

## 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 Subscriber 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). 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** – payment due to the Service Provider from the Subscriber for the provision of the Subscription Plan service.
8. **Subscription Plan (Displate Membership Club)** - a service provided by the Service Provider to the Subscriber, as part of which the Subscriber obtains an access to numerous benefits within the Website on terms described in the Terms of Use and agreed in the Subscription Agreement.
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. **Subscriber** - a User who executed the Subscription Agreement with the Service Provider and subscribed to the Subscription Plan.
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. **Subscription Agreement** - an agreement concluded between the Service Provider and the Subscriber, based on which the Service Provider provides to the Subscriber the Subscription Plan service and allows the Subscriber to acquire the Voucher.
19. **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.
20. **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 Subscribers to create personalized Products.
21. **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.
22. **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).
23. **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).
24. **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).
25. **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) 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.
26. **Product Model** - a digital presentation of a Product in the form of data published and made available by the Artist/Influencer on the Account.

27. **Initial Order** - an order for a Product or Products made within the Website during which a Subscription Agreement is concluded; within the Initial Order, the Subscriber may only order Products in size M, L or XL.
28. **Buy Your Own Artworks** – the functionality of the Website available under the Account's administration panel, which allows the Artist to purchase a Product based on the Product Model published and made available on the Account by the given Artist, except for the Limited Edition series Product and Textra.
29. **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.
30. **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.
31. **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.
32. **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.
33. **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.
34. **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.

## **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 described in section 4.9 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:
- 1) 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;
  - 2) The fee will be available for payment to the Artist 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 has accumulated a minimum fee of USD 50 (fifty). No interest will accrue for the period the Artist waits to reach this threshold;
  - 5) The transfer of funds will take place within 45 (forty-five) days from the date the Artist submits a valid payment request;
  - 6) 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, with the reservation that the fee is in no case charged to the Artist from the price of the Product purchased by the Artist using the Buy Your Own Artwork functionality. 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 a net sale price of a Product in USD. 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.
- 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 a net sale price of a Product in USD. 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 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). 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.
- 3.22. 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 made Products, therefore such Products are not eligible for return.
- 3.23. 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.
- 3.24. A form of the statement of withdrawal from the Product sale agreement is available on the Website ([click here](#) to download the document).
- 3.25. 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.
- 3.26. 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.
- 3.27. 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.
- 3.28. 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.
- 3.29. According to the EU Resolution No. 524/2013 on online dispute resolution for consumer disputes, Users shall have the possibility to resolve disputes with traders regarding online sales or service contracts, out-of-court via an online platform. Complaint can be submitted in the electronic form available under the following link: <http://ec.europa.eu/consumers/odr/>. Our e-mail address for this procedure is: [support@displate.com](mailto:support@displate.com).
- 3.30. The User being a Polish 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.
- 3.31. The mediation referred to in par. 3.30. a) above may be availed of after the consumer has applied to the competent provincial inspector of the trade inspection authority.
- 3.32. The permanent consumer arbitration courts referred to in par. 3.30. 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.
- 3.33. The Polish 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.
- 3.34. 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.

- 3.35. Sale of the Products via the Partner is conducted on the terms set out in the relevant regulations available on the Partner's website.
- 3.36. The User can express an opinion and review the Product. The Service Provider may cooperate with external companies to enable reviewing the Product by the User. The Service Provider may decide to publish positive reviews only or to show positive reviews first. Reviews rated for 4 or 5 stars (out of 5 possible) are considered as positive reviews.

#### **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 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 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).

- 4.4. 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.
- 4.5. 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.
- 4.6. 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.
- 4.7. 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.
- 4.8. 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.
- 4.9. 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: 4.6., 4.7., 4.8., 4.9., 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).
- 5.6. The Service Provider is entitled to cancel an order and/or refuse to execute an order for custom made Products and 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 of the Terms of Use. The User waives all and any claims against the Service Provider in this respect. The User 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 displat.com domain;
- b) make direct references from other sources of advertisement (Facebook advertisements, Text ads) to displat.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 [support@displate.com](mailto:support@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).

### **VIII. Subscription Plan (Displate Membership Club).**

#### **[General provisions]**

- 8.1. The Service Provider offers to selected Users conclusion of the Subscription Agreement and provision of the Subscription Plan service on the terms described in the Terms of Use and agreed in the Subscription Agreement.
- 8.2. The offer to conclude the Subscription Agreement is addressed to Users who are natural persons not conducting business activity and are residents in one of the selected countries.
- 8.3. Conclusion of the Subscription Agreement allows the Subscriber to enjoy the following benefits under the Subscription Plan:
- a) free shipping of Products irrespective of the value of the order (for the avoidance of doubt, free shipping of Products does not include costs related to customs duties and/or taxes referred to in sec. 3.26. above);
  - b) discounts on Products, with the exception of Products from the Limited Edition series, Textra and Stand;
  - c) the possibility of purchasing custom made Products available only to the Subscribers;
  - d) special packaging of Products ("*Storage sleeve*");
- 8.4. With respect to the custom made Products described in sec. 8.3 letter c) above, the right to withdraw from the sale agreement under sec. 3.21 above does not apply, therefore such Products are not eligible for return. Custom made Products should meet the technical parameters as below:

- a) The best quality image;
- b) JPG size up to 30MB. Minimum 300 DPI;
- c) The shortest side at least 2900 px;
- d) 1.4:1 ratio for best product fit (np. 4060 px x 2900 px);
- e) No borders;
- f) Text/content shall be from the edge at least 200 px.

