

REGULATIONS

A. General provisions

1. The Parties hereby define the terms used in the Contracts as follows:

Agency's Client, Licensee – each natural or legal person who has accepted the terms and conditions of the Regulations and of the Licence Contract.

Committent – each natural or legal person who has decided to make his Works available by means of publication or sale with the intermediation of the Agency *grrou*.

Licence Contract, Licence – specification of terms and conditions on which the Agency makes Works from the Site www.grrou.com available.

Commission Agency Contract – specification of terms and conditions on which the Agency *grrou* undertakes to act as intermediary in granting the Licence for publication and / or sales of the Works of the Committent.

Site www.grrou.com – system of interrelated information made available on the Internet in chunks referred to as pages, containing hypertext and other multimedia data, commonly used for commercial and informative purposes by other users of the Internet network, belonging to the Agency.

Work, Non-physical Work – refers to a digital file which may be acquired from the Site www.grrou.com for the purpose of publication; the conditions of publication thereof are specified in the Licence Contract.

Physical Work – a material object which may be acquired in this form by the Licensee, its image at the Site www.grrou.com is presented in the form of a digital file (photograph). A Physical Work is subject to protection under the Act on Copyright and Related Rights.

Promotion, Promotional Work – term relating exclusively to granting a half-year Licence for publication of a Work (Works); these are Works (Non-physical Works), which may be acquired on conditions beneficial to the Licensee and the information on which is presented at the Site www.grrou.com. A Promotional Work, just as any other Work, is subject to protection under the Act on Copyright and Related Rights.

Series – a set of Works, connected by a common element; each particular Work in the set is subject to protection under the Act on Copyright and Related Rights.

Sponsored Work – a Work whose costs of creation were covered by another party. The Work description window displays text (sponsored text), which must be published together with the Sponsored Work; a Sponsored Work is subject to protection under the Act on Copyright and Related Rights.

Specification – collective card of all the Works of the Committent published at the Site www.grrou.com under a concluded Commission Agency Contract; the minimum dimension of the presented Work/Works must allow its/their unmistakable identification; format of a collective card: 210 mm by 297 mm (A4).

Image ID, identification number – unique number for a Work in the resources of the Agency; at the Site www.grrou.com it is visible in the Work description window.

File name – unique name of the digital file (Work) in the Agency's resources.

Price list – specification of payment options for services offered by the Agency, available at the Site www.grrou.com.

Account, Licensee's Account, User's Account – is activated along with a Licensee's registration, it has its own unique identification and is protected by means of a password; it contains information on the Licensee's personal data and all transactions carried out by the Licensee. The password does not protect the Licensee's data completely and *grrou* Agency is not liable for violation of privacy or loss of the Licensee's data as a result of deliberate or accidental activity of other parties. Validity of the User's Account begins on the day of the Licensee's registration.

Photographing Day, Photographing Session – meeting of a Model with a group of people appointed by the Agency with a view of obtaining a Work (Works) characterized with previously planned visual effect.

Advertisement – under these Regulations, this term refers to each publication of the Work which is aimed at popularisation of the brand, name, trademark, organisation, product, goods, etc. irrespective of the purpose of that popularisation.

Book – under these Regulations, this term refers to each non-periodical literary work above 20 pages, limited with covers, whose purpose is informative or entertainment function not connected with an Advertisement.

Album, Album Publication, Album Edition – under these Regulations, this is each non-periodical literary work, above 20 pages, limited with covers, fulfilling an informative or entertainment function and whose main purpose is to illustrate persons, things, phenomena, etc. and which is not connected with an Advertisement.

2. The resources of the Photographic Agency *grrou* may only be used through the Internet (www service).

3. The Photographic Agency *grrou* offers two main kinds of services: granting the licence and sales of Works in compliance with terms and conditions of the Licence Contract, as well as acting as agent in sales of Works in compliance with terms and conditions of the Commission Agency Contract.

4. The full scope of services provided by the Photographic Agency *grrou* is contained in the Regulations, the Licence Contract, the Commission Agency Contract and in the Price List.

5. The User's account will be deleted in case of providing incorrect data (14 days within the date of registration).

6. A VAT invoice (original) will be issued without the recipient's signature based on the carried out bank remittances.

7. Both the Licensee and the Committent give their consent to storage and processing of their personal data by the Agency *grrou*, in compliance with the Act on

Protection of Personal Data; they are entitled to review and modify those data.

8. The Agency is not liable for its inability to accomplish the Licensee's orders, should such circumstances occur which are beyond the Agency's control, e.g. lack of electricity supplies, improper functioning of the IT and telecommunications network, etc.

9. The Licensee undertakes to use the Works only in compliance with the provisions of these Regulations, the Licence Contract, valid laws and commonly accepted ethical principles.

