

## Terms and Conditions of the Unit80.com portal usage

These terms and conditions (hereinafter called 'the Terms and Conditions' determine conditions of Unit80 portal usage and its part named the Stock, which are available at the internet website address: [www.unit80.com](http://www.unit80.com).

The Portal and the Stock are targeting only entities which run businesses and as a part of their business activity they deal with television, film or theatrical production, it targets in particular: authors, directors, editors, producers, advertising agencies, production houses, editors, directors and all of the broadly understood film makers.

### **I. Definitions**

- 1) **The Administrator** - Million Frames Sp. z o.o., with headquarters in Warsaw, at (00-105), ul. Twarda 18, registered in the District Court for the Capital City of Warsaw, 12<sup>th</sup> Commercial Division of the National Court Register, under the KRS number: 0000600251. The Administrator is a provider of services delivered through electronic means, in the understanding of the Art. 2, section 6 of the Act on Rendering Electronic Services.
- 2) **The Portal** – is an information technology and informational platform which functions through usage of the Internet at the following address: [www.unit80.com](http://www.unit80.com); created and maintained by the Administrator, it constitutes a portfolio and a gallery of short audiovisual shots, including the Stock. The portal enables users to view its Content.
- 3) **The Stock**- a part of the Portal which contains Materials, the Stock enables Users to view the Materials to which they may purchase a License.
- 4) **The Form** – a document available at the internet address of: <https://unit80.com/en/order>, which after being filled in and submitted by the User in a way described in these Terms and Conditions, constitutes an element of Material License Agreement conclusion.
- 5) **The Content** – Materials and all kinds of information, data, elements, algorithms, diagrams, graphics, texts, works, labels, names, signs, symbols, images, records, regardless of its nature, format, method of recording (saving) or presentation, placed within the Portal by the Administrator and which compose the Portal.
- 6) **Materials** – audiovisual shots in various resolution and aspect ratios determined in a description of each Material, located in the Stock, to which the User may purchase a License based on the License Agreement.
- 7) **The User** – a person using the Portal, Using Person and Licensee are also Users.
- 8) **The Using person** – each person, which through any of his/her activity views the Content.
- 9) **The Licensee** – a natural person running a business activity or a legal person running a business activity who concludes the License Agreement with the Administrator for any Material. The Licensee or person acting on behalf of the Licensee may be only a natural person who has a capacity to perform acts in law. The Licensee may be only a person who purchases a License directly in connection with his business activity.
- 10) **The License Agreement** – the license agreement concluded between the Administrator and the Licensee for a Material indicated by the Licensee in the Form, the License scope is determined by the Form, the Terms and Conditions and the

License Conditions submitted by the Licensee in accordance with the Terms and Conditions.

- 11) **The License** - a right to use the Material indicated by the Licensee in the Form, granted by the Administrator to the Licensee, based on the License Agreement concluded between the Administrator and the Licensee, in the moment of transferring an amount of money which constitutes the License Fee, to the bank account of the Administrator. The scope of a License is determined by the Terms and Conditions, the License Conditions and the Form filled in and submitted by the Licensee in accordance with the Terms and Conditions.
- 12) **The License Conditions** - conditions which regulate granting of a License by the Administrator to the Licensee through usage of the Portal, located under the following internet address: [https://unit80.com/content/files/License\\_Unit80.pdf](https://unit80.com/content/files/License_Unit80.pdf).
- 13) **The Licensee Fee** – amount of money, calculated in Polish zlotys, indicated in the Portal and constituting a remuneration which the Licensee pays to the Administrator for granting a specific type of a License for a specific Material.

