

GENERAL TERMS AND CONDITIONS

of the companies

ARTinii production s.r.o.

Company ID: 03409759,

Tax ID: CZ03409759

registered office at Na louce 453/16, Dolní Měcholupy, 111 01 Praha 10

registered in the Commercial Register maintained by the Municipal Court in Prague

f. n. C231255

contact address for delivery via e-mail: artinii@artinii.com

and

CinemaAnywhere s.r.o.

Company ID: 06710735

Tax ID: CZ06710735

registered office at Za zahradami 397/4, Dolní Měcholupy, 111 01 Praha 10

registered in the Commercial Register maintained by the Municipal Court in Prague

f.n. C 287594

contact address for delivery via e-mail: contact@cinemaanywhere.com

These Terms and Conditions (hereinafter referred to as the “**Terms and Conditions**”) of ARTinii production s.r.o., Company ID: 03409759, with its registered office at Na louce 453/16, Dolní Měcholupy, 111 01 Praha 10, registered in the Commercial Register maintained by the Municipal Court in Prague, f. n. C231255 (hereinafter referred to as the “**ARTinii**”) and CinemaAnywhere s.r.o. Company ID: 06710735 with its registered office at Za zahradami 397/4, Dolní Měcholupy, 111 01 Praha 10 registered in the Commercial Register maintained by the Municipal Court in Prague, f.n. C 287594 (hereinafter referred to as the “**CinemaAnywhere**”) regulate in accordance with the provisions of §1751 paragraph 1 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “**Civil Code**”) mutual rights and obligations arising in connection with or on the basis of:

1. registration and use of **Basic Rightholder's / End User account**,
2. **Uploading films**,
3. film distribution for single public screenings via **CinemaAnywhere Marketplace** service,
4. film delivering (“B2B” digital transmission) via **ARTinii Content Delivery** service,
5. application for film registration at festivals via **ARTinii Film Distribution Platform** service,
6. film delivering (“B2B” digital transmission) via **ARTinii Film Gallery** service,
7. film delivering (“B2B” digital transmission) via **ARTinii Film Gallery** service,
8. film delivering for Film Festival Organizers via **ARTinii Film Festival Platform** service,
9. film delivering for Community End Users of Films,

(aforementioned services the “**Services**”) all provided by ARTinii via on-line platform located at www.artinii.com or www.artinii.cz or www.artinii.pro or www.cinemaanywhere.com or other related second-order domains according to the sole ARTinii discretion (hereinafter referred to as “**Website**” or “**Website interface**”).

CinemaAnywhere marketplace service is service provided by CinemaAnywhere. Other services are provided by ARTinii.

You conclude an agreement with CinemaAnywhere if you order CinemaAnywhere marketplace service, you conclude an agreement with ARTinii if you order other service.

The Section 9. of these Terms and Conditions ("*Common and Final provisions*") contains provisions common and binding for all Services provided by ARTinii under these Terms and Conditions, i.e. the Section 9. of these Terms and Conditions is therefore an automatic part of any contract and/or agreement concluded on the basis, under and in accordance with these Terms and Conditions.

The provisions of these Terms and Conditions are an integral part of contracts and/or agreements concluded on the basis, under and in accordance with these Terms and Conditions. The contracts and/or agreements can be concluded and these Terms and Conditions are prepared in English language.

Provisions deviating from these Terms and Conditions can be agreed in a written contract and/or in an agreement concluded on the basis, under and in accordance with these Terms and Conditions. Deviating provisions in a written contract and/or in an agreement concluded on the basis, under and in accordance with these Terms and Conditions take precedence over the provisions of these Terms and Conditions.

ARTinii is entitled to amend/supplement these Terms and Conditions. This provision does not affect the rights and obligations arising during the period of validity of the previous version of Terms and Conditions.

1. BASIC RIGHTSHOLDER'S / END USER ACCOUNT

Provisions contained in this section apply when using the Basic Rightsholder's / End User Account

1.1. WHAT CONTRACT IS CONCLUDED: For registration and usage of your Basic Rightsholder's / End User Account (hereinafter referred to as "**User account**" only) you enter into a contract on the use of the User account with ARTinii, the content of which is given in this Section 1. of these Terms and Conditions below.

1.2. WHEN THE CONTRACT IS CONCLUDED: The contract is concluded by clicking on the "Sign up" or "Sign up with Google" button or "Sign up with Eventival" button in the first step of the User account registration process at Website.

1.3. WHAT THIS CONTRACT CONTAINS:

1.3.1. When registering your User account, you can enter, fill in, send or confirm your identification data or other required information in individual steps or phases, which must, however, be correct and true; ARTinii considers the filled-in data and information to be correct. You are solely responsible for any inaccurate or out of dated information and data, ARTinii is not obliged to verify any inserted information or data. Before sending any data and information, you are entitled to check and change it, including the ability to detect and correct errors when entering them. You are obliged to update the data whenever they change.

1.3.2. On the basis of a duly registered User account, you may access your user interface. From your user interface, you are entitled to use other ARTinii services, such as **Uploading films** (Section 2. of these Terms and Conditions) and/or distributing uploaded films via **CinemaAnywhere marketplace** service (Section 3. of these Terms and Conditions) and/or delivering uploaded films via **ARTinii Content Delivery** service (Section 4. of these Terms and Conditions) and/or asking for film presentation at film festivals via **ARTinii Film Distribution Platform** service (Section 5. of these Terms and Conditions) and/or delivering uploaded films via **ARTinii Film Gallery** service (Sections 6. and 7. of these Terms and Conditions) and/or film delivering for Film Festival Organizers via **ARTinii Film Festival Platform** service (section 8. of these Terms and Conditions) and/or using **CinemaAnywhere marketplace** service (Section 9. of these Terms and Conditions).

1.3.3. Access to your User account is secured by your username and password. You must maintain the confidentiality of the information necessary to access your User account. You are solely responsible for any misuse of your User Account caused by insufficient protection of your access data.

1.3.4. You are not authorized to allow third parties to use your User account.

1.3.5. You acknowledge and agree that your User account may not be available continuously, particularly with respect to the necessary maintenance of ARTinii hardware and software and/or the necessary maintenance of third party's hardware and software.

1.3.6. ARTinii may terminate and cancel your User account, especially if you do not use your User account for more than 12 months or if you violate your obligations under any contract concluded under these Terms and Conditions.

2. UPLOADING FILMS

Provisions contained in this section apply when Uploading films

2.1. WHAT CONTRACT IS CONCLUDED: For uploading films you enter into a film upload contract with ARTinii, the content of which is given in this section 2. of these Terms and Conditions below.

2.2. WHEN THE CONTRACT IS CONCLUDED: The film upload contract is concluded by clicking on the "I accept terms & conditions" button in the first step of the Uploading film process.

2.3. WHAT THIS CONTRACT CONTAINS:

2.3.1. **UPLOADING FILM:** In the section **"Upload film"** located on the Website interface of your User account you are allowed to upload a film into the tech-platform/blockchain operated by ARTinii. Uploading films is your right, not your duty. You are not obliged to upload any films and/or to fill in information about films and/or to enter into any other contract under these Terms and Conditions.

2.3.2. **UPLOAD FORM:** Film uploading takes place in individual steps, in which you are required to:

a) agree and accept these Terms and Conditions,

- b) fill in your specific identification (company) data,
 - c) fill in your bank account data,
 - d) select the film to be uploaded from a database or fill in specific information about the film to be uploaded,
 - e) upload the film,
 - f) identify and check audio and subtitle tracks,
 - g) review the film details etc.
- (collectively referred to as "**Upload form**")

2.3.3. TRUE DATA: When filling in identification information and specific details in the Upload form according to the preceding provision, you are obliged to provide all data and information correctly and truthfully; ARTinii considers the filled-in data and information to be correct. You are solely responsible for any inaccurate information and data, ARTinii is not obliged to verify any inserted information or data.

2.3.4. FORMATS: When uploading your film, you are obliged to fulfill these obligations regarding uploading formats:

- a) video (lossless or using common codecs)
 - Full HD, 2K or 4K
 - MP4, AVI, MOV
- b) sound
 - stereo sound or 5.1 sound (AC3 codec, i.e. channel order L, R, C, LFE, LS, RS); all channels must be encoded in one audio stream,
 - every language available needs to be in its own audio stream,
 - multiple audio streams (for multiple languages) are supported,
 - e.g. 5.1 mix in single stream and stereo down mix in single stream
- c) subtitles
 - in a video container or added separately in step 6 or after the film activation
 - make sure that the subtitles are in sync with the picture video and sound

2.3.5. FORBIDDEN CONTENT: You are strictly forbidden to insert or upload film or any other audiovisual content that promotes war or depicts cruel or otherwise inhuman behavior in a way that makes them abusive, excusing, or endorsing, or incites hatred because of gender, race, skin color, language, belief and religion, political or other mentality, national or social origin, belonging to a national or ethnic minority, property, gender or other status, or who unreasonably depicts people dying or exposed to severe physical or mental suffering in a manner that diminishes human dignity, or contains pornography or gross self-directed violence. Such film or any other audiovisual content will not be accepted by ARTinii, who reserves the right not to accept such film or any other audiovisual content (and later not to enter into any other contract in connection with the use of ARTinii Services) with respect to such film or any other audiovisual content. But, if such harmful or defective film or any other audiovisual content comes out or will be identified by ARTinii after uploading of the film or any other audiovisual content (and even after conclusion of any other contract with the use of ARTinii Services), ARTinii has the right to withdraw from such contract with immediate effect, i.e. with effect from the date you receive the withdrawal and without providing an additional period for rectification.

2.3.6. COMPLETION: During the completion of the Upload form, in some steps you are allowed to check and change the data you have entered into the Upload form, even with regard to your ability to detect and correct errors made when entering data into the Upload form. ARTinii considers the filled-in data and information to be correct. Before completing and confirming the Upload form you are allowed to download the text of these Terms and Conditions. You will complete the Upload form by clicking on the "**Confirm**" button.

2.3.7. CONFIRMATION: By completing the Upload form and clicking on the "**Confirm**" button:

- a) you provide ARTinii with and ARTinii acquires the right to place and save the uploaded film into a tech-platform/blockchain operated by ARTinii and to make necessary technological (not creative) modifications of the uploaded film in order to ensure the proper and secured handling and/or technological transmission for the purposes of proper and secured using of ARTinii Services,
- b) you confirm that you are properly acquainted with these Terms and Conditions, consider them clear and understandable, undertake to accept them and accept all legal terms valid and effective at the time of completing the Upload form.

2.3.8. ADDITIONAL APPROVAL: Depending on the content and/or the nature of the Upload form (i.e. information filled in the Upload form according to Article 2.3.2. of these Terms and Conditions), ARTinii may always ask you for additional confirmation of the Upload form (for example in writing or by telephone).

2.3.9. DELIVERY PROCESS REQUIREMENTS: The film (meeting the format and production requirements) must be uploaded into the User account on the artinii.pro website at least 48 hours before it should be screened. By "uploaded" it is understood that the film upload status reaches the "processing phase". Once a film source is uploaded to the ARTinii system via the artinii.pro Web-application, it undergoes a (pre)-processing step which can take up to a couple of hours, depending on the film length. If no unpredictable circumstances occur, ARTinii is able to approve the film within 24 hours from the moment that the (pre)-processing phase has ended. Within this process, the film is also reviewed by you (it means that you check the audio, any subtitle tracks if applicable and you confirm the film). You may be asked by an email to perform those steps. If ARTinii reviewers do not find any issues, you will be notified that the film is ready. In case of any issues, an ARTinii reviewer gets in touch with you to solve them. The film should be sent to the desired screening place at least 24 hours before the screening itself to provide the customers with enough time for testing or any troubleshooting.

2.3.10. LEAK OF THE FILM: When uploading the film you take into your consideration that despite the fact that ARTinii adopts certain protective technical solution in order to prevent the leak of the film (i.e. unauthorized publication of the film on the internet or otherwise, misuse, illegal distribution), any technical solution cannot provide 100% protection of the uploaded film against such misuse. Taken this fact into consideration, you agree that ARTinii is not liable for any leak of film if such leak cannot be prevented by protective technical solution implemented into ARTinii Cinema Player (for example leak by shooting from the screen) or if such protective technical solution is bypassed or otherwise overcome by third person or if the leak is caused by violation of third person's obligation and you do not have any claim against ARTinii arising from the leak.

3. CINEMAANYWHERE MARKETPLACE SERVICE

Provisions contained in this section apply when using the CinemaAnywhere marketplace service provided by CinemaAnywhere

3.1. WHAT CONTRACTS ARE OR MAY BE CONCLUDED: For using the CinemaAnywhere marketplace service you enter into a contract regarding the use of CinemaAnywhere marketplace service with CinemaAnywhere, the content of which is given in this section 3. of these Terms and conditions below. When using this kind of service, you can also enter into a special license agreement under the terms of Article 3.4. of these Terms and Conditions.

3.2. WHEN THE CONTRACTS ARE OR MAY BE CONCLUDED: The contract regarding the use of CinemaAnywhere marketplace service is concluded by clicking on the "Marketplace" button in "My films" section or by conclusion of written Cooperation Agreement regarding CinemaAnywhere marketplace service which refers to this Terms and Conditions. The special license agreement is concluded under the terms of Article 3.4.1. of these Terms and Conditions.

3.3. WHAT THE CONTRACT FOR THE USE OF THE SERVICE CONTAINS:

3.3.1. MAKING AN ORDER: In the section **"My films"** located on the Website interface of your User account you are allowed to present one or more of your uploaded films in the CinemaAnywhere marketplace service in order to start distributing film for single public screenings. Film distribution for single public screenings via CinemaAnywhere marketplace service is your right, not your duty. You are not obliged to present and/or distribute any films and/or enter into the special license agreement according to Article 3.4. of these Terms and Conditions; the provisions of § 1732 para. 2 of the Civil Code shall not apply. You can select one or more of your films listed in the **"My films"** section located on the Website interface of your User account, which are marked with the **"Ready for action"** label, in order to enter into order online form, by clicking on the **"Marketplace"** button.

3.3.2 MARKETPLACE ORDER FORM: Filling in the order online form and activation of the CinemaAnywhere marketplace service take place in individual steps, in which you are required to:

- a) select pricing,
 - b) define territory constraints to which CinemaAnywhere will be entitled to use the films and provide sublicenses to end users of the films,
 - c) review the order details (marketplace release day, number of countries, price list, language version, subtitles version etc.)
- (collectively referred to as **"Marketplace form"**).

3.3.3. COMPLETION: During the completion of the Marketplace form, in some steps you are allowed to check and change the selections you have entered into the Marketplace form, even with regard to your ability to detect and correct errors made when entering selections into the Marketplace form. CinemaAnywhere considers the filled-in selections to be correct. Before completing and confirming the Marketplace form you are allowed to download the text of these Terms and Conditions. You will complete the Marketplace form by clicking on the **"Confirm"** button.

3.3.4. **CONFIRMATION:** By completing the Marketplace form and clicking on the “**Confirm**” button, you confirm that the special license agreement is concluded under the conditions set out in Article 3.4. of these Terms and Conditions.

3.3.5. **ADDITIONAL APPROVAL:** Depending on the content and/or the nature of the Marketplace form (i.e. options selected in Article 3.3.2. of these Terms and Conditions), CinemaAnywhere may always ask you for additional confirmation of the Marketplace form (for example in writing or by telephone).

3.4. LICENSE/SUB-LICENSE AGREEMENT (SUBJECT, OBJECT, CONTENTS)

3.4.1. **CONCLUSION:** The special license/sub-license agreement (and the legal license/sub-license relationship established on its basis) (hereinafter referred to as “**License agreement**”) arise by clicking on the “**Confirm**” button in the last step of filling out the Marketplace form. The legal relationship thus established is governed by these Terms and Conditions (including and, in the alternative, by the relevant provisions of the Civil Code and the Copyright Act, as amended).

