

TERMS AND CONDITIONS for rightsholders

of the company

ARTinii production s.r.o.

Company ID: 03409759

Tax ID: CZ03409759

registered office at Hybernská 1034/5, 110 00 Praha 1

registered in the Commercial Register maintained by the Municipal Court in Prague, f.n.C231255

contact address for delivery: Národní 135/14, 110 00, Praha 1, Czech Republic

contact address for delivery via e-mail: artinii@artinii.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 Hybernská 1034/5, 110 00 Praha 1, registered in the Commercial Register maintained by the Municipal Court in Prague, f. n. C231255 (hereinafter referred to as the “**ARTinii**”) 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:

- I.** registration and use of **Basic rightholder’s account**,
- II.** **Uploading films**,
- III.** film distribution for single public screenings via **ARTinii Film Marketplace** service,
- IV.** film delivering (“B2B” digital transmission) via **ARTinii Content Delivery** service,
- V.** application for film registration at festivals via **ARTinii Festival Platform** service,
- VI.** film delivering (“B2B” digital transmission) via **ARTinii White Label** service.

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

The Section VII. 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 VII. 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 the English language.

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

I. BASIC RIGHTSHOLDER'S USER ACCOUNT

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

- I.1. **WHAT CONTRACT IS CONCLUDED:** For registration and usage of your 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 I. of these Terms and conditions below.
- I.2. **WHEN THE CONTRACT IS CONCLUDED:** The contract is concluded by clicking on the "Sign up" or "Sign up with Google" button in the first step of the User account registration process at Website.
- I.3. **WHAT THIS CONTRACT CONTAINS:**
- I.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. 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.
- I.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 II. of these Terms and Conditions) and/or distributing uploaded films via **ARTinii Film Marketplace** service (Section III. of these Terms and Conditions) and/or delivering uploaded films via **ARTinii Content Delivery** service (Section IV. of these Terms and Conditions) and/or asking for film presentation at film festivals via **ARTinii Festival Platform** service (Section V. of these Terms and Conditions) and/or delivering uploaded films via **ARTinii White Label** service (Section VI. of these Terms and Conditions).
- I.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.
- I.3.4. You are not authorized to allow third parties to use your User account.
- I.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.
- I.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.

II. UPLOADING FILMS

Provisions contained in this section apply when Uploading films

- II.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 II. of these Terms and conditions below.
- II.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.
- II.3. **WHAT THIS CONTRACT CONTAINS:**
- II.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; the provisions of § 1732 para. 2 of the Civil Code shall not apply.
- II.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"**)
- II.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.
- II.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 it's 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

II.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 Film Marketplace and/or ARTinii Content Delivery and/or ARTinii Festival Platform and/or ARTinii White Label 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 Film Marketplace and/or ARTinii Content Delivery and/or ARTinii Festival Platform and/or ARTinii White Label service), 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.

II.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.

II.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 Film Marketplace and/or ARTinii Content Delivery and/or ARTinii Festival Platform and/or ARTinii White Label 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.

II.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), ARTini may always ask you for additional confirmation of the Upload form (for example in writing or by telephone).

III. ARTINII FILM MARKETPLACE SERVICE

Provisions contained in this section apply when using the ARTinii Film Marketplace service.

III.1. WHAT CONTRACTS ARE OR MAY BE CONCLUDED: For using the ARTinii Film Marketplace service you enter into a contract regarding the use of ARTinii Film Marketplace service with ARTinii, the content of which is given in this section III. 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.

III.2. WHEN THE CONTRACTS ARE OR MAY BE CONCLUDED: The contract regarding the use of ARTinii Film Marketplace service is concluded by clicking on the “Marketplace” button in “My films” section. The special license agreement is concluded under the terms of Article 3.4.1. of these Terms and Conditions.

