

## TERMS OF USE OF [www.displate.com](http://www.displate.com)

The Service Provider's statement: Displate is a community built upon respect for Artists/Influencers and their intellectual property rights as well as the intellectual property rights of third parties. Displate has a zero tolerance policy for intellectual property rights infringement. Therefore, we ask our Artists/Influencers to keep it in mind each time they are uploading content to Displate. The Artists/Influencers are required to upload works which do not infringe upon the copyrights, moral rights, publicity rights, privacy rights or any other rights of any person or third party, or violate any law or judicial or governmental order. In simple words, stealing other people's works and passing it as their own is against the law and against what Displate stands and will stand for.

**UNITED STATES USERS, PLEASE NOTE THAT SECTION XII OF THESE TERMS OF USE CONTAINS AN ARBITRATION AGREEMENT, CLASS ACTION WAIVER AND JURY WAIVER THAT APPLY TO ALL CLAIMS BROUGHT AGAINST SERVICE PROVIDER IN THE UNITED STATES. THOSE TERMS REQUIRE THAT DISPUTES BE RESOLVED ONLY BY FINAL AND BINDING INDIVIDUAL ARBITRATION (AND NOT BY COURT LITIGATION) AND THAT YOU WAIVE ANY RIGHT TO A JURY TRIAL, AND WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN CLASS ACTIONS AGAINST SERVICE PROVIDER. PLEASE REVIEW THEM CAREFULLY.**

### **Terms used herein carry the following meanings:**

1. **Artist** - a natural person engaged in business activity, an unincorporated organisational entity that has been endowed with legal capacity on the basis of separate provisions, or a legal person, all of whom have created and currently maintain an Account in order to provide access to Product Models which they have delivered. Artist is not a consumer within the meaning of the law.
2. **Voucher** – a multi-purpose voucher issued by the Service Provider to the Displate Club Member under the Subscription Agreement.
3. **Password** - a sequence of signs, including alphanumeric, necessary to perform an authentication process while accessing the Account, determined by the Artist/User/Influencer during the Registration process. The password must meet the requirements specified by the Service in the registration form.
4. **Account** - ICT resources within the Website which the Artist/User/Influencer may access following one-time Registration, and upon providing, in each case, the Name and Password (logging in), having certain features which the User can use, and in specific

cases, decide if they are visible to the public. The Artist uses the Account to publish and provide the Users with access to the Product Models.

4a. **Active Account** - An account that is regularly used on the Service, meaning, in particular, that the user logs into the Service at least once every 3 months, or performs actions such as making purchases, sales, publishing content, or engaging in other activities.

5. **Share and Earn** – the functionality of the Website available under the Account's administration panel, which: (a) enables the Artist to provide a link to purchase a Product based on the Product Model published and made available on the Account by the given Artist, on his or her website, blog, account on Facebook, Instagram, Twitter, Pinterest, YouTube or on other websites and social media of the Artist and (b) enables the Influencer to provide a link to purchase any Product on his or her the website, blog, account on Facebook, Instagram, Twitter, Pinterest, YouTube or on other websites and social media of the Influencer.
6. **Name (login)** - a sequence of signs, including alphanumeric, necessary to perform an authentication process while accessing the Account, determined by the Artist/User/Influencer during the Registration process.
7. **Subscription Fee** - the fee payable to the Service Provider by the Displate Club Member under the Displate Club membership agreement in form of a Dynamic Subscription Fee or a Flat Subscription Fee.
8. **Displate Club Membership Agreement** - a service provided by the Service Provider to the Displate Club Member, providing access to benefits within the Service provided during billing periods under the terms and conditions described in detail in the Terms of Use.
9. **Privacy Policy** - a document available at <https://displate.com/about-privacy>, describing in particular the principles of processing the personal data of the Users/Artists/Influencers in connection with the use of the Service, including account registration and the conclusion of Agreements.
10. **Product** - a physical copy of a work or another product of human activity, including but not limited to graphics, posters, paintings, illustrations or photographs, which is available for sale to the User or persons who purchased the Product via the Partner by the Service Provider. Depending on the type of goods, the Product may be available in the sizes M, L, XL and in the selected types of finishes - matte, gloss, frame, Textura (with modifications and printing refinements) at the price provided by the Service Provider on the Website. Products also include other items available for sale on the Service (e.g., mounting system

or Display Stand), though they may not be available in the above-mentioned sizes and finishes.

11. **Registration** - a one-time action involving the creation of an account by the Artist/User/Influencer on the Service's website in accordance with the terms specified in the Terms of Use.
12. **Terms of Use** - these Terms of Use.
13. **Website (www.displate.com, Displate)** - an Internet website which enables Artists/Influencers to provide access to the Product Models, as well as enabling the sale of goods (particularly Products) and the provision of services by the Service Provider under the terms set forth in the Terms and Use.
14. **Force Majeure** - an exceptional external occurrence beyond the control of a given Party which was impossible to prevent despite exercising due diligence.
15. **Parties** - depending on an Agreement to which the Terms of Use refer: the Service Provider and the Artist/Influencer or the Service Provider and the User.
16. **Displate Club Member** - a User who has entered into a Displate Club membership agreement with the Service Provider.
17. **Agreement** - an agreement for the provision of Services concluded by and between the Artist/User/Influencer and the Service Provider upon the Artist's/User's/Influencer's first access to the Account following successful Registration. The agreement is concluded for an indefinite period. In the case of Users not holding an Account, the agreement for the provision of Services is concluded each time upon entering the Website and terminated upon leaving the Website. Moreover, in the case of the agreement between the Artist/Influencer and the Service Provider, the Agreement also covers the provision of services connected with the Artist/Influencer delivering the Product Models to the Website on the terms and conditions provided for in these Terms of Use.
18. **Service** - a service provided by electronic means by the Service Provider under the Act on Providing Services by Electronic Means on terms and conditions provided for in the Terms of Use, which consist in: (a) providing the Artist/User/Influencer with an Account and other functionalities of the Website, in particular the Subscription Plan, and (b) making it possible for the User to make an order for a Product.
19. **Tools** - services allowing the Artist or User to produce, process, store or access data in digital form, joint use of data in digital form that has been sent or created by the Artist or User or other forms of interaction using data in digital form, in particular functionalities enabling Artists to post Products as part of the Account and logged in Users, and Displate Club Members to create Custom Displates. .

20. **Service Provider** - GWD CONCEPT Sp. z o.o. with registered office in Warsaw at Al. Jerozolimskie 123 a, registered in the District Court in Warsaw, Commercial Division of the National Court Register under KRS No. 0000451277 and Tax Identification under No. PL9512364589. Moreover, the company is registered under BDO No. 000130019.
21. **Act on Copyrights and Related Rights** - Act on Copyrights and Related Rights of 4 February 1994 (Dz. U. [Journal of Laws] of 1994, No. 24, item 83, as amended).
22. **Act on Providing Services by Electronic Means** - Act on Providing Services by Electronic Means of 18 July 2002 (Dz. U. [Journal of Laws] of 2002, No. 144, item 1244, as amended).
23. **Act on Consumer Rights** – Act on Consumer Rights of 30<sup>th</sup> May 2014 (Dz. U. [Journal of Laws] of 2014, item 827, as amended).
24. **User** - (a) a natural person above 18 years of age (in the case of persons at the age of 13-17, every activity within the Website requires a confirmation of his or her legal guardian), (b) an unincorporated organisational entity that has been endowed with legal capacity on the basis of separate provisions or (c) a legal person using the Website, engaging in a legal transaction (e.g., a purchase of the Product, using the Service or entering into Displate Club Membership Agreement) with the Service Provider outside of the scope of any economic activity whatever the purpose or results of that activity
25. **Product Model** - a digital presentation of a Product in the form of data published and made available by the Artist/Influencer on the Account.
26. **Initial Order** - an order for a Product or Products made through the Service, during which the Displate Club Membership Agreement may be concluded under the terms and conditions described in the Terms of Use. The amount of the Initial Order may be the basis for determining the Subscription Fee in the Dynamic Subscription Fee model - whereby only an order of Products in size M, L or XL is included (in the case of purchases of Limited Edition or Ultra Limited Edition Products, they are recalculated taking into account a matte Product in size M or L, respectively).
27. **Limited Edition/Ultra Limited Edition** – limited in quantity and/or time series of the Product, having modifications and printing refinements not available for standard orders, certificate of authenticity and manually marked by assigning an individual number together with information about the quantity of the Product available within a given series, which is available for purchase via the Website without the option of finishing and the borders of the ordered Product and in size M/L and at a price provided by the Service Provider on the Website.
28. **Lumino** - Product manufactured on a composite material made of metal and plastic, with modifications and printing refinements not available for standard orders (i.e. artificial light

and/or animated light effects used to enhance chosen parts of the design powered by an external power source), certificate of authenticity and manually marked an individual number. Product is available for purchase for a limited quantity via the Website without the option of finishing and the borders and only in size M and at a price provided by the Service Provider on the Website. The technical parameters of the Product and the term of its availability for purchase via the Website is determined by the Service Provider at its sole discretion. The Service Provider at its sole discretion may relaunch (once or more times) the sale of the Product and make the Product available for purchase via the Website for further periods of time determined by The Service Provider.

29. **Displate Stand** - an accessory for exhibiting Products printed on metal. Displate Stand features two movable magnets that can be used to mount either a single Product in size M or L, two Products in size M or Lumino mounted back-to-back.
30. **Influencer** – (a) a natural person above 18 years of age (in the case of persons at the age of 13-17, every activity within the Website requires a confirmation of his or her legal guardian), (b) a natural person engaged in business activity, (c) an unincorporated organisational entity that has been endowed with legal capacity on the basis of separate provisions or (d) a legal person using the Website, who has entered into a separate cooperation agreement with the Service Provider and has created and currently maintain an Account in order to use and derive profits from the usage of Share and Earn. Influencer is not a consumer within the meaning of the law.
31. **Partner** – website through which it is possible to purchase the Product by users of this website. Under no circumstances should the Partner be considered a subcontractor, agent or any entity acting on behalf of the Service Provider.
32. **Gift Card** – a tool (represented by a string of characters) that entitles the User to purchase a Product offered on the Website (including covering the shipping and handling costs), under the terms described in Chapter IX.
33. **Custom Displates** – personalized products printed based on designs (image files) uploaded by a logged in User or a Displate Club Member via the “Custom Displates” functionality in the Service, made to the individual specifications of the ordering party.
34. **Displate Style Filters** – a functionality of the Service that enables the stylistic modification of an uploaded image file using tools based on artificial intelligence. This function is available exclusively within the Custom Displates option, for the purpose of preparing a personalized graphic for the User’s private use.
35. **Verified Creators Program** – a functionality of the Website consisting in distinguishing selected Accounts of Artists or Influencers by marking them as “Verified” and enabling

the presentation and filtering of Product Models originating from such Accounts within the Website.

36. **Verified Creator** – an Artist or Influencer maintaining an Account on the Website whose Account has been marked by the Service Provider as verified under the creator recognition program operated within the Website. The Verified Creator status means that the Account is distinguished within the Website and may involve the presentation of Product Models published by such Creator in dedicated sections, listings or filters of the Website.

37. **Guest** – a natural person using selected functionalities of the Service without creating an Account, in particular within the Custom Displays functionality or other functionalities made available by the Service Provider.

## **I. General Provisions.**

1.1. These Terms of Use set forth: (a) the rules of using the Website by the Artists, Users and Influencers and the rules governing the provision of Services via the Website (b) the conditions for selling the Products and (c) the rules governing the provision of services by the Artists in connection with delivering Product Models to the Website.

## **II. Scope and Conditions for Using the Website.**

2.1. The Service Provider undertakes to provide the Service within the Website in the scope and on terms and conditions specified in these Terms of Use.

2.2. The Service may be used on condition that the ICT system used by the Artist, the Influencer or the User meets the following minimum technical requirements: (a) Internet Explorer version 9.0 or newer with enabled JavaScript and cookies or (b) Mozilla Firefox version 22.0 or newer with enabled JavaScript and cookies, Google Chrome version 30 or newer with enabled JavaScript and cookies, Safari 5 or newer with enabled JavaScript and cookies, Opera 20 or newer with enabled JavaScript and cookies, minimum display resolution 1200x800 pixels.

2.3. The Service Provider uses cookies solely for the purpose of collecting information connected with the use of the Website, including in particular in order to:

- a) maintain the User's/Artist's/Influencer's session;
- b) adapt the Website to the needs of the User/Artist/Influencer;
- c) create the statistics concerning the traffic on subpages of the Website, and
- d) use such information for marketing purposes of the Service Provider.

2.4. The Service Provider reserves the right to modify, for important reasons, the manner in which the Service is provided in compliance with the scope and conditions resulting from

the authorisations held by the Service Provider, and also in accordance with the technical capabilities of the Service Provider without compromising the quality and with no influence on the scope of rights and obligations of the Parties. An important reason for making a change to the Service is:

- a) change, extension, or improvement of the way of displaying the content available in the Service,
- b) improving the functionality to improve the quality of the Service,
- c) adapting the Services to changes in the Service Provider's technical environment (i.e. hardware or software used by the Service Provider).

