

TERMS OF USE

1. INTRODUCTORY PROVISIONS AND DEFINITIONS

- 1.1. We. Pronouns with capital letters "**We**", "**Us**" and "**Our**" refer to the company Frst Media s.r.o., limited liability company existing under the laws of Czech Republic, with its registered office at Českobratrské náměstí 285/5, Mladá Boleslav II, 293 01 Mladá Boleslav, Czech Republic, ID No.: 19558198, registered in the Commercial Register at the Municipal Court in Prague under No. C 388382.
- 1.2. Terms. Please carefully read these Terms of Use and the Privacy Policy available at <https://www.frsthand.com/privacy> (collectively, the "**Terms**"), as well as other potential documents referenced herein, such as web pages describing features, requirements or usage guidelines. By using the Platform or by clicking to accept or agree to the Terms when this option is made available you enter into a framework agreement with Us on use of Our Platform.

2. OUR PLATFORM

- 2.1. Platform. At www.frsthand.com, We operate a platform (the "**Platform**") on which photographers, reporters, bloggers and other users can offer services consisting mainly of providing licenses to and creating custom photographs, videos, articles, blog posts and other information and materials (users providing the services are further referred to as the "**Creators**") for the benefit of other users, mostly online or offline newspapers and magazines who may purchase the services (users purchasing the services are further referred to as the "**Customers**"). Beside the purchases between Creators and Customers, the Platform may be used as a place for non-commercial storing and sharing of content provided by Creators.
- 2.2. Contractual relations. When the Customer purchases a service, the Customer enters into a contract for that service directly with that Creator. We are not a party to the contract between the Creator and the Customer. We are not an employer or an employment agency. It is the sole responsibility of the Creator and Customer concerned to correctly identify the legal relationship that has arisen between them and to comply with any obligations that the law imposes on such relationship. We do not control or monitor the proper fulfilment of the legal obligations of the Creators and Customers.
- 2.3. Nature of Our Services. Our services consist of providing space for communication between Creators and Customers. And when the Customer orders Creator's services, we pass on the order details through the Platform to the Creator. Furthermore, with assistance of licensed payment services providers We arrange for payment processing between the parties. Therefore, We only provide and are responsible for the Platform, not for the actual services which may be obtained through the Platform.
- 2.4. Responsibility. Without prejudice to warranties and liability limitations listed below, the sole responsibility for services rests with the Creator offering them. This means that any deficiencies, warranty, or other claims that Customer may have in connection with Creator's services shall be brought solely against the individual Creator who provides them. It is the Customer's responsibility to verify that the services provided by Creator are of adequate quality and that the Creator is a suitable and trustworthy person to provide them. A user profile can help to increase trustworthiness but is not a source of guaranteed information about the Creator. We are not responsible for defects in the Creator's services, non-payment by the Customer, or the consequences of either party's wrongful conduct.

