



## **License agreement non-exclusive, standard, for publication (except for advertising)**

concluded between JacekDiverShop.pl Jacek Dybowski, REGON366828126, with registered office at 02-866 Warsaw, Jagielska 51M str.

hereinafter referred to as the **Licensor**

and those purchasing photos in the online store, on the page jackdivershop.pl, whose personal data are indicated in the order registered in the purchasing system and in the electronic payment system (or on a bank transfer), on the day of placing the order with the online store system

hereinafter called the **Licensee**

### **§ 1**

1. The object of this contract is the granting of a non-exclusive license for the use of photographs provided in the form of a computer file, of which: - title - format - resolution - miniature they are consistent with those indicated by the buyer and were registered in the order placed in the store's purchasing system.
2. The Licensor declares that:
  - a) is the author of the Work,
  - b) The Work is the result of his creativity,
  - c) is entitled to grant a license to the extent necessary to implement this contract.

### **§ 2**

1. The Licensee acquires the right to use the Work in the scope specified in this contract.
2. The Licensee is entitled to use the Work without territorial restrictions, and the license is granted for an indefinite period.
3. The Licensee is not entitled to grant a sub-license and further distribution or rental of the Work for any purpose.
4. The Licensor retains the right to release the Work on the same or different terms, to other persons or entities.
5. The Licensee is obliged to respect personal copyrights, in particular the inviolability of the content and form of the work and its reliable use.
6. The Licensor authorizes the Licensee not to include his name as the author of the Work.

### § 3

1. A license granted entitles the Licensee to use the Work only in the following areas:
  - a) placing the Work in the press (black and white or color) in a single number (with the exception of advertisements), also as an illustration of the press material, of a topic identical or similar to the subject of the Work,
  - b) use of the Work for the electronic edition of the newspaper (published in PDF format),
  - c) placing the Work on one website.
2. The licensee is not entitled to introduce any changes in the work, except for technical reasons related to the use of the Work in accordance with the license obtained. In particular, all kinds of treatments or modifications that may change the artistic shape of the Work or lead to a change in its character and message contained in it are prohibited.
3. The Licensee undertakes to use the Work in a way that does not violate the law and decency.

### § 4

1. The Licensee shall pay the Licensor a remuneration in the amount determined at the time of purchase in the online store system by choosing the format, resolution and type of license granted, which is registered in the order.
2. The payment obligation takes place when the order is placed.
3. Payment is made by transfer to the Licensor's account or in the electronic payment system directly on the store's website.

### § 5

1. In matters not covered by the license agreement, the provisions of the Civil Code and the Act of 4 February 1994 on Copyright and Related Rights (ie, 2006 Journal of Laws No. 90, item 631 with subsequent amendments) shall apply.
2. The competent court to settle disputes under this license is the court competent for the plaintiff.

### § 6

The Licensee accepts and signs the contract in the form of selection and acceptance of the type of license during the purchase in the online store system, which is registered in the order placed in the system.

**Licensor** JackDiverShop.pl Jacek Dybowski

**Licensee** in accordance with the order in the jackdivershop.pl online store system