## II. General Provisions

1. The author, administrator and owner of all of the rights to the Portal is the Administrator.
2. The Portal is mainly shared through the internet website: [www.unit80.com](http://www.unit80.com) as an ICT and IT system resource. The Portal is composed of the Content and the Stock.
3. Usage of the Portal is only possible through usage of a device which allows the User to access the Internet network, which uses software designed to browse its contents (Internet Explorer 6 and newer versions, Firefox 2 and newer versions, Opera 9.27 and newer versions, Safari 3.12 and newer versions) with enabled handling of Javascript language and without systems blocking a display of Flash objects, accepting *cookie* type files. The Licensee, in order to execute the License Agreement, needs to own an electronic mail account (e-mail address). The detailed information about the usage of *cookie* files is located in the Privacy Policy, which constitutes an Attachment no.1 to these Terms and Conditions and is available at the following internet address: [https://unit80.com/content/files/Privacy\\_Policy.pdf](https://unit80.com/content/files/Privacy_Policy.pdf).
4. The portal was created in order to enable Users to view the Content and purchase Licenses for Materials based on rules set out in the Terms and Conditions. Any other kind of usage of the Content or the Portal is forbidden and violates the rights of the Administrator.
5. All of the rights to the Portal, its name, Portal internet domain and the Content belong exclusively to the Administrator and using them may be only done in a way which is in accordance with the Terms and Conditions.
6. Materials, including their number and type, which are available in the Stock may be modified. Materials may be removed from the Stock and added to it, what is decided by the Administrator.

## III. Principles of the Portal usage

1. Using the Portal means every activity which makes the User view the Content.
2. Using the Portal is voluntary, free of charge and does not require the Using Person to do any formalities, including registration. Using the whole scope of functionalities available at the Portal is dependent on fulfilling specific formalities or conditions, which include submitting a Form in a way described in the Terms and Conditions.
3. Using the Content without concluding a License Agreement with the Administrator, may consist only in displaying, browsing or playing the Content for personal use,

directly from the Portal internet website or in an incomplete scope from the website of internet browser. Materials labeled with a watermark constitute an exception, they may be downloaded for working purposes, however they are forbidden to be further distributed and shared with third parties. In order to avoid any uncertainty it is stated, that downloading Material which has a watermark, directly from the Portal does not conclude the License Agreement.

4. Using the Portal is allowed only in the scope indicated in the Terms and Conditions. The Using Persons:
  - (a) are not entitled to any rights, including copyrights and any relative rights, to the Content. The Using Person is, in particular, not authorized to save (record), copy, share, make publicly available and distribute the Content, except the Materials to which he was granted rights based on the License Agreement concluded with the Administrator;
  - (b) are cannot in any way interfere with the Portal, in particular they are not authorized to interfere with the content, structure, form, graphics, operating mechanism and any other elements of the Portal;
  - (c) while using the Portal, may be exposed to viewing the Content, which may violate his/her rights, moral rights, beliefs, feelings, good practices and they express their consent for such exposure or violation;
  - (d) there may be located advertisements or any other commercial content in various form as a part of the Portal and Using Persons agree to see them.
5. The Using Person acknowledges that using the Portal does not guarantee any results, especially it does not guarantee finding Materials which are suitable for the Using Person. The Administrator will not be held liable, in this scope, for efficiency of the Portal Usage.
6. The Users are forbidden to act in a way that destabilize functioning of the Portal, obstruct the access to the Portal or its usage. It is forbidden to act to the detriment of the Administrator or other Users or act in a way that threatens their rights or interests.

#### **IV. Stock and Materials**

1. The stock is located at the Portal under the tab named Stock, which is available at the internet address: <https://unit80.com/en/stock/all>.
2. The Stock contains Materials, The User may purchase a License for Materials.
3. Materials are assigned to three categories:
  - Timelapse – Materials created with a time-lapse technique, showing the same filmed item over time;
  - Aerials - Materials created ‘from above’ point of view;
  - Video – Audiovisual materials which are not classified to timelapse category nor aerials one.The same Material may be assigned to more than one category.
4. Each of the Materials available in the Stock has a description which contains:
  - short description of the Material content;
  - Material identification number;
  - Location of the material
  - file size in MB;
  - FPS – number of frames per second for a specific Material;
  - Codec – the method of Material data encoding;
  - length of the Material;
  - amount of the License Fee payable by the Licensee while concluding a License Agreement;