2.5. The Service Provider is entitled to periodically suspend the provision of Services on the Website in relation to all or some of the Accounts in connection with carrying out necessary maintenance. The maintenance will be carried out upon prior notification to the Artists/Users/Influencers (e.g. by way of sending an appropriate message to the Accounts and publishing an announcement on the Website) and for the shortest time possible.

2.6. In order to assure the safety of transferring messages connected with the Service provided, the Service Provider undertakes technical and organisational measures which are adequate for the level of risk to the safety of the Service.

### **III. Providing Access to Product Models and Selling Products.**

#### **[Information for the Artist/Influencer]**

3.1. The Artist/Influencer keeps all rights to Product Models uploaded by the Artist/Influencer to the Account, and may at any time delete any Product Model from the Account. All orders from Users for Products based on Product Models by a particular Artist/Influencer that are placed before the deletion of the Product Model will be completed.

3.2. The Product Model will be placed on an Account if:

- a) The Artist is the owner of the Product Model;
- b) The Product Model meets the technical parameters and requirements (e.g., file size, resolution) provided to the Artist/Influencer when uploading the Product Model to their Account;
- c) It will not involve re-uploading a Product Model with only minor changes to the color palette, composition, or other small adjustments (prohibition of duplicating the Product Models);
- d) The descriptions, titles, tags, categories, collections and art types used by the Artist/Influencer must be consistent with the theme of the Product Model, must not be misleading, and must not otherwise grossly and unfairly influence the perception of the Product Model.

3.3. Without prejudice to sec. 6.10. below and the right and obligations of the Parties, The Service Provider reserves the right to refrain from posting, modify, and/or remove Product Models on the Service's website in the following cases:

- a) they do not comply with the profile of the Service and the Terms of Use,
- b) they do not meet the requirements specified in section 3.2 of the Terms of Use,
- c) they have not generated any sales in the last 3 months,
- d) they come from Accounts where the Artist's identity has not been verified following section 4.5 of the Terms or from the Accounts described in section 4.11 of the Terms of Use, or from Accounts that have been inactive for 3 months,
- e) the descriptions, titles, tags, categories, collections and art types used by the Artist/Influencer for the Product Models are grossly inconsistent with their actual theme,
- f) they violate the rules outlined in section 6.2 of the Terms of Use.

Additionally, the Service Provider may display the Product Models on the Service in any order it deems appropriate, taking into account, among other things, the User interests or other factors, including the results of automated decision-making.

3.4. The Artist will be informed about the removal or non-publication of the Product Model(s). This notification will include a justification (including, among other things, the facts and circumstances on which the decision was based, where applicable, information regarding the use of automated means during decision-making, including whether the decision was based on content detected or identified using automated means, the legal basis for the decision, and explanations of why the information is considered illegal content based on this, the contractual basis for the decision, and explanations of why the information is considered non-compliant with that basis) as well as information about the available appeal procedures (including, in particular, the procedure described in section X of Terms of Use).

3.5. The Artist and the Influencer undertake to fulfil any and all tax obligations connected with the activities carried out by the Artist and the Influencer on the Website.

3.6. By uploading a Product Model to the Account, the Artist/the Influencer gives consent for the Service Provider and the Service Provider's subcontractors to undertake any activities with respect to the Product Model and its developments (in full or in part) that are necessary to create, place it on the Service, and market the Product. In addition, the Artist/Influencer agrees to make the Product Model publicly available to the extent necessary to display the Product for sale through the Partner.

3.7. Furthermore, the Artist/Influencer gives his or her consent to the following:

- a) the Service Provider and entities cooperating with the Service Provider using the Product Model or its development (in full or in part) and photographs of the Product itself solely with a view to promoting the Website or the Artist/Influencer (in the Internet, press and television, or during presentations or exhibitions);
- b) using the Product Model or its development (in full or in part) and photographs of the Product itself within the Artist's/Influencer's Account;
- c) launching discounts by the Service Provider. As a result of launching discounts, the price of the Product and the fee paid to the Artist or the Influencer is proportionately decreased;
- d) the Service Provider and entities cooperating with the Service Provider using the Product Model for the purposes of promoting the Website or the Artist/Influencer, in particular for transferring the Product as samples to the Users free of charge, as well as using the Product for the purposes of conducting contests in which free copies of the Product are awarded.

3.8. Moreover, acceptance of the Service Terms of Use is equivalent with the Artist's/Influencer's consent for selling the Product Models via the Website and the Partner as well as within the Subscription Plan. The consent can be terminated by the Artist/Influencer termination of the Agreement and closing Account.

**[Artist's fee]**

3.9. For appropriate and verified by the Service Provider providing by the Artist of the services connected with the delivery of Product Models to the Service, the Service Provider undertakes to pay a fee to the Artist (at the request of the Artist expressed by clicking the request payment button) on the terms described in par. 3.11. below.

3.10. The Artist's fee is settled as follows:

- a) Information about the amount of the fee due is published on the Artist's Account after the period of 24 (twenty four) hours of selling the Product;
- b) The fee will be available for payment to the Artist after 10 (ten) days from the date of selling the Product;
- c) The fee will not be due if the Product sale has been canceled or if the Product has been returned by the User (on the basis of a complaint or withdrawal from the agreement) in such cases, the information referred to in point 1 will be updated;
- d) For technical and organizational reasons, the Service Provider reserves the right to make the payment only after the Artist has accumulated a minimum fee of USD 50 (fifty). No interest will accrue for the period the Artist waits to reach this threshold;

- e) The transfer of funds will take place within 45 (forty-five) days from the date the Artist submits a valid payment request;
  - f) The Artist is required to submit the payment request by the end of the third (3rd) year from the date specified in point 2 above.
- 3.11. The fee will be determined in accordance with the following rules. A basis for settlement is a net sale price of a Product in USD based on the Product Model provided by a given Artist. The amount of the fee due to the Artist in case of Product in size M is USD 4,50, in case of Product in size L is USD 9,00 and in case of Product in size XL is USD 14,50. In the case of Products from the Limited Edition, Ultra Limited Edition and Lumino series the amount of the fee due to the Artist is provided in the cooperation agreement concluded between the Service Provider and the Artist. The Artist will be notified of any changes to the fee in a manner described in par. 12.4 below, except for the fees due to the Artist in the case of the Limited Edition, Ultra Limited Edition and Lumino series Products.
- 3.12. The Service Provider reserves the right to deduct an advance payment towards taxes and other official and administrative fees (i.a. WHT, VAT) that Service Provider is obliged to pay in different countries around the world.
- 3.13. The Artist is solely responsible for the provided data (PayPal email address) during the payment process. The settlement will be lost in case of providing incorrect or invalid data. The Artist waives all and any claims against the Service Provider in this respect. At the time of pay-out, the Artist commits to provide basic and valid data (tax data) for identification purposes. The system will verify data within 72 hours. In case of lack or incorrect data provided, The Service Provider reserves the right to withhold payment until receipt of relevant data.
- 3.14. The Artist's fee regulated in par. 3.9. – 3.13. above will cover any and all claims that the Artist may have during/in connection with/as a result of the cooperation with the Service Provider in connection with the Website, in particular for giving a consent to the use of the Product Model and Product in the manner specified above.

**[Fee for the sale of the Product made via a link provided using Share and Earn]**

- 3.15. The Service Provider undertakes to pay to the Artist a fee (at the request of the Artist expressed by clicking request payment button) for the purchase of a Product based on the Product Model made available by the given Artist on his or her the Account, made through the link shared by the Artist using Share and Earn. A basis for settlement is the net sale price of a Product in USD, determined based on the applicable base price of the Product (e.g. the USD price applied in the United States), regardless of localized pricing in other markets.. The

amount of payment due to the Artist is 41% of the net sales price of the Product in USD, with the proviso that in the case of Products from the Limited Edition, Ultra Limited Edition and Lumino series the amount of the fee due to the Artist is 10% of the net price in USD of the Product sold. The Artist will be notified of any changes to the fee in a manner described in par. 12.4 below, except for the fees due to the Artist in the case of the Limited Edition, Ultra Limited Edition and Lumino series Products. Moreover, the Service Provider may introduce time-limited promotional increases to the Share and Earn fee (e.g., for marketing or community purposes). Such changes shall not constitute a permanent change to the Terms, and their duration and details shall be communicated via the Website or other official communication channels.

3.16. The Service Provider undertakes to pay to the Influencer a fee (at the request of the Influencer expressed by clicking request payment button) for the purchase of a Product made through the link shared by the Influencer using Share and Earn. A basis for settlement is the net sale price of a Product in USD, determined based on the applicable base price of the Product (e.g. the USD price applied in the United States), regardless of localized pricing in other markets.. The amount of payment due to the Influencer is up to 25% of the net sales price of the Product in USD. The Influencer will be notified of any changes to the fee in a manner described in par. 12.4 below. Par. 3.16. - 3.20. are applicable if the cooperation agreement concluded between the Service Provider and Influencer does not provide otherwise.

3.17. The Artist's/Influencer's fee is settled as follows:

- 1) Information about the amount of the fee due is published on the Artist's/Influencer's Account after the period of 24 (twenty four) hours of selling the Product;
- 2) The fee will be available payment to the Artist/Influencer after 10 (ten) days from the date of selling the Product;
- 3) The fee will not be due if the Product sale has been canceled or if the Product has been returned by the User (on the basis of a complaint or withdrawal from the agreement) in such cases, the information referred to in point 1 will be updated;
- 4) For technical and organizational reasons the Service Provider reserves the right to make the payment only after the Artist/Influencer has accumulated a minimum fee of USD 50 (fifty). No interest will accrue for the period the Artist/Influencer waits to reach this threshold;
- 5) The transfer of funds will take place within 45 (forty-five) days from the date the Artist/Influencer submits a valid payment request;
- 6) The Artist/Influencer is required to submit the payment request by the end of the third (3rd) year from the date specified in point 2 above.

- 3.18. The Service Provider reserves the right to deduct an advance payment towards taxes and other official and administrative fees (i.a. WHT, VAT) that Service Provider is obliged to pay in different countries around the world.
- 3.19. The Artist/Influencer is solely responsible for the provided data (PayPal email address) during the payment process. The settlement will be lost in case of providing incorrect or invalid data. The Artist/Influencer waives all and any claims against the Service Provider in this respect. At the time of pay-out, The Artist/Influencer commits to provide basic and valid data (tax data) for identification purposes. The system will verify data within 72 hours. In case of lack or incorrect data provided, The Service Provider reserves the right to withhold payment until receipt of relevant data.
- 3.20. The Artist's fee regulated in par. 3.15. and 3.17 – 3.19. as well as Influencer's fee regulated in par. 3.16. – 3.19. above will cover any and all claims that the Artist/Influencer may have during/in connection with/as a result of the cooperation with the Service Provider in connection with the Website.

**[Sale of Product]**

- 3.21. A Product sale agreement made through the Website is concluded at the moment when the User clicks the functionality marked in the purchase process as "CHECKOUT", provides data necessary for proper shipping and makes the required payment using one of the available payment methods (e.g., PayPal, GPay, or credit card). The available payment methods may vary depending on the User's country of purchase and the payment provider associated with that country (e.g., Adyen or Braintree).
- 3.22. Alternatively a Product sale agreement made through the Website may be concluded using the Express Checkout Payments using so called electronic wallets - at the moment when the User chooses the functionality marked with the relevant payment service and makes the required payment using directly one of the available payment methods (e.g., PayPal, GooglePay, Apple Pay) on conditions specified in this payment method. The available payment methods may vary depending on the User's country of purchase and the payment provider associated with that country (e.g., Adyen or Braintree). When using the Express Checkout the data necessary for proper shipment of the Product (e.g. email address, shipping address, billing address, phone number, name and surname, tokenized payment details) shall be obtained by the Service Provider directly from the payment service provider (e.g., PayPal, GooglePay, Apple Pay).
- 3.23. The agreement does not apply in the absence of actual payment. The Service Provider deems the agreement concluded on the date and time valid at the Service Provider's registered office, except in cases where this would conflict with regulations protecting the User as a

consumer. The agreement may be concluded solely and exclusively via the Website functionalities (the terms of purchase from the Partner are governed by the Partner's sales terms). The subject matter of the agreement will be specified at the final stage of the purchase process. The Service Provider is obliged to deliver the Product without any defects and is liable for the conformity of the Product with the sale agreement. The guaranteed price of the Product is the price displayed in the cart. This means that the Service Provider guarantees that when the User adds a Product to the cart at a specified price in the purchase process, but the User does not purchase this Product during the same visit to the Website, the price of the added Product will remain the same as at the time of adding this Product to a cart, if the User purchases the Product previously added to a cart during the other visit to the Website, provided the Product is still available for purchase.

