

# TERMS OF SERVICE

## “MOVIEYOURSELF”

### §1. Definitions

Terms used in these Regulations and in contracts regarding the provision of subscription services have the following meanings:

- a) **Business day** - days from Monday to Friday, no public holidays or public holidays. The working day follows between 9.00 and 16.00.
- b) **Hours** - working hours, counted on business days.
- c) **Link** - any part of the website with an encoded URL that, when clicked, allows the user to go directly to another page without having to enter the address of this page.
- d) **Film** - material including moving images recorded in video format, assembled from files provided by the Ordering Party in accordance with the Order placed by him.
- e) **Folder** - a separate part of the Server through which the Employer can share files with which the Service Provider is to prepare the Film and through which the Service Provider may
- f) **Order form** - a form available on the site that allows you to place orders for the Service.
- g) **Civil Code** - Civil Code Act of April 23, 1964 (Journal of Laws 1964 No. 16, item 93, as amended).
- h) **Materials** - files containing recordings created by the Employer, constituting the basis for the preparation of the Film.
- i) **Package** - a form of service performance including the activities and parameters specified by the Service Provider and the form of the film's development.
- j) **Pendrive** - a magnetic medium that allows to save data, enabling its reading through a USB link.
- k) **Background music** - a song chosen by the Ordering Party or other musical piece that functions as the musical background of the film.
- l) **Amendment** - the possibility of introducing a change to the Film by the Ordering Party in a way that changes its structure in relation to the original content of the Order. The amendment may be introduced by the Ordering Party depending on the Package chosen by the Contracting Party.
- m) **Regulations** - these Terms of Service Movieyourself Services.
- n) **Website** - a website managed and maintained by the Service Provider, available at [www.movieyourself.pl](http://www.movieyourself.pl), through which the Employer can place an order for the Service and share files from which the Film is to be created.
- o) **Server** - disk space that allows data to be made available to perform the Service.
- p) **Slow motion** - slow motion recording mode, i.e. more than 30 frames per second.
- q) **Agreement** - means a contract for making a film as part of providing the Movieyourself service by the Service Provider.
- r) **Service** - means activities undertaken by the Service Provider consisting in preparing the Film in accordance with the Order placed by the Ordering Party with the parameters specified in the Order.
- s) **Service Provider** - Katarzyna Kotarba running a business under the name Movieyourself Katarzyna Kotarba ul. Złoty Róg 29a, 30-095 Kraków, NIP: 734-306-01-81, REGON: 122021033, Consumer Rights Act, Act - Law of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827, as amended).
- t) **Youtube.com** - a service available at [www.youtube.com](http://www.youtube.com) that allows you to share movies with its users.
- u) **Employer** - means a natural or legal person with whom the Agreement is concluded.
- v) **Order** - a declaration by the Ordering Party about the will to conclude an Agreement for the provision of the Service with the Service Provider, defining the parameters of the Service by indicating one of the selected packages.

## **§2. General provisions**

1. These Terms of Service of Movieyourself Service sets out the general terms and conditions for the provision of services by Katarzyna Kotarba, running a business under the name Movieyourself, Katarzyna Kotarba, ul. Żłoty Róg 29a, 30-095 Kraków, NIP: 734-306-01-81, REGON: 122021033.
2. The Regulations constitute an integral part of the Contract for the creation of a Movie as part of the Movieyourself service concluded by the Service Provider.
3. The Ordering Party is obliged to read the content of these Regulations before proceeding to place an order for the Service. In addition, the Employer is obliged to agree to provide the Service on the principles set out in the Regulations by marking the appropriately visible element of the form on the Website "I declare that I have read the Terms of Service and accept its content". Lack of getting acquainted with the Regulations and the lack of its acceptance makes it impossible to use the Services.

## **§3. Rights and obligations of the parties**

1. The Service Provider will provide the services specified in these Regulations with due diligence and have the qualifications and resources necessary for the proper performance of the services covered by these Regulations.
2. The Contracting Party declares that it has the copyright to the selected background music that wants it to be included in the film.
3. The Contracting Party declares that the work made by Movieyourself.pl will be used only for private purposes.
4. For proper performance of the Service covered by the Regulations, including in particular the creation of the Film in accordance with the Ordering Party's Order, it is necessary to cooperate with the Ordering Party in the scope and in the manner specified in these Regulations.
5. It does not require the consent of the other Party to transfer the rights and obligations under the Agreement to the Affiliated Entity with the Contracting Party.
6. The Service Provider may entrust in part or in full the performance of the subject of the Agreement to any third parties without the consent of the Employer.
7. The Service Provider shall not be liable for any interruptions in the availability of the Website as a result of necessary technical and administrative measures, as well as for disruptions in the operation of the Internet, for the delivery of the Internet or in situations caused by force majeure.