3.4.2. **SUBJECT:** The subject of the License agreement and the license/sub-license relationship created on its basis is such film or such films that:

- a) have been placed and presented on CinemaAnywhere marketplace according to Article 3.3. of these Terms and Conditions,
- b) are listed in the “**My films**” section located on the Website interface of your User account and at the same time are marked with the “**Published**” label. (collectively also “**Film**” in a single issue).

3.4.3. **CONTRACTING PARTIES:** The legal relationship arises between you and CinemaAnywhere on the basis of concluding the License agreement, where you are the provider of the license/sublicense to use the Film and CinemaAnywhere is the acquirer of the license/sublicense to use the Film; in relation to the rights for which you are the original rightholder, you provide CinemaAnywhere with and CinemaAnywhere acquires the license; in relation to the rights for which you are the derived acquirer, you provide CinemaAnywhere with and CinemaAnywhere acquires sublicense.

3.4.4. **INDIVIDUAL PARTIAL FILM RIGHTS:** From the point of view of the list of individual subjects of copyright or other legal protection, for which a license/sub-license is provided by License agreement, the Film means:

- a) audio-visual recording of an audiovisual work (producer's rights),
- b) the audiovisual work itself (director's rights),
- c) all other audiovisual copyright works used within the audiovisual work/recording, with the exception of musical works with or without lyrics, if the property rights of rights holders are managed in a certain territory by the relevant collective management organization (i.e. in particular, but not exclusively a literary masterpiece, theme, script, costumes, architecture and design, camera, editing, light-design, artistic solution, photography, etc.),
- d) artistic performances of performing actors, dancers, musicians, singers, performers,
- e) works of art, artistic performances and other protected objects of intellectual or intangible property, including objects of general protection of the personality protected by the Civil Code.

3.4.5. NO MUSIC RIGHTS: For the avoidance of doubt, the Film and the rights (license or sublicenses) provided under License agreement establishing a license relationship governed by these Terms and Conditions do not include any copyright or other right to exercise the right to use musical works with or without lyrics, if such works are part of a Film and if the property rights of rights holders are managed in a certain territory by the relevant collective management organization.

3.4.6. TYPES OF USE: You provide CinemaAnywhere with and CinemaAnywhere acquires the right to use the Film (license or sub-license) in the following types/methods of uses:

- a) by operation of the Film from the recording and the transmission of this operation of the recording pursuant to § 20 par. 1 and 2 of the Copyright Act, i.e. the operation of the Film in the form of a projection technically carried out by "Artinii Cinema Player", only and exclusively within the so-called "non-theatrical" forms of operation, i.e. through screenings realized in front of a direct audience in any outdoor or indoor spaces, with the exception of cinema screenings as part of regular continuous cinema distribution,
- b) by placing language subtitles in the Film image for the purpose of language localization of the use of the Film with respect to the territory of use of the Film,
- c) by including the Film in a film database operated by CinemaAnywhere for the purpose of proposing the Film for use by end-users in accordance with the rights (license/sub-license) provided by License agreement, including the authorization to release and distribute for "PR", promotion and marketing activities of CinemaAnywhere,
- d) by "B2B" digital transmission to the end-user and by creating the necessary technological reproduction of the Film, both in the connection of placing the Film into the "**Artinii Cinema Player**" being the part of CinemaAnywhere's technology solution, provided that the Film is protected by unique safeguards preventing the misuse or illegal distribution of the Film, i.e. distribution of the Film outside the extent of the authorizations (sub-license) granted by a special sub-license agreement concluded between CinemaAnywhere and an end-user that will be granted a sub-license to use the Film. (in the summary of all permissions, authorizations, licenses and sublicenses hereinafter referred to as "**License**").

You hereby declare that you dispose with all rights which are subject of the License and that you are entitled to provide License to CinemaAnywhere without any limitation. Granting of License does not breach any third person's right. You take into consideration that CinemaAnywhere fully relies on truthfulness of this declaration and you are responsible for any damage caused to CinemaAnywhere as a result of the fact that your declaration is not true.

For the avoidance of doubt, it is agreed that in addition to the Film itself, the License also applies to additional, related and promotional materials delivered in accordance with Article 3.4.9. of these Terms and Conditions.

3.4.7. EXTENT: The License is provided:

- a) as **non-exclusive**,
- b) as **territorially limited** to the territories selected in the Marketplace form according to Article 3.3.2., letter b) of these Terms and Conditions,
- c) as **time unlimited**, i.e. **for the duration of copyright, i.e. the producer's and author's and performer's property rights to the audio-visual recording, audio recordings, video recordings, author's works and artistic performances included in the Film,**

d) **as quantity unlimited,**

e) with the right to grant the License in whole or in part to an end-user (sublicense) and the right to assign the License in whole or in part to an end-user without your consent. By concluding of License agreement, you provides CinemaAnywhere with written consent to grant the License in whole or in part to an end-user (sublicense) and assign the License in whole or in part to an end-user without further consent,

f) without CinemaAnywhere 's obligation to use the License.

3.4.8. REMUNERATION: In the event that CinemaAnywhere grants to any end-user a License in whole or in part within a sub-license, you shall be entitled to a **60% share license fee** (hereinafter referred to as "**Remuneration**") from CinemaAnywhere 's income from granting the License in whole or in part within the sub-license (hereinafter only "**Income**"); the share license fee is calculated from the Income after all deductions, especially VAT. For the avoidance of doubt, it is agreed that the entitlement to the Remuneration does not arise in the case of “technological projections” of the Film realized by CinemaAnywhere pursuant to the provisions of Article 3.4.13. of these Terms and Conditions.

Except for the Remuneration specified above, you shall not be entitled to any other remuneration or any other financial or other similar consideration for granting the License.

If you become entitled to the Remuneration, CinemaAnywhere shall pay the Remuneration covering the particular month by transferring it to your bank account you provided when filling in the Upload form within the agreed time limit.

CinemaAnywhere is not obliged to provide the License under sub-license in whole or in part to end-users. Except as expressly provided otherwise in these Terms and Conditions, CinemaAnywhere shall be entitled to provide the License under sub-license in whole or in part to end-users only for financial consideration specified in the appropriate variant of the pricelist provided when filling in the Marketplace form. Free of charge licensing under a sublicense is permissible only for sponsored screenings, where your entitlement to the standard Remuneration remains unchanged.

For the avoidance of doubt, it is agreed that all costs of advertising, marketing and promoting the use of the Film in accordance with the License shall be covered by CinemaAnywhere only.

The Parties declare that they consider the Remuneration as reasonable in the agreed amount and that they took into account the time (duration), territorial and quantity extent (limitations) of the License when agreeing on the Remuneration.

3.4.9. ADDITIONAL, RELATED AND PROMOTIONAL MATERIALS: Without undue delay after the conclusion of the License agreement you are obliged to supply CinemaAnywhere with the following materials if available:

- a) available language subtitles in 'SRT' format,
- b) dialogue list in all available languages,
- c) music line-up,
- d) photos,
- e) trailer and/or teaser,

- f) poster in original language and other available language versions, in best possible quality (even in curves, if available),
- g) synopsis,
- h) presskit or other marketing materials.

3.4.10. DURATION: License agreement is concluded for the duration of copyright, i.e. the producer's and author's and performer's property rights to the audio-visual recording, audio recordings, video recordings, author's works and artistic performances included in the Film.

Despite your warranties and representations set forth in the provisions of Section 10. Article 10.1. of these Terms and Conditions, the License granted by License agreement also terminates if your legal title to use the Film or some protected component of the Film expires prematurely from any reason (for example, expiration of your license to use the Film or some protected component of the Film, withdrawal from a contract concluded with the original copyright holder or assignee, if you are a distributor, etc.). From these reasons, you are obliged to supervise and control the premature termination or expiration of your legal title to use the Film on your part and if that happens, you are obliged to inform CinemaAnywhere immediately and remove the Film immediately from the CinemaAnywhere Marketplace service. If, as a result of a sudden termination or expiration of your legal title to use the Film (and thus the termination of the License under License agreement), damage occurs on the part of CinemaAnywhere and/or third parties, you are obliged to pay it in full.

3.4.11. TERMINATION: Both contracting parties of the License agreement are entitled to terminate the License agreement in writing without giving any reason and with the termination period of one month from the date of delivery of the notice to the other contracting party, whereas the written form is fulfilled for these purposes in the case of sending an e-mail message to your verification e-mail address you provided when registering your User account (hereinafter referred to as "**Your e-mail address**") and/or to CinemaAnywhere's official contact e-mail address. Upon termination of the notice termination period, License agreement shall terminate to the extent of the CinemaAnywhere's authorization to provide the License in whole or in part via sub-license to end-users according to Article 3.4.7., letter e) of these Terms and Conditions, however

- a) CinemaAnywhere shall retain (even after the termination period) the License to use the Film to the extent, in which CinemaAnywhere provided the License in whole or in part with end-users within the sublicense, until the end of duration of sublicenses granted by CinemaAnywhere to all the end-users (i.e. until all sublicenses are expired to end-users), and furthermore
- b) you retain the right to the Remuneration relating to the Income from sub-licenses provided by CinemaAnywhere to end-users under the previous provision, and furthermore
- c) CinemaAnywhere shall be obliged to remove the Film from his database and system within 10 days after the end of duration of all the sublicenses granted by CinemaAnywhere to all the end-users (i. e. after all sublicenses are expired to end-users).

CinemaAnywhere is entitled to withdraw from already concluded License agreement also according to Article 2.3.5. of these Terms and Conditions.

3.4.12. OTHER: You give your consent to the use of means of distance communication in concluding the License agreement. The costs incurred by you when using means of distance

communication in connection with the conclusion of the License agreement (costs of internet connection, telephone costs) are borne exclusively by you.

The conclusion of the License agreement without negotiating all its requisites stipulated by the Civil Code and/or the Copyright Act is excluded in the sense of § 1726 of the Civil Code. In accordance with §1740 para. 3 of the Civil Code, CinemaAnywhere excludes acceptance of the offer with a change or deviation (beyond the pre-filled data and information contained in the Marketplace form). Any additions, changes or modifications that do not materially belong to the filling windows (gaps) in the Marketplace form or which are by their nature or due to their inclusion in the relevant filling window (gaps) in the Marketplace form are not part of the License agreement and are not binding.

For the avoidance of doubt, it is agreed that the integral part of the License agreement are also provisions located in other Sections of these Terms and conditions (in particular, but not exclusively, where these Terms and Conditions explicitly state, and/or Common and Final provisions in Section 10. of these Terms and Conditions e.t.c).

None of the provisions of these Terms and Conditions restricts the right of CinemaAnywhere to enter into any license/sub-license agreement with anyone under individually agreed terms in individually agreed cases. Provisions of individual agreements agreed in individual cases (not in the manner and according to these Terms and Conditions) deviating from these Terms and Conditions may be validly agreed in such cases, provided that the provisions of such individually negotiated agreements take precedence over the provisions contained in these Terms and Conditions.

3.4.13. CinemaAnywhere TECHNOLOGY CONDITIONS: CinemaAnywhere provides you with a top notch secured environment and a system to preserve the content and rights by time, territory and usage.

When distributing Film, CinemaAnywhere is subject to the principle of minimum access:

- a) everything that can be hidden is hidden;
- b) persons who do not have access to the Film have no objective opportunity to make it available in any way;
- c) only qualified operators (administrator or tester) can access the Film

The Film is distributed through “**ARTinii Cinema Player**” with personalized watermarks identifying the sublicense and sub-licensee. As a result, in the event of a Film leak, CinemaAnywhere is able to find out where the leak occurred and who is responsible for the leak. Internal Film leakage is not technologically possible.

When uploading the film you take into your consideration that despite the fact that CinemaAnywhere adopts aforesaid protective technical solution in order to prevent the leak of the film (i.e. unauthorized publication of the film on the internet or otherwise, misuse, illegal distribution), any technical solution cannot provide 100% protection of the uploaded film against such misuse. Taken this fact into consideration, you agree that CinemaAnywhere is not liable for any leak of film if such leak cannot be prevented by protective technical solution implemented into ARTinii Cinema Player (for example leak by shooting from the screen) or if such protective technical solution is bypassed or otherwise overcome by third person or if the

leak is caused by violation of third person's obligation and you do not have any claim against CinemaAnywhere arising from the leak.

If you deliver the Film to CinemaAnywhere in accordance with these Terms and Conditions, the filling and preservation of the Film within the system shall be automated without human intervention; you check and correct the information only.

If you fail to deliver the Film to CinemaAnywhere in accordance with these Terms and Conditions, CinemaAnywhere's competent technician will be in contact with you to remedy the problem.

CinemaAnywhere shall perform at least one test play (screening) of the Film in order to remove defects or fine-tune any technological defects (color, framerate, synchronization, pixelization, etc.). This test play (screening) will be recorded and reported.

You have a "Dashboard" available at the Website interface of your User account containing:

- a) information on the number of projections of the Film,
- b) information on the revenues generated by CinemaAnywhere from the provision of sub-licenses and the amount of the Remuneration,

CinemaAnywhere may freely change the items and appearance of the Dashboard. If Dashboard is not available for technical reasons or due to outages, CinemaAnywhere is obliged to send you the information/reports electronically (to Your e-mail address) to the extent stated above.

4. ARTINII CONTENT DELIVERY SERVICE

Provisions contained in this section apply when using the ARTinii Content Delivery service

4.1. WHAT CONTRACTS ARE OR MAY BE CONCLUDED: For using the ARTinii Content Delivery service you enter into a contract regarding the use of ARTinii Content Delivery service with ARTinii, the content of which is given in this section 4. of these Terms and conditions below. When using this kind of service you can also enter into a special cooperation agreement under the terms of Article 4.4. of these Terms and Conditions.

4.2. WHEN THE CONTRACTS ARE OR MAY BE CONCLUDED: The contract regarding the use of ARTinii Content Delivery service is concluded by clicking on the "Send film" button in "My films" section or by conclusion of written Cooperation Agreement regarding ARTinii Content Delivery Service which refers to this Terms and Conditions. The special cooperation agreement is concluded under the terms of Article 4.4. of these Terms and Conditions.

4.3. WHAT THE CONTRACT FOR THE USE OF THE SERVICE CONTAINS:

4.3.1. MAKING AN ORDER: In the section **"My films"** located on the Website interface of your User account you are allowed to send one or more of your uploaded films via the ARTinii Content Delivery service in order to start delivering film through "B2B" digital transmission to one or more recipients. Film delivering via ARTinii Content Delivery service is your right, not your duty. You are not obliged to send any films and/or enter into a special cooperation agreement according to Article 4.4. of these Terms and Conditions; the provisions of § 1732 para. 2 of the Civil Code shall not apply. You can select one or more of your films listed in the

“My films” section located on the Website interface of your User account, which are marked with the **“Ready for action”** label, in order to enter into order online form, by clicking on the **“Send film”** button.

4.3.2. DELIVERY ORDER FORM: Filling in the order online form and activation of the ARTinii Content Delivery service take place in individual steps, in which you are required to:

- a) select audio and subtitles regarding the film which is to be delivered,
 - b) identify the recipient or recipients to whom the film is to be delivered,
 - c) specify the number of screenings,
- (collectively referred to as **"Delivery form"**)

4.3.3. COMPLETION: During the completion of the Delivery form, in some steps you are allowed to check and change the selections you have entered into the Delivery form, even with regard to your ability to detect and correct errors made when entering selections into the Delivery form. ARTinii considers the filled-in selections to be correct. You will complete the Delivery form by clicking on the **"Send"** button.