3.24. The User may withdraw from the Product sale agreement concluded with the Service Provider via the Website without giving any reason by submitting an appropriate statement within 100 (one hundred) calendar days. This time-limit is calculated from the day the User took the possession of the Product. The User will not cover the costs of withdrawal from the Product sale agreement subject to the following sentence. In the case of withdrawal from the Product sale agreement, the User will cover the following costs: (a) the cost of returning the Product (return shipment); (b) if the User selects a manner of Product delivery other than the least expensive ordinary manner of delivery available on the Website, the Service Provider is not obliged to reimburse the User for any additional costs incurred by the User. Withdrawal is possible if the assembly system contained in the Product is still functioning. As for the purchased assembly system, withdrawal is possible only in case of returning the whole assembly kit and if it is still functioning. The User shall be liable for any diminution in the value of the returned Product resulting from use thereof in a manner other than necessary to establish the nature, features, and functioning of the Product. The right to withdraw from the sale agreement in accordance with this section does not apply to the Custom Displays, therefore such Products are not eligible for return. **In the case of Products purchased by the User on the Service Provider's Service, the User is entitled to a statutory 14-day right of withdrawal from the contract. This period begins at the moment the Product is delivered, and it is sufficient for the User to submit a withdrawal form within this period. A withdrawal form is available in section 3.26. The statutory right of withdrawal does not apply to personalized Products (e.g., customized in terms of size, type, frame), unless otherwise provided by applicable law.**

3.25. The User shall return the Product to the Service Provider immediately, but no later than within 14 (fourteen) days from the date of withdrawal from the Product sale agreement. In order to

meet the deadline it is sufficient to dispatch the Product before its expiry. The Service Provider undertakes to immediately, not later than within 14 (fourteen) days from the day of receiving the User's statement of withdrawal from the Product sale agreement, reimburse the User for any and all payments made by the User with the use of the same method of payment as applied by the User, with a proviso that the Service Provider is entitled to suspend reimbursement of payments obtained from the User until the Service Provider receives the Product back or the User submits a confirmation of shipping the Product, depending on which of the events occurs earlier. Moreover, the Service Provider reserves that upon the lapse of 60 (sixty) days following the payment made by the User, independent payment operators may, under their rules and regulations, retain a certain part of the amount paid.

- 3.26. A withdrawal form from the Product sale agreement is available on the Website ([click here](#) to use it).
- 3.27. The Product will be delivered not later than 30 (thirty) business days following the day on which the payment for the Product was obtained. The User undertakes to immediately notify the Service Provider of the failure to deliver the Product within the above-mentioned period.
- 3.28. The Products are delivered by courier or to a package machine or a service point indicated by the User. The Products ordered may be delivered by the Service Provider in the following countries: Australia, Austria, Belgium, Canada, Chile, Croatia, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Greece, Greenland, Guernsey, Hong Kong, Iceland, Ireland, Israel, Italy, Japan, Jersey, Lithuania, Luxembourg, Malaysia, Monaco, Netherlands, New Zealand, Norway, Philippines, Poland, Portugal, Reunion, Saint Barthelemy, Saint Martin (French part), Saudi Arabia, Singapore, Sint Maarten (Dutch part), Slovakia, Slovenia, South Africa, South Korea, Spain, Sweden, Switzerland, Taiwan, Thailand, United Arab Emirates, United Kingdom, United States, Venezuela. Depending on the destination, there is a possibility of an additional duty fee and/or taxes. Their amounts depend on a specific countries' regulations. Any costs related to customs duties and/or taxes shall be borne by the User, unless such costs are explicitly included in the purchase price of the Product.
- 3.29. Payment for the Products may be made using the methods indicated at the beginning of the order making process. The User should pay the Product price immediately upon making an order for a given Product. Payments are made in USD, EUR, GBP, DKK, SEK, CHF, NOK, SGD. The User's bank may convert the final amount to the local currency at its rate of exchange.
- 3.30. The Service Provider shall be liable towards the User for the non-conformity of the Product with the sale agreement (statutory warranty) in accordance with applicable regulations. Any complaints under the statutory warranty for Products' defects or non-conformity may be

submitted by the User in writing or electronically to the following address: [support@displate.com](mailto:support@displate.com). In the complaint the User shall describe in details the defect or the non-conformity of the Product and present his demand. The complaint shall be examined by the Service Provider within 14 (fourteen) days from the delivery of it to the Service Provider. The User will be promptly informed of the results of this procedure. Subject to any other provisions of law and protective regulations under the Consumer Rights Act, the Service Provider is liable under the statutory warranty for the Products' defects or non-conformity, provided that: (i) the User discovers the Product's defect or non-conformity within 2 (two) years from the date of delivery of the Product to the User, and (ii) submits a complaint to the Service Provider within 1 (one) year from the date of discovery of this defect or this non-conformity. The ineffective elapse of the deadlines referred to in the preceding sentence relieves the Service Provider from the liability under the statutory warranty for the Products' defects or non-conformity. Claims under the statutory warranty for the Products' defects or non-conformity shall be vested exclusively in the User who purchased the Product through the Website and do not pass to a subsequent purchaser of the Product.

- 3.31. The User being a consumer has the right to have his complaints examined and assert his claims: (a) by mediation through provincial inspectors of the trade inspection authority; (b) before permanent consumer arbitration courts at provincial inspectors of the trade inspection authority.
- 3.32. The mediation referred to in par. 3.29. a) above may be availed of after the consumer has applied to the competent provincial inspector of the trade inspection authority.
- 3.33. The permanent consumer arbitration courts referred to in par. 3.29. b) above may be availed of upon submission by the consumer of a request for examining a dispute by the competent permanent consumer arbitration court.
- 3.34. The consumer has also the right to make a request with the district or city consumer ombudsman to approach an economic operator regarding protection of the rights and interests of consumers.
- 3.35. Product assembly manual may be downloaded here: [Safe Wall Magnet Mounting System, 3D Magnet, 3D Lumino Magnet and Displate Stand](#). Guidelines for assembling the Product can be found here: <https://displate.com/about-faq> in the "Safe Wall Magnet Mounting System". The User undertakes to follow the instructions and guidelines for assembling the Products and shall always take caution in choosing the location for the Products. The User acknowledges and accepts that certain external factors (such as vibrations or high humidity levels) may detriment the magnet mounting used in the Products and, as a consequence, shorten their end use date and cause the Products to fall.

3.36. Sale of the Products via the Partner is conducted on the terms set out in the relevant regulations available on the Partner's website.

3.37. Users who purchased a Product through the Service may be invited by the Service Provider to submit reviews, ratings, comments, photographs, videos or other content regarding such Product ("Reviews"). Eligibility for review programs may depend on objective business criteria determined by the Service Provider, including the availability of the review program in a particular country, participation in marketing communications, technical limitations or other objective criteria.

The Service Provider may cooperate with external service providers in order to collect, manage, verify, moderate and publish Reviews.

By submitting a Review, the User acknowledges and agrees that:

- a. the Review and selected information concerning the User, such as nickname, first name, country or profile image, may be publicly displayed within the Service,
- b. the Review may be used by the Service Provider for promotional, marketing and informational purposes related to the Service and Products,
- c. the Service Provider may verify, moderate, refuse to publish, remove, edit for technical, security or compliance reasons, or prioritize Reviews, in particular where the Review violates applicable law, these Terms of Use or third-party rights, contains personal data, spam, misleading, offensive, inappropriate or automatically generated content, relates to a product other than the reviewed Product, does not reflect a genuine purchase or product experience, or otherwise violates the review publication rules applicable within the Service,
- d. the User represents that the Review is based on the User's genuine experience with the Product and that the User has all rights necessary to submit the Review and any materials included therein,
- e. the User grants the Service Provider a non-exclusive, worldwide, royalty-free licence to use, reproduce, publish, display and make available the Review for the purposes of operating, promoting and improving the Service and Products,
- f. if a Review is rejected or removed, the User may contact the Service Provider at [support@displate.com](mailto:support@displate.com) to request a review of the decision. The Service Provider reserves the right to make the final decision regarding publication of Reviews. The Service Provider may determine the manner and order in which Reviews are displayed within the Service, including by applying sorting, filtering or ranking criteria, provided that such criteria are applied in a transparent and non-misleading manner.
- g. the Service Provider takes reasonable and proportionate measures to ensure that Reviews displayed within the Service originate from customers who purchased the reviewed Product. Reviews may be subject to verification and moderation prior to publication.

The Service Provider may determine the manner and order in which Reviews are displayed within the Service, including by applying sorting, filtering or ranking criteria, provided that such criteria are applied in a transparent and non-misleading manners.

**[Custom Displates]**

- 3.38. The Custom Displates functionality is available to logged-in Users holding an Account on the Service, including the Displate Club Members, as well as to Guests, subject to prior acceptance of these Terms of Use..
- 3.39. A User or Guest wishing to purchase a Custom Displate should:
- a) upload an image file in the appropriate place on the Service;
  - b) ensure that the image file meets the technical requirements indicated therein, in particular regarding file format, resolution, dimensions, and aspect ratio;
  - c) ensure that the image file complies with these Terms of Use, including the provisions of § 6.2 and § 6.4, and does not otherwise infringe the law, third-party rights, or Displate standards.
- 3.39A. A Guest may use the Custom Displates functionality without creating an Account. In such case:
- a) prior acceptance of these Terms of Use is required before uploading the file;
  - b) the uploaded file is not made publicly available within the Service;
  - c) access to the file is provided only within the current session or via another secured technical access mechanism enabling continuation of the personalization process;
  - d) files that do not result in placing an order are stored only for the period necessary to complete the personalization process and are automatically deleted no later than within 48 hours.
- 3.40. Uploaded image files may be subject to verification using automated means, including tools based on artificial intelligence, in order to assess their compliance with these Terms of Use, in particular for detecting content that may be unlawful or violate Displate standards (e.g., violence, nudity, hate speech as described in § 6.2). The final high-resolution file may also undergo additional technical verification during the checkout or order processing stage, in order to confirm that the file is not corrupted and can be successfully used for the production of the Custom Displate.
- 3.41. The Service Provider may offer the User/Guest a free improvement of a low-quality file (“upscaler” function) if the file qualifies for enhancement. Any such enhancement will be preceded by making a preview of the improved version available. The Service Provider is not obliged to offer this function. Use of the upscaler function may involve processing of files by external entities acting under separate data processing rules, as described in the [Privacy Policy](#).
- 3.42. Displate Club Members are entitled to preferential pricing conditions when purchasing Custom Displates, in accordance with the information presented on the Service at the time

of placing the order. Guests or Users may purchase Custom Displates under the pricing conditions specified on the Service for their category.

- 3.43. The right of withdrawal of Custom Displates from the sales contract referred to in § 3.24 is excluded, due to the fact that Custom Displates constitute a personalized product made exclusively to the consumer's specifications and serving to meet their individual needs. The Service Provider shall inform the User/Guest of the exclusion of this right before placing an order.
- 3.44. The Service Provider is entitled to cancel an order and/or refuse (not to upload) to execute an order for Custom Displates and for the Displate Club Member cancel Displate Club fees that have been already paid and not to refund them, if in the Service Provider's reasonable opinion, such order violates sec. 6.2 and 6.4 of the Terms of Use. The User/Guest waives all and any claims against the Service Provider in this respect. The User/Guest will be informed of the Service Provider's decision. This notification will include a justification (including, among other things, the facts and circumstances on which the decision was based, where applicable, information regarding the use of automated means during decision-making, including whether the decision was based on content detected or identified using automated means, and the legal basis for the decision) as well as information about the available appeal procedures (including, in particular, the procedure described in section X of the Terms of Use.
- 3.45. The Service Provider may make the Displate Style Filters function available as an additional option within the Custom Displates offering. This function allows for the stylistic transformation of an image file using tools based on artificial intelligence, exclusively for the purpose of preparing a design intended for printing as a Custom Displate. The function is available to Users or Guests.
- 3.46. In order to generate a modified version of the image file within the Displate Style Filters function, the Service Provider uses external tools based on artificial intelligence provided by third parties, in particular Google LLC. Files may be temporarily processed in accordance with the principles set out in the Privacy Policy, including within the infrastructure of external service providers acting as data processors.
- 3.47. The Service Provider reserves the right to enable or disable the Displate Style Filters function at its sole discretion, without guaranteeing its constant availability. Images generated and previously added to the cart will not be removed from it if the function is disabled. Adding a product to the cart does not constitute placing an order.
- 3.48. Uploaded files and generated versions are stored by the Service Provider only for the time necessary to operate the Displate Style Filters function or to place an order. Detailed rules regarding the storage period and the processing of files are set out in the Privacy Policy.

#### **IV. Account Registration.**

4.1. The User who wishes to create an Account on the Service should:

- a) Fill out the Registration form for Users, including providing an email address and Password, or—in the case of registration using external authentication services provided by other entities operating independently of Displate (Google or Facebook)—provide the necessary data to log into such a service;
- b) Accept the Terms of Use and Privacy Policy;

After completing the registration, the Service Provider will send a confirmation email to the User's email address confirming the creation of the Account. Once the above steps have been completed, a contract for an Account is concluded between the User and the Service Provider.

The User also has the option to create an account using the Google One Tap Login service. To do this, he should enter his Google login information in the appropriate window and confirm his intention to create an account with Displate.

4.2. The Artist/Influencer who wishes to create an Account on the Service should:

- a) Fill out the Registration form for Artists/Influencers, including providing an email address, phone number and Password;
- b) Accept the Terms of Use and Privacy Policy;
- c) Confirm the email address by clicking on the activation link sent to the email address provided in the form.

After completing the registration, the Service Provider will send a confirmation email to the Artist/Influencer confirming the creation of the Account.

Once the above steps have been completed, a contract for an Account is concluded between the Artist/Influencer and the Service Provider.

After registering an Account as described above, the Artist/Influencer may also log into the Service using external authentication services provided by other entities operating independently of Displate (such as Google or Facebook) by providing the necessary credentials to log into such a service.

