other Services for which FlyArt requires the User's e-mail address, business communication containing information about novelties of offered Services and promotional and discount information or information about other events of FlyArt, and also about the products and services of Third Parties.

6.4 In the event that the User shall want to withdraw his consent to sending Adverts, he shall inform FlyArt of this fact via his e-mail address: Info@FlyArt.Pub or via instructions stated in the e-mails containing business communication.

7. Exclusion of Liability

7.1 Exclusion of Guarantees. The Services provided by FlyArt to the User shall be provided "as they are". FlyArt shall not provide the User with any guarantee regarding the Services, FlyArt Contents and Third-party Contents, especially any guarantees regarding the functionality and availability of the Services. FlyArt shall not be especially liable to the User for the fact that:

- a) Services shall be available non-stop twenty-four hours a day, seven days a week,
- b) Services shall be fully functional throughout the period of the availability of the Services,
- c) Services shall be provided without error,
- d) FlyArt Contents or Third-party Contents are precise or correct and not infringe any Third-party right and
- e) any part of the FlyArt Contents licensed by the User shall always be posted and available on the Web Pages.

7.2 Liability for Damage. The User declares that he is aware that FlyArt does not provide any guarantees and therefore, there may certain risk connected with the provision of Services; the User accepts this risk and shall take all reasonable steps to exclude or prevent to the maximum possible extent any loss or other negative consequences on his part in connection with the use of the Services.

7.2.1 Therefore the User especially shall

- a) regularly and appropriately back up all the User's Contents and the User's rightfully licensed FlyArt Contents and
- b) take further appropriate measures.

7.2.2 FlyArt shall not be liable to the User for any direct or indirect loss or damage which the User may incur in connection with the use of Services, FlyArt Contents or Third-party Contents. FlyArt shall not be especially liable to the User for:

- a) non-functionality, non-availability or bad availability or functionality of any Service,
- b) loss, no storage or damage of any User's Contents and User's authorized licensed FlyArt Contents,
- c) any consequence of the provision of incorrect, inaccurate or incomplete data about the User when commencing provision of the Services (or any subsequent change),
- d) any consequence of the breach of obligations by the User regarding protection of the password or access data to the User Account or profile,
- e) any consequence of the use of the Services and
- f) availability and contents of Third-party web pages to which links are posted on the Web Page.

FlyArt and the User declare that the intention of the parties is to limit to the maximum possible extent allowed by mandatory provisions of legislation the liability of FlyArt in connection with the Services provided to the User.

7.3 Liability according to Special Legislation. Under Sections 3, 4 and 5 of the ICA, FlyArt shall not be liable for the User's Contents.

7.4 Limitation of Damage. The parties have agreed that the extent of compensation for damage which may arise to the User as a consequence of one or more breaches of obligations by FlyArt arising from these Terms and Conditions, shall be limited to the amount of 100,000 CZK (in words: one hundred thousand Czech crowns), while this amount shall correspond to the damage caused to the User which the parties may in this context reasonable foresee with regard to all the facts which at the time that the User begins to use the Services the parties may or should know.

7.5 Compensation. The User shall compensate FlyArt for all loss it shall incur as a consequence of the breach of provisions of these Terms and Conditions by the User, including loss which FlyArt incurs in connection with the Contents that the User posts on the Web Pages.

7.6 Contractual Fine. In case of the unauthorized use of such a part of the FlyArt Contents (except the Works as defined in the Special Licence Terms and Conditions stated in Annex No.1 of these Terms and Conditions), to which a licence may be obtained in accordance with the Czech law and Web pages, the User shall pay FlyArt a contractual fine of 20.000 CZK (in words: twenty thousand Czech crowns). Payment of the contractual fine shall not affect the right of FlyArt to demand the relevant compensation for damage including damage exceeding the contractual fine and enforcement of further rights which Czech legislation provides FlyArt in this context. The contractual fine for the unauthorized use of Works is contained in the Special Licence Terms and Conditions.

8. Acceptance of the Terms and Conditions

8.1 Acceptance of the Terms and Conditions. Each of the Users shall become acquainted with the Terms and Conditions and express their acceptance before they commence the use of the Services. The User expresses acceptance of the GCTS by factual commencement of the use of Services. If the User does not accept these Terms and Conditions, he shall refrain from using the Services.

8.2 Changes and Effect of the Changes to the Terms and Conditions:

8.2.1 Changes to the Terms and Conditions. FlyArt shall be authorized at any time to unilaterally change the contents of these Terms and Conditions. FlyArt shall inform the User of a change to the Terms and Conditions at least 30 days before the planned date of the effect of the new version of the Terms and Conditions by displaying a notice of the new version of the Terms and Conditions together with a new version of the Terms and Conditions on the FlyArt.Pub web page.

