GENERAL CONTRACTUAL TERMS AND CONDITIONS

OF THE USE OF THE SERVICES OF PROFIMEDIA.CZ a.s.

1. Introductory Provisions

1.1 The company **Profimedia.CZ a.s.**, ID No: 288 18 741, with registered office in Pardubice, Zelené Předměstí, Nerudova 1668, Postcode 53002, registered in the Commercial Register maintained by the Regional Court in Hradec Králové, Section B, File 2994, (hereinafter referred to as "**Profimedia**"), provides under the terms and conditions products, services, Internet pages and applications to Users under the domain name profimedia.cz, profimedia.com, profimedia.sk, profimedia.hu and other domains operated by Profimedia (hereinafter referred to as "**Services**", individually also as "**Service**").

1.2 The relationship between Profimedia 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 or has under these Terms and Conditions registered or each person who has already registered in the past to use some specific Profimedia Service.

2.2 **Third Party**. A Third Party is any subject different from Profimedia 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 Profimedia Internet pages and applications posted on the Web Pages.

2.4 **Web Pages** (individually also referred to as the "**Web Page**"). The public Web Pages under the domain profimedia.cz, profimedia.com, profimedia.sk, profimedia.hu and other domains operated by Profimedia**.**

2.5 **Public Pages**. These shall mean Web Pages containing chats, blogs or discussion forums, or other similar applications to which the User may send his contribution (e.g. message, photograph, links, etc.).

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

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

2.7.1 **Profimedia Contents**. Profimedia 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 Profimedia as part of the Services which create the functional framework of the Services (form) and their contents.

2.7.2 **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.).

2.7.3 **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.

2.8 **User Account**. The User Account is set up by a successful registration and contains parameters of the Service Use (e.g. user name, selected e-mail address, Service setting, etc.).

3. Use of Services and User Registration

3.1 **Registration**. Registration is required for the Service Use of services where it is stated that registration is required for such use of Services on the Profimedia Web Pages.

3.2 **Registration Form**. In order to register a registration form must be filled in and sent. The registration form must be filled in sent only by a person over 18 years of age who is legally competent or a person under 18 years of age in the presence of his legal representative who shall also accept these General Contractual Terms and Conditions on his behalf.

3.3 **Registration Process**. The registration is done on the Web Page for the relevant Service where the registration process is described precisely. A visitor to the Services may also register even though he does not intend to use the related pages or Service yet.

3.4 **Registration Data**. During registration the User shall state his correct and full personal data. It shall not be possible to complete the registration and Use the Profimedia Services without providing the required personal data. The User may add, amend or adjust the provided data at any time. The User is aware that some of the provided data are classed as personal data in accordance with Act No. 101/2000 Coll. on Personal Data Protection. The provisions of Article V below shall be applied to these data.

3.5 **Acceptance of the GCTC**. Prior to completion of registration the User shall become acquainted with these General Contractual Terms and Conditions. Acceptance is an essential condition for completing registration and Service Use. The User expresses acceptance by ticking the box "I accept the General Contractual Terms and Conditions" which is found in the Registration Form. In order to exclude doubt, the parties declare that by registering the User expresses acceptance of these General Terms and Conditions, explicitly accepts all their provisions and shall observe the rules stated therein.

3.6 **Establishment of Contractual Relationship**. The moment of completion of registration (i.e. receipt of confirmation on the successful completion of registration) is the establishment of the contractual relationship between the User and Profimedia which shall be governed by these Terms and Conditions. This arrangement shall not affect the possibility of establishing a contractual relationship with the factual commencement of the use of the Services without prior registration.

3.7 **User Account**. By completing registration the User sets up a User Account.

3.8 **User Name**. The name which the User shall state during registration as his registration name shall authorise Profimedia to publish it in connection with the User's Contents provided by the relevant User.

3.9 **Extension of Data.** Profimedia shall be authorised at any time in future in connection with the provisions of the Services to change the extent of the required personal data for registration and demand disclosure of further data about the User. The Services cannot be used without the provisions of such further personal data. In such an event Profimedia shall be authorised to cancel the User's User Account and/or not to allow access to individual Services the use of which shall be subject to the disclosure of these further data.

3.10 **Terms and Conditions of Service Use**. In the event of any Service Use when no registration is required, 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. The contractual relationship shall arise the moment of commencement of Service Use.

3.11 **Public Pages**. Profimedia shall be authorised to require the provision of the User's further data to use the Public Pages. Profimedia may allow the User to create his profile on the Public Pages. Should the User remove his user profile Profimedia shall be authorised to remove all his provided User's Contents from the Public Pages.