4.3.4. CONFIRMATION: By completing the Delivery form and clicking on the **“Send”** button, you confirm that the special cooperation agreement is concluded under the conditions set out in Article 4.4. of these Terms and Conditions.

4.3.5. ADDITIONAL APPROVAL: Depending on the content and/or the nature of the Delivery form (i.e. options selected in Article 4.3.2. of these Terms and Conditions), ARTinii may always ask you for additional confirmation of the Delivery form (for example in writing or by telephone).

4.4. COOPERATION AGREEMENT (SUBJECT, OBJECT, CONTENTS)

4.4.1. CONCLUSION: The special cooperation agreement (and the legal cooperation relationship established on its basis) arise by clicking on the **“Send”** button in the last step of filling out the Delivery form. The legal relationship thus established is governed by these Terms and Conditions and, in the alternative, by the relevant provisions of the Civil Code, as amended.

4.4.2. SUBJECT: The subject of the cooperation agreement and the cooperation relationship created on its basis is such film for which you have clicked on the **“Send film”** button in order to start making and filling in the Delivery form (hereinafter referred to as **"Film"** in a single issue).

4.4.3. OBJECT: By concluding the cooperation agreement:

- a) you authorize ARTinii and give ARTinii permission to deliver the Film to the selected recipient or selected recipients specified in the Delivery form,
- b) ARTinii is obliged to deliver the Film through ARTinii Content Delivery service to the selected recipient or selected recipients specified in the Delivery form,
- c) for the proper delivery of the Film to the selected recipient or selected recipients specified in the Delivery form, you are obliged to pay the remuneration specified further in Article 4.4.5. of these Terms and Conditions.

For the avoidance of doubt, the cooperation agreement establishing a cooperative relationship governed by these Terms and Conditions does not include any license, authorization, copyright or other similar right to use the Film under intellectual property rights regarding the Film, i.e. you are not granting to ARTinii and ARTinii does not acquire any license, authorization, copyright or other similar right to use the Film under intellectual property rights, except for the permission to deliver the Film to the selected recipient or selected recipients specified in the Delivery form through ARTinii Content Delivery services.

You hereby declare that you dispose with all rights to the Film which are necessary for using the ARTinii Content Delivery service. By using the ARTinii Content Delivery service you do not breach any third person's right. You take into consideration that ARTinii fully relies on truthfulness of this declaration and you are responsible for any damage caused to ARTinii as a result of the fact that your declaration is not true.

4.4.4. CONTRACTING PARTIES: The legal relationship arises between you and ARTinii on the basis of concluding a cooperation agreement according to Article 4.4.1. of these Terms and Conditions, where ARTinii is responsible for the proper delivery of the Film and you are responsible for the proper payment of the remuneration.

4.4.5. REMUNERATION AND PAYMENTS: For the proper delivery of the Film, you are obliged to pay the total price according to the individual amounts listed in the price list of the ARTinii Content Delivery service available in the Delivery form (hereinafter also "**Price List**").

The total price corresponds to the individual amounts stated in the Price List and is calculated depending on the individual fee for the delivering of the Film, the total number of ordered Film to be sent and/or total number of recipients etc. The total price will be displayed before completing and confirming the Delivery form. The amounts stated in the Price List are final, complete, binding and it is not possible to change their amount without a special agreement between you and ARTinii.

You are obliged to pay the total price for the delivery of the Film on the basis of a summary invoice issued and sent by ARTinii during the calendar month following the month in which you completed and confirmed the Delivery form. The summary invoice will include the total amounts for all ARTinii Content Delivery services provided in the previous month. You are obliged to pay the total price to the bank account specified in the sent invoice and within the due date stated on the invoice.

ARTinii does not require a deposit or other similar payment from you.

ARTinii is a payer of value added tax.

4.4.6. DURATION OF COOPERATION AGREEMENT: The cooperation agreement is concluded for the duration for the duration/fulfillment of all rights and obligations arising from the cooperation agreement (including these Terms and Conditions). During this period it is not possible to terminate the cooperation agreement unilaterally without reason.

4.4.7. OTHER: You give your consent to the use of means of distance communication in concluding the cooperation agreement. The costs incurred by you when using means of

distance communication in connection with the conclusion of the cooperation agreement (costs of Internet connection, telephone costs) are borne exclusively by you. The conclusion of the cooperation agreement without negotiating all its requisites stipulated by the Civil Code is excluded in the sense of § 1726 of the Civil Code. In accordance with §1740 para. 3 of the Civil Code, ARTinii excludes acceptance of the offer with a change or deviation (beyond the pre-filled data and information contained in the Delivery form). Any additions, changes or modifications that do not materially belong to the filling windows (gaps) in the Delivery form or which are by their nature or due to their inclusion in the relevant filling window (gaps) in the Delivery form are not part of the cooperation agreement and are not binding.

For the avoidance of doubt, it is agreed that the integral part of the cooperation agreement are also provisions located in other Sections of these Terms and conditions (in particular, but not exclusively, where these Terms and Conditions explicitly state, and/or Common and Final provisions in Section 10. of these Terms and Conditions e.t.c).

None of the provisions of these Terms and Conditions restricts the right of ARTinii to enter into any cooperation agreement with anyone under individually agreed terms in individually agreed cases. Provisions of individual agreements agreed in individual cases (not in the manner and according to these Terms and Conditions) deviating from these Terms and Conditions may be validly agreed in such cases, provided that the provisions of such individually negotiated agreements take precedence over the provisions contained in these Terms and Conditions.

4.4.8. TECHNOLOGY CONDITIONS: ARTinii provides you with a top notch secured environment and a system to preserve the content and rights by time, territory and usage.

When delivering the Film, ARTinii is subject to the principle of minimum access:

- a) everything that can be hidden is hidden;
- b) persons who do not have access to the Film have no objective opportunity to make it available in any way;
- c) only qualified operators (administrator or tester) can access the Film

The Film is delivered with personalized watermarks identifying the recipient to which the Film should be delivered. As a result, in the event of a Film leak, ARTinii is able to find out where the leak occurred and who is responsible for the leak. Internal Film leakage is not technologically possible.

When uploading the film you take into your consideration that despite the fact that ARTinii adopts aforesaid protective technical solution in order to prevent the leak of the film (i.e. unauthorized publication of the film on the internet or otherwise, misuse, illegal distribution), any technical solution cannot provide 100% protection of the uploaded film against such misuse. Taken this fact into consideration, you agree that ARTinii is not liable for any leak of film if such leak cannot be prevented by protective technical solution implemented into ARTinii Cinema Player (for example leak by shooting from the screen) or if such protective technical solution is bypassed or otherwise overcome by third person or if the leak is caused by violation of third person's obligation and you do not have any claim against ARTinii arising from the leak.

If you deliver the Film to ARTinii in accordance with these Terms and Conditions, the filling and preservation of the Film within the system shall be automated without human intervention; you check and correct the information only.

If you fail to deliver the Film to ARTinii in accordance with these Terms and Conditions, ARTinii's competent technician will be in contact with you to remedy the problem.

ARTinii shall perform at least one test play (screening) of the Film in order to remove defects or fine-tune any technological defects (color, framerate, synchronization, pixelization, etc.).

5. ARTINII FILM DISTRIBUTION PLATFORM SERVICE

Provisions contained in this section apply when using ARTinii Film Distribution Platform services

5.1. WHAT CONTRACTS ARE OR MAY BE CONCLUDED: For using the ARTinii Film Distribution Platform service you enter into a contract regarding the use of ARTinii Film Distribution Platform service with ARTinii, the content of which is given in this Section 5. of these Terms and conditions below. When using this kind of service you can also enter into a special cooperation agreement under the terms of Article 5.4.1. of these Terms and Conditions.

5.2. WHEN THE CONTRACTS ARE OR MAY BE CONCLUDED: The contract regarding the use of ARTinii Film Distribution Platform service is concluded by clicking on the "AFDP" button in "My films" section or by conclusion of written Cooperation Agreement regarding ARTinii Film Distribution Platform Service which refers to this Terms and Conditions. The special cooperation agreement is concluded under the terms of Article 5.4.1. of these Terms and Conditions.

5.3. WHAT THE CONTRACT FOR THE USE OF THE SERVICE CONTAINS:

5.3.1. In the section **"My films"** located on the Website interface of your User account you are allowed to select **one or more** of your **uploaded** films, which are marked with the **"Ready for action"** label, in order to **start offering them** via the **ARTinii Film Festival Platform** to **film festivals** held in **offline** and/or **online** form, as specified below.

Film delivering via ARTinii Film Festival Platform is your right, not your duty. You are not obliged to send any films and/or enter into a special cooperation agreement according to Article 5.4. of these Terms and Conditions; the provisions of § 1732 para. 2 of the Civil Code shall not apply.

5.3.2. The organizers of film festivals have the possibility to organize a film festival in a **"classic" off-line** version (classic operation of a film or other audio-visual content in a cinema in physical presence of spectators) and/or also **"modern" online** the way a copy of a film is communicated to public with the possibility to download or stream a copy of the film, commonly known as **"VOD"** (i.e. "video on demand"), for personal (private/home) use only with the technical security limits guaranteeing only a limited number of plays/shows of the downloaded copy of the film. The organizers of film festivals are free to choose whether to organize the festival in one or second form, as stated above, or both forms at the same time. Different ways/technology forms of organizing a festival and presenting films are associated with a different level and way of technical security of copies of films.

5.4. COOPERATION AGREEMENT (SUBJECT, OBJECT, CONTENTS)

5.4.1. **CONCLUSION:** The special cooperation agreement (and the legal cooperation relationship established on its basis) arise by selection one or more of your uploaded films in order to **start offering** them via the **ARTinii Film Festival Platform** to **film festivals** held in **offline** and/or **online** form **and at the same time** by **film festival organizer's selection** of one or more of your films uploaded and offered for presentation at film festivals.

5.4.2. **SUBJECT:** The subject of the cooperation agreement and the cooperation relationship created on its basis is such film or such films or which you have **selected to start offering** them via the **ARTinii Film Festival Platform** to **film festivals** held in **offline** and/or **online** form **and at the same time** for which the **film festival organizer selected** one or more of your uploaded and offered films **to his film festival** held **offline** and/or **offline** (hereinafter referred to as "**Film**" in a single issue).

5.4.3. **OBJECT:** By concluding the cooperation agreement:

a) you authorize ARTinii and give ARTinii permission to deliver **the Film** (including making **necessary technological modifications and creation of a technical copy** of the Film) **via "B2B" digital communication to the specific online and/or offline film festival destinations, which means:**

- online platform operated by ARTinii on www.artinii.com or www.artinii.cz or other related second-order domains also containing a sub-domain of a particular film organizer, reserved for a specific festival organizer for the purpose of running an online festival, and/or

- the space/s in which the "offline" festival will be held (such as a real cinema space, projection hall, etc.) and in which the film or other audiovisual material will be operated from the recording in the physical presence of the spectators;

In both cases, the final online and/or offline destinations will be determined by direct agreement between you and the organizer of a particular festival without the involvement of ARTinii in such an agreement.

b) ARTinii is obliged to deliver the copy of the Film through ARTinii Film Festival Platform **via "B2B" digital communication to the final destinations as specified in the previous provision,**

c) for the proper delivery of the Film, you are obliged to pay the remuneration specified further in Article 5.4.6. of these Terms and Conditions.

5.4.4. **DISCLAIMER:** For the avoidance of doubt, the cooperation agreement establishing a cooperative relationship governed by this Section 5. of these Terms and Conditions does not include any license, authorization, copyright or other similar right to use the Film under intellectual property rights regarding the Film, i.e. you are not granting to ARTinii and ARTinii does not acquire any license, authorization, copyright or other similar right to use the Film under intellectual property rights, except for the permission to make a necessary technological modifications, to create a technical copy and to deliver modified copy of the Film to the selected film festival or selected film festivals through ARTinii Film Festival Platform. ARTinii obligations and rights do not include the rights or possibilities of using the Film in public (whether offline or online). For the purposes of using the Film within Festival (whether offline or online), it is the duty of the film festival organizer to settle the relevant copyright authorizations on his own responsibility and account directly with you without the cooperation of ARTinii.

ARTinii only provides the film festival organizer with technical services related to the delivery of the Film via "B2B" digital communication for the purposes of subsequent presentation at the film festival and the technical provision of the collection of payments by festival spectators in the case of film festival held online; ARTinii is not and will not be the organizer or co-organizer of the film festival, which means that ARTinii is not and will not be a user of the Film in copyright sense, which means that ARTinii is not and will be not responsible for settling the rights to use the Film within the Festival (whether offline or online) and disclaims, waives and rejects any claims that may be made against ARTinii as a result of the unauthorized use of the Film in public.

The settlement of copyright and related rights and the financial performance satisfied with such settlement depends only on an agreement made between you and the film festival organizer, in which ARTinii does not interfere in any way and does not enter into or participate in such negotiations or the agreement itself.

You hereby declare that you dispose with all rights to the Film which are necessary for using the ARTinii Film Distribution Platform service. By using the ARTinii Film Distribution Platform service you do not breach any third person's right. You take into consideration that ARTinii fully relies on truthfulness of this declaration and you are responsible for any damage caused to ARTinii as a result of the fact that your declaration is not true.

5.4.5. CONTRACTING PARTIES: The legal relationship arises between you and ARTinii on the basis of concluding a cooperation agreement according to Article 5.4.1. of these Terms and Conditions.

5.4.6. REMUNERATION AND PAYMENTS: For the proper delivery of the Film to the film festival organizer, you are obliged to pay the total price according to the individual amounts listed in the price list of the ARTinii Film Distribution Platform service available at www.artinii.pro (hereinafter also "**Price List**").

The total price corresponds to the individual amounts stated in the Price List and is calculated depending on the individual fee for the delivering of the Film, the total number of ordered Film to be sent and/or total number of film festival organizers etc. The amounts stated in the Price List are final, complete, binding and it is not possible to change their amount without a special agreement between you and ARTinii.

You are obliged to pay the total price for the delivery of the Film to the film festival organizers on the basis of a summary invoice issued and sent by ARTinii during the calendar month following the month for which the summary is made. The summary invoice will include the total amounts for all ARTinii Film Distribution Platform services provided in the previous month. You are obliged to pay the total price to the bank account specified in the sent invoice and within the due date stated on the invoice.

ARTinii does not require a deposit or other similar payment from you.

ARTinii is subject to value added tax in the specified territories. The clients of Artinii and their partner projects are responsible for other payments and levies as determined by regional state rules.

5.4.7. DURATION OF COOPERATION AGREEMENT: The cooperation agreement is concluded for the duration of the fulfillment of all rights and obligations arising from the agreement (including these Terms and Conditions). During this period it is not possible to terminate the cooperation agreement unilaterally without reason.

5.4.8. OTHER: You give your consent to the use of means of distance communication in concluding the cooperation agreement. The costs incurred by you when using means of distance communication in connection with the conclusion of the cooperation agreement (costs of Internet connection, telephone costs) are borne exclusively by you.

The conclusion of the cooperation agreement without negotiating all its requisites stipulated by the Civil Code is excluded in the sense of § 1726 of the Civil Code. In accordance with §1740 para. 3 of the Civil Code, ARTinii excludes acceptance of the offer with a change or deviation (beyond the pre-filled data and information contained in the Delivery form). Any additions, changes or modifications that do not materially belong to the filling windows (gaps) in the Delivery form or which are by their nature or due to their inclusion in the relevant filling window (gaps) in the Delivery form are not part of the cooperation agreement and are not binding.

For the avoidance of doubt, it is agreed that the integral part of the cooperation agreement are also provisions located in other Sections of these Terms and conditions (in particular, but not exclusively, where these Terms and conditions explicitly state, and/or Common and Final provisions in Section 10. of these Terms and Conditions e.t.c).