4.3. The User may choose to make the Account or its part public – which means the ability to share with other people the specified information – including the Users name, and arranged and grouped Product Models (so called Wishlist and Sets).

4.4. The Service Provider may enable additional features of the Account (avatars, background images) for Users.

- 4.5. By default the Account will be private. User may choose the content available for public display within the Account and may choose not to display specific content - without providing a reason. The User may change the decision multiple times, using the features of the Account.
- 4.6. Only Products available in the Service Provider's current sales offer will be displayed in the public Accounts- Products that are no longer available for sale or Custom Displate will not be displayed at all.
- 4.7. The User may decide if the Account shall be visible for the Service Provider's following functionalities of the Website:
- a) featured collectors – displaying Users best aligned with Service Provider's values.
  - b) inspirations - showcasing Accounts to other Users as part of inspiration and information about Displate.
- 4.8. The User has the option to convert their Account and register as an Artist/Influencer. To do so, they should select the appropriate button on the Service and then change their Password via the link provided in a separate email. The User should follow the on-screen instructions to complete this process. If the User has not set a nickname on their Account, they will be assigned a random one, which can be changed by sending an email to [artists@displate.com](mailto:artists@displate.com). The User who has converted his Account is required to provide any missing personal data that the Service Provider requires from the Artist. In particular, this includes providing a phone number which is necessary to verify the Artist's identity via SMS.
- 4.9. Future SMS verification may also apply to those users who have changed their Pay Pal address or critical information.
- 4.10. The Service Provider reserves the right to conduct incidental verification of the Registration and the Artist, carried out in good faith and with due diligence, in order to detect, identify, and remove illegal content or prevent access to it, or to take necessary measures to comply with other legal requirements.
- 4.11. The Service Provider reserves the right to block the possibility of using certain words, phrases, descriptions, graphics (including but not limited to vulgar, obscene, NSFW, duplicate) as part of the features available in the Account – including the Name, description, avatar, background image etc.
- 4.12. The initial displaying and publication of the Product Model on the Artist's Account requires the Artist's identity to be verified. The identity verification is carried out via SMS. The Artist will receive an automatic SMS message containing an authentication code at the phone number provided during Registration. Entering and submitting the authentication code in the appropriate window in the Service will constitute an opportunity to publish the Product Model by the Artist. Failure by the Artist to provide the authentication code will be considered an

unsuccessful verification, resulting in the inability to display and publish the Product Model on the Artist's Account.

- 4.13. The Service Provider reserves the right to exempt selected Artists from the SMS identity verification requirement referred to in section 4.5 above.
- 4.14. Following successful registration, the Artist/User/Influencer gains access to the Account, which is in each case provided by the Service Provider upon entering the Password and e-mail address.
- 4.15. During the Registration and while using the Service, the Artist/User/Influencer is obliged to:
  - a) provide true, accurate and current data that is not misleading and does not infringe the rights of third parties;
  - b) update the data provided in the registration form immediately after any changes to that data. Data updates are made via the Account;
  - c) keep the Password confidential and not to disclose it to others.
- 4.16. The Artist/User/Influencer has exclusive liability for the contents of the data provided by the Artist/User/Influencer, as well as for the choice of the Name and Password, including liability for any possible infringement of third party rights in connection with the selection of the Name and Password. The Artist/User/Influencer also takes exclusive liability for the disclosure of the Password to third parties.
- 4.17. Every person who completes the Registration on behalf of an organisational entity with legal capacity (e.g. registered partnership, limited partnership) or a legal person (e.g. limited liability company, joint-stock company), as well as on behalf of a civil law partnership, states and declares that he or she is fully authorised to conclude the Agreement on behalf and in the name of this organisational entity, legal person or civil law partnership.
- 4.18. The Service Provider reserves the right to delete Accounts and to withhold or limit the ability to upload the Product Models on Accounts that exhibit characteristics of duplicate or fake accounts. This particularly applies to Accounts that show similarities in profile, published Product Models, used addresses, or the use of the same PayPal account, or that indicate they were created using automated tools (e.g., bots). The Artist/User/Influencer will be informed of the Service Provider's decision. This notification will include a justification (including, among other things, the facts and circumstances on which the decision was based, where applicable, information regarding the use of automated means during decision-making, including whether the decision was based on content detected or identified using automated means, the legal basis for the decision, explanations of why the information is considered illegal content based on this, the contractual basis for the decision, and

explanations of why the information is considered non-compliant with that basis) as well as information about the available appeal procedures (including, in particular, the procedure described in section X of the Terms of Use).

## **V. Termination of the Services Agreement.**

- 5.1. Each Party shall be entitled to terminate the Agreement with immediate effect, without prejudice to the rights acquired by the other Party prior to the termination of the Agreement. There is no minimum period during which the Agreement may not be terminated. All orders from Users for Products based on Product Models by a particular Artist that are placed before termination will be completed.
- 5.2. The Service Provider, when intending to terminate the Agreement, will inform, the Artist/User/Influencer providing a justification for such a decision (including, among other things, the facts and circumstances on which the decision was based, where applicable, information regarding the use of automated means during decision-making, including whether the decision was based on content detected or identified using automated means, the legal basis for the decision, and explanations of why the information is considered non-compliant with that basis). The information will be sent to the email address provided by the Artist/User/Influencer during Registration. The decision to terminate the Agreement can be appealed, including in accordance with the procedure described in section X of these Terms of Use.
- 5.3. Termination of the Agreement by the Artist/User/Influencer is effected by them by deletion of the relevant Account, which involves making a request on the Service's website. All data and the Product Models will be irreversibly and immediately deleted at the time of account removal subject to certain data which the Service Provider may use also thereafter in order to comply with its legal obligations (please refer to our [Privacy Policy](#) for details). Moreover, the Artist/User/Influencer waives all and any claims against the Service Provider in this respect.
- 5.4. The Service Provider shall be also entitled to terminate the Agreement with the Artist/User/ Influencer with immediate effect if the Artist/User/Influencer, respectively, breaches at least one of the following paragraphs of the Terms of Use: 4.9., 4.10., 4.11., 4.12., 6.1., 6.2., 6.3., 7.1., as well as if at least one of the circumstances referred to in paragraphs 7.5. a) to 7.5. b) of the Terms of Use occurs. In this case, the Account will be deleted immediately after the justified notice of termination of the Agreement is sent to sending the termination notice to the Artist/User/Influencer, subject to the preservation of the Parties' acquired rights. The decision to terminate the Agreement can be appealed in accordance with the procedure described in section X of the Terms of Use. However, in the event the Service

Provider terminates an Agreement with the Artist/Influencer, the Service Provider reserves the right to suspend the performance of those Users' orders for Products that are based on such Artist's/Influencer's Product Models and were submitted before the date of termination. The Artist/Influencer waives all and any claims against the Service Provider in this respect.

- 5.5. The Service Provider is entitled to cancel fees described in sec. 3.9. – 3.20. above, with respect to the Artist/Influencer who has breached para. 7.1.e) below. The Artist/Influencer waives all and any claims against the Service Provider in this respect. The Artist/Influencer will be informed of the Service Provider's decision. This notification will include a justification (including, among other things, the facts and circumstances on which the decision was based, where applicable, information regarding the use of automated means during decision-making, including whether the decision was based on content detected or identified using automated means, and the legal basis for the decision) as well as information about the available appeal procedures (including, in particular, the procedure described in section X of the Terms of Use.

## **VI. Compliance of Product Models with law and reporting of potential violations.**

- 6.1. The Artist represents and warrants that:
- a) it holds (e.g. is the owner, licensee or lessee of) the copyrights, related rights, right of publicity, and industrial property rights (e.g. trademark rights) or other necessary rights to Product Models to the extent required to perform the Agreement and to modify, develop and enhance the Products on the Website, as well as to use them by the Users in a manner consistent with applicable law and without violation of the rights of third parties;
  - b) it has the full power to enter into this Agreement and it does not require the approval or acceptance of any third party (and if required, it has been granted);
  - c) the Product Models do not violate applicable law or the rights of third parties; and
  - d) the Product Models made available do not contain any defects, non-conformity, errors or failures. Otherwise, the Artist will promptly take every action permitted by law in order to remedy this state of affairs, and in the absence of a reasonable possibility thereof, the Artist will cover the associated damage suffered by the Service Provider.
- 6.2. In particular, it is forbidden to place on the Website any Product Models, comments, descriptions, content, and Accounts that:
- a) violate the rights of third parties, including the rights of the Service Provider, Artists or Users (e.g. are offensive or are a threat directed at other people or could be considered as such);

- b) violate applicable law;
- c) contain any indecent content (e.g. through the use of vulgar language in a way that violates accepted norms, obscene images, or words which are generally considered offensive);
- d) serve to promote the goods or services of the Service Provider's competitors;
- e) violate trade secret or data protection regulations;
- f) violate provisions of applicable law other than those listed above;
- g) otherwise violate the provisions of the Terms of Use, social or moral standards (e.g. contain content promoting violence, pornographic content, content inciting racial, religious, ethnic hatred, or praising such unlawful behaviour, content violating religious feelings or discriminating on any grounds);
- h) contain external links.

6.3 Moreover, it is forbidden to the Artist/User/Influencer/ to:

- a) make direct references from Google Ads to displate.com domain;
- b) make direct references from other sources of advertisement (Facebook advertisements, Text ads) to displate.com domain, except for the sources belonging to the Artist/User/Influencer;
- c) use the word Displate or another similar sounding word (e.g. with typing errors, additional ending, etc.) in domains and social media account names, as a keyword in Google Ads and similar advertising systems;
- d) use the domain name Displate\* as a keyword;
- e) use Displate name and logotype in the advertising materials (banners, videos, etc.) except of these provided by Displate;
- f) use links related to Share and Earn on coupons/cashback sites.

6.4 The Service Provider Statement: Displate places great emphasis on creating and sharing content that aligns with our community standards and legal regulations. Our policies are designed to promote a positive and safe environment for all Users/Artists/Influencers. By creating and sharing their Products Model on Displate, Artists and Influencers agree to adhere to the following principles:

- a) respect for others: Content that promotes hate, discrimination, violence, harassment, or other harmful behavior is strictly prohibited. Let's respect diversity and different points of view.
- b) safety and legal compliance: It is forbidden to create and share content that violates laws, promotes dangerous behavior, or may be misleading.
- c) content of a pornographic, obscene, or extremely controversial nature is not allowed.

6.5 Displate reserves the right to remove content that violates the rules set out in sections 6.2 – 6.4 above and to take appropriate measures against Accounts that repeatedly breach these rules.

6.6 The violation report related to the points 6.2, 6.3 and 6.4. should be sent at [abuse@displate.com](mailto:abuse@displate.com) and contain at least the details of the reporting entity (i.e. full name, email address, address), specify the nature of the violation (i.e. information on alleged infringement) and indicate the Product Model(s), comments, descriptions or other content which the report concerns so that they can be identified on the Website (i.e. provide specific Internet links). Moreover, the Service Provider reserves the right to request from the Artist/User/Influencer a proof of all activities related to the source of traffic.

**[Protection of intellectual property rights or other rights of third parties]**

6.7. The Service Provider's statement: Displate is a community built upon respect for the Artists/Influencers and their intellectual property rights as well as the intellectual property rights of third parties. Displate has a zero tolerance policy for intellectual property rights infringement. Therefore, we ask our Artists/Influencers to keep it in mind each time they are uploading content to Displate. The Artists/Influencers are required to upload works which do not infringe upon the copyrights, moral rights, publicity rights, privacy rights or any other rights of any person or third party, or violate any law or judicial or governmental order. In simple words, stealing other people's works and passing it as their own is against the law and against what Displate stands and will stand for.

6.8. Should the Artist/Influencer/User or any third party become aware of any Product Models, comments, descriptions or other content posted on the Website that violate the provisions of the Terms of Use, the rights of third parties (including intellectual property rights) or applicable law, such Artist, Influencer, User or third party must immediately report that fact by contacting the Website and filling the form provided [here](#).

6.9. The violation report referred to above should contain at least the details of the reporting entity (i.e. full name, email address, address), specify the nature of the violation (i.e. information on alleged infringement) and indicate the Product Model(s), comments, descriptions or other content which the report concerns so that they can be identified on the Website (i.e. provide specific Internet links) and the proof of copyrights. The above report should also confirm that the usage of the Product Model(s) on the Website is not authorized and the violation report is accurate and provided by the authorized person. The above report should contain a handwritten or electronic signature of the reporting entity or its representative (in which case the power of attorney should be attached).

- 6.10. The User/Artist/Influencer is to no extent entitled to reproduce, record, publicly display or otherwise use the Product Models. The above does not apply to cases expressly indicated in the Terms of Use, e.g. sharing link within Share and Earn.
- 6.11. The Service Provider may, in good faith and with due diligence, voluntarily conduct checks on its own initiative or take other measures aimed at detecting, identifying, and removing content that infringes third-party rights or is illegal, or to prevent access to such content or take other necessary measures to comply with legal requirements. However, in case of receipt of an official notification or gaining credible of the illegal nature of any Product Models or any activities associated therewith information (par.6.7. and 6.8. above), the Service Provider will immediately prevent access to such Product Models.
- 6.12. Moreover, the Service Provider has registered a designated agent, responsible for receiving notifications of claimed copyright infringement. This agent can be reached by email at [abuse@displate.com](mailto:abuse@displate.com). Moreover, if you believe the Artist/Influencer is infringing the copyright rights of you or someone you represent, please complete the takedown request available at <https://displate.com/takedown-request>.
- 6.13. In accordance with Displate's zero tolerance policy for intellectual property infringement, if the Service Provider is made aware that the Artist/Influencer has infringed the copyright or other intellectual property rights of a third party, the Service Provider has the right to terminate the Artist's/Influencer's account and remove all of the Artist's content from Displate's Website, while adhering to the rights and principles described in these Terms of Use.