8.2.2 Effect of the Changes to the Terms and Conditions . Any change to these Terms and Conditions come into effect on the date stated by FlyArt, however in relation to each User only in case that the User accepts such a change. The User shall show acceptance by continuing to use the Services even after the date stated by FlyArt as the date of the effect of the change to the Terms and Conditions. Should the User not accept changes to the Terms and Conditions he shall refrain from using the Services after the date stated by FlyArt as the date of the effect of the change to the Terms and Conditions.

9. Miscellaneous

9.2 Relationship to Third Parties:

9.2.1 Contents of Third Parties. FlyArt shall not be liable for the Third-party Contents shown to the Users as part of the Services or provided to the Users as part of the Services, especially for the advertising communications of Third Parties shown as part of the services and software of Third Parties offered to the Users for downloading as part of the Services. FlyArt shall not be liable for the fact that Third-party Contents shall intervene in the rights of other parties.

9.2.2 Contents of Third-party Servers. The Servers or services of Third Parties are not controlled by FlyArt and FlyArt shall not be liable for the contents of any of the servers of Third Parties, or for the contents of any connection contained on the pages of Third Parties, or for any change or update of the Third-party Servers. FlyArt shall not be liable for any form of transmission accepted from any Third-party Server. The connection of Third-party Servers with FlyArt Services shall not mean that FlyArt approved the contents of these Servers or was in any way connected with their operators.

9.2.3 User of Personal Data on Third-party Servers . The User shall be liable for the fact that he has become acquainted with the declaration on the principles of the use of personal data and the conditions of their use on each Third-party Server which he has visited and has made certain that he agrees with the method of use of his personal data on the relevant Third-party Server.

9.4 Conclusion of Contracts. In case any contract is concluded between the User – a natural person acting outside the scope of the business or other entrepreneur 's activity and FlyArt via electronic communication (e.g. a purchase contract) the use of communication means shall not be subject to a charge.

9.5 Confidentiality. All information which was provided to the User in connection with the Services of FlyArt and marked by FlyArt as "confidential" or otherwise similarly described or information which, in view of its contents,

can be considered confidential, the User shall not be authorized to disclose or otherwise make public without the prior written consent of FlyArt, with the exception of the provisions of such confidential information to employees, suppliers or other persons working to the benefit of the User, if such knowledge of confidential information is necessary to implement the Services. This ban shall not be enforced in case of information which is available to the public or which the User is legally obliged to provide. This provision shall remain in force even after the termination of the contractual relationship between the User and FlyArt.

10. Final Provisions

10.1 Communications. All communications between FlyArt and the User may be made either in writing (in case of FlyArt by delivery to its registered office address and in the event of the User by delivery to the address stated by the User when using the Services or to the address at which the User is found), by e-mail (in case of FlyArt by delivery to its e-mail address Info@FlyArt.Pub and in case of the User to the e-mail address stated during the use of the Services). Communications made by FlyArt in relation to one or more Users may also be made by FlyArt in the form of the publication of a specific communication via the Web Pages (for example in case of changes to these Terms and Conditions). When using some of the abovementioned methods of communication it shall be deemed that the written form was observed. The verbal communication between FlyArt and the User shall be carried out via telephone or via similar services enabling remote voice.

10.2 Governing Law and Conflicting Norms. These Terms and Conditions as well as all legal relations arising or which arise in future between FlyArt on the one side and the User on the other in connection with the Services shall be governed by the law of the Czech Republic.

10.3 Settlement of Disputes. All disputes arising based on these Terms and Conditions shall be finally settled in civil legal proceedings before common courts of the Czech Republic.

10.4 Language Version. These Terms and Conditions are executed in Czech and in English. In case of contradiction between the Czech and English version of the Terms and Conditions, the Czech version shall apply.

10.5 Annexes. An integral part of the Terms and Conditions are Annexes No. 1 and 2 regulating the conditions of the Service providing the licence and sale of pictures.

10.6 Contract for the Provisions of Photographic Shots. Unless the contract on the provision of photographic shots concluded between FlyArt and the User states otherwise, the provisions of these Terms and Conditions shall be applied to the rights and obligations of the parties of this contract.

10.7 Severability Clause. If any provision of these Terms and Conditions are or shall become invalid or unenforceable as a whole or in part and is severable from the other provisions of these Terms and Conditions, such invalidity or unenforceability shall not affect the validity and enforceability of any other provisions of these Terms and Conditions . In such a case FlyArt shall replace such an invalid or unenforceable provision by a different provision which shall correspond as much as possible to the contents of the original provision .

10.8 Succession. The User shall assign or transfer his rights arising from Service Use with the consent of FlyArt, while the User's legal successor shall be bound by these Terms and Conditions.

10.9 Effect. This version of the terms and Conditions shall come into effect on 1 January 2016. In the event of any questions applying to these Terms and Conditions, the User may contact FlyArt at the e-mail address: Info@FlyArt.Pub.