None of the provisions of these Terms and Conditions restricts the right of ARTinii to enter into any cooperation agreement with anyone under individually agreed terms in individually agreed cases. Provisions of individual agreements agreed in individual cases (not in the manner and according to these Terms and Conditions) deviating from these Terms and Conditions may be validly agreed in such cases, provided that the provisions of such individually negotiated agreements take precedence over the provisions contained in these Terms and Conditions.

5.4.9. TECHNOLOGY CONDITIONS: Films delivered to offline festival sites and/or online festival pages for the purposes of enabling downloads for personal (private/home) use have a **different level of technical security:**

- a) the Film delivered to offline festival sites is watermarked with unique digital video watermark, unique digital audio watermark and then encrypted with DRM technology (FairPlay for MacOS users and PlayReady for Windows users) using single key (the key is the same for audio and video streams bundled in the media container).
- b) when the Film is to be delivered to online festival pages for the purposes of enabling downloads for personal (private/home) use, ARTinii pre-process all combinations of video/audio streams by watermarking/encrypting the copy of the Film with digital video watermark, digital audio watermark and DRM key unique for every such combination.

In order to protect the film using the FairPlay DRM you are (as a rightsholder to the film) obliged to ask Apple Inc. for FPS Credentials (Fair Play Streaming Credentials) and provide them to ARTinii. For more information about obtaining FPS Credentials please see website of

Apple Inc. <https://developer.apple.com/contact/fps/> or contact ARTinii technical support. The FPS Credentials may be provided to ARTinii via e-mail or via Website.

When uploading the film you take into your consideration that despite the fact that ARTinii adopts aforesaid protective technical solution in order to prevent the leak of the film (i.e. unauthorized publication of the film on the internet or otherwise, misuse, illegal distribution), any technical solution cannot provide 100% protection of the uploaded film against such misuse. Taken this fact into consideration, you agree that ARTinii is not liable for any leak of film if such leak cannot be prevented by protective technical solution implemented into ARTinii Cinema Player (for example leak by shooting from the screen) or if such protective technical solution is bypassed or otherwise overcome by third person or if the leak is caused by violation of third person's obligation and you do not have any claim against ARTinii arising from the leak.

6. ARTINII FILM GALLERY SERVICE

Provisions contained in this section apply when using ARTinii Film Gallery services

6.1. WHAT CONTRACTS ARE OR MAY BE CONCLUDED: For using the ARTinii Film Gallery service you enter into a contract regarding the use of ARTinii Film Gallery service with ARTinii, the content of which is given in this Section 6. of these Terms and Conditions below. When using this kind of service you can also enter into a special cooperation agreement under the terms of Article 6.4. of these Terms and Conditions.

6.2. WHEN THE CONTRACTS ARE OR MAY BE CONCLUDED: The contract regarding the use of ARTinii Film Gallery service is concluded by clicking on the **"AFDP"** button in **"My films"** section or by conclusion of written Cooperation Agreement regarding ARTinii Film Gallery service which refers to this Terms and Conditions. The special cooperation agreement is concluded under the terms of Article 6.4. of these Terms and Conditions.

6.3. WHAT THE CONTRACT FOR THE USE OF THE SERVICE CONTAINS:

6.3.1. In the section **"My films"** located on the Website interface of your User account **you are allowed** to select **one or more** of your **uploaded** films, which are marked with the **"Ready for action"** label, in order to **start presenting and offering them** via the **ARTinii Film Gallery service for two kinds/types of public use**, as specified below.

Film presenting and offering via ARTinii Film Gallery service is your right, not your duty. You are not obliged to present and/or offer any of your films and/or to enter into a special cooperation agreement according to Article 6.4. of these Terms and Conditions; the provisions of § 1732 para. 2 of the Civil Code shall not apply.

6.3.2. To start presenting and offering your films via ARTinii Film Gallery service for the purposes of public use, click on "AFDP" button. Subsequently, the Whitelabel administrator will, based on your agreement, make a particular film available either for:

- a) end users for the purposes of operation of recorded films within classic film screenings/projections held in real spaces (real cinema space, projection hall, etc.) in which films are to be operated from recordings in the physical presence of the spectators,
- b) to consumers directly via online communication with the possibility for consumers to download or stream a copy of the film, commonly known as "VOD" (i.e. "video on demand"),

for personal (private/home) use only with the technical security limits guaranteeing only a limited number of plays/shows of the downloaded copy of the film; due to the fact that the “AFDP” button is common to allow the presentation of films online also for the purposes of the ARTinii Film Distribution Platform service, the specific form and manner of use of films within this or that platform must be subsequently agreed with a representative of ARTinii.

You are free to choose whether to present and offer the films in one or second kind of public use, as stated above, or both kinds of public use at the same time. Different ways/technology forms of offering and presenting films are associated with a different level and way of technical security of copies of films.

6.4. COOPERATION AGREEMENT (SUBJECT, OBJECT, CONTENTS)

6.4.1. **CONCLUSION:** The special cooperation agreement (and the legal cooperation relationship established on its basis) arise by **clicking on the “AFDP” button in “My films”** section in order to start presenting and offering the selected film or films via the ARTinii Film Gallery service.

6.4.2. **SUBJECT:** The subject of the cooperation agreement and the cooperation relationship created on its basis is such film or such films which you have selected to present and offer via the ARTinii Film Gallery service for the purposes of public use, as specified in Article 6.3.1 and 6.3.2 of these Terms and Conditions (hereinafter referred to as "Film" in a single issue).

6.4.3. **OBJECT:** By concluding the cooperation agreement:

a) you authorize ARTinii and give ARTinii permission to **deliver the Film** (including making **necessary technological modifications and creation of a technical copy** of the Film) **via “B2B” digital communication to:**

- the **selected end users** (according to Article 6.3.2. letter a) of these Terms and Conditions; in case you have clicked on the “AFDPI” button),
- the **online platform** operated by ARTinii on www.artinii.com or www.artinii.cz or other related second-order domains also containing a sub-domain, **reserved for the purpose of presenting and offering Film** (according to Article 6.3.2. letter b) of these Terms and Conditions; in case you have clicked on the “AFDP button).

The final delivery destinations will be subsequently agreed with the relevant ARTinii representative.

b) ARTinii is obliged to deliver the copy of the Film through ARTinii Film Gallery service **via “B2B” digital communication to the final delivery destinations as specified in the previous provision.**

c) for the proper delivery of the Film to the selected destination or destinations you are obliged to pay the remuneration specified further in Article 6.4.6. of these Terms and Conditions

6.4.4. **DISCLAIMER:** For the avoidance of doubt, the cooperation agreement establishing a cooperative relationship governed by this Section 6. of these Terms and Conditions does not include any license, authorization, copyright or other similar right to use the Film under intellectual property rights regarding the Film, i.e. you are not granting to ARTinii and ARTinii does not acquire any license, authorization, copyright or other similar right to use the Film

under intellectual property rights, except for the permission to make a necessary technological modifications, to create a technical copy and to deliver modified copy of the Film to the selected destinations through ARTinii Film Gallery service.

ARTinii obligations and rights do not include the rights or possibilities of using the Film in public (whether offline or online). For the purposes of using the Film within the ARTinii Film Gallery service it is your obligation and at the same time the end user's or consumer's obligation to settle the relevant copyright authorizations on your/their own responsibility and account without any cooperation of ARTinii.

ARTinii provides you only with technical services related to the delivery of the Film via "B2B" digital communication for the purposes of subsequent presentation and offering the Film; ARTinii is not and will not be a user of the Film in copyright sense, which means that ARTinii is not and will be not responsible for settling the rights to use the Film within the ARTinii Film Gallery service and disclaims, waives and rejects any claims that may be made against ARTinii as a result of the unauthorized use of the Film in public.

The settlement of copyright and related rights and the financial performance satisfied with such settlement depends only on an agreement made between you (on one side) and end users and/or consumers (on the other side), in which ARTinii does not interfere in any way and does not enter into or participate in such negotiations or the agreement itself.

You hereby declare that you dispose with all rights to the Film which are necessary for using the ARTinii Film Gallery service. By using the ARTinii Film Gallery service you do not breach any third person's right. You take into consideration that ARTinii fully relies on truthfulness of this declaration and you are responsible for any damage caused to ARTinii as a result of the fact that your declaration is not true.

6.4.5. CONTRACTING PARTIES: The legal relationship arises between you and ARTinii on the basis of concluding a cooperation agreement according to Article 6.4.1. of these Terms and Conditions.

6.4.6. REMUNERATION AND PAYMENTS: For the proper delivery of the Film, you are obliged to pay the total price according to the individual amounts listed in the price list of the ARTinii Film Gallery service available online at www.artinii.pro (hereinafter also "**Price List**").

The total price corresponds to the individual amounts stated in the Price List and is calculated depending on the individual fee for the delivering of the Film, the total number of selected Film to be delivered and/or total number of destinations and/or recipients etc. The amounts stated in the Price List are final, complete, binding and it is not possible to change their amount without a special agreement between you and ARTinii.

You are obliged to pay the total price for the delivery of the Film on the basis of a summary invoice issued and sent by ARTinii during the calendar month following the month in which the ARTinii Film Gallery services were provided. The summary invoice will include the total amounts for all ARTinii Film Gallery services provided in the previous month. You are obliged to pay the total price to the bank account specified in the sent invoice and within the due date stated on the invoice.

Artinii may help you to process the payment for the license to the Film granted by you to the end users and / or consumers (see Article 6.4.4 hereof) under the following conditions:

- i. you shall set the price for the license to the Film,
- ii. ARTinii shall provide payment tool for payment (payment gateway) to be made by the end users and / or consumers for the license, the payment shall be made to ARTinii's bank account,
- iii. within the agreed time limit, ARTinii shall provide an accounting of the payments for license and of the price to be paid by you to ARTinii for the provided Services according to this Article 6.4.6.,
- iv. after the accounting is made, ARTinii shall transfer payments received from users and / or consumers for the license after deduction (set-off) of the price to be paid by you to ARTinii for the provided Services according to this Article 6.4.6. to the bank account specified by you,
- v. ARTinii does not have any responsibility for the end users and / or consumers payment of the price for license. You cannot claim any payment for the license from ARTinii.

ARTinii does not require a deposit or other similar payment from you.

6.4.7. ARTinii is subject to value added tax in the specified territories. The clients of Artinii and their partner projects are responsible for other payments and levies as determined by regional state rules. **DURATION OF COOPERATION AGREEMENT:** The cooperation agreement is concluded for the duration of the fulfillment of all rights and obligations arising from the agreement (including these Terms and Conditions). During this period it is not possible to terminate the cooperation agreement unilaterally without reason.

6.4.8. **OTHER:** You give your consent to the use of means of distance communication in concluding the cooperation agreement. The costs incurred by you when using means of distance communication in connection with the conclusion of the cooperation agreement (costs of Internet connection, telephone costs) are borne exclusively by you.

The conclusion of the cooperation agreement without negotiating all its requisites stipulated by the Civil Code is excluded in the sense of § 1726 of the Civil Code. In accordance with §1740 para. 3 of the Civil Code, ARTinii excludes acceptance of the offer with a change or deviation. Any additions, changes or modifications of rights and obligations stated in this Article 6. of these Terms and Conditions are not part of the cooperation agreement and are not binding unless a special written agreement is concluded between your and ARTinii.

For the avoidance of doubt, it is agreed that the integral part of the cooperation agreement are also provisions located in other Sections of these Terms and conditions (in particular, but not exclusively, where these Terms and conditions explicitly state, and/or Common and Final provisions in Section 10. of these Terms and Conditions e.t.c).

None of the provisions of these Terms and Conditions restricts the right of ARTinii to enter into any cooperation agreement with anyone under individually agreed terms in individually agreed cases. Provisions of individual agreements agreed in individual cases (not in the manner and according to these Terms and Conditions) deviating from these Terms and Conditions may be validly agreed in such cases, provided that the provisions of such individually negotiated agreements take precedence over the provisions contained in these Terms and Conditions.

6.4.9. TECHNOLOGY CONDITIONS: Films delivered to offline end user's destinations and/or online platform for the purposes of enabling downloads for personal (private/home) use have a **different level of technical security**:

- a) the Film delivered to offline end user's destinations is watermarked with unique digital video watermark, unique digital audio watermark and then encrypted with DRM technology (Fair Play for MacOS users and PlayReady for Windows users) using single key (the key is the same for audio and video streams bundled in the media container).
- b) when the Film is to be delivered to online platform for the purposes of enabling downloads for personal (private/home) use, ARTinii pre-process all combinations of video/audio streams by watermarking/encrypting the copy of the Film with digital video watermark, digital audio watermark and DRM key unique for every such combination.

In order to protect the film using the FairPlay DRM you are (as a rightsholder to the film) obliged to ask Apple Inc. for FPS Credentials (Fair Play Streaming Credentials) and provide them to ARTinii. For more information about obtaining FPS Credentials please see website of Apple Inc. <https://developer.apple.com/contact/fps/> or contact ARTinii technical support. The FPS Credentials may be provided to ARTinii via e-mail or via Website.

When uploading the film you take into your consideration that despite the fact that ARTinii adopts aforesaid protective technical solution in order to prevent the leak of the film (i.e. unauthorized publication of the film on the internet or otherwise, misuse, illegal distribution), any technical solution cannot provide 100% protection of the uploaded film against such misuse. Taken this fact into consideration, you agree that ARTinii is not liable for any leak of film if such leak cannot be prevented by protective technical solution implemented into ARTinii Cinema Player (for example leak by shooting from the screen) or if such protective technical solution is bypassed or otherwise overcome by third person or if the leak is caused by violation of third person's obligation and you do not have any claim against ARTinii arising from the leak.

7. ARTINII FILM GALLERY SERVICE

Provisions contained in this section apply when using ARTinii Film Gallery services

7.1. WHAT CONTRACTS ARE OR MAY BE CONCLUDED: For using the ARTinii Film Gallery service you enter into a contract regarding the use of ARTinii Film Gallery service with ARTinii, the content of which is given in this Section 7. or by conclusion of written Cooperation Agreement regarding ARTinii Film Gallery service which refers to this Terms and Conditions. of these Terms and conditions below. When using this kind of service you can also enter into a special cooperation agreement under the terms of Article 7.4. of these Terms and Conditions

7.2. WHEN THE CONTRACTS ARE OR MAY BE CONCLUDED: The contract regarding the use of ARTinii Film Gallery service is concluded by clicking on the "**AFDP** in "My films" section. The special cooperation agreement is concluded under the terms of Article 7.4. of these Terms and Conditions.

7.3. WHAT THE CONTRACT FOR THE USE OF THE SERVICE CONTAINS:

7.3.1. In the section "**My films**" located on the Website interface of your User account **you are allowed** to select **one or more** of your **uploaded** films, which are marked with the "**Ready for**

action” label, in order to **start presenting and offering them** via the **ARTinii Film Gallery service for two kinds/types of public use**, as specified below.

Film presenting and offering via ARTinii Film Gallery service is your right, not your duty. You are not obliged to present and/or offer any of your films and/or to enter into a special cooperation agreement according to Article 7.4. of these Terms and Conditions; the provisions of § 1732 para. 2 of the Civil Code shall not apply.

7.3.2. To start presenting and offering your films via ARTinii Film Gallery service for the purposes of public use, click on "AFDP" button. Subsequently, the Whitelabel administrator will, based on your agreement, make a particular film available either for:

- a) end users for the purposes of operation of recorded films within classic film screenings/projections held in real spaces (real cinema space, projection hall, etc.) in which films are to be operated from recordings in the physical presence of the spectators,
- b) to consumers directly via online communication with the possibility for consumers to download or stream a copy of the film, commonly known as "VOD" (i.e. "video on demand"), for personal (private/home) use only with the technical security limits guaranteeing only a limited number of plays/shows of the downloaded copy of the film; due to the fact that the "AFDP" button is common to allow the presentation of films online also for the purposes of the ARTinii Film Distribution Platform service, the specific form and manner of use of films within this or that platform must be subsequently agreed with a representative of ARTinii.