## **VII. Use of the Website.**

- 7.1. The Artist/User/Influencer is obliged, in particular, to:
- a) use the Website in a way that does not distort its functioning, in particular through the use of certain software or devices;
  - b) refrain from actions such as: sending and/or posting any unsolicited commercial communication on the Website; multiple Registration of the Artist/User/Influencer on the Website; using the Accounts of other Artists/Users/Influencers or sharing their Account with other Artists/Users/Influencers; taking any information technology actions or any other actions to acquire possession of the Passwords of other Artists/Users/Influencers and to refrain from creating Accounts that exhibit characteristics of duplicate and/or fake accounts, including Accounts that show similarities in profile, published the Product Models, email addresses, or the use of the same PayPal account, or that publish the Product Models that are duplicated or strikingly similar to those already existing on the Service, or that are labeled with, among other things, misleading tags, descriptions, titles, or other identifiers;

- c) use the Website without causing inconvenience to other Artists/Users and the Service Providers and with respect for their rights
  - d) keep the Password secret and make every effort to prevent third parties from gaining possession of the Password;
  - e) not using the Service for the purpose of any illegal activity, that are dishonest or contrary to good practices.
- 7.2. Inactive Accounts, i.e. not used for more than three (3) months from last login may be removed without notice. Chapter V above applies accordingly.
- 7.3. The Artist/User/Influencer is solely responsible for the acts performed on the Website using a valid Name and Password.
- 7.4. The Artist/User/Influencer is obliged to immediately notify the Service Provider of any violation of her/his rights to the Name and/or Password, as well as of any case of violation of the principles set out in these Terms of Use, in particular of any violations of the rules relating to the posting of Product Model on the Website.
- 7.5. Notwithstanding any other rights described in the Terms of Use, the Service Provider may deprive the Artist/User/Influencer of her/his right to use of the Website (by blocking or deleting her/his Account), and may limit her/his access to part or all of the resources of the Website or the Services offered through the Website with immediate effect if the Artist/User/Influencer violates these Terms of Use, and in particular if the Artist/User/Influencer:
- a) provided details during Registration on the Website which are untrue, inaccurate or outdated, misleading or violate the rights of third parties;
  - b) otherwise behaves contrary to the general principles of using the Internet, in conflict with the objectives of the Website or in a manner detrimental to the good name of the Service Provider.
- 7.6. The User/Artist/Influencer will be informed of the decision mentioned in section 7.5 by the Service Provider. This notification will include a justification (including, among other things, the facts and circumstances on which the decision was based, where applicable, information regarding the use of automated means during decision-making, including whether the decision was based on content detected or identified using automated means, and the legal basis for the decision) as well as information about the available appeal procedures (including, in particular, the procedure described in section X of the Terms of Use).

**[Verified Creators Program]**

- 7.7. Within the Website, the Service Provider may operate the Verified Creators Program, the purpose of which is to distinguish selected Creators. The Verified Creators Program

constitutes an additional functionality of the Website and has an informational and promotional character.

7.8. Within the Verified Creators Program, the Service Provider may mark selected Accounts of Artists and/or Influencers as “Verified” and present such Accounts and the related Product Models, in particular through:

- a) visible marking of an Account or Product Models (badge or other equivalent designation),
- b) dedicated lists, pages or sections of the Website, including pages based on search mechanisms,
- c) the possibility to filter or browse Product Models published by Verified Creators.

7.9. The granting of the Verified Creator status is at the discretion of the Service Provider. In making such decisions, the Service Provider may use recommendations, dedicated tools or opinions of the Website community. The fulfilment of any criteria, including those indicated in section 4 below, does not create any right or claim on the part of the Artist and/or Influencer to obtain, maintain or restore such status.

7.10. When granting, maintaining, suspending or revoking the Verified Creator status, the Service Provider may in particular take into account:

- a) Account activity within the meaning of point 4a of the Terms and Regulations,
- b) compliance of Product Models with the Terms and Regulations, including the prohibition of duplication,
- c) the history of compliance with applicable laws, the Terms and Regulations and the Website standards,
- d) the overall quality, consistency and reliability of the activity of the Artist and/or Influencer within the Website,
- e) other factors related to the creative activity of the Artist or Influencer within the Website, including community recommendations, engagement or other qualitative aspects assessed by the Service Provider.

7.11. The Verified Creator status does not constitute:

- a) confirmation of authorship, legality or non-infringement of third-party rights by specific Product Models,
- b) a guarantee of the quality, sales or availability of Product Models,
- c) a change to the rules of responsibility of the Artist/Influencer specified in Chapters VI and XI of the Terms and Regulations.

7.12. The Verified Creator status may be revoked or suspended at any time, in particular in the event of:

- a) violation of the Terms and Regulations or applicable law,
  - b) identification of violations of the duplication prohibition, intellectual property rights or the principles set out in Chapter VI of the Terms and Regulations,
  - c) loss of the characteristics of an Active Account,
  - d) provision of false or misleading information by the Verified Creator.
- 7.13. Revocation, suspension or refusal to grant the Verified Creator status does not limit the rights of the Service Provider resulting from the Terms and Regulations, in particular those specified in point 3.3 and Chapters VI, VII and XI, and does not affect the possibility of publishing, modifying or removing Product Models under the rules set out in the Terms and Regulations.
- 7.14. Decisions regarding the Verified Creator status may be communicated to the Verified Creator in accordance with the rules set out in the Terms and Regulations. The complaint and appeal procedures specified in Chapter X of the Terms and Regulations shall apply accordingly to such decisions.
- 7.15. The Verified Creators Program, its rules and the manner of presenting Verified Creators may be changed, suspended or terminated by the Service Provider at any time in accordance with the provisions of the Terms and Regulations.

## **VIII. Displate Club.**

### **[General provisions]**

- 8.38. The Service Provider offers Users the opportunity to conclude a subscription agreement under the conditions described in these Terms of Use - to become a Displate Club Member.
- 8.39. A Displate Club member may be a person who has an Account on the Website at the latest at the time of concluding the Displate Club Membership Agreement.
- 8.40. The Displate Club membership agreement constitutes an electronic service provided by the Service Provider at a distance and is addressed to Users who are natural persons not running a business and who have their residence in the only one of the selected countries.
- 8.41. As part of the Displate Club Membership Agreement, a Displate Club Member has the opportunity to: set an individual nickname (in accordance with the Terms of Use); an individual avatar (with certain technical parameters, in accordance with the Terms of Use), a header (with certain technical parameters, in accordance with the Terms of Use), as well as a short description (limited to 200 characters); view the detailed order history, and has the opportunity to enjoy the following benefits:
- a. free delivery of Products regardless of the value of the order (“Free Shipping”) from the next order after the conclusion of the Displate Club Membership Agreement

- b. receiving individual discount codes for Products (“Discount Codes”)
- c. ordering Custom Displates under preferential conditions
- d. obtaining special packaging of Products (“Storage sleeve”);
- e. ability to display the Displate Club Member’s collection of Products (“Displate Collection”);
- f. access to early ordering of Limited Edition and Ultra Limited Edition Products (“Early Access”).

**[Free Shipping]**

8.42. The costs referred to in 8.4.a shall include only the costs of delivery of the ordered Product(s) by courier or to a parcel machine or service point indicated by the User as part of the execution of the next order after the conclusion of the Displate Club Membership Agreement - it does not include the costs associated with customs duties, taxes or other public charges which the User is obliged to pay, in particular the charges referred to in paragraph 3.26 above.

**[Discount Codes]**

8.43. Discount Codes referred to in 8.3.b enable the purchase of the Product with a discount specified by the Service Provider - at a price reduced in relation to the price indicated on the Site as the price before the discount, by the percentage specified in the discount code.

8.44. The Displate Club Member's discount code shall not be combined with other discount codes (especially promotional codes).

8.45. The discount code cannot be used for the purchase of the following Textra Products, Limited Edition/Ultra Limited Edition, Displate Stand.

8.46. The amount of discount granted to the Displate Club Member is individual and depends on, among other things, the value of the Initial Order. When the Subscription Fee is in the form of a Flat Subscription Fee, the amount of discount is granted at the level specified by the Service Provider.

**[Displate Collection]**

8.47. A Displate Club Member may display the ordered Products within the Account in the form of a graphic collection (Displate Collection), as well as share the Displate Collection with other people.

8.48. A Displate Club Member may choose to display within the Displate Collection Products purchased prior to the creation of the Account using the email address currently assigned to the Account - this requires the appropriate consent on the Website. In doing so, only Products available in the Service Provider's current sales offer will be displayed in the

Displate Collection - Products that are no longer available for sale will not be displayed at all.

8.49. A Displate Club Member may choose not to display a Product in the Displate Collection, with or without providing a reason. The Service Provider shall use the information about the reason for hiding Displate for statistical purposes anonymizing the data.

**[Early Access]**

8.50. The Displate Club Member will receive information from the Service Provider about the possibility of ordering a Limited Edition or Ultra Limited Edition Product 24 hours before this option becomes available to the public.

8.51. The Displate Club Member will have the opportunity to purchase the indicated Products on this date on a general basis.

**[Conclusion of Displate Club Membership Agreement - becoming a Displate Club Member]**

8.52. Conclusion of the Displate Club Membership Agreement is possible:

- a. When placing the Initial Order, selecting in the shopping cart the option to join the Displate Club for the indicated price (either Dynamic Subscription Fee or Flat Subscription Fee – depending which has lower price – as per. 8.27-8.37 below), and making payment for the Product or Products ordered under the Initial Order and for the Subscription Fee for the first billing period;
- b. By concluding the Displate Club Membership Agreement based on the data contained in the dedicated website available only to logged-in users with an Account on the Website, determining the Subscription Fee based on the value of the previous order assigned to the email address from the last 200 days prior to the date of concluding the Displate Club Membership Agreement treated as the Original Order - as a result of payment of the Subscription Fee for the first billing period;

8.53. User who is logged in to the Account and has an associated Initial Order and currently has Products in the shopping cart that potentially enable the conclusion of a Displate Club Membership Agreement will be informed on the Website (the page dedicated to Displate Club) of all variants of the Displate Club Membership Agreement available to the User (including the amount of discounts available under the Displate Club Membership Agreement) and the amount of the Subscription Fee for one billing period in all variants. In such a situation, when concluding the Subscription Agreement, it may choose that variant which it considers more favourable.

8.54. As the Service Provider's provision of the Displate Club membership contract to the User requires having an Account, when the Initial Order is placed by:

- a. User who has an Account, but who is not logged in - the Initial Order is assigned to the email address used in this order and used within the Account;
- b. User who does not have an Account - the User will be asked to create an account under the conditions described in these Terms of Use.

8.55. The User may join Displate Club only once at a time.

8.56. The Displate Club Membership Agreement is concluded through the Service when the User clicks the function marked "CHECKOUT" in the purchase process and makes the required payment using one of the available payment methods (e.g. PayPal, GPay or credit card) or by using the Express Checkout payment method described in 3.22 above. Available payment methods may vary depending on the User's country of purchase and the payment provider assigned to that country (e.g. Adyen or Braintree). The contract is not valid in the absence of actual payment. The Service Provider considers the conclusion of the contract to be on the date and time in effect at the Service Provider's premises, except if this would be contrary to the regulations for the protection of the User who is a consumer.. Available payment methods may vary depending on the User's country of purchase and the payment provider assigned to that country (e.g. Adyen or Braintree). The contract is not valid in the absence of actual payment. The Service Provider considers the conclusion of the contract to be on the date and time in effect at the Service Provider's premises, except if this would be contrary to the regulations for the protection of the User who is a consumer.

8.57. The final terms of the Displate Club membership contract will be summarized at the final stage of the purchase process. At that time, the Service Provider will inform about the final amount of the Subscription Fee, the method of its payment (including automatic renewal of the subscription), as well as the minimum duration of the Displate Club Membership Agreement, and the right to withdraw from the contract.

**[Duration of the Displate Club Membership Agreement]**

8.58. The Displate Club Membership Agreement is concluded on the date of execution of the agreement by the User under the Terms of Use described above and is valid for an indefinite period of time, with the minimum duration of the Displate Club Membership Agreement being one month.

8.59. A Displate Club Member may withdraw from the Displate Club Membership Agreement through the Service, without giving any reason, by submitting an appropriate declaration within 14 (fourteen) days from the date of its conclusion. In the event of withdrawal from the Agreement, it shall be considered not concluded. The Service Provider undertakes to return the Subscription Fee to the User immediately, but no later than within 14 (fourteen)

days of receipt of the statement. A withdrawal form is available in the Displate Club Member profile.