## **§4. Types and scope of services**

1. Services covered by these Regulations are provided in the form of 3 Packages, containing the following elements:
  - a) HAPPY package
    - Price: 69 euros.
    - Selected song up to 3 minutes.
    - Up to 15 GB of uploaded content or up to 80 movie clips
    - HD 720p format
    - Delivery time 10 days
    - Choosing a movie between private / public
  - b) FUN package
    - Price: 99 euros.
    - Selected song up to 4 minutes.
    - Up to 50 GB of uploaded content or up to 120 film clips
    - HD 1080p format
    - Delivery time 8 days
    - 1 set of corrections
    - Thumbnail on the Youtube channel
    - Choosing a movie between private / public
  - c) COOL package
    - Price: 149 euros
    - Selected song up to 4 minutes.
    - Up to 100 GB of uploaded content or up to 240 film shots
    - HD 1080p / 4k format

- Delivery time 6 days
  - 2 sets of corrections
  - Thumbnail on the Youtube channel
  - Choosing a movie between private / public
  - Mini movie intro (if the material allows it)
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2. In the case of choosing the Express service, the Ordering Party is obliged to pay an additional payment of 20% of the value of the package price.

#### **§5. Terms of service**

- a) To use the Services covered by these Regulations, it is necessary to meet the following technical conditions by the Ordering Party:
- b) Having devices that allow you to use Internet resources,
- c) Having an email address (email)
- d) A web browser that gives the possibility of displaying websites, with the use of "cookies" and other similar technologies.
- e) To reproduce a Film prepared by the Service Provider, it is necessary for the Employer to have software that allows the playback of data in video format or access to a web browser that gives the ability to display the content of websites, including the films being played.
- f) Materials from which the Film is to be prepared must meet the following minimum technical requirements:
- g) 25 frames / second
- h) PAL mode
- i) HD quality 720p or 1080p
- j) Horizontal recording
- k) Shots lasting 20-30 seconds.

#### **§ 6. Placing orders and concluding a contract**

1. In order to place an order and conclude an Agreement with the Service Provider, the Ordering Party is obliged to use the Order Form available on the Website at [www.movieyourself.pl](http://www.movieyourself.pl).
2. Placing an order begins choosing one of 3 packages, described in detail in part IV of these Regulations. The selection of the package is done by activating the "I choose" button, located under the description of the given package. Choosing the right package will expand the Order Form.
3. To place an Order for the creation of a Film, the Ordering Party fills in the Order Form, which requires the following details of the Ordering Party:
  - a) First name and last name,
  - b) E-mail address,
  - c) Address for correspondence
  - d) Information whether the Employer is an entrepreneur or a consumer.
4. Subsequently, the Order Form requires the Employer to specify the following information:
  - a) The manner of submitting the Materials, whereby the Employer may choose the form of transferring Materials from among the following possibilities:
    - Uploading Materials to the Server indicated in the link sent to the Ordering Party by the Service Provider in an email to the email address indicated in the order form for the folder bearing the Order number created for the purpose of processing the Order;
    - Providing the Materials through the Website chosen by the Employer to share data on the Internet and send a link to the shared data to the email address [biuro@movieyourself.pl](mailto:biuro@movieyourself.pl).
  - b) Selection of background music, whereby the Employer may indicate the song of his choice or leave the selection of the song to the Service Provider's discretion.
  - c) Indication of the title of the film.
  - d) Indication of how the finished Film will be made available, whereby the Employer may choose to be made available from the following options:
    - Making the Movie available on Youtube.com

- Providing the Service Provider on the Server, and then sending the Link to the Ordering Party to download the Movie via email.
  - e) Ability to choose the Express delivery of the film within 48 hours from the date of transfer of the Materials to the Service Provider for an additional payment of 20% of the value of the order.
  - f) Introducing comments or wishes regarding the performance of the Service.
5. The Order Form performs an automatic summary of the Order.
  6. After activating the "pay" button, the Ordering Party is redirected to the payment handling service in order to pay for the selected package.
  7. After making the payment, the Ordering Party receives an automatically generated confirmation of the Order.
  8. The contract with the Service Provider is concluded when the Ordering Party confirms the order and pay the payment.
  9. For the effective conclusion of the contract, it is necessary for the Employer to submit a statement to read these Regulations by selecting a statement that reads: *"I declare that I have read the Terms of Service and accept its content"* and submit a statement of consent to the processing of personal data.