4. Rights and Obligations

4.1 **User's Declaration**. The User declares and guarantees vis-a-vis Profimedia 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. Profimedia Contents, User's 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 register or commence use of other 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 Profimedia,

f) ensure the confidentiality of all identification data and passwords necessary for logging on the User and for access to the Services, and not disclose these identification data and passwords to any Third Party,

g) if he ascertains any misuse of his identification data and passwords by any Third Party, he shall immediately inform Profimedia 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 Profimedia 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 Authorisations of Profimedia.** Profimedia shall, regardless of other provisions of these Terms and Conditions, be authorised:

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, and this includes deletion, removal or denial of access to the User's Contents,

b) at any time according to its own judgment and without the need to inform the User in advance to cancel or block the User's User Account,

c) 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 Profimedia Contents,

d) ensure the protection of the Profimedia Contents against unauthorised use by applying a watermark, visibly, invisibly or electronically and

e) provide the Profimedia Contents with digital right management technology which shall allow the search or monitoring of the Profimedia 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 Profimedia Contents. The User is aware that based on these Terms and Conditions he is not authorised to use the Profimedia business name, its trademarks, logos, domain names or any other marks and business features of Profimedia.

4.5 **Banned Use of Services**. The User may not damage or disrupt, overburden or impair the function of the servers operated by Profimedia, or cancel the use of these servers or Third-party Services. The User may not in any way gain or attempt to gain any copies of the Profimedia Contents, any materials or information applying to the Services which are not or were not made public or provided via the servers operated by Profimedia.

4.6 **Licence to the User's Contents.** If the User in connection with the use of the Services, transfers to the Public Pages any texts, pictures, videos or other author's works (hereinafter referred to as the "**Subject of the Licence**"), hereby provides Profimedia, explicitly and voluntarily with free of charge and non-exclusive global and time unlimited licence to all methods of the use of the Subject of the Licence, especially authorisation to change, adjust, copy, distribute, transfer and disclose in a different way the Subject of the Licence to the public, or otherwise extend, depict, perform, reproduce, publish or otherwise make public, provide this authorisation and grant a sublicence or transfer the licence to the Subject of the Licence to Third Parties, and create collective or derived works.

4.6.1 The User declares and guarantees vis-a-vis Profimedia that he is authorised to provide Profimedia with a licence to the Subject of the Licence under these Terms and Conditions and that with the provision of such a licence the User and its use by Profimedia shall not result in a breach of the rights of third parties.

4.6.2 Profimedia shall not use the Subject of the Licence and shall be authorised to remove the Subject of the Licence at any time according to its own judgment from the Web Pages operated by Profimedia.

4.7 **Payment**. Some Services are offered by Profimedia 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 Profimedia and their authorised interests as well as generally recognised principles of the use of Services provided via the Internet.

4.8.2 The User shall always respect the rights of Profimedia 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 Profimedia contrary to these Terms and Conditions,

b) remove or change the notice of copyright or ownership or other notices and information contained in the Profimedia 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 Profimedia,

d) acquire the logon names and/or passwords of other Users or remove or change any identification data of other Service Users,

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, or create User Accounts which parameters (e.g. e-mail box address) may cause offence or be contrary to moral or ethical rules,

g) intentionally block any technology or tool of Profimedia serving to protect the Service Contents (*see* Article 4.3, e) and f) above),

h) without Profimedia'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 Profimedia or acquire or copy Profimedia Contents and Third-party Contents,

i) copy, reroute or otherwise misuse the Web Pages or any Profimedia 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 Profimedia 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 Profimedia 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 Profimedia and

m) attempt to act in any way prohibited herein.

4.8.4 The User is also explicitly prohibited from transferring to Profimedia (i.e. post, record, refer or otherwise disseminate) the User's Contents which:

a) infringe the intellectual property rights (copyright, rights relating to copyright, industrial rights, etc.) to other persons,

b) would result in unfair competition contrary to regulations regulating competition in economic relations or competition practices which may damage the good reputation or endanger the running or development of a competitor's business,

c) contain the unauthorised use of a trademark, business name and protected mark of origin appertaining to the exclusive right of a Third Party, or any mark which could be confused therewith,

d) contain any parts which incite or result in non-performance of the obligation imposed by the law or under the law, or crime or approves a crime or publicly proclaims the perpetrator of the crime,

e) contain any parts which solicit the abuse of addictive or hazardous substances, or support or encourage the abuse of such substances,

f) contain any parts which threaten other persons or a group of citizens with death, harm or damage of a great extent,

g) contain any parts which slander some nation, its language, some ethnic group or race, or group of citizens for their political conviction, belief or because they are without belief,

h) contain any parts which encourage hatred of some nation, ethnic group, race, religion, class or other group of people or limit the rights or freedoms of their members,

i) contain an alarming report which is untrue,

j) contain pornographic works or allow young people under eighteen access to any pornographic works,

k) contain false data about another person which may considerably endanger the gravity of this person among co-citizens, especially damage at work, disrupt his family relations or cause other serious injury,

l) support or promote a movement which provably aims to suppress human rights and freedoms or proclaims national, racial, religious or class hatred or hatred of another group of people or publicly displays sympathy for these movements,

m) deny, doubt, approve or attempt to justify Nazi or Communist genocide or other crimes against humanity and

n) are in any other respect contrary to good morals.

4.9 **Sanctions**. Should the User use any Service contrary to these Terms and Conditions, Profimedia 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**. Profimedia collects processes and monitors the personal data of individual Users for the purpose of creating and maintaining the User Account or User's Profile and 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.** Profimedia shall be authorised to demand provision of personal information in connection with the User's registration and for creating the User Account and User's Profile and in connection with the provisions of further Services to the User (e.g. for the purpose of settling the order of Services and issue of invoices, settlement of access to applications posted on the Web Pages, and so on).