- 8.60. The Displate Club Membership Agreement renews for the next month automatically, except when it is impossible to collect the Subscription Fee.
- 8.61. A Displate Club Member may terminate the Displate Club Membership Agreement at any time, without giving any reason, by submitting a statement within the Account administration panel.
- 8.62. The Displate Club Membership Agreement shall be automatically terminated as a result of termination of the Agreement pursuant to Section V of the Terms and Conditions. The Service Provider is entitled not to refund the Subscription Fees that have already been paid by the User.
- 8.63. Resignation or termination of the Displate Club Membership Agreement shall be effective at the end of the billing period in which the effective resignation or termination occurred.

**[Subscription Fees and Billing Periods]**

- 8.64. The Subscription Fee amount may be determined as either a Dynamic Subscription Fee or Flat Subscription Fee.
- 8.65. Dynamic Subscription Fee is calculated individually for each User and depend:
- a. In the case referred to in 8.15.a - on the detailed configuration of the Initial Order (i.e. quantity, size, finishing and framing of the ordered Products)
  - b. In the case referred to in 8.15.b - on the detailed configuration of the last Order assigned to the User's email address from the last 200 days since the payment of this Order (if the order was placed more than 200 days before the period of 200 days, this option is unavailable).
- 8.66. In the case of ordering two or more Products during the Initial Order, the Dynamic Subscription Fee will be calculated based on the value of each Product, notwithstanding that the value of Products such as the mounting system and the Displate Stand are not included in the calculation of the Subscription Fee.
- 8.67. The Flat Subscription Fee is an alternative to the above mentioned Dynamic Subscription Fee in which the subscription fee is not dependent on the Order value, but is predetermined by the Service Provider. The Flat Subscription Fee may be offered to the Users by the Service Provider temporarily.
- 8.68. The User will be informed about the Subscription Fee amount when concluding the Displate Club Membership Agreement. The Subscription Fee is specified in one of the currencies available for the Displate Club Membership Agreements and selected by the User when placing the Order. If the User is eligible for different Subscription Fees (either Dynamic

Subscription Fee or Flat Subscription Fee), the User will be informed about best offer according to the Service Provider - other offers will not be – by default - displayed in the Cart. All Subscription Fee options available for the User shall be visible at the dedicated Displate Club website, and if added to the cart shall be available for purchase.

- 8.69. The Subscription Fee amount shall not change during the billing period. The Service Provider may increase the amount of the Subscription Fee. In the event of a change in the amount of the Subscription Fee, Service Provider will notify the Displate Club Member of the proposed change in a message that will be sent to the Account or email address and will be available in the Displate Club Member's profile on the Website. If the Displate Club Member fails to terminate the Agreement in the manner provided for in the Terms and Conditions within one month from the date of receipt of the notification of the change, such change shall be deemed accepted - it will be effective from the next billing period.
- 8.70. The Displate Club Member may change the Subscription Fee from a Dynamic Subscription Fee to a Flat Subscription Fee or from Flat Subscription Fee to Dynamic Subscription Fee by termination by the User of the current Displate Club Subscription Agreement. To make such a change the User will have to click 'Cancel Membership' button on the User's account. After the current billing period ends, the User will be able to choose the preferred Subscription type. In such a case no refund on billed periods is available. If the change is done before the end of 12 consecutive billing periods, the Displate Club Voucher mentioned in section 8.38 below shall not be available to the Displate Club Member. In such a situation the Displate Club Voucher shall be available only after full 12 billing periods since the above mentioned change have passed. Subscription Fees are billed on a monthly basis.
- 8.71. Subscription Fees are billed on a monthly basis.
- 8.72. The first billing period shall begin on the date of execution of the Subscription Agreement and shall continue until the expiration of the same date in the following calendar month. Each subsequent billing period shall commence on the day following the end of the previous billing period.
- 8.73. The Subscription Fees for a given billing period shall be charged by the Service Provider in advance after the start of a given billing period. The charge shall be made using the payment method selected by the Displate Club Member (e.g. PayPal, GPay, credit card), from among the available payment methods. Available payment methods may vary depending on the User's country of purchase and the payment provider assigned to that country (e.g., Adyen or Braintree). The Displate Club Member may change the payment method for Subscription Fees during the term of the Subscription Agreement in his/her Account.

- a. If the Subscription Fee is not collected the Displate Club Member will be informed by an email indicating the need to pay the Subscription Fee and by a notice on the Website regarding the update of the payment method.
- b. If the Subscription Fee is not collected within the next 10 days, the Displate Club Member will be informed by an email message indicating the need to settle the Subscription Fee and by information on the Website regarding the update of the payment method.
- c. If the Subscription Fee is still not collected within 20 (twenty) days from the start date of the relevant billing period, the Displate Club Membership Agreement will be automatically terminated, of which the Displate Member will be immediately informed by an email message.

8.74. As soon as the Subscription Fee for a given billing period has been collected, the Service Provider will issue an electronic VAT invoice to the Displate Club Member. The Subscription Fee shall be the gross amount including VAT at the appropriate rate in accordance with applicable law.

**[Displate Club Voucher]**

8.75. As part of the Displate Club Membership Agreement, a Displate Club Member who pays the Subscription Fees for 12 (twelve) consecutive billing periods shall, in each 12 (twelfth) month of the Displate Club Membership Agreement, obtain from the Service Provider a Displate Club Voucher with a value:

- a) For Displate Club members with a Flat Subscription fee - based on the value of one M size Displate in the finish with the highest price (excluding Limited Edition);
- b) For Displate Club members with a Dynamic Subscription Fee - equal to the amount associated with the purchase of the Products under the Initial Order, whereby for the purposes of the Voucher, the Service Provider recognizes that:
  - a. the Limited Edition, Ultra Limited Edition Products ordered shall be converted by the Service Provider into the corresponding non-Limited Edition or Ultra Limited Edition Products, assuming a “matte” finish for them;
  - b. for the amount of the Original Order, the Service Provider shall assume the value of the Products without taking into account promotions, discounts and others, even if they were actually charged.

8.76. Displate Club Voucher is given to the Displate Club Member within the Account and to the email address assigned to the Displate Club Member's account. The Displate Club Voucher is issued in the currency in which the Initial Order was processed and can only be redeemed in countries to which the Service Provider sells in that currency.

- 8.77. Displate Club Voucher entitles the Displate Club Member, within its validity period, to purchase Products available on the Site.
- 8.78. Displate Club Voucher is individual in nature and may only be used by the Displate Club Member to whose Account it was assigned. The Displate Club Voucher may only be used once, and therefore the difference between the value of a given Displate Club Voucher and the value of the Products purchased using it may not be used to make another Order using the Displate Club Voucher.
- 8.79. Redemption of the Displate Club Voucher requires the Displate Club Member to select the Products to be covered by the Displate Club Voucher as part of the Order placement and to enter the Displate Club Voucher code in the dedicated field as part of the Order placement. Use of the Displate Club Voucher requires the User to be logged into the Account (it is not possible to use it as a guest). As part of the Displate Club Voucher redemption, the Displate Club Member is required to provide the buyer's details (for the purpose of issuing a VAT invoice) and the recipient's details (for the purpose of delivering the Products), if different from the buyer's details. The buyer's country and the recipient's country must be the same. The purchaser's data and the recipient's data for the purpose of redeeming the Voucher may differ from the purchaser's data and the recipient's data provided for the purpose of the Initial Order.
- 8.80. Displate Club Voucher is valid and may be redeemed within 90 (ninety) days from the date of its delivery to the Displate Club Participant. Displate Club Voucher not used within the validity period becomes invalid and is not exchangeable for a new one.
- 8.81. The Displate Club Member:
- a. shall not be entitled to a refund of the value of the Displate Club Voucher not used within the validity period.
  - b. shall not be entitled to a refund of the value of the Displate Club Voucher or Products obtained through the redemption of the Displate Club Voucher.
- 8.82. Displate Club Voucher is not exchangeable for cash in whole or in part.
- 8.83. The Displate Club Member shall not be entitled to a refund of the value of any unused Displate Club Voucher, including a credit against Subscription Fees or an increase in the value of subsequent Displate Club Vouchers.
- 8.84. A Displate Club Member shall not be entitled to a refund of Products received in fulfilment of a Displate Club Voucher. In case the Products are delivered with defects, the Service Provider shall immediately replace the defective Products with defect-free Products or remove the defects.

## **IX. Gift Cards (Displate Gift Cards).**

### **[General provisions]**

- 9.38. The Service Provider allows the Users to purchase Gift Cards under the conditions described in these Terms of Use. The User has the option to schedule the delivery of the Gift Card on a specific date, no later than 30 days from the date of purchase.
- 9.39. The purchase of a Gift Card requires submission of an appropriate instruction on the Website and payment of the nominal value of the Gift Card. Immediately after making the payment for the Gift Card, the User will receive the Gift Card in the form of an e-mail containing a string of characters, to the e-mail address provided when placing the order to purchase a Gift Card.
- 9.40. Payment for a Gift Card can only be made using one of the available payment methods (e.g., PayPal, GPay, or credit card). The available payment methods may vary depending on the User's country of purchase and the payment provider associated with that country (e.g., Adyen or Braintree). The payment for the Gift Card cannot be made using another Gift Card or a discount code.
- 9.41. The Gift Card can only be purchased in GBP, EUR and USD.
- 9.42. The Gift Card is valid and active for a period of 1 (one) year from the date of its purchase. After expiry of the Gift Card, no transaction may be processed using such Gift Card.
- 9.43. The Gift Card cannot be exchanged for cash in whole or in part, also in case the Gift Card was not used within its validity period.
- 9.44. One Gift Card can only be used to purchase one Product among the available variants (M matte, M gloss, L matte, L gloss, M textra, L textra, without frame) and to pay for its delivery and handling costs. The Gift Card does not cover custom duties (if any) which shall be borne by the User. In the case of a Gift Card assigned to a specific variant, the card may only be used to purchase that specific variant.
- 9.45. The Service Provider reserves the right to suspend or terminate the Gift Card program at any time. The Gift Card Users will be informed about the suspension or termination of the program in advance, in the manner specified in section 12.4 below.

### **[Terms of use]**

- 9.46. The Gift Card may be redeemed by the User by purchasing the Product and covering its shipping and handling costs, in accordance with section 9.7 above, in exchange for the payment made using the Gift Card.
- 9.47. The Gift Card can be redeemed on the Website on a dedicated page. The User is not required to have an Account in order to redeem the Gift Card.
- 9.48. Within one Gift Card transaction, the User may purchase only one Product and cover its shipping and handling costs in accordance with section 9.7 above. The User cannot within

one transaction purchase several Products using several Gift Cards or using the Gift Card and another payment method.

9.49. The Gift Card can only be redeemed once.

9.50. The Gift Card may only be used to make payment in the currency in which it was paid for.

9.51. To the fullest extent permitted by law, the Service Provider shall not be liable for the use of the Gift Card by a third party, as well as for the loss or damage of the Gift Card due to a cause beyond the Service Provider's control, after it has been provided to the User.

#### **[Returns and complaints]**

9.52. The User may return the Gift Card (i.e. withdraw from the Gift Card purchase agreement) within 100 (one hundred) days from the date of purchase, provided that the Gift Card has not been redeemed.

9.53. The User may return the Gift Card by submitting a relevant declaration to the e-mail address: [support@displate.com](mailto:support@displate.com). A withdrawal form from the Gift Card purchase agreement is available on the Website ([click here](#) to access the document). The Service Provider verifies whether the Gift Card that the User wishes to return is active, i.e. not previously redeemed. After a positive verification, Service Provider shall immediately, however, no later than within 14 (fourteen) days from receiving the User's declaration on returning the Gift Card, refund the amount equivalent to the nominal value of the Gift Card using the same method of payment that the User used to pay for the Gift Card. The returned Gift Card is deactivated and cannot be used.

9.54. Any complaints related to the purchase and use of the Gift Cards shall be dealt with by the Service Provider in accordance with the general rules set forth in these Terms of Use.

9.55. The User who purchased the Product using the Gift Card may return or make a complaint about that Product on the general terms and conditions described in these Terms of Use. In the event of a return of a Product purchased by a Gift Card (based on a complaint or withdrawal from the Product purchase agreement), the nominal value of such Gift Card in a currency in which it was purchased (corresponding to the value of the returned Product and its shipping and handling cost), will be refunded to the User who purchased the relevant Gift Card using the payment method used to purchase that Gift Card.

#### **X. Complaints and Appeal Procedure**

10.38. In the course of using the Service, the Artist/User/Influencer is obliged to immediately notify the Service Provider of any irregularities, faults or interruptions in the functioning of the Website and poor quality of the Service.

10.39. Any irregularities, faults or interruptions in the functioning of the Service or its poor quality may be reported at the following address: [support@displate.com](mailto:support@displate.com) or by phone on the following phone number + 1 (417) 497-2372.

10.40. Through the Website, the Service Provider enables the following:

- a) obtaining of information about the Website;
- b) receipt of the reports referred to in par. 10.2. above;
- c) help with Registration by the Artist/User/Influencer;
- d) lodging of a complaint;
- e) reporting the Product Models or other content that, in the User's opinion, do not comply with applicable laws or the Terms of Use of the Service.