### **§7. Service delivery**

1. The service referred to in these Regulations is performed by the Service Provider with the utmost diligence in the package selected by the Customer.
2. The implementation of the Service requires cooperation of the Employer, consisting in the transfer of the Materials in one of the ways indicated in § 7 para. 4 lit. and within 14 days from the date of submitting the Order for the Film. The term referred to in the previous sentence applies both to the sending of the Materials stored on the data carrier, as well as to providing them to the Service Provider by providing the form selected on the indicated server by the Ordering Party.
3. The film is assembled from materials provided by the Awarding Entity to the background music chosen by the Employer or, in the absence of selection by the Employer, chosen by the Service Provider at its sole discretion.
4. After making the selection of background music, the Employer can not change the music selected by him. The contracting authority may choose any piece of music, provided it has copyright.
5. After paying the Order, the Ordering Party can not make changes to it.
6. Implementation of the Service takes place remotely, without the need for the Employer to be present at the Service Provider's premises.
7. The film is implemented in accordance with the package chosen by the Contracting Party, including in particular technical parameters, and comments submitted in the Order Form.
8. The finished Film is released in one of the ways chosen by the Ordering Party, as indicated below:
  - a) Providing the Film on the Service Provider's Server in the folder created for the purpose of Order completion and sending the Ordering Party a link in the email to the email address indicated in the Order Form.
  - b) Providing the Movie via Youtube and sending the ordering party a link in an email to the email address indicated in the Order Form.

### **§8. Time limits for the provision of services**

1. The Service Provider installs the Film from the Materials provided by the Ordering Party in the manner described in § 7 para. 4 lit. and above within 7 days from the date of their delivery by the Employer.
2. The Service Provider reserves the right to extend the deadline for the provision of the Service in the event of events beyond its control, in particular in the event of the Ordering Party delaying in sending the Service Provider, as well as in the event of a delay in the delivery of Materials caused by the operation of the postal operator.
3. If the Ordering Party chooses the express delivery option, the Film shall be prepared by the Service Provider within 48 hours from the moment the Materials are delivered by the Ordering Party.
4. In the case of choosing the FUN and COOL package, the Service Provider allows the Ordering Party to make corrections to the selected package. The Employer has the option of making corrections within 48 hours of providing the Film to him by the Service Provider.

### **§9. Payments**

1. Payments for Services covered by these Regulations are made via Przelewy24.pl.
2. The payment service allows you to make a payment in the form of a bank transfer or by credit card.
3. The ordering party agrees to receive invoices electronically. The invoice is generated electronically after placing the Order and sent to the email address of the Ordering Party.
4. The payment card operator is PayPro SA Agent Settlement, ul. Kanclerska 15, 60-327 Poznań, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań New Town and Wilda in Poznań, 8th Commercial Division of the National Court Register under the number KRS 0000347935, NIP 7792369887, Regon 301345068.

### **§10. Copyright**

1. Sending the Materials is synonymous with the Employer's statement that he has full copyrights to the Materials from which the Service Provider is to create a Film or has the author's consent for use in order to prepare the Film by the Service Provider.
2. Upon release of the Film to the Ordering Party in one of the forms indicated in § 8 para. 9 above, the Service Provider transfers to the Ordering Party, to the extent that it has them, proprietary copyrights to the Film in the following fields of exploitation:
  - a) in the scope of preservation and reproduction for private purposes of the Employer - production by any technique of copies of the work, including magnetic recording technique and digital technique,
  - b) in the scope of dissemination in a way other than the rotation of the original or copies of the work - public display, reproduction and broadcasting and rebroadcast for non-commercial purposes, and public sharing of the work in such a way that everyone can have access to it in a place and time chosen by them, entering works for computer networks, in particular to the Internet, in order to provide access to works on such networks, in a way that allows anyone access to them at any place and time, use of works for any advertisement and other form of presentation,
  - c) introduction of the song to the computer's memory, server,
  - d) introduction of the work to IT networks, in particular to the Internet, in order to make the work available in such networks, in a manner that allows anyone access to them at any place and time;
  - e) permanent or temporary multiplication by any technique,
  - f) dissemination through public performance, reproduction, display, exhibition,
  - g) displaying on the Internet,
  - h) making a digital record,
  - i) publication in the mass media of works, copies or copies thereof;
3. As part of the remuneration for the package chosen by the Contracting Party, specified in detail in § 4 para. 1 above, the Service Provider allows the Ordering Party to exercise dependent rights and undertakes to transfer to the Ordering Party the right to authorize the exercise of dependent rights to all works created as a result of the performance of the contract, in all fields of exploitation specified in paragraph 3 above.
4. The remuneration for the package chosen by the Employer is comprehensive and includes remuneration for the transfer of author's economic rights to the Film and the right to use under license from the work constituting background music for the Film in relation to all Exploitation Fields, remuneration for the exercise of personal rights and dependent rights, including only the right to exercise dependent copyright, and the remuneration for abstaining from exercising personal rights.
5. The transfer of rights referred to in § 11 herein shall take place at the moment of the release of the Film in the form chosen by the Ordering Party.
6. The Employer agrees to designate the Film with the Service Provider's logo in the form of an intro at the beginning and end of the film.