3. ACCESS TO THE PLATFORM

- 3.1. User Account. To use all features of the Platform you must register on the Platform and therefore create your respective user account and simultaneously:
- a) As the Creator, you must be of legal age (if applicable) required by the applicable laws and must be acting as an entrepreneur (the Platform is not intended for consumers) or a legal entity,
 - b) As the Customer, you must be a legal entity or an entrepreneur.
- 3.2. Information. You must provide all required information correctly and truthfully when creating the user account, as We will rely on the accuracy and truthfulness of such information. Please update the information without undue delay in case of its changes. Please also remember to keep the access details confidential and protect them from misuse by third parties. Should you suspect that your user account access details have been stolen or misused, please take immediate action to change them.
- 3.3. Reservation of rights. We provide you with a non-exclusive right to use the Platform, which is limited solely to your internal use in accordance with the Terms. We do not grant you any license or other intellectual property right in the software or other works that are available on the Platform. All rights belong and shall remain vested solely in Us and the respective rights holders. All rights to Creator's services remain vested solely in Creators and are licensed under their respective terms. Any use of third-party software (such as payment gateway) which might be available on the Platform is subject to the terms and conditions of such third parties. You do not acquire any rights or licenses other than those expressly set forth in this paragraph. Upon creation of any data related to use of the Platform, including statistical and performance information related to the operation of the Platform, you assign to Us all rights relating to such data.
- 3.4. Availability. The availability and proper functioning of the Platform depends on several factors, some of which are beyond Our control. Therefore, you agree that the Platform may be unavailable and access to use it may be impaired without this being considered a defective performance on Our part. We will not be liable for any outages of the Platform, its impaired availability, or loss or corruption of your data.
- 3.5. Changes. We reserve the right to make changes to the Platform that We deem necessary or useful to improve its quality, efficiency or performance or to comply with applicable law.
- 3.6. Non-accessibility. Beyond the circumstances described in the Terms, We may terminate or suspend access to the Platform to you without further liability if:
- a) We receive a judicial or governmental request or order that requires Us to do so, or We become aware that a governmental authority or other authority with legal authority has enacted a new, or modified an existing, law, rule, regulation, interpretation, or decision that would make Our performance of any part of the Contract unlawful or otherwise illegal,
 - b) you violate the Terms or the law, use the Platform for a purpose We do not authorize, or engage in fraudulent or illegal activities,
 - c) you do not pay the requested amount when due. We reserve the right to immediately and without notice suspend access to the Platform in the event that We receive a Chargeback notice. Contacting the bank or credit/debit card provider and refusing, cancelling, or disputing the charge of any amount due in connection with the use of the Platform ("Chargeback") will

be considered a breach of your payment obligations. We also reserve the right to dispute any Chargeback received. We may take reasonable steps to restrict your future access to the Platform if we believe that you have requested a Chargeback in bad faith.

4. USER CONTENT

- 4.1. User content. You may upload offers of your services such as photographs, videos, articles, blog posts and other information and materials to the Platform or upload such content even without a purpose of further commercial use. You are responsible for such content. By uploading it to the Platform, you represent that you have the authorization to do so (at least in the extent of a licence which you chose while uploading any content to the Platform), as well as the right to grant Customers and Us the licenses set forth in the following paragraphs. You further represent that the uploading, posting or subsequent use of such content will not violate any third-party rights or laws. You shall refrain from any use of third party user content or any portion thereof without having appropriate authorization to do so, especially by purchasing a respective license for the content from the Creator or by respecting scope of a non-commercial licence stated in description of the content.
- 4.2. Our role. We take a passive and neutral approach to content uploaded to the Platform by users. This means that we generally do not monitor the content or actively search for facts or circumstances that would indicate that it is illegal. On Our own initiative, We may conduct voluntary investigations or take other measures to detect, identify, remove, or disable access to illegal content. We may also take necessary measures to ensure compliance with legal requirements or orders from regulatory authorities. However, We are not responsible for the illegality, inaccuracy, or reliability of user content.
- 4.3. Content guidelines. An integral part of the Terms are the content guidelines available on the Website: https://www.frsthand.com/content_guidelines/ and by accepting the Terms you expressly agree to follow them.
- 4.4. Notices. We accept notices about the appearance of content on the Platform that users (or any other third party) considers to be illegal. Such notice may be sent to info@frsthand.com. The notice must include at least the following information:
- a) a sufficiently substantiated explanation of why the content in question is supposed to be illegal,
 - b) an unambiguous indication of the exact electronic location of the content, such as the exact URL, and, if necessary, additional information to identify illegal content depending on its type,
 - c) the name of the person making the notification and its email address, except if you are notifying content that you believe constitutes an offence referred to in Articles 3 to 7 of Directive 2011/93/EU,
 - d) a statement confirming that a person or an entity making the notification believes in good faith that the information and allegations contained in the notification are accurate and complete.
- 4.5. Mechanism of remedy. If the notice contains the electronic contact information of the person submitting it, We will send an acknowledgement of receipt of the notice without undue delay. We will also inform such person without undue delay of Our decision with respect to the information to which the notice relates and provide information on further legal remedies available to such person in relation to that decision. If We become aware of unlawful activity, illegal content or content that is inconsistent

