

# General Terms and Conditions to use the Company's services allphoto s.r.o.

## Content

- Terms of use for the website [www.allphoto.cz](http://www.allphoto.cz)
- PICTURE MATERIAL LICENSE AGREEMENT

## Terms of use for the website [www.allphoto.cz](http://www.allphoto.cz)

[www.allphoto.cz](http://www.allphoto.cz) is the company's home page of  
allphoto s.r.o.,

IČ 26179466, DIČ CZ26179466

with its registered office at Domově 52, 130 00 Prague 3

registered in the Commercial Register of the Municipal Court in Prague, Section C, Insert 77402 (hereinafter referred to as "ALLPHOTO"), which operates these Pages.

**By using this website, you agree to be bound by the following terms ("Terms of Use"). If you do not agree with these Terms and Conditions, it is necessary that you leave these pages (the "Pages"), do not use the files contained herein and / or do not pay for the services associated with their use.**

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### 1. Authorized uses

1.a) With this agreement, ALLPHOTO grants you a non-exclusive, non-transferable license for the use of your chosen image materials for 30 days ONLY for internal selection purposes and / or for pre-design. You can only create one copy of electronic data on your personal computer from a selected image material to create preliminary artwork.

1.b) You hereby agree to discontinue use of the Imaging Material immediately after the Term and to destroy its electronic data.

### 2. Prohibited uses

You are not allowed:

2.a) Grant your own licenses for image materials, distribute them, transmit them or proceed as such or in the form of a right to use them.

2.b) Decompile, decompile any part of image materials

2.c) Copy or reproduce image materials, except in particular referred to in paragraph

2.d) Remove copyright, trademark or watermark markings from any location where they appear on the imagery.

2.e) Present images in any digital format or for any digital use in a resolution higher than 72 dpi. Failure to comply with this prohibition will be deemed to be an attempt to redistribute image material that violates the terms of this Agreement.

2.f) Use image materials or any portion thereof as part of a trademark, service mark or logo.

2.g) Use image materials to compete with ALLPHOTO.

2.h) Use image materials in products or services where they may be used without the appropriate product or service.

2.i) Use image materials in any downloadable format for redistribution, such as website templates, software products, electronically distributed greeting cards, etc.

2.j) Use image materials in a manner that could be considered defamatory, pornographic, offensive, immoral, obscene, fraudulent or illegal, whether by technical adaptation, by attaching an accompanying text or otherwise.

2.k) Use image materials as part of any other use, including some sensitive topics defined by ALLPHOTO, such as all sexual affairs, sexually transmitted diseases, narcotics abuse, alcohol, tobacco, AIDS, cancer, mental illness, homosexual and

alternative lifestyles, physical and mental abuse, without ALLPHOTO's prior written consent. The use of visual material in relation to sensitive topics applies to both commercial and publishing activities. Model released is not a guarantee of granting rights to use image material in relation to sensitive topics.

2.l) Create stocks of unused materials and store them for future use.

### **3. Defining responsibility**

3.a) ALLPHOTO DOES NOT WARRANT ANY PRODUCT OR RELATED DOCUMENTATION, EXCEPT IN CASES THAT ARE PROVIDED IN THE END USER LICENSE AGREEMENT PART OF THE SUPPLIED SOFTWARE. IN THE EXTENT PERMITTED BY APPLICABLE LAW, THE CONTENT OF THE WEBSITE IS SUPPLIED "AS IS". THIS WARRANTIES ARE EXPRESSLY POSSIBLE IN ANY OTHER WARRANTIES, EXPRESS OR IMPLICITIVE, EXCEPT OTHER THAN ACCORDING TO THE PRECISION, ACCURACY, RELIABILITY, MERCHANTABILITY, SUITABILITY, AND COMPLIANCE WITH THE APPLICABLE LAW, REGULATIONS AND REGULATIONS, AND THESE WARRANTIES ARE THE ONLY THAT IN RELATION TO THE SITE AND THEIR CONTENT ALLPHOTO PROVIDES.

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3.d) allphoto COMPANY OR ANY OF ITS officers, directors, employees, licensors, suppliers or distributors will be liable for any indirect, INDIRECT, ECONOMIC OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE USE OF SOFTWARE OR INABILITY TO USE THIS SOFTWARE, which also applies WHEN ALLPHOTO WAS ALSO KNOWED ABOUT THE POSSIBILITY OF SUCH DAMAGES. AMOUNT OF LIABILITY allphoto, ITS OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, SUPPLIERS AND DISTRIBUTORS, NOT IN NO EVENT EXCEED THE AMOUNT PAID BY YOU FOR ACCESS TO THE SITE, OR FOR THE USE OF THE PRODUCTS OR THEIR WITHDRAWAL FROM THIS SITE. WHEREAS JURISDICTION OF CERTAIN COUNTRIES EXCLUDING OR LIMITATION OF LIABILITY FOR SUBSEQUENTLY INCIDENTAL OR INCIDENTAL DAMAGES ARE NOT, IT IS POSSIBLE THAT THE ABOVE LIMITATIONS DO NOT COVER YOU.