### **§11. Guarantee of quality**

1. The Service Provider grants the Employer a 12-month warranty on the terms set out below.
2. The Service Provider undertakes to perform all actions under the guarantee in a way that prevents loss of data of the Employer, to which he will have access in connection with the performance of the contract.
3. The situations covered by this guarantee are in particular those that are:

- a) Faulty display of the Film, in particular its jamming or impossibility to display, with the proviso that the Service Provider is not responsible for defective display of the Film caused by low technical parameters of the equipment on which the Film is played.
  - b) No background music or its faulty playback.
  - c) Problems with opening the file in which the movie was saved.
  - d) Problems with access to the storage media on which the movie was saved.
4. Defects can be reported by sending an email to [biuro@movieyourself.pl](mailto:biuro@movieyourself.pl).
  5. The Service Provider undertakes to remedy the reported defects within 72 hours from the moment of its reporting.
  6. For defects caused by reasons independent of the Service Provider, in particular caused by faulty operation of equipment or software belonging to the Ordering Party or in the case of changes made by the Employer, the Service Provider is not responsible.
  7. Parties in accordance with art. 558 § 1 of the Civil Code, exclude the application of art. 556 et seq. Civil Code in the case when the Purchaser does not have the status of a consumer within the meaning of the Civil Code.

### **§12. The right to withdraw from the contract**

1. In the case of the Employer who is a consumer within the meaning of art. 221 of the Civil Code, the Employer is entitled to submit a statement on withdrawal from the contract under the conditions provided for in the Act of 30 May 2014 on consumer rights (Dz.U.2014.827 of 24 June 2014).
2. The contracting authority may submit a declaration of withdrawal from the contract within 14 days of its conclusion, by submitting a declaration of withdrawal from the agreement to the email address [biuro@movieyourself.pl](mailto:biuro@movieyourself.pl) with the following content:  
 "Date: .....  
 I hereby submit a statement on withdrawal from the contract concluded as a result of the Order No. ....  
 Package ..... on .....  
 Consumer's name and surname: .....  
 Consumer's address: .....  
 Signature (if the form is submitted in paper version) ..... "
3. **The Service Provider informs that the performance of the Service, including in particular its making by making the Film available on the Vimeo website or on the Service Provider's server, excludes the right of the Customer to withdraw from the contract, described in paragraph 1 and 2 above (in accordance with Article 38 point 13 of the Act of 30 May 2014 on consumer rights (Dz.U.2014.827 of 24 June 2014)).**
4. The period for submitting a declaration of withdrawal from the contract by the Ordering Party begins on the day the Order is placed.
5. The right to withdraw from the contract expires in the case of the Service performed by the Service Provider before the deadline for submitting a statement of withdrawal from the contract with the express consent of the Employer.
6. In the case of a declaration of withdrawal from the contract, the Service Provider is obliged to return the payment made by the Ordering Party to the Ordering Party. In the event that the Service Provider has already started work on the placed Order, in accordance with art. 35 para. 1 and 2 of the Act of 30 May 2014 on consumer rights (Dz.U.2014.827 of 24 June 2014), he is entitled to charge the Ordering Party with the costs of work performed so far in proportion to the scope of works performed.
7. The Service Provider will refund to the Employer the remuneration paid by him for the Service will be made using the same method of payment used by the Employer in the original transaction, unless he expressly agrees to a different method of return. The ordering party does not bear any fees in connection with this return.
8. In the event of withdrawal from a distance contract, the contract is considered null and void.