5.1.3 **Provision of Sensitive Data**. The provision of any sensitive data is not mandatory. Profimedia 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**. Profimedia shall collect and store the personal data entered by the User via electronic information carriers in a secured database. Profimedia 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. Profimedia declares that it shall take all the possible, *i.e*. known measures to protect these data against the unauthorised intervention of Third Parties.

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

5.2.2 Profimedia shall not bear responsibility for the User's personal data accessed on the Public Pages. The User is aware that Third Parties shall have access to such accessed data and they may use these data for sending unwanted mail (spam) or in another way.

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

5.3 **Limitation of the Handling of Data**. Profimedia 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 registration (i.e. filling in the registration form, ticking the box and sending the filled in registration form), and/or creating a profile, and/or ordering goods or Services offered by Profimedia on Web Pages (i.e. by filling in an order form) or commencement of the use of other Services for which Profimedia 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 Profimedia 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, Profimedia 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 Profimedia 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 Profimedia to administer the Web Pages, for monitoring the activity of Users by the Web Pages and for collecting demographic data about the user base. Profimedia shall be authorised 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 registration and/or creating a profile and/or ordering goods and Services offered by Profimedia on the Web Pages or commencement of the use of other Services for which Profimedia 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 Profimedia (e.g. the Profimedia 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 Profimedia with the Services. Profimedia shall provide the personal data of Users to entities that provide Profimedia 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 authorise 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 Profimedia's registered office. After the withdrawal of consent Profimedia 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 registration and /or creation of the profile, and/or order of goods or Services offered by Profimedia on the Web Pages and/or commencement of the use of other Services for which Profimedia requires the

provision of personal information, to request information from Profimedia applying to the processing of his personal data. In such a case Profimedia shall provide the User with information to the extent set in the PDPA. Should the user believe that Profimedia is processing his personal data contrary to the PDPA, he shall have the right to ask Profimedia (or the Processor, if this concerns a person different to Profimedia) for an explanation, or ask Profimedia (or the Processor) to remove this arisen situation. This may concern the blocking, repair, addition or removal of personal data. The User shall be authorised to contact the Office for Personal Data Protection with its suggestion.

5.11 **Provision of Personal Data**. The User is aware that Profimedia 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). Profimedia shall also be authorised, should this be necessary, to provide access to personal data for the protection of the rights of Profimedia 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 Profimedia and related entities for the development and operation of the provided Services. Profimedia shall be authorised 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 Profimedia and it shall be authorised to change them without prior warning at any time.

6.1.2 The Advert represents the Third-party Contents, and Profimedia shall therefore not be liable in any way for the contents of the Advert. In order to exclude any doubt, the parties declare that Profimedia shall not be liable for any damage incurred by the User as a consequence of the existence, incompleteness, inaccuracy or non-topicality of any Advert or as a consequence of the relationship of the User with the sponsor of the Advert or seller of the advertised goods or Services.

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 Profimedia shall be authorised 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 Profimedia 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 Profimedia 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 Profimedia, and also about the products and services of Third Parties.

6.3 **Advertising Footers**. Under the ICA the User also agrees with the fact that Profimedia shall be authorised to send the User to the User's e-mail address stated during registration and/or when creating the profile (or its change), and/or when ordering goods or services of Profimedia on the Web Pages (i.e. when filling in the order form) and/or during commencement of the use of other Services for which Profimedia requires the User's e-mail address, business communication in the form of advertising footers and advertising communication, i.e. short communication attached to incoming electronic mail.

6.4 In the event that the User shall want to withdraw his consent to sending Adverts, he shall inform Profimedia of this fact via his e-mail address: customer_service@profimedia.com or via tel.: +420 466 897 120 or via instructions stated in the e-mails containing business communication.

7. Exclusion of Liability

7.1 **Exclusion of Guarantees**. The Services provided by Profimedia to the User shall be provided "as they are". Profimedia shall not provide the User with any guarantee regarding the Services, Profimedia Contents and Third-party Contents, especially any guarantees regarding the functionality and availability of the Services. Profimedia 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) Profimedia Contents or Third-party Contents are precise or correct and not infringe any Third-party right and

e) any part of the Profimedia 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 Profimedia 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 Profimedia Contents and

b) take further appropriate measures.

7.2.2 Profimedia 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, Profimedia Contents or Third-party Contents.

Profimedia 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 authorised licensed Profimedia 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.

Profimedia 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 Profimedia 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, Profimedia 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 Profimedia 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 Profimedia 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 Profimedia incurs in connection with the Contents that the User posts on the Web Pages.