#### **[Conclusion of the Subscription Agreement]**

- 8.5. The Subscription Agreement is concluded upon submitting the Initial Order, selecting the Subscription Plan and making payments for the Product or Products ordered in the Initial Order and for the Subscription Fee for the first settlement period in the manner specified in sec. 8.20 below. As the provision of the Subscription Agreement by the Service Provider to the Subscriber requires an Account, in the event that the Initial Order is placed by:
  - a) a User that has an Account but is not logged in, the User will be redirected to the login page and the Initial Order may be completed once the User has successfully logged into the Account;
  - b) a User without an Account, an Account will be created for the User in accordance with these Terms and Conditions.
- 8.6. Each Subscription Agreement, upon its conclusion, receives a subscription order number, which is replaced by a new one every 12 (twelve) months of its duration.
- 8.7. Upon conclusion of the Subscription Agreement, the Subscriber who concluded such an agreement, is covered by the Subscription Plan on terms described in the Terms of Use and agreed in the concluded Subscription Agreement.
- 8.8. The User may conclude only 1 (one) Subscription Agreement and may subscribe to only 1 (one) Subscription Plan.

#### **[Term of the Subscription Agreement]**

- 8.9. The Subscription Agreement enters into force on the day of its conclusion and is valid for an indefinite period.
- 8.10. The Subscriber may terminate the Subscription Agreement and thereby terminate his participation in the Subscription Plan any time by submitting an appropriate instruction within the Account's administration panel.
- 8.11. The Subscription Agreement is automatically terminated due to termination of the Agreement pursuant to Chapter V of the Terms of Use. The Service Provider is entitled to cancel Displate Club fees that have been already paid and not to refund them. The User waives all and any claims against the Service Provider in this respect.
- 8.12. Termination of the Subscription Agreement as described in sec. 8.10. and 8.11. above is effective at the end of the settlement period in which the Subscription Agreement is terminated.
- 8.13. The Subscriber is not entitled to refund of the Subscription Fees paid for settlement periods completed during the term of the Subscription Agreement.
- 8.14. The Subscriber may withdraw from the Subscription Agreement via the Website, without giving any reason by submitting an appropriate statement within 14 (fourteen) days from its conclusion. In case of withdrawal from the Subscription Agreement by the Subscriber, the Subscription Agreement is deemed to be not concluded. The Service Provider undertakes to immediately, however not later than within 14 (fourteen) days from the date of receipt of the Subscriber's statement of withdrawal from the Subscription Agreement, return to the Subscriber

the Subscription Fee. A form of the statement of withdrawal from the Subscription Agreement is available on the Website ([click here](#) to download the document).

#### **[Subscription Fee]**

- 8.15. The terms and conditions of the Subscription Plan to which the Subscriber subscribed, including in particular the amount of the Subscription Fees, depend on the configuration of the Initial Order (i.e. quantity, size, type of finish and framing of the ordered Products) during which given Subscription Agreement was concluded.
- 8.16. If case of ordering two or more Products in the Initial Order, the Subscription Fee will be calculated as the sum of the Subscription Fee for each Product. With the proviso that the value of Products such as the mounting system and the Displate Stand are not calculated in the Subscription Fee.
- 8.17. The User will be informed about the amount and the method of calculation of the Subscription Fee during the conclusion of the Subscription Agreement.

#### **[Settlement periods]**

- 8.18. Subscription Fees are settled on a monthly basis, with the exception of each 11th (eleventh) settlement period which is 2 (two) months.
- 8.19. First settlement period begins on the day of conclusion of the Subscription Agreement and ends within the end of the same day in the next calendar month. Each subsequent settlement period begins on the day following the day on which the previous accounting period ended.
- 8.20. Subscription Fee for a given settlement period is paid by the Service Provider in advance after beginning of a given settlement period. The charge is made using the payment method selected by the Subscriber (e.g., PayPal, GPay, or credit card) from the available payment options. 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 Subscriber may change the method of payment for Subscription Fees on his Account during the term of the Subscription Agreement. If the Subscription Fee is not collected within 30 (thirty) days from the beginning of a given settlement period due to reasons attributable to the Subscriber, the Subscription Agreement will be automatically terminated, of which the Subscriber will be immediately informed.
- 8.21. Immediately after collecting the Subscription Fee for a given settlement period, the Service Provider will issue to the Subscriber a VAT invoice in electronic form. The Subscription Fee is the gross amount including VAT at the appropriate rate in accordance with applicable law.