III.3. WHAT THE CONTRACT FOR THE USE OF THE SERVICE CONTAINS:

III.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 ARTinii Film Marketplace service in order to start distributing film for single public screenings. Film distribution for single public screenings via ARTinii Film 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 ARTinii Film Marketplace service take place in individual steps, in which you are required to:

- a) select pricing,
- b) define territory constraints to which ARTinii 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, pricelist, 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. ARTinii 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), ARTinii 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 ARTinii Film 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 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.
- 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 rightholders 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-desing, 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 rightholders are managed in a certain territory by the relevant collective management organization.

3.4.6. **TYPES OF USE:** You provide ARTinii with and ARTinni 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**")

For the avoidance of doubt, it is agreed that the License does not include the right to distribute the Film in accordance with § 18 paragraph 2 of the Copyright Act, i.e. to communicate the Film to the public via the Internet or mobile networks, either within video on demand services or other forms of streaming.

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 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.

3.4.8. **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** (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 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.

If you become entitled to the Remuneration, ARTinii shall pay the Remuneration covering the previous month by transferring it to your bank account you provided when filling in the Upload form no later than on 15th of the actual month.

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 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 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.

3.4.9. **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.

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 VII. Article 7.1. 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 ARTini Film 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 ARTinii 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 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 sub-license to end-users according to Article 3.4.7., 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 retains the right to the Remuneration in accordance with the provisions of Article 9 hereof 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.

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, ARTinii 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 VII. 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.

3.4.13. ARTINII 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 distributing 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 distributed through “**ARTinii Cinema Player**” with personalized watermarks identifying the sublicense and sub-licensee. 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.

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.). 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 ARTinii from the provision of sub-licenses and the amount of the Remuneration,

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

IV. ARTINII CONTENT DELIVERY SERVICE

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

IV.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 IV. 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.

IV.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. The special cooperation agreement is concluded under the terms of Article 4.4. of these Terms and Conditions.

IV.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 cooperatin 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.

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 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 VII. 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.

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.).

V. ARTINII FESTIVAL PLATFORM SERVICE

Provisions contained in this section apply when using ARTinii Festival Platform services

- V.1. **WHAT CONTRACTS ARE OR MAY BE CONCLUDED:** For using the ARTinii Festival Platform service you enter into a contract regarding the use of ARTinii Festival Platform service with ARTinii, the content of which is given in this Section V. 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. of these Terms and Conditions.

V.2. **WHEN THE CONTRACTS ARE OR MAY BE CONCLUDED:** The contract regarding the use of ARTinii Festival Platform service is concluded by clicking on the “Festival/WL VOD” button in “My films” section. The special cooperation agreement is concluded under the terms of Article 5.4. of these Terms and Conditions.

V.3. **WHAT THE CONTRACT FOR THE USE OF THE SERVICE CONTAINS:**

V.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.

V.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.

V.4. **COOPERATION AGREEMENT (SUBJECT, OBJECT, CONTENTS)**

V.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.

V.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).

V.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 film 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.**

V.4.4. DISCLAIMER: For the avoidance of doubt, the cooperation agreement establishing a cooperatin relationship governed by this Section V. 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.

V.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.

V.4.6. FREE OF CHARGE PERFORMANCE: No contracting party shall pay each other any remuneration or other similar financial performance.

V.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.

V.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 VII. 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.

V.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 (Widevine 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.

VI. ARTINII WHITE LABEL SERVICE

Provisions contained in this section apply when using ARTinii White Label services

- 6.1. **WHAT CONTRACTS ARE OR MAY BE CONCLUDED:** For using the ARTinii White Label service you enter into a contract regarding the use of ARTinii White Label service with ARTinii, the content of which is given in this Section VI. 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 White Label service is concluded by clicking on the “**Festival/WL VOD**” and/or “**White Label**” button in “My films” section. 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 White Label service for two kinds/types of public use**, as specified below.

Film presenting and offering via ARTinii White Label 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 Codeshall not apply.