### **4. Product availability**

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### **5. Links to Third Party Sites**

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### **5. Further legislative information**

These Terms of Use are governed by and must be construed in accordance with applicable laws of the Czech Republic. They contain a complete stakeholder agreement on the use of the Site and supersede any other prior written or oral agreement / agreement between the parties in this regard and cannot be altered or terminated by oral means. The invalidity or unenforceability of any provision referred to in the Terms of Use shall in no way affect the validity or enforceability of the other provisions herein. ALLPHOTO reserves the right to terminate your use of the Site at any time without notice if it is concluded that you do not comply with any of the Terms of Use. Upon termination of your use of the Site, you must destroy any materials you have obtained from this Site, as well as all copies and relevant documentation. In addition, ALLPHOTO reserves the right to change or cancel the Site at any time without prior notice.

### **6. Trademarks**

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# VISUAL CONTENT AGREEMENT

This agreement is between

by **allphoto s.r.o.**

registered office: V Domově 52, 130 00, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File no. 77402 as a provider on the one hand (hereinafter referred to as the Provider)

and

The acquirer who is

- anyone who downloads visual content from [www.allphoto.cz](http://www.allphoto.cz), or

- who delivered his order to the Supplier and which is specified on the invoice (tax document) of which this sub-license is attached (hereinafter referred to as the Acquirer)

## I. Purpose and subject matter of the contract

1. The purpose of this contract is to regulate the rights and obligations of the parties arising from the Provider's obligation to provide a license transfer service for the use of image material to the extent specified by its activities and the Buyer's obligation to pay the Provider the agreed remuneration for such performance.
2. The subject of the contract is the provision of a license for image material protected by the Copyright Act No. 121/2000 Coll., As amended, to which the Provider, based on license agreements with their authors, provides the Licensee with the right to use the work (sublicense) in advance in writing and in the extent specified, in particular in terms of use, number of copies, duration of rights and territorial scope of rights.

## II. General License Terms

1. The Provider declares that he / she is the entity possessing a database of pictorial material which he / she has under license agreements with their authors and that he / she is entitled to exercise the copyright in this image material to such an extent that the use by the Licensee to the extent envisaged by this Agreement cannot constitute an unauthorized interference with the rights and legally protected interests of the authors of the visual material.
2. This license agreement is established upon delivery of an electronic order sent by the Licensee to the Provider's address - [info@allphoto.cz](mailto:info@allphoto.cz) and confirmed by the Provider or by creating an electronic order completed online at [www.allphoto.cz](http://www.allphoto.cz). The electronic order also includes a mutually agreed amount of contractual remuneration, specifically for each image material, as well as the scope of the use authorization.
3. The acquirer undertakes to include "allphoto.cz" in the imprint

## III. License RF Content License Terms:

a. The Licensee is permitted to purchase the license

1. Use visual RF content as many times, worldwide, as part of advertising and promotional materials, packaging, multimedia, including web design, broadcast, film / DVD and video, for publishing (including editorial purposes), for non-commercial use.
2. Visual RF content manipulate, edit or crop;
3. Use visual RF content in another manner approved by the Provider in writing

b. Based on the purchased license, Licensee is not permitted

1. Provide sublicense to re-acquire a license, to lease, to resell RF content to a third party
2. Copy or publish visual RF content to the network or spreadsheet or otherwise distribute or allow any of the visual RF content to be distributed or used by an unauthorized user without the prior written consent of the Provider or its authorized representative.
3. Use visual RF content to promote a company that sells or licenses visual content or otherwise competes with the Provider;
4. Distribute, sublicense or resell visual RF content to third parties, except if visual RF content is an integral part of the product or website you create, and only to the extent of the right to such product;
5. Display visual RF content in any digital format or for any digital use at any resolution greater than 72 dpi, other than for editing or pre-work;
6. Incorporate visual RF content into a logo, trademark or service mark: however, you may use the image in relation to other aspects of your business (eg, letterhead);

7. Use visual RF content in any way that could reasonably be considered pornographic, defamatory, offensive, or otherwise illegal
8. Use visual RF content to indicate that any model shown in the image personally uses or supports a product or service;
9. Use visual RF content displaying any model in any unreasonably controversial or unflattering context unless accompanied by a statement that the person is a model and visual RF content is used for illustrative purposes only;
10. Delete or change the copyright symbol, such as the name or identification number or any other information from the electronic file to which the image is delivered or any copies of those files;
11. Manipulate visual RF content or its digital format so that any part of the image can be decomposed or folded;
12. Make visual RF content available or use a digital format image so that the image can be used for multiple distributions through website templates, electronic greetings, or software products. If your intended use of the image exceeds the user rights in this chapter, contact the Provider.
13. Use, without prior written consent, visual RF content in commercial products, such as but not limited to calendars, posters or postcards, or other consumer goods, on packaging, and on demand.