- aspect ratio of the Material;
  - resolutions which are available for a given Material;
  - Material categories: Timelapse, Aerials, Video;
  - types of License for a specific Material – exclusive or non-exclusive license.
5. The User may view the Materials by entering STOCK tab in the Portal or entering directly using the following internet address: <https://unit80.com/en/stock/all>. The User may sort viewed Materials according to the following criteria:
    - length;
    - amount of the License Fee;
    - aspect ratio;
    - resolution;
    - type of the License;
    - category (Timelapse, Video, Aerials);
    - popularity;
    - date and time the Material was added (the newest, the oldest).
  6. There are exclusive and non-exclusive licenses granted for the Material. In case of every individual Material, its description contains information about possibility to purchase an exclusive or non-exclusive license.
  7. Non-exclusive license is granted for an indefinite period of time.
  8. Exclusive license is granted based on a selection of the Licensee, which is done by checking appropriate field in the Form submitted by the Licensee, for a following periods of time:
    - 1 year,
    - 5 years, this License, after 5 years, changes into an indefinite time period License.

## **V. License Agreement**

1. The User has a possibility to purchase a License for Materials available in the Stock of his own choosing, through conclusion of a License Agreement with the Administrator. By concluding a License Agreement with the Administrator he becomes a Licensee.
2. The User selects Materials, for which he wants to conclude a License Agreement by pressing “Add to cart” option which is located right next to a specific material. Materials chosen this way by the User, are automatically transferred to the Form, which is displayed when the User clicks “View shopping cart” writing and then “Order films from this directory”.
3. Using Materials is based on a scope determined in a License Agreement concluded between the Licensee and the Administrator.
4. Conclusion of the License Agreement between the Administrator and the Licensee is finalized by submitting the Form in a way determined in the Terms and Conditions.
5. Submitting the Form consists in filling it in by the Licensee, through entering true data by the Licensee into the Form and sending the filled in Form to the Administrator by pressing “Submit”, at the same time accepting the Terms and Conditions and License Conditions. In case where the Form does not contain the minimum amount of data required to conclude the License Agreement, the Licensee will not be able to submit the Form.
6. After sending the Form, the Licensee receives an e-mail message, which confirms submitting the Form, together with the bank account number, to which the Licensee is obliged to transfer money amount which constitutes a License Fee. After the payment has been credited, the User will be sent a VAT invoice with details indicated in the Form, to his provided e-mail address.

7. At the moment of submitting the Form, the Licensee and the Administrator conclude a service agreement in accordance with the Terms and Conditions. The Agreement is concluded for a time period indicated in the Form, whereas granting the License occurs when the Administrator's bank account is credited with a money amount which constitutes a License Fee, the Administrator will notify the Licensee about this fact by sending him an e-mail message. After they money amount corresponding to the License Fee is credited to the bank account of the Administrator, the Licensee will receive a message in his e-mail address account provided in the Form, which will contain a link that may be used to download the Material, for which he purchased a License, without a watermark. The Link used to download the Material is active for a period of 5 days from the date of sending an e-mail message by the Administrator. If the Licensee fails to download the Material in this period, he / she should contact the Administrator in order to receive a new, active link to download the Material, to which the License was purchased.
8. The Licensee, by submitting a Form, assures, that all of the details he provided in the Form are true and does not violate any rights, goods or interests, law or protected confidential information nor good practices.
9. The License Agreement is concluded on terms determined by the Licensee in the Form he filled in, the Terms and Conditions and the License Conditions.
10. The Administrator has a right to terminate the Agreement with a Licensee with a 7 day period of notice, if the Administrator will establish, that the Licensee has not transferred a payment indicated in the description of a chosen Material in the Form he submitted.

## **VI. Users' personal data**

1. The Administrator is administering personal data of Users.
2. Specific information in regard of personal data is contained within the Privacy Policy, which constitutes an Attachment no.1 to these Terms and Conditions and is available and the following internet address: [http://unit80.com/content/files/Privacy\\_Policy\\_Unit80.pdf](http://unit80.com/content/files/Privacy_Policy_Unit80.pdf).
3. The Administrator collects and processes only personal data of Users, who are at the same time Licensees or who provided the Administrator with the data for other purposes related to functioning of the Portal.
4. The User may contact the Administrator by sending him a message with usage of a contact form available at the address: <http://unit80.com/en/contact>
5. The conditions for validity of permissions expressed by the Licensee in a scope of collecting and processing personal data by the Administrator are achieved by checking appropriate consent boxes in the Form or contact form by the Licensee.
6. Using the data of Users will be done only for purposes and in a scope which are in accordance with consents expressed by the Licensee in the Form or contact form and purposes resulting from sending a message to the Administrator.
7. Actions of the Administrator, which consist in processing of personal details of the Licensee will be corresponding to a scope of consents expressed by the Licensee.
8. The User has a right to access his / her data, correct, transfer and remove it, and also to limit the data processing.