10. In case the Licensee's purchase of a Work (Works) from the Art category, the Licensee may be able to choose from among two independent forms of the Work: digital file (photograph of a Physical Work) and / or Physical Work (e.g. a sculpture, a painting, a drawing, etc.).

11. In case of purchasing a Physical Work, the Licensee is obliged to collect the item in person or to submit a written request for delivery thereof (Appendix 1 to the Contract; ready to use form available at the Site www.grou.com); in that case the Agency is not liable for damages or loss

occurring during packing or transportation of the Physical Work.

12. Costs of shipment of the Physical Work are borne by the Licensee.

13. The Licensee may use the Promotions the information on which is published at the Site www.grou.com; the Licensee may publish promotional Works with application of identical terms and conditions as specified herein.

14. The Licensee may benefit from an available Promotion only within the period specified in the promotional offer.

15. The Licensee is obliged to make the due payment in compliance with the valid Price List available at the Site www.grou.com.

16. The fee for using the Works must be made by means of bank remittance to the bank account specified in the Price List at the Site www.grou.com.

17. Orders will be accomplished within 2 business days. Time of delivery depends on the selected form of shipment of the photographs.

B. Detailed Provisions

1. The Licence Contract specifies terms and conditions on which the Licensee may use the resources of the Agency *grou*. Works may be purchased:

- one at a time – the price of the Work appears in the Work description window;

- series of Works – the price refers to a collection of Works, irrespective of the number of published Works; the price appears in the series description window;

- promotional Works;

- sponsored Works – these may be ordered from the Site completely free of charge, but that involves the Licensee's duty to publish the sponsored text which is displayed in the Work description window;

When publishing sponsored Works, the Licensee does not need to apply for permission to publish trademarks, names, logos, brands, etc.

Licensee's account activation procedure (sequence of activities leading to establishment of a User's Account):

- ordering Works from the Site www.grou.com;

- Licensee's registration at the Site www.grou.com; registration means acceptance of provisions of the Regulations and of the Licence Contract;

- waiting for the ordered Works and the VAT invoice.

2. Commission Agency Contract – specifies terms and conditions on which the Agency *grou* undertakes to act as agent in granting Licences for publication and / or sales of Works not belonging to the Agency, but belonging to individuals or companies referred to as the Commitment.

A Work at the Site www.grou.com always comes from a Commission Sales Contract if in the Work description window a name different than *grou* appears in the *Author* section.

The Agency has decisive influence on the kind of Works published at the Site www.grou.com.

Procedure leading to publication of the Commitment's Works at the Site www.grou.com:

- delivery of all Works which the Commitment proposes to publish, on a CD-ROM (in low or target resolution), photographs (minimum 9 by 13 centimetres) to the address of the Agency's registered office or by e-mail (maximum resolution 640 pixels for the larger side, in the JPEG format) to the address: ofertakomis@grou.com

along with information on resolution of the actual files, and information whether the given Work/Works are to be sold alone or in series, and together with the personal data necessary to fill in the Commission Agency Contract (name, surname, address, number and place of issuing an identity document with a photograph, bank account number and possibly the tax identification NIP number, information for how many months the Commission Agency Contract is concluded)

- the Commitment receives the Agency's reply stating which Works the Agency decides to publish at the Site www.grou.com; the Agency sends by e-mail a prepared Commission Agency Contract form and other documents necessary to conclude the Contract;

- the Commitment prints out the Commission Agency Contract in two counterparts as well as the other documents sent in by the Agency; the Commitment puts his signature in all required places; the Commitment attaches to the Commission Agency Contract a Specification containing all the Works accepted by the Agency, with their values specified by the Commitment (each page of the Specification must be signed personally by the Commitment) as well as a CD-ROM containing Works in the final resolution (the CD-ROM **may not** contain other Works than those referred to in the Contract), moreover, the CD-ROM must be signed on the printed side in compliance with the following key: exact name and surname, address, date compliant with the date of the Contract and personal signature. Incorrectly prepared CD-ROMs will in no circumstances be accepted to the Contract. Next, the Commitment sends the whole prepared set to the address of the Agency's registered office; the final files on the CD-ROM ought to be saved in one of the following formats: TIFF (with LZW compression), PSD (Adobe® Photoshop® 5 or 6), JPEG, GIF; if a group of Works constitutes a series, they must be saved in a separate directory;

- the Contract between the Agency and the Commitment will not be concluded if the final files contain any discrepancies from the previous declarations of the Commitment as to their parameters or if the Works contain faults not visible on the files of small size, delivered before;

- the Commitment waits for one counterpart of the Commission Agency Contract signed by the Agency's representative to be returned, and the Commitment obtains his identification number;

- any materials (CD-ROMs, discs, photographs, etc.) sent to the Agency will not be sent back in any circumstances.