

## DEFINITIONS

1. These Rules set forth terms and conditions of the Website, i.e. a self-service SaaS model-based tool called **aniMoose.studio**, including in particular obligations and rights of registered users of **aniMoose.studio**.
2. For the purpose of these Rules, the following terms shall have the following meaning:
  - a. Rules: these Rules.
  - b. Operator: 3w design team Bartosz Obermüller with its registered office in Toruń, 87-100, ul. Wrzosowa 2, VAT No. (NIP) 879-131-23-83.
  - c. User: a natural person carrying out business activity, a legal person, an unincorporated business unit having legal capacity by law that has been entitled to use and manage an Account on the Website, subject to the acceptance of these Rules.
  - d. Pricelist: a list of available packages of access to Website resources, including their detailed description and prices. The pricelist is available on the Operator's website. Prices given in the Pricelist are gross prices.
  - e. Account: a tool by the use of which the Operator enables the User to use the Website's resources.
  - f. Subscription Period: a paid period during which the User has an access to the Website's resources via the User's Account.
  - g. Package: a variant of access to the Website's resources to be selected during registration or in the Customer's panel on the Website out of all available variants.
  - h. Subscription Fee: a monthly fee for the use of the Package chosen by the User.
  - i. Registration: the User opening an Account on the Website and accepting these Rules.
  - j. Serwis – Website: aniMoose.studio operating in the Internet at <http://aniMoose.studio>, including the System available thereon and operated by the Operator under terms and conditions set out in these Rules.
  - k. System: a software used to create computer animations, as available at aniMoose.studio.

- l. Agreement: an electronic service provision agreement entered into by and between the User and Operator as a result of the registration of the User on the Website and the acceptance of these Rules by the User.
- m. Service: a service provided by the Operator as part of the Website under terms and conditions set out in these Rules.
- n. Work: computer animation(s) made by the User by the use of the System.

## GENERAL PROVISIONS

1. These Rules set forth rules for the use of the Website and Services offered by the Operator, as well as rights and obligations of the Operator and User.
2. The Operator provides the following Services by the use of the system and under terms and conditions set out herein:
  - a. Provides a tool to create computer animations by the use of an Internet browser in the HTML5 technology to the extent consistent with the selected Package;
  - b. Enables to record the Work in the Operator's server at a quantity consistent with the selected Package and to access those animations for the purpose of their further edition;
  - c. Enables to export the Work to mp4, gif or html formats and directly to social portals, depending on the selected Package;
  - d. Protects the User's account against unauthorised access;
  - e. Archives the User's Work.
3. The Operator offers the Services in accordance with the Pricelist published on <http://aniMoose.studio>.
4. To use the Services, the User must be registered, must familiarise himself/herself with and accept these Rules and place an order in the way set out herein.
5. The Operator has the right to outsource the administration of the Website's resources to a third party, provided that this accepted by the User.
6. Minimum technical requirements for the User's computer system to use the Website's resources are as follows:

- a. Internet access;
  - b. 2 GHz processor;
  - c. RAM 1 GB;
  - d. Windows Vista/7, Mac OS X, Ubuntu 11.04 or a newer operating system;
  - e. Minimum screen resolution: 1280×800,
  - f. Internet browser:
    - i. FireFox 40 or newer,
    - ii. Opera 11.10 or newer,
    - iii. Safari 5 or newer,
    - iv. Chrome 17 or newer,
    - v. Internet Explorer 9 or newer,
  - g. Enabled Java Script,
  - h. Enabled cookies.
7. The Operator reserves the right to modify technical system requirements and the Services, which is hereby accepted by the User.
8. The Operator will use all its efforts to ensure that data transmission via the Internet for the purpose of the Services is safe, i.e. that information sent is kept confidential, correct and complete.

#### REGISTRATION OF AN ACCOUNT ON THE WEBSITE

1. To access the Website's resources, the User must open an Account.
2. The Website's resources can be accessed upon Registration provided that the following data is given:
  - a. For free Package:
    - i. E-mail address
  - b. For paid Packages:
    - i. E-mail address

- ii. First name
  - iii. Surname
3. The Subscription Period commences when the User pays the Subscription Fee via an online payment system.

#### LIMITATION OF THE OPERATOR'S LIABILITY

1. The Operator is not liable for technical problems in or limitations to the User's hardware which make it impossible or difficult for the User to use the Website's resources.
2. The User is solely liable for the content and truth of data the User gives.
3. All contents attributable to the User and all notices submitted by third parties that identify themselves with the User's Account are attributable to that User.
4. The User is exclusively liable for the violation of third party rights and damages caused to third parties in connection with the User's conduct (action or omission) as a result of the use of data obtained by the Website.
5. In accordance with Art. 12 - 14 of the Electronic Service Provision Act of 18 July 2002 (Journal of Laws No. 2002.144.1204, as amended), the Operator is not liable for the above.
6. The Operator is not liable for non-performance or inadequate performance of services for reasons third parties are to be blamed for.
7. The Operator is not liable for consequences of Force Majeure.
8. The Operator is not liable for the violation of third party rights and damages caused to third parties as a result of or in connection with actions carried out by the User.