#### **Editorial use of visual RM content**

1. RM's visual content, which is limited to editorial use, may not be used for any commercial, promotional, advertising or merchandising use without the Provider's prior written consent.
2. RM visual content limited to editorial use may be trimmed or otherwise modified for technical quality, provided that the editorial integrity of the licensed material is not compromised but may not be altered under any circumstances.
3. The Licensee may only create one (1) backup copy of high-resolution RM visual content for security purposes only, and may not, without the Provider's prior written consent, make any additional high-resolution visual RM content.

#### **VI. Delivery of visual content**

1. The visual content is delivered to the Acquirer in digital form.
2. The acquirer is not authorized to make the digitized visual content available to unauthorized persons. The acquirer is obliged to treat the visual content data to minimize the risk of misuse by a third party.

#### **VII. Reward for providing the license for visual content additional costs, payment terms**

1. The Provider is entitled to the Provider's contractual fee for the provision of a license to the picture material in the amount according to the mutually agreed electronic order specified in Article III. 2) of this Agreement.
2. The payment is made on the basis of an invoice issued by the Provider containing all the elements of a tax document in accordance with the valid legal regulations of the Czech Republic.
3. Value added tax will be charged according to the valid legal regulations of the Czech Republic.

#### **VIII. Sanction provisions**

1. If the Licensee uses the image material without closing the License, or sub-license agreement, or if the shot is used in violation of the license agreement, the Provider may require, in addition to the fee for use, a contractual penalty of up to twice the usual remuneration.
2. In the event of the Buyer's default with the payment of an invoice issued in accordance with Article IV., Subsection 10 of this Contract, the Purchaser's obligation to pay a contractual penalty of 0.05% per day of the outstanding amount is agreed.
3. The Provider's entitlement to compensation for any damage resulting from the breach of the obligation to which the contractual penalty applies is not affected by the payment of the contractual penalty.

#### **IX. Complaint conditions and withdrawal from the contract**

1. The parties have agreed that if the performance under this contract is defective and the defect is removable, the party who has performed may not claim a price discount if the defect is removable and the party performing the VI. f. (a) is prepared to remove such defect; VI. f. (b) without undue delay, commence an action to eliminate the defect; VI. f. (c) continue to do so; and VI. f. (d) remove the defect within a reasonable time and properly replace the subject of performance with a faultless one.
2. If the Licensee has acquired a license in the course of his business or other business, the Licensee is entitled to withdraw from the License within 5 days of the date of issue of the invoice upon payment of 50% of the price indicated on the invoice. Withdrawal from the Contract becomes effective upon delivery of a written notice of withdrawal to the Supplier. In the event that the Acquirer acquires a license, a private person is withdrawn, the withdrawal from the Contract is governed by the applicable regulations of the New Civil Code, Section 1829 of Act No. 89/2012 Coll. as amended.6.2

3. The Provider reserves the right to withdraw from the license if the User uses the licensed image material in violation of the agreed license or otherwise violates the terms of this Agreement. Withdrawal is effective at the moment of written notice of withdrawal to the Acquirer.

#### **X. Final Provisions**

1. This contract becomes valid and effective by downloading image material from the website [www.allphoto.cz](http://www.allphoto.cz) or by accepting an order delivered to the Provider's address. The Licensee's right to use the image material is agreed with the deferral condition to pay the agreed fee for the license to use such image.
2. This Agreement may only be amended in the form of written amendments signed by both Parties. Rights under this Agreement may not be assigned without the prior written consent of the other Party.
3. The Parties expressly confirm that the basic terms of this Agreement are the result of the Parties' negotiations and each Party has had the opportunity to influence the content of the essential terms of this Agreement.
4. For the avoidance of doubt, it is agreed that no promissory note may be used to meet the monetary debt under this contract.
5. If any of the provisions of this Agreement prove apparent (non-existent), the effect of this defect on other provisions of the Contract shall be assessed by analogy with Section 576 of the Civil Code.
6. Participants undertake to make every effort to resolve these disputes amicably in the event of content disputes and performance of this Agreement.
7. Disputes arising under or in connection with this Agreement shall be settled in the Czech Republic and in accordance with the laws of the Czech Republic.
8. If any obligation under this Agreement but not constituting it is or becomes invalid or unenforceable in whole or in part, it shall be fully separable from the other provisions of this Agreement and such invalidity or unenforceability shall have no effect on the validity and enforceability of any other obligations under this contract. The Parties undertake to replace this invalid or unenforceable separate obligation in the form of an addendum to this Agreement by a new valid and enforceable obligation, the subject of which shall, to the extent possible, correspond to the subject of the original separate commitment. However, if any obligation under this Agreement constituting an essential requirement thereof is, or at any time becomes, invalid or unenforceable in whole or in part, the Parties shall replace the invalid or unenforceable obligation under the new Agreement with such a new, enforceable and enforceable obligation. subject to the original obligation contained in this contract
9. This is the basic translation of the text from the Czech original. The Czech original text is binding for both contracting parties.