## **VII. Rights and obligations of the Administrator**

1. The Administrator is obliged to take care of the Portal, so it functions in a continuous way. The Administrator will notify Users about technical breaks, using all available means and especially by issuing messages at the address where the Portal is located.

2. The Administrator reserves a right to change the conditions of Portal usage. The changes in the Terms and Conditions will be introduced in accordance with the provisions expressed in the point 9 of the Terms and Conditions.
3. The Administrator will not be held liable for the content of the Materials. The Materials do not reflect beliefs or statements of the Administrator.
4. The Administrator will not be held liable for:
  - a) technical problems or technical limitations existing in computer equipment used by the User, which make it impossible for the User to use the Portal and services provided as a part of the Portal;
  - b) technical problems related to applications or software used in relation to Portal usage;
  - c) any other damages caused by failure to follow provisions of these Terms and Conditions by the User.
5. The Administrator reserves a right to assign his rights and obligations entirely or partially. In such case the User will be notified about this fact and will receive an opportunity to deny permission in relation to this fact.

#### **VIII. Procedure of reporting threats or rights' violation**

1. In a case when the User considers specific Content of the Portal to be violating law, rights, personal rights, good practices, feeling, morality, beliefs, fair competition principles, know how, interest, confidential information protected by the law or based on obligation, the Administrator notified about such violation by an authorized person in accordance with the procedure described below will undertake actions in order to remove the Content indicated by the User from the Portal.
2. The Administrator is considered to be notified about violation identified in the section 1 above, if a combination of the following conditions below are met:
  - (a) the notification will be reported by an authorized person:
    - in case of natural person acting on his / her own behalf as a statutory representative: together with providing full name, any possible ground of acting as a statutory representative, correspondence address, e-mail address;
    - in case of other persons or entities: together with providing full name, relevant authorization issued by an authorized person / persons together with an indication of grounds for such authorization, correspondence address, e-mail address;
  - (b) the notification will indicate the base of authorization for submitting a notification and request to remove specific Content;
  - (c) the notification will contain detailed description of the Content, to which it is related, with an indication of subpage of the Portal, where the Content is available and a location on the website which will enable the Administrator to locate this Content;
  - (d) the notification will contain indicated legal grounds of the violation and explanation of reasons for removal request of a specific Content;
  - (e) the notification will be successfully delivered to the Administrator.
3. The Administrator notified in a way described in the section 2, will analyze the report and after a consideration and confirming its justifiability, will remove disputed Content from the Portal.
4. In a case of an obvious violation, the notifications may be reported in an electronic form to a following address: stock@unit80.com. Such notification should contain all

of the elements described in the section 2. Necessary documents or authorizations may be also included within the message in a PDF format.

5. The Administrator of the Portal, has a right, before final his consideration of the notification, call a person to supplement the notification or to submit further explanations.

## **IX. Final provisions**

1. The Terms and Conditions are available at the address: <https://unit80.com> and are also available to be downloaded under the following link: [https://unit80.com/content/files/Terms\\_And\\_Conditions\\_Unit80.pdf](https://unit80.com/content/files/Terms_And_Conditions_Unit80.pdf).
2. The Terms and Conditions may be modified by the Administrator. The changes will be made publicly available at the Portal website in a form of consolidated text of the Terms and Conditions, together with an information about changes, at least 7 days before they become effective.
3. The valid version of the Terms and Conditions is a version which is available at a given moment at the internet address specified in the section 1 above.
4. Every time the User concludes a License Agreement he / she also accepts the Terms and Conditions which are valid in the moment of the License Agreement conclusion.
5. Accepting the Terms and Conditions is a condition for a conclusion of the License Agreement.
6. Polish legal regulations apply for any issues not included in these Terms and Conditions.
7. The Terms and Conditions become effective on: 27.04.2018.