#### **[Voucher]**

- 8.22. On the basis of the Subscription Agreement, after making Subscription Payments for 11 (eleven) consecutive settlement periods, in each 12th (twelfth) month of the Subscription Agreement, the Subscriber acquires the Voucher for a price equal to the amount of the Subscription Fee. The price for the Voucher will be paid in accordance with sec. 8.20 above.
- 8.23. The Voucher has electronic form and is marked with a special code. The Voucher will be delivered to the Subscriber within his Account / to the e-mail address provided during the Registration.

- 8.24. The Voucher entitles the Subscriber, during period of its validity, to a non-cash acquisition of the Products in the same configuration (in terms of quantity, size, type of finish and framing of Products), as the configuration of the Initial Order or in other selected configuration provided that the value of Products in a given configuration does not exceed the value of the Voucher. Moreover, the Voucher entitles the Subscriber to a non-cash acquisition of an assembly system and a Displate Stand which are excluded from the Subscription Fee.
- 8.25. The use of the Voucher requires the Subscriber to select the Products in a manner described in sec. 8.24 above and to provide the code of the Voucher in a dedicated process within the Account.
- 8.26. The subscriber is obliged to provide billing information (for the purpose of issuing VAT invoice) and shipping information (for the purpose of delivery of the Products), if such differs from the billing information. The country indicated in the billing information and the country indicated in the shipping information must be the same. The billing information and shipping information for the purpose of using the Voucher may differ from the billing information and shipping information for the purposes of the Initial Order.
- 8.27. After using the Voucher, the Subscriber will receive a VAT invoice in electronic form which will cover the use of the Voucher. The price for acquisition of the Voucher will include VAT at the appropriate rate in accordance with applicable law.
- 8.28. The Voucher is valid and can be used within 90 (ninety) days from the date of its issue. The unused Voucher will expire and will not be refunded or exchanged for a new Voucher. The Subscriber is not entitled to a refund of the value of the Voucher which was not used during its validity period or to a refund of the Subscription Fee.
- 8.29. After elapse of the validity period of the Voucher, the Service Provider may issue to the Subscriber a VAT invoice in accordance with applicable law.
- 8.30. The Voucher cannot be exchanged for cash in whole or in part and the Subscriber is not entitled to a refund of the value of the Voucher or of particular Products acquired as a result of using the Voucher or of the Subscription Fee.
- 8.31. The Service Provider shall bear not liability for Vouchers and Vouchers' codes that have been lost or not used by the Subscribers.
- 8.32. The Voucher may be used only by the Subscriber to whom it was granted. The Voucher may be used only once, therefore, the difference between the value of a given Voucher and the value of Products acquired for such Voucher cannot be used after using the Voucher, and the Subscriber has no claims to such difference (in particular for the return of its equivalent or allocation thereof to the future Vouchers).
- 8.33. The Subscriber is not entitled to return the Products acquired as a result of using the Voucher. In case the Products acquired as a result of using the Voucher are defective, the Service Provider will immediately exchange the defective Products for Products free of defects or remove the defects.

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

### **[General provisions]**

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.
- 9.4. The Gift Card can only be purchased in GBP, EUR and USD.
- 9.5. 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.
- 9.6. 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.
- 9.7. 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.
- 9.8. 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]**

- 9.9. 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.
- 9.10. 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.
- 9.11. 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.
- 9.12. The Gift Card can only be redeemed once.
- 9.13. The Gift Card may only be used to make payment in the currency in which it was paid for.
- 9.14. 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]**

- 9.15. 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.
- 9.16. 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 form of the statement of withdrawal from the Gift Card purchase agreement is available on the Website ([click here](#) to download 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.
- 9.17. 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.
- 9.18. 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**

- 10.1. 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.
- 10.2. 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 0044 2037736635.
- 10.3. 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.
- 10.4. 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 0044 2037736635. 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.
- 10.5. 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>.
  - 10.6. 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.
  - 10.7. 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.
  - 10.8. 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.
  - 10.9. 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.
- 10.10. 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 form of the statement of withdrawal from the sale agreement is available on the Website ([click here](#) to download the document).
- 10.11. 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.
- 10.12. 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.
- 10.13. When reviewing reports and appeals, the Service Provider takes into account all facts and circumstances available to it.
- 10.14. 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.
- 10.15. Users shall have the possibility to resolve disputes in out-of-court procedure via an EU online platform. Complaint can be submitted in the electronic form available under the following link: <http://ec.europa.eu/consumers/odr/>
- 10.16. 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 3.34, 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.-12.17, 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>.

## **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 17<sup>th</sup> of December 2024.