10.41. In the case of any possible non-compliance of the Service with these Terms, the User may submit a complaint to the address: [support@displate.com](mailto:support@displate.com) or by phone on the following phone number +1 (417) 497-2372. The complaint shall be examined by the Service Provider within 14 (fourteen) days from the delivery of it to the Service Provider. The User will be promptly informed of the results of this procedure. The Service Provider allows the reporting of Product Models, Accounts, or other content that, in the opinion of the reporting person, is not in compliance with applicable laws, violates the Terms of Use, or is inconsistent with the profile of the Service, by sending a report via email to [support@displate.com](mailto:support@displate.com). The Service Provider will review the received report and notify the reporting person of the decision regarding the report. This decision will include a justification (including, among other things, the facts and circumstances on which the decision was based, where applicable, information regarding the use of automated means during decision-making, including whether the decision was based on content detected or identified using automated means, and the legal basis for the decision) and information about the appeal procedure and other available legal remedies. The reporting person has the right to appeal the Service Provider's decision in accordance with the appeal procedure as indicated in 10.11 below.

10.42. In the case of a suspected copyright infringement by the Artist or the Influencer, the User/Artist/Influencer is entitled to file a complaint by sending an email to [abuse@displate.com](mailto:abuse@displate.com). Furthermore, if it is determined that the Artist/Influencer is infringing the copyright of any third party, a takedown request form should be completed, which is available at <https://displate.com/takedown-request>.

10.43. A complaint may be submitted in writing or by other means of remote communication, including by e-mail, unless prevented by technical capabilities. The Service Provider reserves the right to interfere with the Account of the Artist/User/Influencer to the extent

necessary to correct the disruption or problem in the functioning of the Account or the Website. The date of submission of a complaint is the date of its receipt by the Service Provider.

10.44. The Service Provider may refuse to consider a complaint regarding the non-compliance of the Service with the Terms, containing a request to bring the Service into compliance with the Terms (i.e. a request to deliver the Service or remove irregularities preventing or limiting the use of its functionality) when:

- a) compliance with the Terms is not possible on the part of the Service Provider and the Service Provider informed the User about this circumstance in response to the complaint, or
- b) compliance with the Terms as requested by the User requires excessive costs for the Service Provider and the Service Provider informed the User about this circumstance in response to the complaint.

10.45. If the User's complaint regarding the Service is accepted, the Service Provider brings the Service into compliance with the Terms within 14 days from the date of its submission to the Service Provider. In particularly complex cases, this period may be extended, but not longer than 30 (thirty) days.

10.46. In the following cases, the User has the right to withdraw from the contract for the use of the Service:

- a) the Service Provider following point 10.6. informed the User that bringing the Service to comply with the contract is impossible or requires excessive costs on the part of the Service Provider,
- b) the Service Provider accepted the User's complaint, but did not bring the Service into compliance with the contract within the time limit provided for in point 10.7,
- c) the Service Provider has tried to bring the Service into compliance with the Terms and still has not provided the Service or has not removed the irregularities preventing or limiting the use of the functionality of the Service (i.e. the Service is still inconsistent with the contract),
- d) the lack of compliance with the Terms is significant enough to justify withdrawal from the contract for the use of the Service without first submitting a complaint to the Service Provider on the terms described in points 10.6.-10.7. above (complaint regarding the provision of the Service or the removal of irregularities preventing or limiting the use of its functionality),
- e) the Service Provider has informed the User that it will not comply with the agreement within the stipulated time limits or without excessive inconvenience to the User.

- 10.47. In the cases referred to in point 10.8. above - it is sufficient to send a statement of withdrawal from the contract to the Service Provider. A withdrawal form from the sale agreement is available on the Website ([click here](#) to access the document).
- 10.48. The Service Provider allows appeals against its decisions, particularly those mentioned in these Terms of Use. An appeal must be submitted within no more than 6 months from the date of notification of the decision. Appeals can be submitted by sending an email to [support@displate.com](mailto:support@displate.com). The appeal should include a justification, particularly specifying the reasons for the appeal, and, where possible, also include relevant evidence (e.g., documents). The Service Provider will review the appeal in accordance with its internal complaint handling system, which ensures timely, non-discriminatory, objective, and non-arbitrary action, including oversight by appropriately qualified personnel over the appeal process, and ensures that decisions made by the Service Provider as part of the appeal process are not made solely based on automated means. If the appeal is deemed valid, the Service Provider will promptly revoke its decision and take steps to mitigate its possible effects. The Service Provider will inform the appellant of the decision made, providing a justification for the decision and information about alternative dispute resolution options and other available appeals.
- 10.49. In addition to the options described above, any person who has received a decision from the Service Provider has the option to pursue alternative dispute resolution as described in section 10.15, as well as other available appeal options.
- 10.50. When reviewing reports and appeals, the Service Provider takes into account all facts and circumstances available to it.
- 10.51. The Service Provider reserves the right not to respond to messages, appeals, or other artificially generated communications or activities directed at the Service or the Service Provider (particularly those generated by bots or in other automated ways, if they are not genuine), especially if this would hinder the response to genuine communication or activity. The Service Provider also reserves the right to implement measures in the Service against such forms to prevent such artificially generated communication.
- 10.52. The User who is a consumer under relevant law has the option of using an out-of-court method of considering and pursuing claims in relation to The Service Provider. Information on how to access the above-mentioned dispute resolution mode and procedures can be found at the following address: <http://www.uokik.gov.pl>, in the "Help for consumers" tab. The User has the right to choose any certified out-of-court dispute resolution body to resolve disputes concerning decisions made by the Service Provider. The exercise of this right is without prejudice to the User's right to initiate court proceedings. All disputes shall be settled

on a non-exclusive basis by Polish common courts competent according to the Service Provider's registered office (unless different rules of protection apply under relevant consumer protection legislation).

10.53. The User may attempt to settle the dispute amicably through an independent mediator, after the Service Provider has given its consent to mediation. If the User proposes mediation and the Service Provider accepts this proposal, the mediation will be conducted in accordance with the applicable mediation rules.

10.54. Par. 3.32-3.35 above apply accordingly.

## **XI. Liability.**

11.1. The Artist/Influencer agrees to be solely liable for Product Models. The Artist/Influencer also agrees to satisfy all claims regarding infringement of the rights or personal rights of third parties associated with making the Product Models available and to exempt the Service Provider from any liability in this respect, to the extent permitted by the law.

11.2. The responsibility for compliance of Product Models with applicable laws lies with their creator (Artist/Influencer). The Service Provider is not liable for defects or non-conformity of Product Models that result from the provision of false information by the Artist/Influencer.

11.3. The liability of the Service Provider to the Artist/Influencer is limited to the value of the fee received by the Artist/Influencer in respect of performance under the Agreement (until the event giving rise to the Artist's/Influencer's claim against the Service Provider).

11.4. The Service Provider does not secure or guarantee any amount of fee to the Artist/Influencer nor that some other Artist/Influencer makes a competitive Product available to the Users.

11.5. The Service Provider shall not be liable for:

- a) any technical problems or limitations occurring in the computer hardware, IT system and telecommunications infrastructure used by the Artist/User/Influencer which prevent the Artist/User/Influencer from using the Website and the Service offered via the Website;
- b) loss of any Product Models from the Account due to hardware or system failure or other circumstances for reasons not attributable to the Service Provider;
- c) unavailability of the Website due to force majeure;
- d) the content of advertisements posted on the Website by third parties;

- e) the use of Product Models or Products by Artists/Users/Influencers (e.g. violation of the Artist's or third party's copyrights by Artists/Users/Influencers), including the associated potential damage to the Artists, the User, the Influencer or third party;
  - f) the effects of incorrect assembly/use of the Products by the User or third party, including, in particular, in contravention of paragraph 3.35, and the related potential damage.
- 11.6. The Artist/User/Influencer, is solely responsible for ensuring technical compatibility between the hardware and IT system used by them in order to use the Service and the Website.
- 11.7. If the posting of a Product Model by the Artist/Influencer on the Website results in a violation of any law or the rights of third parties, including parties benefiting from the copyrights or related rights or industrial property rights under an authorisation from the Artist/Influencer or the Service Provider acting in reliance on the statements made by the Artist/Influencer by accepting these Terms of Use, the Artist/Influencer shall be required to fully cover the damage suffered by the Service Provider in connection with such a violation.

## **XII. SPECIFIC TERMS AND CONDITIONS OF SALE FOR US CUSTOMERS**

**BY USING OUR SERVICES, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS YOU SHOULD NOT PLACE AN ORDER ON OUR SITE OR USE OUR WEBSITE. THESE TERMS AND CONDITIONS OF SALE CONTAIN A BINDING ARBITRATION CLAUSE, A CLASS ACTION WAIVER AND JURY TRIAL WAIVER CLAUSE THAT IMPACT YOUR RIGHTS IN RESPECT OF HOW TO RESOLVE DISPUTES. UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE WITHIN 30 DAYS: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS WIDE ARBITRATION; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL. If you live in the United States, please read this carefully before you place orders or use our Website.**

These are the legal terms and conditions under which we supply the Products and provide other services listed on our Website to Artist/User/Influencer who is a resident of the United States. Please read these specific terms and conditions for US customers ("Terms & Conditions of Sale") carefully before ordering any Products from the Website. By placing an order to purchase any of our Products, you accept and agree to be bound and abide by these

Terms & Conditions of Sale together with our [Privacy Policy](#), [Website Terms of Use](#) and [Returns Policy](#) (collectively, referred to as the “Terms & Conditions of Sale”), regardless of whether or not you choose to register with us. In case of any discrepancies between Terms & Conditions of Sale (par. 12.1.-12.17) and other provisions of Terms of Use, Terms & Conditions of Sale prevails. **These Terms & Conditions of Sale, par. 12.1.-12.18, apply to United States Customers only.**

- 12.1. **Agreement to Binding Arbitration.** PLEASE READ THIS SECTION CAREFULLY. EXCEPT AS THESE TERMS & CONDITIONS OF SALE OTHERWISE PROVIDE, YOU AGREE TO WAIVE YOUR RIGHTS TO TRY ANY CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, OR OTHER REPRESENTATIVE ACTION. FOR RESIDENTS OF THE UNITED STATES AND CONTRACTS FOR PRODUCTS SHIPPED TO THE UNITED STATES, YOU AND SERVICE PROVIDER AGREE THAT IN THE EVENT OF ANY CLAIM OR DISPUTE (WHETHER IN CONTRACT, TORT, STATUTE, OR OTHERWISE) ARISING OUT OF, RELATING TO, OR CONNECTED IN ANY WAY WITH THE BREACH, ENFORCEMENT, INTERPRETATION, APPLICATION, OR VALIDITY OF THESE TERMS & CONDITIONS OF SALE, SUCH CLAIM, DISPUTE OR CONTROVERSY WILL BE RESOLVED EXCLUSIVELY AND SOLELY BY FINAL AND BINDING ARBITRATION, EXCEPT AS OTHERWISE SET FORTH IN THESE TERMS & CONDITIONS OF SALE (THE “ARBITRATION AGREEMENT”).
- 12.2. **Exceptions to Binding Arbitration.** Notwithstanding the aforementioned, this Arbitration Agreement shall not be read to prevent the User from (1) pursuing an individual claim in small claims court in the United States of America, consistent with any applicable jurisdictional and monetary limits that may apply, provided that it is brought and maintained as an individual claim; or (2) pursuing public injunctive relief on an individual basis in a court of competent jurisdiction where state law dictates such a right to public injunctive relief exists.
- 12.3. **Jury Trial & Class Action Waiver.** YOU AND SERVICE PROVIDER ACKNOWLEDGE AND AGREE THAT YOU ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY. THE PARTIES FURTHER AGREE THAT ANY ARBITRATION SHALL BE CONDUCTED IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A CLASS ACTION, MASS ACTION OR OTHER REPRESENTATIVE ACTION, AND THE PARTIES EXPRESSLY WAIVE THEIR RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS SAVE AS FOR EXCEPT SPECIFIED IN THE PARAGRAPH ENTITLED “BATCH ARBITRATION” BELOW. YOU AND SERVICE PROVIDER MAY NOT BE PLAINTIFFS OR CLASS MEMBERS IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING, AND MAY EACH BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY. ASIDE FROM EXCEPTIONS OUTLINED IN

PAR. 12.2 AND 12.3, THE ARBITRATOR MAY AWARD DECLARATORY OR INJUNCTIVE RELIEF ONLY ON AN INDIVIDUAL BASIS AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THE INDIVIDUAL CLAIM. To the extent permissible by law there shall be no right or authority for any dispute to be arbitrated as a representative action or as a private attorney general action, including but not limited to claims brought pursuant to the Private Attorney General Act of 2004, Cal. Lab. Code § 2698, et seq. This means that you may not seek relief on behalf of any other parties in arbitration. Further information on the Class Action Waiver to be found at par. 12.4 below.