You are free to choose whether to present and offer the films in one or second kind of public use, as stated above, or both kinds of public use at the same time. Different ways/technology forms of offering and presenting films are associated with a different level and way of technical security of copies of films.

7.4. COOPERATION AGREEMENT (SUBJECT, OBJECT, CONTENTS)

7.4.1. **CONCLUSION:** The special cooperation agreement (and the legal cooperation relationship established on its basis) arise by **clicking on the "AFDP" button in "My films"** section in order to start presenting and offering the selected film or films via the ARTinii Film Gallery service.

7.4.2. **SUBJECT:** The subject of the cooperation agreement and the cooperation relationship created on its basis is such film or such films which you have selected to present and offer via the ARTinii Film Gallery service for the purposes of public use, as specified in Article 7.3.1 and 7.3.2 of these Terms and Conditions (hereinafter referred to as "Film" in a single issue).

7.4.3. **OBJECT:** By concluding the cooperation agreement:

- a) you authorize ARTinii and give ARTinii permission to **deliver the Film** (including making **necessary technological modifications and creation of a technical copy** of the Film) **via "B2B" digital communication to:**
 - the **online platform** operated by ARTinii on www.artinii.com or www.artinii.cz or other related second-order domains also containing a sub-domain, **reserved for the purpose of presenting and offering Film** (according to Article 7.3.2. letter a) of these Terms and Conditions; in case you have clicked on the "AFDP" button),
 - the **online platform** operated by ARTinii on www.artinii.com or www.artinii.cz or other related second-order domains also containing a sub-domain, **reserved for the purpose of presenting**

and offering Film (according to Article 7.3.2. letter b) of these Terms and Conditions; in case you have clicked on the “AFDP” button).

The final delivery destinations will be subsequently agreed with the relevant ARTinii representative.

b) ARTinii is obliged to deliver the copy of the Film through ARTinii Film Gallery service **via “B2B” digital communication to the final delivery destinations as specified in the previous provision.**

7.5. LICENSE/SUB-LICENSE AGREEMENT (SUBJECT, OBJECT, CONTENTS)

7.5.1. CONCLUSION: The special license/sub-license agreement (and the legal license/sub-license relationship established on its basis) (hereinafter referred to as “**License agreement**”) arise by entering into a special cooperation agreement under the terms of Article 7.4. of these Terms and Conditions. The legal relationship thus established is governed by these Terms and Conditions (including and, in the alternative, by the relevant provisions of the Civil Code and the Copyright Act, as amended).

7.5.2. SUBJECT: The subject of the License agreement and the license/sub-license relationship created on its basis is such film or such films that:

- a) have been uploaded on the Website interface,
 - b) are listed in the “**My films**” section located on the Website interface of your User account and at the same time are marked with the “**Published**” label.
- (collectively also “**Film**” in a single issue).

7.5.3. CONTRACTING PARTIES: The legal relationship arises between you and ARTinii on the basis of concluding the License agreement, where you are the provider of the license/sublicense to use the Film and ARTinii is the acquirer of the license/sublicense to use the Film; in relation to the rights for which you are the original rightholder, you provide ARTinii with and ARTinii acquires the license; in relation to the rights for which you are the derived acquirer, you provide ARTinii with and ARTinii acquires sublicense.

7.5.4. INDIVIDUAL PARTIAL FILM RIGHTS: From the point of view of the list of individual subjects of copyright or other legal protection, for which a license/sub-license is provided by License agreement, the Film means:

- a) audio-visual recording of an audiovisual work (producer's rights),
- b) the audiovisual work itself (director's rights),
- c) all other audiovisual copyright works used within the audiovisual work/recording, with the exception of musical works with or without lyrics, if the property rights of rights holders are managed in a certain territory by the relevant collective management organization (i.e. in particular, but not exclusively a literary masterpiece, theme, script, costumes, architecture and design, camera, editing, light-design, artistic solution, photography, etc.),
- d) artistic performances of performing actors, dancers, musicians, singers, performers,
- e) works of art, artistic performances and other protected objects of intellectual or intangible property, including objects of general protection of the personality protected by the Civil Code.

7.5.5. NO MUSIC RIGHTS: For the avoidance of doubt, the Film and the rights (license or sublicenses) provided under License agreement establishing a license relationship governed by these Terms and Conditions do not include any copyright or other right to exercise the right to use musical works with or without lyrics, if such works are part of a Film and if the property rights of rights holders are managed in a certain territory by the relevant collective management organization.

7.5.6. TYPES OF USE: You provide ARTinii with and ARTinii acquires the right to use the Film (license or sub-license) in the following types/methods of uses:

- a) by operation of the Film from the recording and the transmission of this operation of the recording pursuant to § 20 par. 1 and 2 of the Copyright Act, i.e. the operation of the Film in the form of a projection technically carried out by “**Artinii Cinema Player**”, only and exclusively within the so-called “*non-theatrical*” forms of operation, i.e. through screenings realized in front of a direct audience in any outdoor or indoor spaces, with the exception of cinema screenings as part of regular continuous cinema distribution,
- b) by placing language subtitles in the Film image for the purpose of language localization of the use of the Film with respect to the territory of use of the Film,
- c) by including the Film in a film database operated by ARTinii for the purpose of proposing the Film for use by end-users in accordance with the rights (license/sub-license) provided by License agreement, including the authorization to release and distribute for “PR”, promotion and marketing activities of ARTinii,
- d) by “B2B” digital transmission to the end-user and by creating the necessary technological reproduction of the Film, both in the connection of placing the Film into the “**Artinii Cinema Player**” being the part of ARTinii’s technology solution, provided that the Film is protected by unique safeguards preventing the misuse or illegal distribution of the Film, i.e. distribution of the Film outside the extent of the authorizations (sub-license) granted by a special sub-license agreement concluded between ARTinii and an end-user that will be granted a sub-license to use the Film.

(in the summary of all permissions, authorizations, licenses and sublicenses hereinafter referred to as “**License**”).

You hereby declare that you dispose with all rights which are subject of the License and that you are entitled to provide License to ARTinii without any limitation. Granting of License does not breach any third person’s right. You take into consideration that ARTinii fully relies on truthfulness of this declaration and you are responsible for any damage caused to ARTinii as a result of the fact that your declaration is not true.

For the avoidance of doubt, it is agreed that in addition to the Film itself, the License also applies to additional, related and promotional materials delivered in accordance with Article 7.5.9. of these Terms and Conditions.

7.5.7. EXTENT: The License is provided:

- a) as **non-exclusive**,
- b) as **territorially limited** to the territories specified by you in your User account,
- c) as **time unlimited**, i.e. **for the duration of copyright, i.e. the producer’s and author’s and performer’s property rights to the audio-visual recording, audio recordings, video recordings, author’s works and artistic performances included in the Film**,
- d) as **quantity unlimited**,

e) with the right to grant the License in whole or in part to an end-user (sublicense) and the right to assign the License in whole or in part to an end-user without your consent. By concluding of License agreement, you provides ARTinii with written consent to grant the License in whole or in part to an end-user (sublicense) and assign the License in whole or in part to an end-user without further consent,

f) without ARTinii's obligation to use the License.

7.5.8. REMUNERATION: In the event that ARTinii grants to any end-user a License in whole or in part within a sub-license, you shall be entitled to a **60% share license fee** unless agreed otherwise in written form (hereinafter referred to as "**Remuneration**") from ARTinii's income from granting the License in whole or in part within the sub-license (hereinafter only "**Income**"); the share license fee is calculated from the Income after all deductions, especially VAT. For the avoidance of doubt, it is agreed that the entitlement to the Remuneration does not arise in the case of "technological projections" of the Film realized by ARTinii pursuant to the provisions of Article 3.4.13. of these Terms and Conditions.

Except for the Remuneration specified above, you shall not be entitled to any other remuneration or any other financial or other similar consideration for granting the License. If you become entitled to the Remuneration, ARTinii shall pay the Remuneration covering the particular month by transferring it to your bank account you provided when filling in the Upload form within the agreed time limit.

ARTinii is not obliged to provide the License under sub-license in whole or in part to end-users. Except as expressly provided otherwise in these Terms and Conditions, ARTinii shall be entitled to provide the License under sub-license in whole or in part to end-users only for financial consideration specified in the appropriate variant of the pricelist. Free of charge licensing under a sublicense is permissible only for sponsored screenings, where your entitlement to the standard Remuneration remains unchanged.

For the avoidance of doubt, it is agreed that all costs of advertising, marketing and promoting the use of the Film in accordance with the License shall be covered by ARTinii only.

The Parties declare that they consider the Remuneration as reasonable in the agreed amount and that they took into account the time (duration), territorial and quantity extent (limitations) of the License when agreeing on the Remuneration.

7.5.9. ADDITIONAL, RELATED AND PROMOTIONAL MATERIALS: Without undue delay after the conclusion of the License agreement you are obliged to supply ARTinii with the following materials if available:

- a) available language subtitles in 'SRT' format,
- b) dialogue list in all available languages,
- c) music line-up,
- d) photos,
- e) trailer and/or teaser,
- f) poster in original language and other available language versions, in best possible quality (even in curves, if available),
- g) synopsis,
- h) presskit or other marketing materials.

7.5.10. DURATION: License agreement is concluded for the duration of copyright, i.e. the producer's and author's and performer's property rights to the audio-visual recording, audio recordings, video recordings, author's works and artistic performances included in the Film. Despite your warranties and representations set forth in the provisions of Section 10. Article 10.1. of these Terms and Conditions, the License granted by License agreement also terminates if your legal title to use the Film or some protected component of the Film expires prematurely from any reason (for example, expiration of your license to use the Film or some protected component of the Film, withdrawal from a contract concluded with the original copyright holder or assignee, if you are a distributor, etc.). From these reasons, you are obliged to supervise and control the premature termination or expiration of your legal title to use the Film on your part and if that happens, you are obliged to inform ARTinii immediately and remove the Film immediately from the ARTinii Film Gallery service. If, as a result of a sudden termination or expiration of your legal title to use the Film (and thus the termination of the License under License agreement), damage occurs on the part of ARTinii and/or third parties, you are obliged to pay it in full.

7.5.11. TERMINATION: Both contracting parties of the License agreement are entitled to terminate the License agreement in writing without giving any reason and with the termination period of one month from the date of delivery of the notice to the other contracting party, whereas the written form is fulfilled for these purposes in the case of sending an e-mail message to your verification e-mail address you provided when registering your User account (hereinafter referred to as "**Your e-mail address**") and/or to ARTinii's official contact e-mail address. Upon termination of the notice termination period, License agreement shall terminate to the extent of the ARTinii's authorization to provide the License in whole or in part via sublicense to end-users according to Article 7.5.7, letter e) of these Terms and Conditions, however

- a) ARTinii shall retain (even after the termination period) the License to use the Film to the extent, in which ARTinii provided the License in whole or in part with end-users within the sublicense, until the end of duration of sublicenses granted by ARTinii to all the end-users (i.e. until all sublicenses are expired to end-users), and furthermore
- b) you retain the right to the Remuneration relating to the Income from sub-licenses provided by ARTinii to end-users under the previous provision, and furthermore
- c) ARTinii shall be obliged to remove the Film from his database and system within 10 days after the end of duration of all the sublicenses granted by ARTinii to all the end-users (i. e. after all sublicenses are expired to end-users).

ARTinii is entitled to withdraw from already concluded License agreement also according to Article 2.3.5. of these Terms and Conditions.

7.5.12. OTHER: You give your consent to the use of means of distance communication in concluding the License agreement. The costs incurred by you when using means of distance communication in connection with the conclusion of the License agreement (costs of internet connection, telephone costs) are borne exclusively by you.

The conclusion of the License agreement without negotiating all its requisites stipulated by the Civil Code and/or the Copyright Act is excluded in the sense of § 1726 of the Civil Code. In accordance with §1740 para. 3 of the Civil Code, ARTinii excludes acceptance of the offer with a change or deviation.

For the avoidance of doubt, it is agreed that the integral part of the License agreement are also provisions located in other Sections of these Terms and conditions (in particular, but not exclusively, where these Terms and Conditions explicitly state, and/or Common and Final provisions in Section 10. of these Terms and Conditions e.t.c).

None of the provisions of these Terms and Conditions restricts the right of ARTinii to enter into any license/sub-license agreement with anyone under individually agreed terms in individually agreed cases. Provisions of individual agreements agreed in individual cases (not in the manner and according to these Terms and Conditions) deviating from these Terms and Conditions may be validly agreed in such cases, provided that the provisions of such individually negotiated agreements take precedence over the provisions contained in these Terms and Conditions.

7.5.13. CONTRACTING PARTIES: The legal relationship arises between you and ARTinii on the basis of concluding a cooperation agreement according to Article 7.4.1. of these Terms and Conditions.

7.5.14. DURATION OF COOPERATION AGREEMENT: The cooperation agreement is concluded for the duration of the fulfillment of all rights and obligations arising from the agreement (including these Terms and Conditions). During this period it is not possible to terminate the cooperation agreement unilaterally without reason.

7.5.15. OTHER: You give your consent to the use of means of distance communication in concluding the cooperation agreement. The costs incurred by you when using means of distance communication in connection with the conclusion of the cooperation agreement (costs of Internet connection, telephone costs) are borne exclusively by you.

The conclusion of the cooperation agreement without negotiating all its requisites stipulated by the Civil Code is excluded in the sense of § 1726 of the Civil Code. In accordance with §1740 para. 3 of the Civil Code, ARTinii excludes acceptance of the offer with a change or deviation. Any additions, changes or modifications of rights and obligations stated in this Article 7. of these Terms and Conditions are not part of the cooperation agreement and are not binding unless a special written agreement is concluded between your and ARTinii.

For the avoidance of doubt, it is agreed that the integral part of the cooperation agreement are also provisions located in other Sections of these Terms and conditions (in particular, but not exclusively, where these Terms and conditions explicitly state, and/or Common and Final provisions in Section 10. of these Terms and Conditions e.t.c).

None of the provisions of these Terms and Conditions restricts the right of ARTinii to enter into any cooperation agreement with anyone under individually agreed terms in individually agreed cases. Provisions of individual agreements agreed in individual cases (not in the manner and according to these Terms and Conditions) deviating from these Terms and Conditions may be validly agreed in such cases, provided that the provisions of such individually negotiated agreements take precedence over the provisions contained in these Terms and Conditions.

7.5.16. TECHNOLOGY CONDITIONS: Films delivered to offline end user's destinations and/or online platform for the purposes of enabling downloads for personal (private/home) use have a **different level of technical security**:

- a) the Film delivered to offline end user's destinations is watermarked with unique digital video watermark, unique digital audio watermark and then encrypted with DRM technology (Fair Play for MacOS users and PlayReady for Windows users) using single key (the key is the same for audio and video streams bundled in the media container).
- b) when the Film is to be delivered to online platform for the purposes of enabling downloads for personal (private/home) use, ARTinii pre-process all combinations of video/audio streams by watermarking/encrypting the copy of the Film with digital video watermark, digital audio watermark and DRM key unique for every such combination.

In order to protect the film using the FairPlay DRM you are (as a rightsholder to the film) obliged to ask Apple Inc. for FPS Credentials (Fair Play Streaming Credentials) and provide them to ARTinii. For more information about obtaining FPS Credentials please see website of Apple Inc. <https://developer.apple.com/contact/fps/> or contact ARTinii technical support. The FPS Credentials may be provided to ARTinii via e-mail or via Website.