with the Terms, We may take action to remove or disable access to it. Alternatively, We may impose restrictions on the Creator by assigning a lower search ranking to the content, suspending, terminating, or otherwise limiting monetary payments, suspending, or terminating service to such Creator, or suspending or terminating a Creator's account. In such a case, We will provide all affected users (If we have the respective electronic contact information) with a clear and specific justification for such restriction. However, if We assess the content to be compliant with the law and the Terms, We may also decide not to act against such content.

- 4.6. License for the Provider. User content may be protected by copyright or other intellectual property rights. These rights remain with users and We do not claim them in any way. By uploading such content to the Platform, you grant Us a royalty-free, non-exclusive, territorially, and quantitatively unrestricted license to display such content on the Platform for the same duration for which the content is uploaded on the Platform. We may also use the content for marketing purposes by sharing it on our social media, newsletters, and other materials.
- 4.7. Scope of license. Creators are providing their content to the Platform under one of the pre-defined licences, which they are obliged to choose from during the upload of any content. If the Creator chooses a licence which allows purchase of the respective content (mainly the "*FrstHand rights granted*" licence), the Creator can indicate on the Platform which rights are granted to the Customer upon receiving payment for such content. Unless the Creator indicates otherwise, the so called Standard user content licence (the "**Standard licence**") described at Our website at: [STANDARD USER CONTENT LICENSE] shall apply; narrower or broader licence than the Standard licence can be indicated of the Platform for the specific content by the Creator (either by choosing from predefined ones, if any are available at: [Frsthand.com] or by defining it for the specific content).

5. **TRANSPARENCY**

- 5.1. Synergy. As a marketplace Platform, we must comply with all relevant regulations and rules involving the transfer of data files to the relevant authorities. Therefore, you agree to provide Us with the necessary cooperation in conducting background checks and discovering information about you and about the services you provide. If you do not provide Us with the necessary cooperation, even though We have requested to provide such cooperation, We may close your user account on the Platform and prevent you from re-registering.
- 5.2. Compliant content. In addition to content guidelines in Section 4.3., You may upload and distribute on the Platform only such content which:

- a) is in compliance with the respective license chosen during its upload, and
- b) does not in any way breach any applicable laws.

6. **CONDITIONS OF USE**

- 6.1. Restrictions on use. You are prohibited from using the Platform in any manner or to any extent not expressly permitted by the Terms. In particular, you may not:
- a) place false orders (i.e. order in someone else's name or order which you do not intend to pay for),
 - b) be inactive – We may delete User Accounts after 1 year without a login without additional notice,

- c) perform an unreasonable amount of searches or any other activity that imposes an increased burden on the Platform or may damage, block or disrupt the Platform (e.g. by scripting),
- d) use services or software to research prices or other information, monitor, copy, scrape/crawl, download, reproduce or otherwise use any part of the Platform (including the databases contained therein) or information obtained therefrom for commercial purposes, for the purpose of inputting such data into any other database,
- e) circumvent or violate the Platform's security measures or use the Platform other than as an authorised user using your own valid access information,
- f) attack the Platform, including but not limited to inserting malware (computer viruses, Trojan horses, ransomware, etc.) or other malicious code (software or other technology that has the purpose or effect of allowing unauthorized access to or disrupting or otherwise damaging a computer, software, or network or preventing another user from accessing or using the Platform), altering, blocking, or circumventing any process built into the Platform,
- g) disclose any false information about the Platform, as well as true information that is misleading in light of the circumstances of the disclosure,
- h) cause any other inconvenience or damage to other users or treat them in an inappropriate manner,
- i) use the Platform for the purpose of competitive analysis of services, development, provision or use of a competing service or product or for any other purpose that is competitive with Us,
- j) otherwise use the Platform in a manner or for a purpose that violates intellectual property rights, other third-party rights or the law.

