

TERMS AND CONDITIONS OF THE LICENSE FOR USE OF THE WORK

Licensor: SMOVE sp. z o.o. with registered office in Knurów 44-190, ul. Przemysłowa 14, entered into the register of entrepreneurs kept by the District Court in Gliwice, 10th Economic Division KRS of the National Court Register under the KRS [National Court Register] number 0000522906, NIP [Tax Identification Number]: 9691611069, REGON [National Official Business Register]: 243670330

Licensee: natural person not conducting business activity, natural person conducting business activity; commercial law companies; which on the basis of contract of lending for use, purchase - sale agreement, lease agreement, tenancy agreement obtained a legal access to graphic and/or sound materials shared by the Licensor

hereinafter referred to as "**Parties**"

This contract stipulates as follows:

§ 1

1. The subject of this contract is granting by the Licensor to the Licensee a license for use and disposal of proprietary copyrights to the graphic and sound materials provided by the Licensor, which are a work in the meaning of Act on Copyrights and Related Rights of 04.02.1994 (consolidated text, Journal of Laws of 2017, item 880 as amended), referred to in section 1 point 1 of this paragraph, hereinafter referred to as the "Work".
2. The Licensor guarantees to the Licensee that all proprietary copyrights to the materials referred to in § 1 section 1 are the property of the Licensor.
3. The Licensor declares that granting of the license does not infringe rights of third parties and does not require their consent regarding the entirety or any part of the material.
4. In case of claims lodged by third parties regarding copyright of the entire or part of the material, legal responsibility shall be borne by the Licensor and the Licensee will be released from responsibility.

§ 2

1. The Licensor grants to the Licensee full, free-of-charge and non-exclusive license to use and dispose of the Work transferred by the Licensor on the respective fields of exploitation.

§ 3

1. The Licensor grants the Licensee the license to use the Work on the following fields of exploitation:
 - a. storage, viewing, displaying, reproduction of works transferred by the Licensor within their use for own use,
 - b. introduction of work introduced by the Licensee to the computer memory as well as to the memory of backup computers used in case of their configuration or in case of failure of the base computer,
2. The License does not entitle the Licensee in particular to:
 - a. resell, recede, disseminate the entirety or part of the Work provided by the Licensor or granting further license (sublicense),
 - b. lease, lending or tenancy
 - c. reproduction in any manner, using any method, save for making safety copies and storing these copies on backup computers and magnetic, digital and other carriers.
 - d. creation (design) of graphics and sound materials being the derivative of the work
 - e. reproduction of the Work in any manner, using any method, save for making safety copies and storing these copies on backup computers and magnetic, digital and other carriers.
3. This License:
 - a. is granted for the indefinite period,
 - b. is not limited in terms of territory,
 - c. in non-exclusive,
 - d. in free-of-charge,
 - e. does not entitle to grant sublicense,
 - f. in non-transferrable.

§ 4

1. Copying of the Work is permitted in the scope indicated in the License.

§ 5

1. The Licensor is not liable for damage related in any way with the manner of use of the Work, its failures, errors and also possible loss of information, data or data or damage, constituting a result of use of lack of possibility to use the Work.

§ 6

1. In case of infringement by the Licensee of the terms and conditions contained in this License, the Licensor has the right to withdraw the License with immediate effect after prior one-time and ineffective requesting the Licensee to cease the infringement.
2. In case of withdrawal of the License, the Licensee is obliged to cease using the Work and immediately destroy all copies of it.
3. All rights exceeding the scope of License granted to the Licensee are protected.
4. Infringement of the terms and conditions of the License entitles the Licensor to pursue his/her rights according to the copyright, civil law or criminal law.

§ 7

1. The license is granted at the moment of the Work entering into legal, compliant with the terms and conditions of this contract ownership by the Licensee.

§ 8

1. The Parties deem all provisions of this contract as valid and binding. If any provision of this contract proves to be or becomes invalid or unenforceable, it shall not affect the validity of the other provisions of the contract, unless the Parties would not conclude the contract without such provisions and amendment or supplementation of the Contract specified in section 2 below is impossible.
2. In the event any of the provisions of the contract proves to be or becomes invalid or unenforceable, the Parties are obliged to immediately amend or supplement the contract in a manner reflecting to the most accurate extent the intention of the Parties expressed in the provision deemed invalid or unenforceable.

§ 9

1. Invalidity or ineffectiveness of the provisions of this contract does not constitute invalidity or ineffectiveness of the entire contract or other its provisions subject to provisions of Art. 58 § 3 of the Civil Code.
2. In case of invalidity or ineffectiveness of one or more provisions hereof, the Parties will immediately undertake and will conduct good-faith negotiations regarding the replacement of the invalid or ineffective provision with a valid and effective one.
3. Provisions of section 1 and 2 of this paragraph shall be applied respectively if any provision of this contract becomes invalid or ineffective as a result of change of the law.

§ 10

1. If fulfilment of this contract or any obligations will be hindered or limited by force majeure, actions of government, public authorities or government agencies, fires, floods, explosions and other catastrophes, war, invasion, mass unrest or other violence and any other actions or conditions which are beyond control of any of the Parties, the subject Party will immediately inform the other Party and thus will be released from fulfilment of the contract proportionally to the level of limitation; however, under condition that the Party will make every effort to avoid, remove and limit the cause of failure of fulfilment and will continue fulfilling the contract immediately after removing these causes.

§ 11

1. In all matters not governed by this contract, the respective provisions of the Polish Civil Code and Act on copyright and related rights shall apply.
2. All modifications and amendments hereto must be made in writing or else shall be null and void.
3. The contract enters into force on the day of purchase.
4. All disputes between entrepreneurs that could result from this contract, will be subject to the jurisdiction of the court competent for the Licensor.