7.6 **Contractual Fine.** In case of the unauthorised use of such a part of the Profimedia 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 Profimedia a contractual fine of 20.000 CZK (in words: twenty thousand Czech crowns). Payment of the contractual fine shall not affect the right of Profimedia to demand the relevant compensation for damage including damage exceeding the contractual fine and enforcement of further rights which Czech legislation provides Profimedia in this context. The contractual fine for the unauthorised 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. Acceptance can be expressed either directly by clicking on the button expressing acceptance of the wording of these Terms and Conditions or factually whereby the User shall begin to use any of the 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**. Profimedia shall be authorised at any time to unilaterally change the contents of these Terms and Conditions. Profimedia 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 and/or sending the notice of the change to the Terms and Conditions to the User's e-mail address stated during registration and/or during the creation of the profile (or their change), and/or during the order of the goods or Services of Profimedia on the Web Pages and/or during commencement of the use of other Services for which Profimedia requires the User's e-mail address.

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 Profimedia, however in relation to each User only in case that the User accepts such a change. The User shall show acceptance either by clicking on the relevant button expressing acceptance of the change to the Terms and Conditions or continuing to use the Services even after the date stated by Profimedia 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 Profimedia as the date of the effect of the change to the Terms and Conditions.

8.2.3 In order to exclude any doubt, the parties declare that the User who had already registered in the past to use any of the Services before the date of the effect of these General Contractual Terms and Conditions and continues to use the Services based on the original registration shall become the User under these General Contractual Terms and Conditions and it shall be deemed that he registered in accordance with Article III of these Terms and Conditions.

9. Miscellaneous

9.1 **Infringement of the User's Rights.** In case that the User ascertains that his copyright is being infringed on the Web Pages, he shall inform Profimedia of such infringement by notice containing: a) the physical or electronic signature of the owner of the copyright or person authorised to act as the copyright owner's representative, b) a description of the work or works to which the claimed copyright protection applies and according to the User is being infringed, just as the identification of the material which contains this infringement, c) a description of the place where this material is found on the Web Pages, d) additional information allowing Profimedia to contact the User (such as a home address, telephone number and e-mail address) and e) further information which the User requests from Profimedia in this respect. In case that Profimedia concludes that the User's rights are being infringed on the Web Pages, the User shall be contacted to be informed of the further procedure by Profimedia.

9.2 **Relationship to Third Parties:**

9.2.1 **Contents of Third Parties.** Profimedia 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. Profimedia 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 Profimedia and Profimedia 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. Profimedia shall

not be liable for any form of transmission accepted from any Third-party Server. The connection of Third-party Servers with Profimedia Services shall not mean that Profimedia approved the contents of these Servers or was in any way connected with their operators.

9.2.3 **Access to Personal Data and the User Account**. The personal data shall be accessed by the Third-party Server only in case that the User shall logon to this server to connect to the Service and shall provide the Third Party with his consent to process personal data. As soon as the Third-party Server which was granted consent under the previous sentence, requests Profimedia for access to the User's data, these data shall be encoded and securely sent to this server using the latest encoding technology. The User is aware that any messages or information sent to the Web Pages may be examined or intercepted by Third Parties, and in the event of any special notice about coding this information (e.g. financial information) and any personally identifiable information which he provides in connection with the Public Pages may be read, recorded or used by other users of the Public Pages and may be used to send unwanted messages (spam).

9.2.4 **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.

9.3 **Lightbox**. The Lightbox service is available on the Web Pages. Any Profimedia Contents provided to the User for the purpose of Lightbox shall remain the property of Profimedia and the User shall not acquire any copyright or other right to it, with the exception of the right to access to the Lightbox Contents of Third Parties. At the User's request and his responsibility Profimedia shall contact the Third Party appointed by the User via the e-mail address provided by the User. The User and the Third Party to which the Lightbox was accessed shall not be authorised to copy and disseminate or disclose in the Lightbox the located Profimedia Contents.

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 Profimedia 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 Profimedia and marked by Profimedia as "confidential" or otherwise similarly described or information which, in view of its contents, can be considered confidential, the User shall not be authorised to disclose or otherwise make public without the prior written consent of Profimedia, 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 Profimedia.

10. Final Provisions

10.1 **Communications**. All communications between Profimedia and the User may be made either in writing (in case of Profimedia 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 Profimedia by delivery to its e-mail address customer_service@profimedia.com and in case of the User to the e-mail address stated during the use of the Services). Communications made by Profimedia in relation to one or more Users may also be made by Profimedia 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 Profimedia and the User shall be carried out via telephone or via similar services enabling remote voice transmission (in case of Profimedia by calling the telephone number +420 466 897 120 and in case of the User by calling the telephone number stated when using the Services).

10.2 **Governing Law and Conflicting Norms**. These Terms and Conditions as well as all legal relations arising or which arise in future between Profimedia 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 Profimedia 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 Profimedia 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 Profimedia, 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 June 2011.

In the event of any questions applying to these Terms and Conditions, the User may contact Profimedia at the e-mail address: customer_service@profimedia.com.

Annex No. 1

SPECIAL CONTRACTUAL TERMS AND CONDITIONS

FOR LICENCING CONTRACTS TO WORKS

1. Introductory Provisions

1.1 **Profimedia.CZ a.s.**, ID No: 288 18 741, with registered office in Pardubice, Zelené Předměstí, Nerudova 1668, PSČ 53002, registered in the Commercial Register maintained by the Regional Court in Hradec Králové, Section B, File 2994, (hereinafter referred to as "**Profimedia**"), provides under the terms and conditions hereunder to Users of products, services, software, Internet pages and applications under the domain name profimedia.cz, profimedia.com, profimedia.sk, profimedia.hu and other domains operated by Profimedia (hereinafter referred to as "**Services**", individually also as a "**Service**").