6.2. Responsibility. You are solely responsible for:

- a) the lawfulness of the processing of the data We receive from you via the Platform. In particular, you are responsible for ensuring that you are entitled to transmit your data to Us and that the use and processing of your data by Us does not infringe the rights of third parties, in particular intellectual property rights or privacy rights or obligations imposed by law or regulation. You are obliged to inform the persons whose personal and other data you transfer to Us of such transfer of data to Us as a processor, or to obtain consent to such transfer of personal data, if necessary,
- b) your access data, in particular for its use and protection against unauthorised use,
- c) your systems, in particular computers, software and network, whether operated by you or through third party services, and the fact that they comply with the requirements set out in the Platform documentation,
- d) all access to and use of the Platform through their systems or access information, including all results obtained from such access or use and all conclusions, decisions and actions based thereon.

7. PAYMENT BETWEEN CREATOR AND CUSTOMER

- 7.1. Free use of the Platform. The use of Platform as well as uploading of the content is free of charge, unless you exceed 50 GB of uploaded content. If you exceed this data amount, We may contact you and request payment for extra data usage. Without prejudice to other conditions of this section, We are entitled to a commission for brokering a conclusion of an agreement between the Creator and the Customer (or third party) calculated as a percentage of the agreement price (see section 7.2).
- 7.2. Commission. **As agreed by the Creator by accepting the Terms, We have brokered for the Creator the conclusion of an agreement with the Customer and therefore, We are entitled to a commission for brokering the deal. Such commission amounts to 15 % of the price of each agreement.** We may invoice the commission amount to the Creator. The invoice will be due 15 days from the date of its electronic delivery to Creator's email address. Creator is responsible for all charges relating to the transaction and shall adjust the transaction in a way so that We receive the exact amount that was invoiced. We may change the commission as a part of the change of the Terms. Confirmation of the payment will be sent to you.
- 7.3. Minimum amount for withdrawal. When We pay you for the content (for example as a prize for a contest) We will attribute the respective amount to your user account. You may request that We send you the money only if the credit balance reaches at least a value of USD 100. The only exception is in case your user account is being cancelled, in which case no minimum limit applies. Until then, the credit balance is visible in the user account. No interest rate applies to any such funds.
- 7.4. Withdrawal. Withdrawal of funds as per previous Section can be made (under conditions stated above) on written request submitted to [info@frsthand.com]. After Our confirmation of the request, you shall issue an invoice for an amount that corresponds to the amount of funds which is being withdrawn. In case the VAT or any other charge applies, the invoice shall be adjusted accordingly so that the total amount invoiced does not exceed the amount of funds to be withdrawn. The invoice shall meet the requirements of a tax document according to the relevant legislation on value added tax. The invoice will be due 30 days from the date of its electronic delivery to Our email address. If the invoice does not contain any of the required or agreed details or is otherwise incorrect, we may return it to you for correction before the due date. In this case, the invoice will be cancelled, will not become due and payable and the entire due date will start again from the date of delivery of a new, faultless invoice.
- 7.5. Similar use. If We pay for the content to the Creators (for example as prize for winners of our contests) the provision of this Article shall be used similarly.

8. DISCLAIMER OF WARRANTIES

- 8.1. You understand that We cannot and do not guarantee or warrant that files available for download from the internet or the Platform will be free of viruses or other malicious code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for data backup.
- 8.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RELATED TO A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO USE OF THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED

THROUGH THE PLATFORM OR DUE TO DOWNLOADING OF ANY MATERIAL POSTED BY USERS, OR ON ANY WEBSITE LINKED TO IT.