- 12.4. **Class Action Waiver** You acknowledge and agree that any and all disputes, claims, or controversies between the parties shall be resolved only in individual arbitration. You expressly waive the right to have any dispute, claim, or controversy brought, heard, administered, resolved, or arbitrated as a class, collective, coordinated, consolidated, and/or representative action, and neither an arbitrator nor an arbitration provider shall have any authority to hear, arbitrate, or administer any class, collective, coordinated, consolidated, and/or representative action, or to award relief to anyone but the individual in arbitration (“Class Action Waiver”). The parties also expressly waive the right to seek, recover, or obtain any non-individual relief. Notwithstanding anything else in this agreement, this Class Action Waiver does not prevent you or Service Provider from participating in a classwide, collective, and/or representative settlement of claims as set out in par. 12.16 below. The parties further agree that if for any reason a claim does not proceed in arbitration, this Class Action Waiver shall remain in effect, and a court may not preside over any action joining, coordinating, or consolidating the claims of multiple individuals against Service Provider in a single proceeding, except that this Class Action Waiver shall not prevent you or Service Provider from participating in a classwide, collective, and/or representative settlement of claims as set out in par. 12.14 below. If it is determined that any portion of this Class Action Waiver is unenforceable or unlawful for any reason, (i) any class, collective, coordinated, consolidated, and/or representative claims subject to the unenforceable or unlawful portion(s) shall proceed in a court of competent jurisdiction; (ii) the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration; (iii) the unenforceable or unlawful portion(s) shall be severed from this Arbitration Agreement; and (iv) severance of the unenforceable or unlawful portion(s) shall have no impact whatsoever on the enforceability, applicability, or validity of the Arbitration Agreement or the arbitrability of any remaining claims asserted by you or Service Provider.
- 12.5. **Severability.** Except as provided in par. 12.4 and 12.5, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, including without limitation for a

“private attorney general action,” such provision will be severed and the remainder of the Arbitration Agreement will be given full force and effect.

**12.6. Governing Law & Arbitration Rules** The Arbitration Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (“FAA”), will govern the interpretation and enforcement of this Section. If the FAA is found not to apply to any issue that arises under this section or the enforcement of the Arbitration Agreement, then that issue shall be resolved under the laws of the State of Delaware. The arbitration will be administered and conducted under the then current and applicable consumer arbitration rules of the American Arbitration Association (“AAA”) in accordance with the Federal Rules of Civil Procedure (“Federal Rules”) (<https://www.uscourts.gov/rules-policies/current-rules-practice-procedure/federal-rules-civil-procedure>) and the AAA’s Consumer Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the AAA (the “AAA Rules”) then in effect, except as modified here. The AAA rules are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. If the AAA cannot and will not administer the arbitration, the Parties shall confer and select an alternative arbitral forum.

**12.7. Informal Dispute Resolution** You and Service Provider agree to try and resolve any dispute informally before resorting to arbitration. You and Service Provider therefore agree that before either Party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer either via telephone or video call in a good faith effort to resolve informally any dispute covered by this Arbitration Agreement (“Informal Dispute Resolution Conference”). If you are represented by counsel, your counsel may participate in the conference but you will also participate in the conference. The Party initiating the dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference (“Notice”) which shall occur within 45 days after the other party receives such Notice, unless an extension is mutually agreed upon by the Parties. Notice to Service Provider that you intend to initiate an Informal Dispute Resolution Conference should be sent via email to [legal@displate.com](mailto:legal@displate.com) or regular mail to GWD Concept sp. z o.o., Aleje Jerozolimskie 123A, 02-017 Warsaw, Republic of Poland. Notice to you will be sent to the address or email address associated with your account. The Notice must include (1) your name, telephone number, mailing address, e-mail address associated with your account, (2) the name, telephone number, mailing address and email address of your counsel, if any; and (3) a description of your Dispute. The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law

firm, or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the Parties engage in the Informal Dispute resolution Conference required by this Section.

- 12.8. **Initiating Arbitration.** Prior to initiating an arbitration, a party must first send a further written notice to the other party. If you intend to seek arbitration you must first send notice by international mail to [legal@displate.com](mailto:legal@displate.com). The notice shall be individual and not for the claims of any other person, and must include your full name, your entire factual, legal claim, the requested relief and an express authorization to bring the arbitration demand. Service Provider shall send a Notice to the current billing address on your account by international mail. The Notice shall describe the nature and basis of the claim and the specific relief sought. If the parties cannot reach a settlement within 30 days from the receipt of the Notice, either party may initiate arbitration proceedings. A form to initiate arbitration proceedings is available on the AAA site at [www.adr.org](http://www.adr.org). In addition to filing this form with the AAA, the party initiating the arbitration must post a copy of the completed form to the opposing party. You may send such copy to Service Provider at [legal@displate.com](mailto:legal@displate.com) and Service Provider will send such copy to the current billing address or email address on your account or to your counsel, if you so instruct.
- 12.9. **Fee.** The Service Provider will pay all costs of arbitration, regardless of the prevailing party, so long as your claim is not found to be frivolous by the arbitrator.
- 12.10. **Location & Procedure.** If your claim is for \$10,000 (US Dollars) or less, you may choose to have arbitration conducted solely on the basis of documents submitted to the arbitrator, via a telephone hearing, by an in-person hearing in the county of your residence, or as otherwise mutually agreed to by the parties. If your claim exceeds \$10,000 (US Dollars), the location of the arbitration and the parties' right to a hearing will be determined in accordance with the rules of the AAA.
- 12.11. **Arbitrator's Decision.** The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. If you prevail in arbitration, you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. Service Provider shall have the right to seek attorneys' fees and costs in arbitration for claims deemed frivolous by the arbitrator. If Service Provider makes an offer of judgment not less than 10 days prior to the arbitration, if an arbitrator's

monetary award against Service Provider does not match or exceed Service Provider's offer, you agree to pay Service Provider's legal fees and expenses for the arbitration.

12.12. **Choice of Law & Forum Selection.** Except as set forth in this Section, all matters relating to all matters arising out of or related to these Terms & Conditions of Sale, will be governed by the applicable laws of the United States of America and the laws of the State of Delaware without regard to Delaware choice of law principles. Unless you and Service Provider agree otherwise, in the event that it is determined or these Terms & Conditions of Sale provide that a claim should not proceed through arbitration, you agree that any claim or dispute (with the exception of a claim or dispute appropriately lodged in any small claims court in the United States of America) shall be resolved in the United States District Court for the District of Delaware, and you submit to the personal jurisdiction of that court. If subject matter jurisdiction (including diversity jurisdiction) does not exist in the United States District Court for the District of Delaware for any such claim, then the exclusive forum and venue for any such action shall be the courts of the State of Delaware located in New Castle County, and you submit to the personal jurisdiction of that court. As to any proceeding in court, you and Service Provider both waive your right to a jury trial, as outlined in par. 12.3, unless such waiver is unenforceable. The choice-of-law and forum-selection provisions in this section do not apply to the Arbitration Agreement or to any arbitrable disputes as provided by the Arbitration Agreement section. Instead, as provided in the Arbitration Agreement section, the FAA shall apply to any such disputes.

12.13. **The choice-of-law and forum-selection provisions in this section do not apply to the Arbitration Agreement or to any arbitrable disputes as provided by the Arbitration Agreement section. Instead, as provided in the Arbitration Agreement section, the FAA shall apply to any such disputes.**

12.14. **Batching:** If 25 or more customers initiate Notices of dispute (including Informal Dispute Resolution) with Service Provider raising similar claims within a 30 day period and counsel for the Service Provider customers bringing the claims are the same, or coordinated with these customers, the claims shall proceed in arbitration in a coordinated proceeding. Counsel for You and counsel for Service Provider shall each select 5 cases to proceed first in arbitration in a bellwether proceeding ("Bellwether Proceeding"). The remaining cases shall not be filed in arbitration until the first 10 have been resolved. If the parties are unable to resolve the remaining cases after the conclusion of the Bellwether Proceeding, each side may select another 5 cases to proceed to arbitration for a second Bellwether Proceeding. This process may continue until the parties are able to resolve all of the claims either through settlement or arbitration. A court will have authority to enforce this clause and if

necessary to enjoin the mass filing of arbitration demands against Service Provider. An arbitration award and any judgment confirming it apply only to that specific case; it cannot be used in any other case except to enforce the award itself. If for some reason the prohibition on class arbitrations as set out above cannot be enforced as to all or part of the dispute then the agreement to arbitrate will not apply to that dispute or part of the dispute. If for any reason a claim proceeds in court rather than through arbitration, such as pursuant to par. 12.3. You and Service Provider agree that there will not be a jury trial. You and Service Provider unconditionally waive any right to trial by jury in any action, proceeding or counter claim arising out of or relating to this Arbitration Agreement in any way. In the event of litigation, this Section may be filed to show a written consent to a trial by the court.

**12.15. 30-day right to opt out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to us at [legal@displate.com](mailto:legal@displate.com) within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address you used to set up your account (if you have one) and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration agreement has no effect on any other arbitration agreements that you currently have or may enter into in the future with us. If the dispute is not covered by any arbitration agreement between You and Us it shall proceed in the Courts indicated in par. 12.12.

**12.16. INDEMNIFICATION.** YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SERVICE PROVIDER, ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS, AND ASSIGNS, AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, JUDGMENTS, AWARDS, LOSSES, COSTS, EXPENSES, OR FEES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO (I) YOUR VIOLATION OF THESE TERMS AND CONDITIONS, (II) PURCHASE OF OUR PRODUCTS, (III) ANY USE OF THE OUR SITE'S CONTENT, SERVICES, AND PRODUCTS OTHER THAN AS EXPRESSLY AUTHORIZED IN THESE TERMS AND CONDITIONS, (IV) YOUR INFRINGEMENT OF ANY OF OUR INTELLECTUAL PROPERTY RIGHTS; (V) YOUR INFRINGEMENT OF ANY OTHER RIGHT OF ANY PERSON OR ENTITY, INCLUDING, BUT NOT LIMITED TO, DEFAMATION OF SUCH PERSON OR ENTITY, OR VIOLATIONS OF SUCH PERSON'S OR ENTITY'S INTELLECTUAL PROPERTY OR PRIVACY RIGHTS, (VI) YOUR BREACH OF ANY DUTY OF CONFIDENCE OR PRIVACY OWED TO SERVICE PROVIDER, OR (V) ANY FALSE STATEMENTS OR CLAIMS MADE BY YOU IN ANY FORM ABOUT SERVICE PROVIDER OR

ABOUT ITS PRODUCTS OR SERVICES. NOTE THAT THE ARBITRATION PROVISIONS OF SECTION XII DO NOT APPLY TO ANY INDEMNIFICATION CLAIMS OR ACTIONS BROUGHT AGAINST YOU BY US PURSUANT TO THIS CLAUSE.

- 12.17. **CALIFORNIA PURCHASES.** The following is a notice to residents of California regarding Proposition 65: California's Proposition 65 entitles California consumers to special warnings for products that contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm if those products expose consumers to such chemicals above certain threshold levels. **WARNING:** Some Products on our Online Store from time to time may contain chemicals that are known to the State of California to cause cancer and birth defects or other reproductive harm and may be included on the Prop 65 chemical list. If you need additional information to make your purchase of Products, please email us at: [support@displate.com](mailto:support@displate.com) and we will respond as soon as possible to provide you with the information we possess about the materials within our Products. For more information on Proposition 65, please visit <https://oehha.ca.gov/proposition-65>.
- 12.18. Orders shipped to the United States may be subject to applicable customs duties, tariffs, and/or government charges. The User will be informed about it during the purchase process. At checkout such amounts shall be presented separately from the price – they shall appear as a separate item line and shall be estimated by the Service Provider based on the best available data estimates at the time of purchase. The Service Provider shall take care of the customs clearance process on behalf of the User and will pass any customs duties, tariffs and/or government charges paid by the User to the respective governmental agencies. Those charges shall not be refunded by the Service Provider to the User (i.e in cases described in 3.23).

## **XII. Final provisions.**

- 13.1. Any disputes between the Service Provider and the Artist/User/Influencer shall be resolved by the court having jurisdiction over the Service Provider's registered office, except in cases where the disputing party is a consumer, and applicable law provides for a different means of legal protection.
- 13.2. Deeming any of the provisions of these Terms of Use invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions hereof.
- 13.3. Any matters not provided for herein shall be governed by the laws in force in the territory of the Republic of Poland. If the User is a consumer they are also entitled to further protection granted by the applicable laws, including, but not limited to, the laws of their country of residence.

- 13.4. The Service Provider may amend the Terms of Use for important reasons, which are:
- a) changes in generally applicable laws directly affecting the provisions of these Terms of Use;
  - b) the issuance of a judgment or decision directly affecting the provisions of these Terms of Use by a court or public administration authority;
  - c) introduction of new functionalities of the Website;
  - d) prevention of violations of the law or violations of these Terms of Use;
  - e) removal of ambiguities or doubts of interpretation;
  - f) transformation of the Service Provider (change of legal form), change in the name (business name) of the Service Provider, change in registration data, identification numbers, address data, URL, e-mail address or telephone number, indicated in the Terms of Use.
- 13.5. In case of the amendment of Terms of Use, the Service Provider shall notify the Artist/User/Influencer of the change in the body of the message that will be sent to the Account or e-mail of the Artist/User/Influencer. In the absence of termination of the Agreement by the Artist/User/Influencer in the manner provided for in these Terms of Use within 14 days of receipt of the change notification, such a change shall be deemed accepted.
- 13.6. The current wording of the Terms of Use for United States Users is available **here**, for other Users **here** and the Polish language version **here**, in a way that enables their storage (recording) and multiple display in the ordinary course of operations.
- 13.7. The parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.
- 13.8. These Terms of Use come into force on the 30 of June 2026.