When uploading the film you take into your consideration that despite the fact that ARTinii adopts aforesaid protective technical solution in order to prevent the leak of the film (i.e. unauthorized publication of the film on the internet or otherwise, misuse, illegal distribution), any technical solution cannot provide 100% protection of the uploaded film against such misuse. Taken this fact into consideration, you agree that ARTinii is not liable for any leak of film if such leak cannot be prevented by protective technical solution implemented into ARTinii Cinema Player (for example leak by shooting from the screen) or if such protective technical solution is bypassed or otherwise overcome by third person or if the leak is caused by violation of third person's obligation and you do not have any claim against ARTinii arising from the leak.

8. ARTINII FILM FESTIVAL PLATFORM SERVICES

Provisions in this section apply when using Artinii Film Festival Platform Services for Film Festival Organizers

8.1. This Section 8. of these Terms and Conditions regulates the mutual rights and obligations related to use "Artinii Film Festival Platform" ("**Platform**") by film festival organizers ("**you**" or "**Organizer**")

8.2. The Platform is operated by ARTinii on www.artinii.com or www.artinii.cz or www.artinii.pro or www.cinemanywhere.com or other related second-order domains according to the sole ARTinii discretion also containing a sub-domain of a particular Organizer ("**Web Site**") through the specific festival interface ("**Festival Interface**").

8.3. Film festival (hereinafter referred to in "**Festival**" only) means the possibility of organizing a film festival in the "classic" off-line version due to the classic operation of the film or other audio-visual content in the cinema in the physical presence of spectators and/or also "modern" online the way a copy of the film is communicated to the public with the possibility to download or stream a copy of the film, commonly known as "VOD" (i.e. "video on demand"),

for personal (private/home) use only with the technical security limits guaranteeing only a limited number of plays/shows of the downloaded copy of the film.

8.4. You are free to choose whether to organize the Festival in one or second form, as stated above, or both forms at the same time. Different ways/technology forms of organizing a Festival and presenting films are associated with a different level and way of technical security of copies of films. And also, different legal, financial and/or technological conditions regarding ARTinii's services are associated with a different way/technology forms of organizing the Festival.

8.5. WHAT CONTRACTS ARE OR MAY BE CONCLUDED: For using the ARTinii Film Distribution Platform service you enter into a contract regarding the use of ARTinii Film Distribution Platform service with ARTinii, the content of which is given in this section 8. of these TaC below. When using this kind of service you can also enter into a special cooperation agreement under the terms of Article 8.7. of these TaC.

8.6. WHEN THE CONTRACTS ARE OR MAY BE CONCLUDED: The contract regarding the use of ARTinii Film Distribution Platform service is concluded at the moment of logging into the ARTinii Film Distribution Platform service or by conclusion of written Cooperation Agreement regarding ARTinii Festival service which refers to this Terms and Conditions. The special cooperation agreement is concluded under the terms of Article 8.8. of these Terms and Conditions.

8.7. WHAT THE CONTRACT FOR THE USE OF THE SERVICE CONTAINS:

8.7.1. MAKING AN ORDER: If the relevant rights holder agrees to register and present one of his films at a Festival, it will be reflected in the relevant box in the Festival Interface. In other words, you will be allowed in the Festival Interface to select for your Festivals only those films for which the relevant rights holder has given his consent and registration for the delivery and presentation at the Festival. The Festival Interface contains information on the films registered and offered to offline Festival sites and/or online Festival pages for the purposes of enabling downloads for personal (private/home) use. The entire offer of films registered by rights holders for a certain Festival as presented in the Festival Interface is of an informative nature; you are not obliged to order delivering of the films or enter into a cooperation agreement regarding delivering of any such films. The provisions of § 1732 (2) of the Civil Code do not apply.

8.7.2. FESTIVAL PLATFORM ORDER FORM: To order the delivery of a film(s), you have to fill in the information and data required in each step of the order form in the Festival Interface. The order form specifies, in particular, the information as follows (provided that the functions may change, increase, decrease with regard to the development of the Platform): a) whether the film will be delivered to offline Festival sites and/or online Festival pages for the purposes of enabling downloads for personal (private/home) use;

a) order (display order on the web-page)

b) period limit (from-to) to publishing/making available for downloading the films online

c) period limit (from-to) and number limit for time and number the downloaded films can be played (per film)

d) geo-blocking (territoriality limits) regarding use of the films within online Festival pages for the purposes enabling downloads for personal (private/home) use;

- e) online ticket cap (maximum limit of number of online downloads per each film);
- f) prices for downloading of the Film within online Festival pages for the purposes enabling downloads for personal (private/home) use, etc.;
- g) and you can also create/add “Festival packages”, which you can further set up:
 - period limit (from-to) to publishing/making available for downloading the films online
 - geo-blocking (territoriality limits) regarding use of the films within online Festival pages for the purposes enabling downloads for personal (private/home) use
 - licence price per Festival package
 (hereinafter referred to in “**Order form**”).

8.7.3. COMPLETION: During the process of completing an Order form, in certain steps you have the option to check and amend the data entered in the Order form, including the possibility to detect and correct errors which arise while entering the data in the Order form. Any data and information entered in the Order form are considered accurate by ARTinii. The Order form is completed by clicking on the button “**SEND**” in case of delivering to offline Festival sites and/or on the button “**SAVE**” in case of delivering to online Festival pages.

8.7.4. CONFIRMATION: By sending the completed Order form, you confirm that the special cooperation agreement is concluded under the conditions set out in Article 8.8. of these Terms and Conditions certify that these Terms and Conditions become part of the cooperation agreement, you have familiarised yourself with these Terms and Conditions properly and consider them clear and comprehensible, and you undertake to accept these Terms and Conditions as well as any legal conditions valid and effective at the time of sending the completed the Order form.

8.7.5. ADDITIONAL APPROVAL: Depending on the nature of the Order form (number limit of approved plays/shows, geoblocking limits, online ticket cap, prices for downloading etc.), ARTinii may ask you in each specific case for additional confirmation of your Order form (such as in writing or by phone).

8.8. COOPERATION AGREEMENT (SUBJECT, OBJECT, CONTENTS)

8.8.1. CONCLUSION: A cooperation agreement and the cooperation legal relationship thereunder come into existence and legal effect upon the sending of a duly completed Order form (by clicking on the “**SEND**” and/or “**SAVE**” button in the last step of filling out the Order form form). The legal relationship thus established is governed by these Terms and Conditions and by applicable provisions of the Civil Code, as amended.

8.8.2. SUBJECT AND OBJECT: The legal relationship arises between you and ARTinii on the basis of concluding a cooperation agreement according to the previous provisions, in which:

- a) ARTinii is responsible for:
 - technical provision of film delivery to ordered offline Festival sites and/or online Festival pages for the purposes of enabling downloads or streaming for personal (private/home) use only (“VOD”),
 - in the case of choosing the online form of the Festival, operation of technical services in the form of a payment gateway enabling implementation and collection of payments from Festival spectators for downloads of films, whereas payments from Festival spectators will be collected and remitted to the bank account of ARTinii and ARTinii will be obliged to subsequently transfer these payments in full gross amount to the Organizer; the accountant and tax

recipient of selected payments is therefore the Organizer only, and ARTinii only provides a technical solution in the form of ensuring the collection of payment and payment instrument.
b) you are responsible for the proper and timely payment of the aggregate price for (above specified) ARTinii services in the manner, to the extent and under the conditions set forth below.

The subject-matter of a cooperation agreement consist of a film(s) or other audio-visual content entered in your completed and sent Order form, with the description, technical information and any other parameters of such film(s) or other audio-visual content being specified in your completed and sent Order form (hereinafter such film or films or other audio-visual content also referred to using the singular form “**Film**”). Examples of a Film include full-length actors’ films and/or cartoons, musical films, TV series, TV programmes, documentaries, music videos, concert recordings, theater performance recordings, commercials, trailers, teasers or any other audio-visual content including additional content etc.

PROMISE OF COMPENSATION: If a contractual penalty (fine) is imposed on ARTinii by a card company or a provider or operator or payment gateway provider or other similar entity or if damage occurs to ARTinii in connection with the business activities of the Organizer, the Organizer is obliged to pay such contractual penalty (fine) or damages no later than 5 calendar days from the date of receipt of the written request. The provision under the previous sentence also applies to cases where funds would be remitted through the payment gateway in a situation where the Organizer has not sufficiently secured or settled the relevant copyright rights for the use of the Film or in connection with the distribution or other use of the Film or if the Organizer violated a law or other legal obligation in connection with another business activity of the Organizer. 8.8.3.

DISCLAIMER: For the avoidance of doubt, the cooperation agreement does not include the granting of any permission, authorization, license or any other copyright to make the Film available to public or to dispose of the Film in any way (beyond the delivery to the film Festival itself). ARTinii provides a technological solution for the delivery of the Film via “B2B” digital communication only and does not provide any permission, authorization or license to use the Film in copyright sense. For the purposes of using the Film within the Festival (offline or online), you are obliged to settle the relevant rights with the right-holders directly, i.e. without the cooperation of ARTinii. ARTinii is not and will not be a user of the Film in copyright sense, ARTinii is not responsible for settling the rights to use the Film within the Festival (offline or online), will not itself be a communicator or user of the Film to public and disclaims, waives and rejects any claims that may be made against ARTinii by legitimate right-holders as a result of the unauthorized use of the Film in public.

8.8.4. PRICING: For provision of ARTinii services specified in Article 8.8.2., letter a) of these Terms and Conditions you are obliged to pay an aggregate price based primarily on individual agreement made between ARTinii and the Organizer in individual cases, or, unless the total price is agreed individually, on the amounts given in the Film Festival Platform Price List accessible at the Web Site (“**Price List**”). The Price List applies in alternative, if no individual total price is agreed.

The Price list contains different unit prices for delivery depending on whether the Film is to be delivered to offline Festival sites or online Festival pages for the purposes of personal

(private/home) use, on the duration of the Film and even on other aspects specified in the Price List.

The amounts stated in the Price List are final, complete, binding and it is not possible to change their amount without a special agreement between you and ARTinii.

You are obliged to pay the total price for ARTinii services on the basis of a summary invoice issued and sent by ARTinii during the calendar month following the month in which you completed and sent the Order form (or for another previous accounting period). The summary invoice will include the total amounts for all ARTinii services provided in the previous month (or in another previous accounting period). You are obliged to pay the total price to the bank account specified in the sent invoice and within the due date stated on the invoice.

ARTinii does not require a deposit or other similar payment from you.

ARTinii is subject to value added tax in the specified territories. The clients of Artinii and their partner projects are responsible for other payments and levies as determined by regional state rules.

8.8.5. ABUSE PREVENTION: You are obliged to prevent, on your own responsibility and account, any misuse and/or making of unauthorised copies and/or recordings of the Film on any audio, visual or audio-visual medium during authorised using of the Film for spectators/consumers, and to make every effort as may be required and necessary to make sure none of that is done by a third party including your staffs, colleagues, employees and consumers.

Having regard to the fact that the cooperation agreement does not include any permission, authorization or licence to exercise the right to use the Film in public, you are required to obtain, at your own risk and responsibility and on your own account, the permission (licence) for the use of the Film. As part of this obligation, you are also required to settle any and all financial as well as other claims of the collective administrator and/or rights holder related to the use of the Film. ARTinii assumes no liability for illegal use of the Film.

8.8.6. DURATION: cooperation agreement is concluded for the duration of the fulfilment of all rights and obligations arising from the agreement (including these Terms and Conditions). During this period, it is not possible to terminate the cooperation agreement unilaterally without reason.

8.8.7. TECHNOLOGY CONDITIONS: The Films delivered to **offline festival sites** and/or **online festival pages** for the purposes of enabling downloads for personal (private/home) use have a **different level of technical security**:

- a) the Film delivered to **offline festival sites** is watermarked with unique digital video watermark, unique digital audio watermark and then encrypted with DRM technology (Fair Play for MacOS users and PlayReady for Windows users) using single key (the key is the same for audio and video streams bundled in the media container).
- b) when the Film is to be delivered to online festival pages for the purposes of enabling downloads for personal (private/home) use, ARTinii pre-process all combinations of video/audio streams by watermarking/encrypting the copy of the Film with digital video watermark, digital audio watermark and DRM key unique for every such combination. In order

to protect the film using the FairPlay DRM you are (as a rightsholder to the film) obliged to ask Apple Inc. for FPS Credentials (Fair Play Streaming Credentials) and provide them to ARTinii. For more information about obtaining FPS Credentials please see website of Apple Inc. <https://developer.apple.com/contact/fps/> or contact ARTinii technical support. The FPS Credentials may be provided to ARTinii via e-mail or via Website.

8.8.8. WITHDRAWAL: If you materially breach your contractual obligation and fail to remedy such breach within fifteen (15) days after you are notified of such breach by ARTinii in writing, ARTinii may withdraw from the cooperation agreement in writing. Such withdrawal becomes effective as of the day when you are delivered the written notice of withdrawal. For these purposes, delivery of an e-mail to your e-mail address is sufficient for complying with the condition of delivery in a written form. Withdrawal from the cooperation agreement in accordance with this provision is without prejudice to a claim for damages under generally binding legal regulations.

8.8.9. OTHERS: You hereby give consent to the use of remote communication means for entering into the cooperation agreement. Any expenses you may incur in relation to using remote communication means for entering into the cooperation agreement (internet connection, telephone charges) are borne solely by yourself.

Entering into the cooperation agreement unless agreeing on any essential elements thereof as arising from the Civil Code is excluded pursuant to § 1726 of the Civil Code. Pursuant to § 1740 (3) of the Civil Code, ARTinii rules out the option of accepting a changed or differing offer (beyond the scope of the data and information pre-entered in the Order form). Any additions, changes or amendments which by their nature or factually do not pertain to the windows (blank spots) to be completed in the Order form or are factually incorrect due to their nature or as regards their placement in a particular window (blank spot) in the Order form do not constitute part of the cooperation agreement and are not considered binding.

For the avoidance of doubt, it is agreed that the integral part of the cooperation agreement are also provisions located in other Sections of these Terms and Conditions.

None of the provisions hereof restricts ARTinii in right to enter into any cooperation or other agreement with any party whatsoever under terms and conditions agreed on individually in specific cases. In such specific cases, the provisions of individual agreements (not entered into in a manner and under these Terms and Conditions) different from these Terms and Conditions may be agreed on validly and prevail over the provisions of these Terms and Conditions.

8.8.10. When organizing the Festival, you are solely responsible for meeting of any applicable local legal requirements. You are also responsible for payment of any taxes and fees as stipulated by any applicable local legal regulations.

8.8.11. AGE LIMIT: Usage of the Platform is intended solely for legal entities and/or individuals over the age of eighteen (18) years. The Platform may not be used by individuals younger than eighteen (18) years of age. Therefore, in case you are an individual, you confirm having reached eighteen (18) years of age. If you are an individual younger than eighteen (18) years of age, you must discontinue/end the process of User Account registration as well as the process of ordering films and/or using other ARTinii services.

9. COMMUNITY END USERS OF FILM

Provisions in this section apply when using the Services for End Users

9.1. Introductory Provisions

9.1.1. This Section 9. of these Terms and Conditions regulates the mutual rights and obligations arising from or in connection with the registration and use of a user account and from or in connection with a sub-licence agreement ("**Sub-Licence Agreement**") or cooperation agreement ("**Cooperation Agreement**") made with you via the e-shop titled "**CinemaAnywhere Marketplace**", "**ARTinii Content Delivery**", "**ARTinii Film Gallery**" operated by ARTinii on www.artinii.com or www.artinii.cz or www.cinemanywhere.com or other related second-order domains according to the sole ARTinii discretion ("**Web Site**") through the Web Site interface ("**E- shop Interface**").