1.2 Part of the offered Services of Profimedia is to provide a licence to Profimedia Contents, i.e. to picture material – photographs, illustrations, graphics logos and video recordings (hereinafter referred to as a "**Clip**") or other works, including related metadata, texts, shots and information on the Web Pages (hereinafter just "**Works**").

1.3 The relationship between Profimedia and the User when concluding a licence contract for the provision of a licence to Works shall be governed by the General Contractual Terms and Conditions available at the address www.profimedia.cz and by these special licence terms and conditions (hereinafter referred to as the "**Special Licence Terms and Conditions**") which are part of the General Contractual Terms and Conditions. Unless these Special Licence Terms and Conditions state otherwise, the General Contractual Terms and Conditions shall be applied to the rights and obligations of Profimedia and the User. The extent of the licence to the Works which Profimedia provides to Users (hereinafter referred to as the "**Licence**") is specified in these Special Licence Terms and Conditions, on the Web Pages applying to individual Works and in the tax document issued by Profimedia to the User in relation to the price of the Licence which confirms the extent of the Licence ordered by the User (hereinafter referred to as the "**Invoice**").

1.4 Each User shall become acquainted with the General Contractual Terms and Conditions, including these Special Licence Terms and Conditions before concluding a licence contract for the provision of a Licence for Works. By ordering the Licence the User accepts the General Contractual Terms and Conditions and these Special Licence Terms and Conditions, and shall follow them. If the User shall not accept these Special Licence Terms and Conditions or the General Contractual Terms and Conditions, he shall refrain from ordering the Licence.

1.5 Besides the Licence, the User shall not acquire any further rights to the licensed Works. All rights provided by the Licence shall remain the property of Profimedia. The User shall not be authorised to use the Work as a trademark, business name or other business mark.

1.6 Unless explicitly stated otherwise, the terms used in these Special Licence Terms and Conditions shall have the meaning defined in the General Contractual Terms and Conditions. In order to exclude doubt in the case of the Service of provision of a Licence to Works the User is considered to be the customer of the Licence to Works. Unless stated otherwise in the Special Licence Terms and Conditions, Works shall mean RM Works and RF Works and a Clip (as defined below).

2. Rules of the Provision of a Licence to the Works

2.1 **Works**. Individual Works to which the User may acquire a Licence from Profimedia are found in catalogues on the Web Pages. The User is aware that Profimedia is authorised to change these catalogues (e.g. removal or addition of catalogue items) and cannot give a guarantee to the User that its licensed products shall be always available on the Web Pages. The User is aware that the Works are licensed by Profimedia as they are, i.e. in such a form and to such an extent (i.e. individual methods of use, territorial and time extent of rights to Works), as stated on the Web Pages applying to individual Works. In case that the User shall be interested in acquiring the rights to Works to a different extent than as offered by Profimedia, he shall be liable for the acquisition of such rights from Third Parties.

2.2 **Order**. The Licence to the Work shall be ordered by the User by filling in and sending the order form. The sent Licence order shall be a proposal for concluding the licence contract. The licence contract shall be concluded the moment of confirmation of the User's order by Profimedia. Profimedia shall confirm the User's order by the User's e-mail address stated in the order or in a different way as agreed by the parties.

2.3 **Cancelling the Order**. The User shall be authorised to cancel his order without stating a reason right up to the moment of delivery of confirmation of the User's order by Profimedia.

2.4 **Prices and Method of Payment and Control of Performance**. The price of the Licence to individual Works, besides the RM Works (as defined below), is stated on the Web Pages applying to the individual Work. The price of the Licence to the Work shall apply the moment the order is made by filling in and sending the order form. The price for RM Works shall be determined by agreement between the parties depending on the User's ordered methods of use of RM Works, time and territorial extent of the use of RM Works and duration of the required Clip. The User may make payment of the price for the Licence by the method stated in the order form or other method which shall be agreed by the parties. The price for the Licence is payable within 30 days as of the date of issue of the Invoice or by the due date stated in the Invoice according to which due date shall come first. The User shall enable Profimedia at its request within 5 working days access to his accounting records for the purpose of checking the use of the licensed Work.

2.5 **Late Payment of the Licence Price.** In case that the User shall not pay the price or part of the price for the Licence within the time limit stated in Article 2.4 above, the User shall pay Profimedia interest for late payment of 0.05 % of the outstanding amount daily. In case that the User shall be a natural person-consumer the interest shall be determined in accordance with valid legislation. If the Licence shall not be duly repaid, Profimedia shall be authorised to charge the User on top of the outstanding payment and interest for late payment also a contractual fine of 1.5% of the outstanding amount monthly.