### **§13. Personal data protection**

1. Processing of personal data of Employers is based on the provisions of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2013, item 1422 - consolidated text) and the Act of 29 August 1997 on protection of personal data (OJ of 2015, item 2135, as amended).
2. The Employer's personal data necessary to establish, shape the content, change or terminate the contract for the provision of Services concluded in accordance with § 7 above are processed by the Service Provider only for

the purpose indicated above and for the correct implementation of the Services provided, as well as for marketing and commercial purposes.

3. Providing personal data takes place in the order form referred to in §7 para. 1 above, and is necessary to provide the Service specified in these Regulations.
4. The service provider may process the following personal data:
  - a) First and last name of the User;
  - b) Electronic address (email) of the User;
  - c) User's telephone number;
  - d) User's mailing address.
5. The service provider, that is Katarzyna Kotarba running a business under the name Movieyourself Katarzyna Kotarba ul. Złoty Róg 29a / 3, 30-095 Kraków, NIP: 734 306 01 81 REGON: 122021033, is also the administrator of personal data provided by the Employers as part of using the Website.
6. The Employer's personal data may be used by the Service Provider for the purpose of sending commercial information coming from the Service Provider or creating marketing content individually addressed to the Ordering Party, which the Employer agrees with the acceptance of the content of these Regulations before using the Services.
7. The Employer's personal data may be transferred by the Service Provider to third parties in connection with the provision of Services described in these Regulations.
8. The Service Provider, at the same time acting as the personal data administrator, ensures that every Customer has the right to access their personal data and has the right to request supplementing, updating, rectifying personal data, temporary or permanent suspension of their processing or their removal if incomplete, out of date, untrue or collected in violation of the Act of 29 August 1997 on the Protection of Personal Data (Journal of Laws of 2015, item 2135, as amended) or are no longer necessary to achieve the purpose for which they were collected.

#### **§ 14. Responsibility**

1. Each of the parties to the legal relationship established under these Regulations is obliged to repair the damage suffered by the other party as a result of non-performance or improper performance of obligations under the Regulations, provided that the non-performance or improper performance of obligations under the Regulations is the result of circumstances for which The site is not responsible.
2. If the Service Provider receives an official notice of the unlawful nature of stored data provided to the Service Provider by the Ordering Party and prevents access to such data, the Service Provider shall not be liable to the Employer for damage resulting from the inability to access such data.
3. The Service Provider is not responsible for interruptions in access to the Service, resulting from the necessary technical and administrative activities, as well as for disruptions in the operation of the Internet, Internet supply and in cases caused by force majeure.
4. The Service Provider is not responsible for ceasing to provide services to Orderers who have violated these Regulations.
5. The Service Provider reserves the right to refuse to provide the Service in the event that the Employer provides Materials containing unlawful, offensive or violating public order.
6. The Service Provider shall not be liable for any damage caused to third parties as a result of the Ordering Party using the Service in a manner contrary to the Regulations and provisions of generally applicable law.

#### **§15. Complaints**

1. Complaints regarding the performance of the service The Contracting Party may submit in the form of an email to the address [biuro@movieyourself.pl](mailto:biuro@movieyourself.pl).
2. Complaints about the implementation of the film The contracting authority is obliged to report in the manner described in paragraph 1 above within 7 days from the date of delivery to the Ordering Party.
3. In the case of express delivery referred to in § 9 para. 3 above, complaints may be submitted within 3 days from the day of delivery to the Ordering Party.
4. The complaint should contain at least the following information:
  - a) First and last name of the Ordering Party,
  - b) Electronic address of the Ordering Party,

- c) Description of circumstances related to the subject of the complaint, including the title of the film and the date of placing the order.
- 5. Complaints that do not contain the data indicated in paragraph 3 above, will not be considered by the Service Provider.
- 6. The Service Provider will make every effort to ensure that complaints are processed within 14 days of their receipt from the Awarding Entity at the latest.
- 7. The Service Provider will inform the Employer about the method of considering the complaint within the time specified in paragraph 6 above, to the electronic address of the Ordering Party.

#### **§16. Final Provisions**

- 1. In matters not covered by these Regulations, the provisions of the Civil Code, the Act on the provision of electronic services, the Act on consumer rights and other relevant provisions of Polish law shall apply.
- 2. In the event that any provision of the Regulations is or becomes invalid, the Regulations shall remain in force in the remaining scope. It is assumed that in place of an invalid provision the authorized provision on the effects of the closest to the repealed shall be introduced.
- 3. In the event of any disputes related to the provision of Services described in these Regulations, the court competent for their recognition is the court competent for the Service Provider.
- 4. These regulations enter into force on 1 June 2016.