- 6.3.2. When starting to present and offer your films via **ARTinii White Label service** for the purposes of public use, **by clicking on the “White label” or “Festival/WL VOD” button you can choose from two kinds of public use:**
- a) by clicking on the “**White label**” button you can present and offer films to **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) by clicking on the “**Festival/WL VOD**” button you can present and offer films **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 “Festival/WL VOD” button is common to allow the presentation of films online also for the purposes of the ARTinii Festival 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 “White Label”** button and/or the **“Festival/WL VOD”** button in **“My films”** section in order to start presenting and offering the selected film or films via the ARTinii White Label 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 White Label 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 “White label” 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 “Festival/WL VOD” 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 White Label 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 cooperatin relationship governed by this Section VI. 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 White Label 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

White Label 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 White Label 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.

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 White Label 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 White Label services were provided. The summary invoice will include the total amounts for all ARTinii White Label 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.

6.4.7. 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.

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 VI. 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 VII. 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 (Widevine 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.

VII. COMMON AND FINAL PROVISIONS

Provisions contained in this section apply when using all four types of services, i.e. the ARTinii FilmMarketplace service, ARTinii Content Delivery service, ARTinii Festival Platform service and ARTinii White Label service

7.1. STATEMENTS AND WARRANTIES

7.1.1. You declare and warrant to ARTinii that:

- a) you are the rightholder 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 rightholders 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 rightholders,
- 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.

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

- 7.2.1. 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 and fails to remedy it within fifteen (15) days of written notice by ARTinii,

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.

- 7.2.2. 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.

7.3. CHANGES, AMENDMENTS AND SUPPLEMENTS

- 7.3.1. ARTinii is entitled to amend and/or change the wording of these Terms and Conditions, but such additions and/or changes will not affect any rights and obligations arising prior to the entry into force of the current version of these Terms and Conditions (i.e. during the previous version of these Terms and Conditions); any changes and/or amendments to these Terms and Conditions made after the conclusion of the License agreement and/or any of the contracts and/or cooperation agreements shall be deemed ineffective for the relevant (individual) relationship between you on the one side and ARTINii on the other side, provided that any amendments and/or additions to the License agreement and/or any of the contracts and/or cooperation agreements may only be made with the written consent of both parties, and the written form is fulfilled for these purposes in the case of mutual e-mail communication via official e-mail contact addresses ARTinii and via Your e-mail address.

7.4. GOVERNING LAW AND JURISDICTION

- 7.4.1. 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 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).
- 7.4.2. 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.

7.5. PROTECTION OF PERSONAL DATA (GDPR)

- 7.5.1. 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).

7.5.2. 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.).

7.5.3. 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.

7.6. SENDING COMMERCIAL MESSAGES

7.6.1. 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.

7.7. DELIVERY

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

7.8. ACCEPTABLE LANGUAGE VERSION

7.8.1. 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.

7.9. OTHER PROVISIONS

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

7.9.2. 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.

7.9.3. If any provision of these Terms and Conditions is or becomes invalid or ineffective, the invalid provision will 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.

7.9.4. 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.

7.10. THE VALIDITY AND EFFECTIVENESS

7.10.1. These Terms and Conditions become valid and effective on 1.10.2020.

7.10.2. The contract on the use of the User account becomes valid and effective under the conditions referred to in Article 1.2. of these Terms and Conditions.

7.10.3. The film upload contract becomes valid and effective under the conditions referred to in Article 2.2. of these Terms and Conditions.

7.10.4. The contract regarding the use of ARTinii Film Marketplace service becomes valid and effective under the conditions referred to in Article 3.2. of these Terms and Conditions.

7.10.5. The contract regarding the use of ARTinii Content Delivery service becomes valid and effective under the conditions referred to in Article 4.2. of these Terms and Conditions.

7.10.6. The contract regarding the use of ARTinii Festival Platform service becomes valid and effective under the conditions referred to in Article 5.2. of these Terms and Conditions.

7.10.7. The contract regarding the use of ARTinii White Label service becomes valid and effective under the conditions referred to in Article 6.2. of these Terms and Conditions.

7.10.8. The License agreement becomes valid and effective under the conditions referred to in Article 3.4.1. of these Terms and Conditions.

7.10.9. The cooperation agreements become valid and effective under the conditions referred to in Article 4.4.1. and/or 5.4.1 and/or 6.4.1. of these Terms and Conditions