9.1.2. In the case of services "**CinemaAnywhere Marketplace**" and "**ARTinii Film Gallery**" you enter into the Sublicence Agreement. Provisions different from those laid down herein may be agreed on via the Sub-Licence Agreement. Such differing Sub-Licence Agreement provisions prevail over the provisions hereof.

In the case of services "**ARTinii Content Delivery**" and "**ARTinii Film Gallery**" you enter into the Cooperation Agreement.

Articles 9.1.3. to 9.2.7. apply to **CinemaAnywhere marketplace**", "**ARTinii Content Delivery**", "**ARTinii Film Gallery**" services.

Articles 9.3. to 9.12.1. apply to **CinemaAnywhere marketplace**" and "**ARTinii Film Gallery**" services only.

Articles 9.13 to 9.18 apply to "**ARTinii Content Delivery**" and "**ARTinii Film Gallery**" services only.

9.1.3. The provisions hereof are incorporated in the Sub-Licence Agreement /Cooperation Agreement as an inseparable part thereof.

9.1.4. "**CinemaAnywhere marketplace**" "**ARTinii Content Delivery**", "**ARTinii Film Gallery**" is intended solely for legal entities and/or individuals over the age of eighteen (18) years. The services of "**CinemaAnywhere marketplace**", "**ARTinii Content Delivery**", "**ARTinii Film Gallery**" may not be used by individuals younger than eighteen (18) years of age. Therefore, in case you are an individual, you confirm having reached eighteen (18) years of age. If you are an individual younger than eighteen (18) years of age, you must discontinue/end the process of User Account registration as well as the process of ordering film screening.

9.2. E-shop interface and order form

9.2.1. The E-shop Interface contains information on the films offered, including the prices for the screening. The screening prices are inclusive of any and all related charges, less VAT. The screening prices remain effective as long as displayed in the E-shop Interface. This provision is without prejudice to ARTinii's having the option to enter into a Sub- Licence Agreement / Cooperation Agreement under terms and conditions agreed on individually.

9.2.2. The entire offer of films as presented in the E-shop Interface:

a) may be amended in time; ARTinii does not guarantee that the films, or the screening of films on offer in the E-shop Interface, will be available and each specific Order of a specific film, or specific film(s) screening, at a specific time and extent must be confirmed by ARTinii; and

b) is of an informative nature; you are not obliged to order the screening of the films or enter into a Sub-Licence Agreement / Cooperation Agreement regarding the screening of any such films. The provisions of S. 1732 (2) of the Civil Code do not apply.

9.2.3. To order the screening of a film(s), you are to fill in the information and data required in each step of the order form in the E-shop Interface. The order form specifies, in particular, the information as follows:

- a) screening venue/territory;
 - b) number of screenings, etc.;
 - c) payment terms and methods, etc.
- (hereinafter jointly also referred to as “**Order**”).

9.2.4. During the process of completing an Order, in certain steps you have the option to check and amend the data entered in the Order, including the possibility to detect and correct errors which arise while entering the data in the Order. Any data and information entered in the Order are considered accurate by ARTinii. The Order is completed and delivered by clicking on the button “PAY” whereupon you will be redirected to the payment gateway.

9.2.5. By completing and delivering the Order, you certify that these Terms and Conditions become part of the Sub-Licence Agreement / Cooperation Agreement, you have familiarized yourself with these Terms and Conditions properly and consider them clear and comprehensible, and you agree to accept these Terms and Conditions as well as any legal conditions valid and effective at the time of completing and delivering the Order.

9.2.6. After receiving the Order, ARTinii will confirm its delivery by an e-mail delivered to your e-mail address as entered in your User Account or in the Order (“**Your E-mail Address**”).

9.2.7. Based on the nature of the Order (number of screenings, aggregate price for the screenings, etc.), ARTinii may ask you in each specific case for additional confirmation of your Order (such as in writing or by phone).

9.3. Entering into a Sub-Licence Agreement

9.3.1. A Sub-Licence Agreement and the sub-licence legal relationship thereunder come into existence upon the sending of a duly completed Order (by clicking on the “PAY” button) and by the payment of the aggregate price for the provision of the sub-licence made via the payment gateway in a manner and under the conditions arising from Terms and Conditions. Such legal relationship is governed by these Terms and Conditions and by applicable provisions of the Civil Code and the Copyright Act, as amended.

9.3.2. You hereby give consent to the use of remote communication means for entering into the Sub-Licence Agreement. Any expenses you may incur in relation to using remote communication means for entering into the Sub-Licence Agreement (internet connection, telephone charges) are borne solely by yourself.

9.3.3. Entering into the Sub-Licence Agreement unless agreeing on any essential elements thereof as arising from the Civil Code and/or the Copyright Act is excluded pursuant to S. 1726 of the Civil Code. Pursuant to S. 1740 (3) of the Civil Code, ARTinii (and also the company Digsen being represented by ARTinii,) rules out the option of accepting a changed or differing

offer (beyond the scope of the data and information pre-entered in the Order). Any additions, changes or amendments which by their nature or factually do not pertain to the windows (blank spots) to be completed in the Order or are factually incorrect due to their nature or as regards their placement in a particular window (blank spot) in the Order do not constitute part of the Sub-Licence Agreement and are not considered binding.

9.3.4. None of the provisions hereof restricts ARTinii (and/or Digsen;) in their right to enter into any licence or sub-licence agreement with any party whatsoever under terms and conditions agreed on individually in specific cases. In such specific cases, the provisions of individual agreements (not entered into in a manner and under the terms and conditions laid down herein) different from these Terms and Conditions may be agreed on validly and prevail over the provisions laid down herein.

9.4. Films

9.4.1. The subject-matter of a Sub-Licence Agreement and any sub-licence relationship arising therefrom is a film(s) entered in a completed and approved Order, with the description, technical information and any other parameters of such film(s) being specified in the completed and approved Order (hereinafter such film or films also referred to using the singular form “**Film**”).

9.4.2. From the perspective of the listing of specific subjects of copyright or other legal protection in regard of which the sub-licence is granted by way of the Sub-Licence Agreement, a Film is understood to be:

- a) audio-visual recording of an audio-visual work (producer’s rights);
- b) audio-visual work in itself (director’s rights);
- c) any other audio-visual copyrighted works used as part of such audio-visual work/recording, except for musical works, whether with or without lyrics, provided that the property rights of the rights holders are administered by a collective administrator having competence over a certain territory (i.e., especially, but not limited to, the literary work upon which the audio-visual work is based; original idea; scenario; costumes; architecture and stage setting; camera; editing; light-design; artistic design; photos, etc.);
- d) performance of an actor, dancer, musician, singer, acrobat or any other performing artist;
- e) work of art, artistic performance and any other subject of intellectual or intangible property rights, including subjects of general personal rights protection under the Civil Code.

Examples of a Film include full-length actors’ films and/or cartoons, musical films, TV series, TV programmes, documentaries, music videos, concert recordings, theatre performance recordings, commercials, trailers, teasers, etc.

9.4.3. For the avoidance of doubt, we specifically point out that no authorisation arising from copyright or any other entitlement to exercise the right of use of a musical work, whether with or without lyrics, constitutes part of any Film and/or of the permission (sub-licence) granted by any Sub-Licence Agreement establishing a sub-licence relationship hereunder in cases where such work is part of the Film and the property rights of the rights holders are administered by a collective administrator having competence over a particular territory.

9.4.4. After a Sub-Licence Agreement is entered into in the manner described herein, you are granted the permission (sub-licence):

- a) to exercise the right of use of a Film based as specified in Article 9.4.1 hereof;
- b) which covers specific subjects of copyright or other legal protection which are incorporated or otherwise included in a Film as specified in Article 9.4.2 hereof;

all that in a manner and extent and under other terms and conditions hereof.

9.5. Parties of a Sub-Licence Agreement

9.5.1. Based on the Film selected by way of the Order, Sub-Licence Agreements may be entered into (and legal relationships may arise) in the manner described herein between you on the one part and two different parties on the other part. That is, these Terms and Conditions govern the Sub-Licence Agreements and the legal relationships arising therefrom between you on the one part and two other parties on the other part depending on the Film specifically selected (unless expressly provided otherwise herein).

9.5.2. If you select a Film referred to in the Order as “**ARTinii Licence**”, the Sub-Licence Agreement and the legal relationship arising therefrom have the following nature and elements:

- a) the legal relationship arises between you and ARTinii upon a Sub-Licence Agreement entered into in the manner described herein between you as the sub- licensee authorised to use the Film and ARTinii as the licensor granting the licence whereby you are permitted to use the Film;
- b) within such legal relationship, ARTinii is a distributor deriving their right to enter into a Sub-Licence Agreement with you from their being the immediate sub-licensee (sub-licence holder) authorised to use the Film based on a licence or sub-licence agreement made with the licensor from whom ARTinii obtained the permission (licence or sub-licence) to use the Film including ARTinii’s right to grant the permission (sub-licence) to use the Film to you or other community end users;
- c) the grantor of the permission (licence or sub-licence) from whom ARTinii obtained the permission (licence or sub-licence) to use the Film including ARTinii’s right to grant the permission (licence or sub-licence) to use the Film to you or other community end users is understood to be any individual or legal entity such as a filmmaker (producer or co-producer) or distributor or any other licensee authorized to use the Film including the right to provide the sub-licence for the use of the Film to third parties (“**Licensor**”).

9.5.3. If you select a Film referred to in the Order as “**Digsen Licence**”, the Sub-Licence Agreement and the legal relationship arising therefrom have the following nature and elements:

- a) the sub-licence relationship arises between you and Digsen s.r.o., with its registered office at Drahojlova 1894/52, Libeň, 190 00 Prague 9, ID No.: 271 99 517, entered in the Commercial Register maintained by the Municipal Court in Prague under File No. C 103885 (“**Digsen**”) upon a Sub-Licence Agreement entered into in the manner described herein between you as the sub-licensee authorised to use the Film and Digsen as the licensor granting the sub-licence for the use of the Film;
- b) ARTinii is not a party of any Sub-Licence Agreement made between you and Digsen in a manner described herein and, accordingly, ARTinii is not a party of the legal relationship between you and Digsen;
- c) in a manner described herein, ARTinii enters into a Sub-Licence Agreement with you only as a direct agent of Digsen based on a direct agency agreement made with Digsen from which

ARTinii obtained the right to act on behalf and account Digsen in entering into Sub-Licence Agreements for the use of Films referred to as “**Digsen Licence**” with you or any other community end users.

9.6. Manners of use

9.6.1. The permission (sub-licence) to use the Film covers solely and exclusively the use of a Film recording and transmission of such recording in accordance with S. 20 (1) and (2) of the Copyright Act, i.e., use of the Film in the form of screening via a software player titled “**Artinii Cinema Player**”, and that solely and exclusive in the form of so called “non-theatrical” use, that is, by direct screening to an audience only in the venues or on the premises as follows: schools, universities, colleges, kindergartens/child groups, nurseries, film clubs/societies, small cinemas (only to the extent that such screening is part of a broader event such as a festival, exhibition, screening for a specific group of people - old age pensioners, etc.), libraries, prisons, restaurants, night clubs, bars, pubs, karaoke rooms, cafés, spas, parks and similar leisure activity premises, retail premises (shops/shopping malls/shopping centres), hairdressing salons, hospitals, day-care centres, nursing homes, public buildings, councils, church services, airport lounges, youth clubs, community/sports clubs, health clubs, corporate or company clubs and events, trains, expositions, third-party promotional events, banks, dentist offices and waiting rooms, caravan parks, camps, military/army or government buildings, coaches and guides (jointly also referred to as “**Sub-Licence**”).

9.7. Sub-Licence Extent

9.7.1. Any Sub-Licence granted to you is:

- a) **non-exclusive**;
- b) **territorially restricted to the territory of the country (countries)** specified in a confirmed Order;
- c) **time-restricted** to the period of **three (3) months** from the date of the Sub- Licence Agreement (i.e., from delivery of receipt confirmation/acceptance of an Order delivered to you by ARTinii to your e-mail address), **such period not to exceed the date specified in the Film card in the E-shop Interface**;
- d) **quantity-restricted** to cover **the number of screenings** specified in a confirmed Order;
- e) **technically restricted** to allow use solely and exclusively via “**ARTinii Cinema Player**” while also disabling playing of the Film via other technical means;
- f) **less the right** to grant full or partial Sub-Licence to third parties and less the right to assign full or partial Sub-Licence to third parties.

9.7.2. You are not obligated to make use of the Sub-Licence.

9.8. Screening Price

9.8.1. For being granted a Sub-Licence, you must pay an aggregate price based on the amounts given in the Film Screening Price List accessible in the E-Shop Interface or on the Web Site (“**Price List**”).

9.8.2. The aggregate price reflects the amounts given in the Price List and is calculated based on the price for a single screening of a Film, the number of the screenings ordered for specific localities based on their capacity and territory. The aggregate price is displayed after you enter the Film in your on-line shopping cart. The amounts given in the Price List are final, full and binding and may not be adjusted without a specific agreement between you and ARTinii (or Digsen represented by ARTinii).

9.8.3. You are required to pay the aggregate price for the Sub-Licence by a payment card immediately after sending off a completed Order (by clicking on the “PAY” button). Upon doing so, you will automatically be redirected to ARTinii’s processing bank that will ask you to enter your payment card information: payment card number, card expiration date and CVV2/CVC2 - the last three numbers printed on the payment card signature panel. You are to enter the information directly on the payment site of the processing bank which will ensure indecipherable data transmission and communicate to ARTinii only the authorisation result, thus giving the instruction for the processing of the Order. This eliminates the possibility of unprotected data free transfer via a public computer network. You will be advised of the transaction result by e-mail. ARTinii accepts the following payment cards: VISA Electron, VISA, Maestro (if such cards are included in the 3D-Secure system by the issuing bank), MasterCard. The logos “Verified by Visa” of the Visa Card Association and “MasterCardSecureCode” of the MasterCard Card Association guarantee a secure payment via ARTinii’s e-shop.

9.8.4. ARTinii does not require any advance or any other similar payment from you. This is without prejudice to the provision of the preceding paragraph concerning the obligation to make the payment of the aggregate price in advance.

9.8.5. To the extent that it is standard business practice or laid down by generally binding legal regulations, ARTinii will issue to you a tax document – invoice in regard of the payments made under the Sub-Licence Agreement. **ARTinii is a VAT-payer.** Such tax document – invoice will be issued by ARTinii after you have paid the aggregate price and delivered electronically to your e-mail address.

9.9. Obligation in regard of prevention of illegal film/music dissemination

9.9.1. You are not allowed to make any copies or secondary recordings of a Film on any audio, visual or audio-visual medium during any authorised screening for viewers carried out in accordance with a Sub-Licence Agreement. You are obligated to prevent, on your own responsibility and account, any misuse and/or making of unauthorised copies and/or recordings of a Film on any audio, visual or audio-visual medium during authorised screening of the Film for viewers carried out in accordance with a Sub-Licence Agreement, and to make every effort as may be required and necessary to make sure none of that is done by a third party including your staffs, colleagues, employees and viewers.

9.9.2. Having regard to the fact that no Sub-Licence includes the permission to exercise the right of use of a musical work, whether with or without lyrics, in cases where the property rights of the respective authors or other holders of the rights in such musical works are administered by a collective administrator having competence over a specific territory, you are required to obtain, at your own risk and responsibility and on your own account, the permission (licence) for the use of such musical works, whether with or without lyrics, which form part of a Film and in regard of which the property rights are administered by a collective administrator competent over the specific territory, with such permission (licence) to be obtained via the competent collective administrator. As part of this obligation, you are also required to settle any and all financial as well as other claims of the collective administrator and/or rights holder related to the use of such musical works, whether with or without lyrics, which constitute part of a Film in using the Film. ARTinii (and Digsen represented by ARTinii) assumes no liability for illegal use of musical works, whether with or without lyrics, arising from the use of a musical work, whether with or without lyrics, in using a Film.