2.6 **Effect of the Licence and Access to the Work.** Unless stated otherwise, Profimedia shall immediately after payment of the Licence price send the URL Work link to the User. Through this link the licensed Work shall be made available to the User for the duration of the Licence, however no longer than 90 days as of the date the link was sent. In case that such an accessed digital copy of the Work shall contain laws (besides such flaws which are an integral part of the Work) Profimedia shall, according to its judgment, provide the User a corrected copy of the Work or substitute copy of the Work. Should Profimedia judge that it shall not be possible to provide a substitute copy of the Work it shall refund the User the price for the Licence provided that the User did not use the licensed Work. The Licence shall come into effect the moment of delivery of the link (i.e. the User shall be authorised to use the Work to the specified extent).

3. **Extent of the Licence.**

3.1 **Profimedia's Declaration**. Profimedia declares that it is authorised to provide the User with the Licence in the extent stated in these Special Licence Terms and Conditions and/or on Web Pages applying to individual Works and in the Invoice (hereinafter referred to as the "**Extent of the Licence**"), and that the use of the Work within the Extent of the Licence shall not infringe any copyright, proprietary or other rights of Third Parties.

3.2 **Extent of the Licence**. The Extent of the Licence shall not include, unless stated otherwise, permission of persons to use their picture shots or other records and authorisation to use other author's works (e.g. music or art works) captured on picture material (or other movable or immovable objects captured on picture material). The User shall be responsible for considering whether further permission or authorisation and for acquisition of relevant authorisations to the valid use of Works with such contents.

3.3 **Rights-managed Works (RM).** Profimedia provides a non-exclusive limited licence to the Works marked on the Web Pages as "Rights-managed" and/or "RM" for the methods of use and in the territorial and time extent agreed by the parties based on the User's order. The price of the Licence to an RM Work shall be determined depending on the extent of the use of the Work in the Licence and in case of the Clip also on the duration of this Clip. If agreed by Profimedia and the User, Profimedia shall provide the User with an exclusive License to RM Work for limited or unlimited methods of use.

3.4 **Royalty-free Works (RF).** Unless stated otherwise, Profimedia provides a non-exclusive global licence with no time limitation to Works marked on the Web Pages as "Royalty-free" and/or "RF", and for all known methods of use of the Work at the time of the order including authorisation to combine a Work without change or after processing or another change with other works and use of such a created work (hereinafter referred to as the "**Final Work**") to the extent and by the methods stated for the use of the Work. The price for the Licence to RF Works is determined as a single lump-sum charge.

3.5 **Restricted Licence for the Use of "Comp".** Profimedia shall grant these Users a free licence for a period of 60 days for the purpose of downloading copies of the Work and assessment of whether the User in interested in purchasing the Licence to a certain Work (hereinafter referred to as "**Comp Work**"). In case of an unregistered User, the User shall be authorised to download Comp Work only with a visible watermark. Profimedia may make the Comp Work accessible without a visible watermark only to registered Users. The User shall not be authorised to use Comp Work picture material in any publicly distributed materials (not even within the User's company). If the User shall not purchase the Licence to Comp Work picture material, he shall delete Comp Work or otherwise remove all copies of Comp Work upon expiry of the 60 days after downloading Comp Work.

3.6 **Sublicence**. Unless stated otherwise, the User shall not be authorised to transfer the Licence or any part thereof to the Works or assign it to a Third Party. The User may authorise his employees or suppliers to process the Work in accordance with the Licence provided he makes sure these persons observe the Terms and Conditions and Special Licence Terms and Conditions. The User shall be responsible to Profimedia for the infringement of the Licence by his employees or suppliers.

3.7 **Change to the Extent of the Licence.** The Parties may agree on extending the Extent of the Licence. The price for the extended Extent of the Licence to the Work shall be determined by agreement between the parties.

3.8 **Licences to the Final Work**. The User hereby provides Profimedia with a free non-exclusive and time unlimited licence to the Final Work for the purpose of the use of the Final Work in samples and presentations for the marketing purposes of Profimedia, with effectivity as of the moment of the creation of the Final Work. The User shall provide or otherwise access the Final Work to Profimedia immediately after the Final Work is created. The Final Work for the purpose of the Special Licence Terms and Conditions shall also mean a work created by the User based on the RM Work provided that the User shall be authorised in the Licence to such use of the RM Work.

4. **User's Obligations**

4.1 **Information about the Copyright.** Should the Work be used in accordance with the Licence for publication in the media or other publication and/or dissemination, the User shall mark this Work with information applying to the author of this Work and Profimedia in the format: "©name of the author /name of the collection/Profimedia" or in a different format stated on the Web Pages applying to the specific Work, and shall also visibly attach this notice to the licensed Work. In case of a Clip the User shall attach such a notice in the production and subtitles of the Clip or other work in which the Clip was used in a format comparable to any other similar notice. Should the User breach this provision he shall pay Profimedia for each such breach a contractual fine of double the price of the Licence for the specific Work to which the above notice was not duly attached. Profimedia's right to demand the relevant compensation for damage shall not be affected by payment of a contractual fine, including damage exceeding the amount of the contractual fine, and enforcement of further rights which Czech legislation provides to Profimedia in this context.