- 8.3. USE OF THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM IS AT OWN RISK OF CREATORS AND CUSTOMERS. THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER US NOR ANY PERSON ASSOCIATED WITH US MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PLATFORM. WITHOUT LIMITING THE FOREGOING, NEITHER US NOR ANYONE ASSOCIATED WITH US REPRESENTS OR WARRANTS THAT THE PLATFORM, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR PLATFORM OR THE SERVER THAT MAKES IT AVAILABLE ARE, OR THAT THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL OTHERWISE MEET NEEDS OR EXPECTATIONS OF CREATORS AND CUSTOMERS.
- 8.4. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE RISEN BY CREATORS AND CUSTOMERS OR ANY OTHER THIRD PARTY.
- 8.5. The foregoing does not affect any warranties that cannot be excluded or limited under applicable law.

9. LIMITATION ON LIABILITY

- 9.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE, OUR AFFILIATES, OR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND OF CREATORS AND CUSTOMERS, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH USE, OR INABILITY TO USE, OF THE PLATFORM, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE PLATFORM OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF US, OUR AFFILIATES, OR THE LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED 100 % OF THE COMMISSIONS OBTAINED BY US AS A RESULT OF THE RESPECTIVE DEAL (BROKERING CONCLUSION OF ONE AGREEMENT) OR USD 500,-, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE
- 9.2. The limitation of liability set out above does not apply to liability resulting from our gross negligence or wilful misconduct.

10. INDEMNIFICATION

10.1. You agree to defend, indemnify, and hold harmless Us, Our affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to violation of these Terms by Creators or Customers or their use of the Platform, including, but not limited to, services and goods provided on the Platform, infringement of third party intellectual property rights, any use of the Platform's content, services, goods, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Platform.

11. FINAL PROVISIONS

11.1. Jurisdiction. All matters relating to the Platform and the Terms, and any dispute or claim arising therefrom or related thereto, is governed by and construed in accordance with the internal laws of Czech Republic without giving effect to any choice or conflict of law provision. Any legal suit, action, or proceeding arising out of or related to the Platform and the Terms will be instituted exclusively in the courts of the Czech Republic locally competent according to Our registered office, and each of us irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

11.2. Change of Terms. We may change these Terms and other documents referred to herein over time. We will send notification of any change of Terms by email to contact addresses of Creators and Customers. If We don't receive rejection of the change in writing within 1 month of the date of sending, Creators and Customers accept the change. If the change is rejected within this period, the existing terms of use will remain in force and We may terminate the cooperation on notice ending on the last day of that period during which the last agreed terms of use will apply.

11.3. Partial invalidity. The invalidity, ineffectiveness, apparent invalidity or unenforceability of any part of the Terms shall not affect the remaining parts of the Terms. We mutually agree to replace any invalid, ineffective, void, voidable or unenforceable part of the Terms with a valid, effective, non-void and enforceable part of the Terms with the same commercial and legal effect within 14 days of receipt of a request from the other party.

11.4. Communication. We will communicate with each other mainly electronically via the emails. Emails of Creators and Customers are listed in respective User Accounts. Our contact information is listed at the Platform in a corresponding contact section. If any message or meeting requires a written form, an email with a simple electronic signature is sufficient.

11.5. Set off. Neither Us, nor Creator or Customer may unilaterally set off any of our claims arising under or in connection with the Contract and/or Terms against a claim of the other party without the prior written consent of the other party.

11.6. Force majeure. We consider any unforeseeable circumstances beyond our reasonable control, in particular natural disasters, embargoes, strikes (including planned strikes), war, epidemics and cyber-attacks (e.g. DDoS), to be a case of force majeure. If a default occurs due to force majeure, this does not constitute a material breach of contract.

11.7. Deferral of effect. Sections 4.4. and 4.5. of this Terms of Use will come to force as of February 17, 2024.

11.8. Entirety of the Contract. The Terms constitutes our entire agreement in relation to its subject matter and supersedes all previous agreements in relation to the subject matter of the Terms.

11.9. Effective date. These Terms are in force as of [January 15,2024].