

**LICENCE
for using photographs or collections of photographs
presented on the website
PHOTOPLASTICON.COM**

I. DEFINITIONS AND GENERAL STIPULATIONS

§ 1.

The meaning of expressions used in the present agreement:

- 1) Licensor – Mirosław Kaczmarek, Przemysław Kaczmarek – the owner of the company called PHOTOPLASTICON s.c. based in Poznań, in Startowa Str 8, 60-745 Poznań, TIN: 781-179-55-86, entered in the Business Activity Register kept by City Department Poznań with the number 35949/2004/s end 52964/2007
- 2) Licensee – a natural or legal person that acquires the right to use the licence object according to regulations determined in the present contract.
- 3) The licence object – a photograph or a collection of photographs that the Licensor makes available in their offer presented on the website PHOTOPLASTICON.COM or through electronic mail.
- 4) The licence document – the present document available on the website PHOTOPLASTICON.COM.

§ 2.

1. It is possible to use the licence object only under the present agreement and on conditions determined in it.
2. The licence object in the form of a single photograph or a collection of photographs constitutes a work as defined in Copyright and Related Rights Act of February 4, 1994 (uniform text, Journal of Laws of 2006, no. 90, item 631 with changes).
3. Licensor declares that:
 - a) they are entitled to grant a licence for using the licence object on the basis of concluded agreements,
 - b) using the licence object according to regulations defined in the present agreement does not infringe the copyright of its authors.

II. TYPES OF LICENCES AND THEIR SCOPE

§ 3.

1. The Licensor gives the Licensee one of the two types of license for using photographs or collections of photographs bought by the Licensee. Type of license depends on the type of acquired licence object. These two types of licences are as follows:

- a) **TYPE A – BASIC LICENCE** – given for photographs marked in the offer on the website PHOTOPLASTICON.COM with the symbol: **IMG_.TIFF**
- b) **TYPE B – LIMITED LICENCE** - given for photographs marked in the offer on the website PHOTOPLASTICON.COM with the symbol: **img_.jpg**

§ 4.

TYPE A - BASIC LICENCE

1. The Licensee acquires the right to use the licence object on the basis of regulations determined in this agreement the moment he/she has paid the licence fee.
The licence is:
 - granted for 5 years,
 - unrestricted as far as territory is concerned,
 - non-exclusive,
 - inalienable.
2. The Licensee is entitled to use the licence object:
 - 1) only as an element of other product which constitutes a separate object of trade,
 - 2) in all areas of application known on the day the present agreement.
3. When complying with the conditions defined in the section 2, item 1 and 2, the Licensee is entitled:
 - a) to record and reproduce the object with the use of any technique - printing, reprography, digital and magnetic recording included,
 - b) to market, lend or rent the object,
 - c) to distribute it in visual media,
 - d) to modify and arrange the object taking into consideration provisions of the present agreement.

§ 5.

TYPE B – LIMITED LICENCE

1. The Licensee acquires the right to use the licence object on the basis of regulations determined in this agreement the moment he/she has paid the licence fee.
The licence is:
 - granted for 5 years,
 - unrestricted as far as territory is concerned,
 - non-exclusive,
 - inalienable.
2. The Licensee has the right to use licence object exclusively for designing websites, e-mail, video and for his/her own internal needs, however only in electronic form, no form of recording or no technique of reproducing is allowed.
3. Possible modifications of licence object or its arrangement in the process of designing website cannot transgress the stipulations of the present licence document.

III. PRINCIPLES CONCERNING BOTH TYPES OF LICENCE: type A and B

§ 6.

1. The Licensee has no right:
 - a) to record, reproduce, market or distribute the licence object *as a separate product* in any area of application,
 - b) to transfer, in any form, the rights resulting from this agreement to third parties or to grant sublicence to third parties,
 - c) to give the licence object in authentic form to third parties on the basis of any agreements,
 - d) to use the licence object as an element of a product which would offend religious feelings or violate decency standards, pornography products included.
2. In case licence object is put into the computer's memory, the Licensee is obliged to protect it from being used by third parties.
3. The Licensee is responsible to the Licensor for any damage resulting from using the licence object by third parties in the way which is prohibited by the present agreement.

IV. PRINCIPLES OF DISTRIBUTING PEOPLE'S IMAGES

§ 7.

1. The Licensee declares that he/she is familiar with the principles of legal protection of people's photographic image within the licence and he/she commits himself/herself to use the licence object without infringing personal rights of the photographed.
2. In particular, while using people's images, the Licensee is not allowed:
 - to present photographed people in a bad light or in unfavourable context that would violate their dignity,
 - to distort image,
 - to incorporate the image into a picture or other object in the way which violates decency standards or presents insulting or defaming content.

V. RESPONSIBILITY FOR INFRINGING AGREEMENT STIPULATIONS

§ 8.

1. The Licensee takes civil and criminal responsibility for not acting in conformity with regulations of the licence. Regardless of this fact, the Licensor is entitled to withdraw from the agreement if they find out that the provisions of the agreement were infringed. In this case the Licensee is obliged to delete the object of the agreement from computer's memory and destroy all data carriers containing the licence object.

VI. FINAL PROVISIONS

§ 9.

1. The Licensee is obliged to put "Photo. PHOTOPLASTICON / (author)" on the product containing the licence object.
This requirement does not apply to products on which, according to custom, such information is not placed.
2. The issues not settled by stipulations of the present agreement are subject to regulations of Civil Code and Copyright and Related Rights Act.