4.2 **Prohibited Use of the Works**. The User shall not use Works to the extent other than stated in the Licence. Unless stated otherwise in the Licence the User shall not adjust or change the licensed Work, with the exception of the standard change of colour or minor cuts due to limited space. The User shall ensure that the Final Work shall not infringe the copyright or other rights of Third Parties. In case the Work is combined with a different author's work or different material or information, or different processing of the Work, the User shall be liable for any infringement of the rights of Third Parties arising from such processing of the Work. Neither the Work nor the Final Work shall be used for illegal purposes or purposes contrary to good morals. The User shall not be authorised to use the Work or Final Work in a pornographic work, for offending another person or nation, ethnic groups, races, religions, beliefs, political convictions, etc. or for the purpose of supporting a movement promoting human rights and freedoms. In case of breach of this provision the User shall pay Profimedia a contractual fine of ten times the price of the Licence for the Work which the User used without authorisation. Profimedia's right to demand the relevant compensation for damage shall not be affected by payment of a contractual fine, including damage exceeding the amount of the contractual fine, and enforcement of further rights which Czech legislation provides to Profimedia in this context.

4.3 **Disclosure of the Work.** In case that the User shall be authorised to disclose the Work via the Internet or via a different online media the User shall ensure protection of the Work, especially against copying the Work. In case of a Clip the User shall ensure that such a Work remains in the direct production of the User for which a Licence was purchased, and shall not be sought out according to the shot and downloading for transmission in comparable quality.

4.4 **Back-up.** The User shall be responsible for the backup of the Works to which the User was provided with a Licence from Profimedia in accordance with the Special Licence Terms and Conditions.

4.5 **Copy of the Work.** After the termination of the validity of the Licence the User shall delete all the digital copies of the licensed Work, with the exception of 1 digital copy of the Final Work which the User shall be authorised to retain for the purpose of archiving.

5. Damage Compensation

5.1 **Damage Compensation**. Profimedia shall be liable to the User – consumer for damage caused by the breach of Profimedia's Declaration under Article 3.1 above. In case of the User who acquired a Licence in connection with his business or other entrepreneur's activities, Profimedia shall be liable for any damage caused by the breach of Profimedia's Declaration under Article 3.1 above only provided that such a User informs Profimedia of such damage within 10 days as of the date when he learned of such damage. The parties have agreed that the extent of the compensation for damage to the User who acquired the Licence in connection with his business or other entrepreneur's activities, as a consequence of one or more breaches of Profimedia's Declaration under Article 3.1 above shall be limited by the amount of ten times the price of the Licence actually received by Profimedia from the User, while this amount shall correspond to the damage caused by the User which the parties may reasonably envisage in this context while bearing in mind all the facts which they may or should know at the time of the provision of the Licence.

5.2 **Claims of Third Parties**. The User shall inform Profimedia of the enforcement of the claim of Third Parties to the User in connection with the use of the Work according to the Licence. Profimedia shall hereby be authorised to represent the User in connection with this enforced claim of a Third Party, including legal or arbitration proceedings.

6. Withdrawal from the Licence.

6.1 **Withdrawal of the User.** Should the User be a person who is acquiring a Licence as part of his business or other entrepreneur's activities, such a User shall be authorised to withdraw from the Licence only within 2 days as of the date of the issue of the Invoice after payment of 50% of the price of the Licence stated in the Invoice. The User shall pay Profimedia all the costs which Profimedia spends on providing a Licence such as charges for processing, handling, transport, etc. The withdrawal shall come into effect the moment of delivery to the User of Profimedia's notice of withdrawal from the Licence. In case that the User shall be a person which shall not be acquiring a Licence as part of his business or other entrepreneur's activities, such a User shall withdraw from the Licence in accordance with the provisions of Section 53 (7) of Act No. 40/1964 Coll., the Civil Code, as amended.

6.2 **Withdrawal of Profimedia**. Profimedia shall withdraw from the Licence in case that the User shall use the licensed Work contrary to the agreed Licence and these Special Licence Terms and Conditions, or otherwise breaches his obligations stated in these Terms and Conditions or Special Licence Terms and Conditions. The withdrawal shall come into effect the moment of delivery to the User of Profimedia's notice of withdrawal from the Licence.

7. Termination of the Licence.

7.1 **Notice**. The User – consumer who did not acquire a Licence as part of his business or other entrepreneur's activities, is entitled to terminate the Licence, the term of duration of which exceeds 1 year, with a termination period of 1 month, which shall commence the following day after receipt of a written term of notice to the other party. The User, who did acquire a Licence

as part of his business or other entrepreneur's activities is entitled to terminate the License in cases stipulated by legal regulations.

8. Effect.

8.1 This version of the Special Licence Terms and Conditions comes into effect on 1 June 2010.

Annex No. 2

SPECIAL CONTRACTUAL TERMS AND CONDITIONS

FOR THE PICTURE SALE SERVICE

1. Introductory Provisions

1.1 **Profimedia.CZ a.s.**, ID No: 288 18 741, with registered office in Pardubice, Zelené Předměstí, Nerudova 1668, Postcode 53002, registered in the Commercial Register maintained by the Regional Court in Hradec Králové, Section B, File 2994, (hereinafter referred to as "**Profimedia**"), provides under the terms and conditions hereunder to Users of products, services, software, Internet pages and applications under the domain name profimedia.cz, profimedia.com, profimedia.sk, profimedia.hu and other domains operated by Profimedia (hereinafter referred to as "**Services**", individually also as a "**Service**").