#### TERMS OF USE

1. In particular, the User must:

- a. use the Website without disturbing its operation;
    - b. use the Website in accordance with these Rules and commonly applicable legal regulations of the Republic of Poland;
    - c. not make any IT modifications in the System;
    - d. not publish offensive, racist, pornographic and similar contents;
  - e. use the Website without disturbing other Users and the Operator, respect their personal (including the right to privacy) and all other rights.
2. The Operator reserves the right to technically modify the Services in accordance with the scope and terms of the Operator's rights, as well as adequately to the Operator's technical capacities.
  3. The Operator can deprive the User of the right to use the Website or limit the User's access to a part or all resources of the Website or Services offered by the Operator with immediate effect if the User violates these Rules and in particular if the User:
    - a. violates personal rights, in particular personal rights of other Users, via the Website;
    - b. behaves otherwise, if the Operator finds the User's behaviour as reprehensible or non-compliant with applicable laws or general principles for the use of the Internet or contrary to the Website's goals or as infringing the Operator's reputation.
  4. The Account must not be used to the detriment of other Users of aniMoose.studio.
  5. The User must immediately notify the Operator of any violation of these Rules.
  6. All amendments to these Rules come into force as of their enforcement.
  7. The moment the User registers, logs in and uses the Website, these Rules, as then applicable, are deemed to be accepted by the User.
  8. Every time before using the Website, the User should familiarise himself/herself with these Rules.

## FEES

1. The use of the Website's resources is subject to payment, except for a free Package.
2. Detailed information about Fees are published by the Operator in the Pricelist.
3. The Operator reserves the right to change the Pricelist. The changes will be published on the Website in the "Pricelist" tab and will apply to the User starting from the following settlement period.
4. Subscription Fees must be paid in advance for individual consecutive Settlement Periods in the Subscription Period.
5. The Subscription Period starts on the day a payment order is placed via the electronic payment system.
6. The package of Services can be changed into a different package any time as of the following Settlement Period.
7. If the User fails to pay for the paid Package for the following Subscription Period, the User's Account will be blocked and the User will be able to log into the Account to use the free Package without access to the Work created on the Account under the paid Package. The User can recover the access to the Account under the paid Package and the Work collected on the Account only upon the payment of the fee due for the following Subscription Period.
8. If amounts due for paid Packages are not paid for consecutive 3 months, the Work on the Account will be deleted automatically and the Account will be requalified to the free Package.

## MAINTENANCE BREAKS

1. Temporary breaks in the operation of the Website and access to Services provided by the Operator are possible (maintenance breaks).
2. The Operator will use all efforts to ensure that those maintenance breaks take place in time where their inconvenience is as small as possible.
3. If a maintenance break lasts more than 24 hours:
  - a. the Operator must notify the User by e-mail;

- b. the User has the right to extend the Subscription Period during which the maintenance break takes place free of charge by the duration of the maintenance break to be rounded to a full day.

## PERSONAL DATA PROTECTION

1. By accepting these Rules, the User agrees that the User's personal data will be collected and processed by 3w design team Bartosz Obermuller, ul. Wrzosowa 2, 87-100 Toruń, VAT No. (NIP) 8791312383, in order to enable the User to use the Organiser's Services and to enable the Organiser to carry out other marketing actions in future.
2. Personal data is provided to the Organiser voluntarily and must be provided to use the Organiser's Services. Each Website User has an unlimited right to access and correct the User's data. When the Organiser's Services are no longer used, the User's personal data will be used for the Organiser's marketing purposes. The recipient of the User's personal data is the Organiser.
3. The controller of the User's personal data is the Operator, which processes personal data in accordance with the Personal Data Protection Act of 29 August 1997 (unified text in the Journal of Laws No. 2002.101.926, as amended) and the Electronic Service Provision Act of 18 July 2002 (Journal of Laws No. 2002.144.1204, as amended), as well as other commonly applicable legal regulations.
4. The Operator reserves the right to disclose selected information about the User to competent authorities or third parties that request that information on a relevant legal basis.
5. Each User has the right to access and correct or supplement the User's personal data. The User has also the right to request that the User's data is no longer processed and is deleted, which means, however, that the User is no longer able to use the Services and that the User's Account is deleted. For the purpose, the User must contact the Operator.
6. The User is solely liable for any and all personal data of other persons (including their full name or e-mail) that is published on the Website by the User. That data can be published provided that the publication and data do not violate applicable legal regulations and personal rights of those persons.
7. The Operator reserves the right to process the User's personal data for the purpose of establishing, changing or terminating a legal relationship between the User and Operator.
8. The Operator reserves the right to process and archive all contents and photos that are created and made available by the User.
9. The Operator represents that it uses cookies to collect information connected with the provision of Services. Cookies are information that the Operator's server records on the

User's computer disc. Thanks to cookies, the User will be "recognised" every time the User logs into the User's Account. Cookies do not disturb the operation of the User's computer and can be disabled. Cookies enable to:

- a. maintain the User's session (after logging in), thanks to which the User does not need to re-enter the User's login and password on each page of the Website;
- b. create viewing statistics for Website pages;
- c. provide marketing services.

10. The Operator represents that it will use all efforts to ensure relevant security to Users during the use of the Website. All events that can influence the security of information, including any suspected provision of files containing viruses or other similar files, must be reported to the Operator by e-mail to [support@animoose.studio](mailto:support@animoose.studio).

11. The Operator hereby informs the User and the User agrees that all notices, communications or other messages delivered by the Operator in connection with the provision of Services will be sent by e-mail to the User's e-mail address specified in the registration form.

## MISCELLANEOUS

1. Website Users can obtain a free access to these Rules anytime by the use of a link published on the home page and pages of the Website.
2. The Operator reserves the right to amend these Rules any time.
3. The Operator hereby explains that the Website and all the Operator's graphical elements on the Website and the Operator's logos are subject to the Operator's exclusive rights.
4. The Operator reserves the right to transfer a part of or all rights and obligations hereunder to a third party or enter into subcontractor agreements, which is hereby accepted by the User.
5. The Operator has the right to amend these Rules any time. The User is bound by the amended Rules as of their enforcement. If the User does not accept the amended Rules, the Agreement will be terminated as of the expiry of the Subscription Period.