9.10. Term of the Sub-Licence Agreement

9.10.1. Any Sub-Licence Agreement is made for the period of duration of Sub-Licence pursuant to Article 9.7.1. c) hereof.

9.11. Withdrawal from Sub-Licence Agreement

9.11.1. If you materially breach your contractual obligation and fail to remedy such breach within fifteen (15) days after you are notified of such breach by ARTinii (or by Digsen represented by ARTinii) in writing, ARTinii (or Digsen represented by ARTinii) may withdraw from the Sub-Licence Agreement in writing. Such withdrawal becomes effective as of the day when you are delivered the written notice of withdrawal. For these purposes, delivery of an e-mail to your e-mail address is sufficient for complying with the condition of delivery in a written form. As of the effective date of such withdrawal, you must refrain from any continued use of the Film.

9.11.2. For the avoidance of doubt, you are considered to be in material breach of obligations if, among other things, you fail to perform or fail to comply with the conditions and requirements arising from Articles 1.3.1. and/or 1.3.3. and/or 1.3.4. hereof; if so, ARTinii (or Digsen represented by ARTinii) may immediately withdraw from the Sub-Licence Agreement (without granting an additional period for rectification) with effect as of the day when you are delivered the notice of withdrawal.

9.11.3. Withdrawal from the Sub-Licence Agreement in accordance with this Article is without prejudice to a claim for damages under generally binding legal regulations.

9.12. Sub-Licence Agreement Termination

9.12.1. ARTinii (or Digsen represented by ARTinii) may terminate any Sub-Licence Agreement by written notice of termination without cause and without a notice period. For these purposes, delivery of an e-mail to your e-mail address is sufficient for complying with the condition of delivery in a written form. As of the date of delivery of such written notice, you must refrain from any continued use of the Film.

9.13. DISCLAIMER: For the avoidance of doubt, the Cooperation Agreement does not include the granting of any permission, authorization, license or any other copyright to make the Film available to public or to dispose of the Film in any way. ARTinii provides a technological solution for the delivery of the Film via digital communication only and does not provide any permission, authorization or license to use the Film in copyright sense. For the purposes of using the Film, you are obliged to settle the relevant rights with the right-holders directly, i.e. without the cooperation of ARTinii. ARTinii is not and will not be a user of the Film in copyright sense, ARTinii is not responsible for settling the rights to use the Film, will not itself be a communicator or user of the Film to public and disclaims, waives and rejects any claims that may be made against ARTinii by legitimate right-holders as a result of the unauthorized use of the Film in public.

9.14. PRICING: For provision of ARTinii services (delivery of the Film) you are obliged to pay an aggregate price based primarily on individual agreement made between you and ARTinii in individual cases, or, unless the total price is agreed individually, on the amounts given in the Price List accessible at the Web Site ("**Price List**"). The Price List applies in alternative, if no individual total price is agreed.

The amounts stated in the Price List are final, complete, binding and it is not possible to change their amount without a special agreement between you and ARTinii.

You are obliged to pay the total price for ARTinii services on the basis of a summary invoice issued and sent by ARTinii during the calendar month following the month in which you completed and sent the Order form (or for another previous accounting period). The summary invoice will include the total amounts for all ARTinii services provided in the previous month (or in another previous accounting period). You are obliged to pay the total price to the bank account specified in the sent invoice and within the due date stated on the invoice.

ARTinii does not require a deposit or other similar payment from you.

ARTinii is subject to value added tax in the specified territories. The clients of Artinii and their partner projects are responsible for other payments and levies as determined by regional state rules.

9.15. ABUSE PREVENTION: You are obliged to prevent, on your own responsibility and account, any misuse and/or making of unauthorized copies and/or recordings of the Film on any audio, visual or audio-visual medium during authorized using of the Film for spectators/consumers, and to make every effort as may be required and necessary to make sure none of that is done by a third party including your staffs, colleagues, employees and consumers.

Having regard to the fact that the Cooperation Agreement does not include any permission, authorization or licence to exercise the right to use the Film in public, you are required to obtain, at your own risk and responsibility and on your own account, the permission (licence) for the use of the Film. As part of this obligation, you are also required to settle any and all financial as well as other claims of the collective administrator and/or rights holder related to the use of the Film. ARTinii assumes no liability for illegal use of the Film.

9.16. DURATION: Cooperation Agreement is concluded for the duration of the fulfilment of all rights and obligations arising from the agreement (including these Terms and Conditions). During this period, it is not possible to terminate the Cooperation Agreement unilaterally without reason.

9.17. WITHDRAWAL: If you materially breach your contractual obligation and fail to remedy such breach within fifteen (15) days after you are notified of such breach by ARTinii in writing, ARTinii may withdraw from the Cooperation Agreement in writing. Such withdrawal becomes effective as of the day when you are delivered the written notice of withdrawal. For these purposes, delivery of an e-mail to your e-mail address is sufficient for complying with the condition of delivery in a written form. Withdrawal from the Cooperation Agreement in accordance with this provision is without prejudice to a claim for damages under generally binding legal regulations.

9.18. OTHERS: You hereby give consent to the use of remote communication means for entering into the Cooperation Agreement. Any expenses you may incur in relation to using remote communication means for entering into the cooperation agreement (internet connection, telephone charges) are borne solely by yourself.

Entering into the Cooperation Agreement unless agreeing on any essential elements thereof as arising from the Civil Code is excluded pursuant to § 1726 of the Civil Code. Pursuant to § 1740 (3) of the Civil Code, ARTinii rules out the option of accepting a changed or differing offer (beyond the scope of the data and information pre-entered in the Order form). Any additions, changes or amendments which by their nature or factually do not pertain to the windows (blank spots) to be completed in the Order form or are factually incorrect due to their nature or as regards their placement in a particular window (blank spot) in the Order form do not constitute part of the cooperation agreement and are not considered binding.

For the avoidance of doubt, it is agreed that the integral part of the Cooperation Agreement are also provisions located in other Sections of these Terms and Conditions.

None of the provisions hereof restricts ARTinii in right to enter into any cooperation or other agreement with any party whatsoever under terms and conditions agreed on individually in specific cases. In such specific cases, the provisions of individual agreements (not entered into in a manner and under these Terms and Conditions) different from these Terms and Conditions may be agreed on validly and prevail over the provisions of these Terms and Conditions.

10. COMMON AND FINAL PROVISIONS

Provisions contained in this section apply when using all types of Services provided by Artinii

10.1. STATEMENTS AND WARRANTIES

10.1.1. You declare and warrant to ARTinii that:

- a) you are the rights holder or the authorized executor or the authorized derivative of the license to use the producer's rights of the audiovisual record of the audiovisual work and works audiovisually used within Film or you are one of the co-owners or the authorized executors or the authorized derivatives of the license to use the producer's rights,
- b) you are entitled to provide ARTinii and/or end user with an authorization to use the Film in the manner, to the extent and under the conditions set out in these Terms and Conditions,
- c) you are properly settled and fully authorized to **all audiovisual works and audiovisually used works** (such as theme, script, direction, screenplay, literary artwork, design, scenography, architecture, costumes, etc., with the only exception of musical works with or without lyrics, if such works are part of a Film and if the property rights of rights holders are managed in a certain territory by the relevant collective management organization), and **all artistic performances** included and used in the context of the audiovisual record of an audiovisual work within Film and **all other protected objects of intellectual or intangible property** which are included, classified or otherwise associated with the audiovisual record of an audiovisual work within Film (in particular, but not exclusively, including **the logo, trademarks** and **"general personality items"** protected by the Civil Code), in all cases without ARTinii's obligation to pay any remuneration or any other financial consideration to the aforementioned rights holders,
- d) using the audio-visual record of an audiovisual work within Film by ARTinii and/or end user and/or any other sub-licensee shall not cause any copyright infringement, i.e. shall not affect any copyright including the rights of the performers and/or the right to the general protection of personality protected by the Civil Code or the similar right of any third party,
- e) the authorization according to License agreement and/or any of the cooperation agreements (to the extent, in the manner and under the Terms and Conditions) is entitled to provide with no legal or other obstacle or impediment and that granting of such authorization shall not infringe any legal or contractual obligation on your side,

f) you duly hold and/or acquire all the legal titles regarding intangible assets and authorizations listed above and retains all the authorizations valid and effective on your own liability for the entire duration of License agreement and/or any of the cooperation agreements,

g) should ARTinii incur any loss (including non-pecuniary damages) and/or any financial penalties and/or claims by a third party due to misrepresentation of your statements and warranties set forth herein, you shall be liable for any such damage (including non-pecuniary damage) and/or any financial penalty thus incurred and/or the third party's claim to pay and/or settle at your own risk and own costs.

10.2. WITHDRAWAL FROM LICENSE AGREEMENT AND/OR ANY OF THE COOPERATION AGREEMENTS CONCLUDED UNDER THESE TERMS AND CONDITIONS

10.2.1. If you violate any of your contractual obligation arising from the License agreement and/or any of the cooperation agreements concluded under these Terms and Conditions substantially, ARTinii shall be entitled to withdraw from such agreement in writing. The withdrawal is effective on the day of delivery of the written notice of withdrawal to you, whereas the written form is fulfilled for these purposes in the case of sending an e-mail message to Your e-mail address.

10.2.2. Withdrawal from the License agreement and/or any of the cooperation agreements concluded under these Terms and Conditions pursuant to this Article does not affect claims for damages pursuant to general legal regulations.

10.2.3. If subject of any agreement concluded on the basis of these Terms and Conditions is delivery of digital content, you hereby explicitly agree that the digital content may be delivered to you before the time limit for withdrawal according to the Sec. 1829 (1) of the Civil Code as a result of which you are not entitled to withdraw from the agreement.

10.3. CHANGES, AMENDMENTS AND SUPPLEMENTS

10.3.1. You agree according to the Sec. 1752 of the Czech Civil Code that ARTinii is entitled to amend these Terms and Conditions to an appropriate extent. The change of these Terms and Conditions will be notified to you via e-mail to Your e-mail address. You are entitled to refuse the changes and, as a result, terminate any License Agreement or any cooperation agreements concluded under these Terms and Conditions with a two month's notice period.

10.4. IMPROPERLY PROVIDED SERVICES

10.4.1. If any services or other fulfilment provided by ARTinii pursuant to these Terms and Conditions are not provided properly, you are entitled to claim any rights from defective performance at: e-mail: artinii@artinii.com, tel.: +420 602 256 512.

10.4.2. You take into your consideration that any payment for the Services provided by ARTinii according to these Terms and Conditions goes to ARTinii's bank account. ARTinii is solely responsible for proper provision of the Services and for the technologies on which basis the Services are provided. Any eventual claim for return of any money has to be addressed directly to ARTinii (to the contact details specified in Article 10.4.1) and not to any third person who is ensuring transfer of the money from you to ARTinii (i.e. who is providing tool for payment of the Services, payment gateway etc.).

10.5. GOVERNING LAW AND JURISDICTION

10.5.1. If any of the contracts and/or agreements established on the basis of these Terms and Conditions contains an international (foreign) element, then the contracting parties of such agreements agree that the legal relationship is governed by Czech law. By choosing the law under the previous sentence, you are not (if you are a consumer) deprived of the protection afforded to you by legal provisions which cannot be derogated from by contract and which would otherwise apply under Article 6 (1) of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).

10.5.2. According to §89a of Act No. 99/1963 Coll., The Civil Procedure Code, as amended, the contracting parties of the License agreement and/or any of the contracts and/or cooperation agreements concluded under these Terms and Conditions agree that the competent court for dispute resolution is the General Court designated by the registered office of ARTinii, while maintaining the jurisdiction of the court. However, the provision under the preceding sentence shall not apply if you did not act as an entrepreneur (businessman) at the conclusion of License agreement and/or any of the contracts and/or cooperation agreements or if the jurisdiction of the court is determined exclusively by law.

10.6. PROTECTION OF PERSONAL DATA (GDPR)

10.6.1. You acknowledge that ARTinii is entitled to use your personal data and the personal data of your representatives and associates involved in the process of licensing and/or distributing and/or delivering the Film obtained by ARTinii in connection with the conclusion of the License agreement and/or any of the contracts and/or cooperation agreements (i.e. name, surname, Your email address entered during User account registration, IP address, and possibly your telephone number, address of residence of a natural person and payment card details entered into the payment gateway when filling out the Marketplace form, if you fill it in) for administrative processing of these data, fulfillment of obligations arising from the License agreement and/or any of the contracts and/or cooperation agreements and the fulfillment of obligations required by the relevant legal regulations, for the duration of the last of the relevant titles for authorized processing (especially during the duration of the License agreement and/or any of the contract and/or the cooperation agreement).

10.6.2. ARTinii takes the necessary technical and organizational measures regarding the processing of personal data and uses all personal data only for the above purposes and in accordance with the relevant data protection legislation (in particular Regulation 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to personal data) processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Regulation on Personal Data Protection) (hereinafter also “**GDPR**”), Act No. 110/2019 Coll., the Personal Data Processing Act, as amended regulations, etc.).

10.6.3. ARTinii fulfills its information obligation towards you in the sense of Article 13 of the GDPR related to the processing of your personal data for the purposes of fulfilling the License agreement and/or any of the contracts and/or cooperation agreements concluded under these Terms and Conditions, for the purposes of negotiating the License agreement and/or any of the contracts and/or cooperation agreements and for the purposes of fulfilling public law obligations.

10.7. SENDING COMMERCIAL MESSAGES

10.7.1. Pursuant to the provisions of Section 7, Paragraph 2 of Act No. 480/2004 Coll., On Certain Information Society Services and on the Amendment of Certain Acts (Act on Certain Information Society Services), as amended, you agree to the sending of commercial communications by ARTinii to Your e-mail address or to your telephone number provided when registering your User account (or when making and filling in the Upload form, Marketplace form or Delivery form). ARTinii fulfills its information obligation towards you in the sense of Article 13 of the GDPR related to the processing of your personal data for the purpose of sending commercial communications via a special GDPR document.

10.7.2. If you are residing outside the European Union, and if permitted by local applicable legal regulations you agree to the sending of commercial communications by ARTinii to Your e-mail address or to your telephone number provided when registering your User account (or when making and filling in the Upload form, Marketplace form or Delivery form, Your e-mail address and your phone number may also be provided to ARTinii's business partners (third persons) for the purpose of sending information about products and services of these business partners (for example information about new films, projection offers, opportunities of cooperation with third parties etc.). ARTinii is in any case obliged to comply with applicable legal regulation when processing your contact details and personal data.

10.8. DELIVERY

10.8.1. It can be delivered to Your e-mail address.

10.9. ACCEPTABLE LANGUAGE VERSION

10.9.1. The License agreement and/or any of the contracts and/or cooperation agreements are concluded in English language. However, this does not affect the possibility of concluding another written (printed and/or electronic form) contract and/or agreement outside the scope of these Terms and Conditions in any other language.

10.10. OTHER PROVISIONS

10.10.1. ARTinii is not bound by any codes of conduct within the meaning of §1826 para. e) of the Civil Code.

10.10.2. You assume the risk of a change of circumstances in the sense of § 1765 para. 2 of the Civil Code. You do not have the rights that would flow to you from the provisions on disproportionate shortening according to the provisions of §1793 to §1795 of the Civil Code.

10.10.3. If any provision of these Terms and Conditions is or becomes invalid or ineffective, the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions.

10.10.4. An expression permitting a different interpretation used for the first time by either contracting party cannot be interpreted to the detriment of that contracting party unless the other contracting party drew attention to a possible different interpretation at the hearing and the first contracting party nevertheless insisted on its use.