1.2 Part of the offered Services of Profimedia shall be the sale of picture material – photographs in tangible form, individually adjusted according to the User's wishes (hereinafter referred to as the "**Pictures**", individually also as the "**Picture**") for personal use (hereinafter referred to as the "**Sale**"). The photograph catalogue, including the possibility of their individual adjustment in tangible form shall be presented on the Web Pages applying to the Pictures (hereinafter referred to as the "**Catalogue**").

1.3 The relationship between Profimedia and the User of the Sale shall be governed by the General Contractual Terms and Conditions of Profimedia available at the address www.profimedia.cz and these Special Terms and Conditions of the Sale Service (hereinafter referred to as the "**Special Sale Terms and Conditions**"). Unless these Special Sale Terms and Conditions state otherwise, the General Contractual Terms and Conditions shall be applied to the rights and obligations of Profimedia and the User.

1.4 Each User shall be obliged, before commencing with the use of the Sale to become acquainted with the General Contractual Terms and Conditions and these Special Sale Terms and Conditions. By using the Sale the User agrees with the General Contractual Terms and Conditions and these Special Sale Terms and Conditions and shall follow them. Should the User not accept these Special Sale Terms and Conditions or General Contractual Terms and Conditions he shall refrain from using the Sale.

1.5 Unless stated otherwise the terms used in these Special Sale Terms and Conditions shall have the meaning defined in the General Contractual Terms and Conditions. To exclude any doubts in the case of Sale the user shall be considered the purchase of the Pictures.

2 Rules for the Provision of the Picture Sale Service

2.1 **Picture Catalogue**. The User of the Sale of Pictures is aware that Profimedia shall be authorised to change the Catalogue (e.g. removal or addition of Pictures and the methods of their adjustment) and shall not make a guarantee to the User for placing and making the pictures available in the Catalogue.

2.2 **Order**. The User shall order the Picture by filling in and sending the order form. The sent order of the Picture shall be a proposal for concluding a purchase contract. The purchase contract shall be concluded the moment that Profimedia confirms the User's order. Profimedia shall confirm the User's order by the User's e-mail address as stated in the order or in a way agreed by the parties.

2.3 **Cancelling the Order**. The User shall cancel the order without stating a reason up to the moment of delivery of Profimedia's confirmation of the User's order.

2.4 **Prices of the Pictures and Method of Payment**. The price of the Picture shall be stated on the Web Page applying to the individual Picture. The amount of the price of the Picture shall be valid the moment of making the order by filling in and sending the order form. The price of the Picture shall include the costs of delivery of the Picture to the User within the Czech Republic or to another country which will be stated by Profimedia in the order form to the Picture on the Web Pages. The User can pay the price of the Picture stated in the order form or by a different method which shall be agreed by the parties.

2.5 **Delivery of Pictures**. Profimedia shall deliver the ordered Pictures to the User within the Czech Republic or other country stated by Profimedia in the order form to the Picture on the Web pages through Third Parties (by transport contractor). The costs of delivering the Picture to the user within the Czech Republic or other country stated by Profimedia in the order form shall be included in the price of the Picture. Ensuring delivery of the Picture on the territory of a different country than the Czech Republic (or other country stated by Profimedia in the order form) and the costs of this delivery shall be agreed by the parties.

2.6 **Delivery Period**. The delivery period of the ordered Pictures shall be 30 days as of Profimedia's confirmation of the order unless Profimedia states a different period in the confirmation of the order. The Picture shall be considered delivered once it reaches the User's delivery address as stated in the order.

2.7 **Acceptance of the Picture.** The Picture shall be considered accepted once the transport contractor's delivery note is signed. By signing the transport contractor's delivery note the User shall confirm that the accepted Picture has been delivered undamaged.

2.8 **Guarantee Period and Reclamation**. The guarantee period shall commence with the acceptance of the Picture. The guarantee period shall be 2 years. The guarantee shall not apply to normal wear and tear of the Picture caused by its use. In case of a flaw on the Picture found in the guarantee period which was not caused by normal wear and tear or the inappropriate use of the User, the User shall be entitled to reclaim the Picture. When reclaiming the Picture the User shall contract Profimedia at its registered office's address or at its e-mail address: customer_service@profimedia.com or filling in and sending the reclamation form available on the Web Pages. Once he contacts Profimedia the User shall be informed of the further procedure, especially the address where the User shall send the flawed Picture. Profimedia shall settle the reclamation within 30 days in accordance with the relevant provisions of Act No. 40/1964 Coll., the Civil Code, as amended, (hereinafter referred to as the "**Civil Code**"). Profimedia shall inform the User by telephone or e-mail of the procedure and method of settling the reclamation.

3. Withdrawal from the Purchase Contract

3.1 In view of the fact that a Picture is altered according to the wishes of the User, the User shall not be authorised, in accordance with the provisions of Section 53 of the Civil Code, to withdraw from the contract and return the ordered Picture to Profimedia.

4. Effect.

4.1 This version of the Special Terms and Conditions of Sale comes into effect on 1 June 2010.