

Terms of service

These Terms of Service contain the legal notice and conditions that govern your use of and access to www.4screens.net and any related sites (“Website”) and our Services. Please review these Terms of Service carefully before using the Services.

The use of our website, products, applications, or services provided by NOPATTERN Sp. z o.o. under the 4SCREENS brand (“Website”) implies the express and full acceptance of the terms and conditions set out in this Legal Notice and Terms of Service. In case that the user of the Website does not agree with any part of these terms, the user must exit the Website and make no further use of it.

Ownership of the website.

The Website (4screens.net including all subpages under all subdomains and all products) is owned by NOPATTERN Sp. z o.o. Registered in Warsaw, ul. Postępu 17d 16, 02-696 Warszawa, KRS number 0000402365 with Polish tax identification number NIP 521-362-21-65 (hereinafter referred to as Administrator or 4SCREENS). E-mail address: info@4screens.net

The purpose of this website is to provide information about the activity of the Company and enable the use of the services offered by 4screens, consisting in the creation of different types of online documents.

Industrial and intellectual property

The intellectual property rights in the contents of this website, its graphic design and code are protected by law and therefore reproduction, distribution, public communication and transformation of the same are prohibited except for the uses authorized by 4SCREENS. Likewise, all business names, images and photographs, trademarks or distinctive signs of any type that appear in the website are the property of their legitimate owners and are

protected by law. Any improper use of the aforesaid by any person other than its legitimate owner may be pursued in accordance with the current legislation.

Any documents created through the 4SCREENS website by the users may be freely used except as provided in this Terms of service. 4SCREENS does not claim any right at all on the contents included in the engage forms created through this Website.

Registration

In order to be able to use the services provided by 4SCREENS through its website, it is necessary to:

- Register as user in the website; and
- Accept the Privacy Policy; and
- Accept this Terms of Service.

In order to be able to make use of the services, the user will have to choose a username and a password. It is each user's responsibility to protect the security of his or her login information and ensure the diligent custody and use of the same, being the user responsible for all activities and/or contents carried out or created using his or her login data.

Grant of license and restrictions

4SCREENS grants you a license to use the software accessible through the 4SCREENS Website (generally referred to as the 4SCREENS Website) subject in any case to these Terms of service.

It is expressly prohibited to transfer or assign any rights to access or use the 4SCREENS Website. All rights not expressly granted are reserved by 4SCREENS, who is the owner of all rights on the Website, including all related intellectual property rights.

Payment for Services

You agree to pay 4SCREENS any fees for Services you purchase or use, in accordance with the pricing and payment terms presented to you for that Service. Where applicable, you will

be charged using the payment method you select. Fees paid by you are non-refundable, except as provided in this Agreement or when required by law.

Plans

We will offer 2 types of paid plans: monthly and annual plans.

The Service is billed in advance on a recurring (auto-renewing) basis and is non-refundable. There are no refunds or credits for partial periods of service, downgrade refunds, or refunds for periods unused. If any part of a billing period is included in the Term, then payment is due for the full billing period. Payments are due for any billing period on the same date, or the closest date in that billing period, to the day you signed up for the Services and made your first payment. On the last day of your billing period, your payment method will automatically be charged for an additional billing period unless you downgrade your account to a Free Plan prior to that date by changing your plan in the account settings.

Payment Method

As long as you're a Member or have an outstanding balance with us, you'll provide us with valid credit card information and authorize us to charge the fees (every month, every year) against that credit card. You'll update expired or incorrect credit card information as needed. Anyone using a credit card represents and warrants that he or she is authorized to use that credit card, and that any and all fees may be billed to that credit card and won't be rejected. If, for some reason, we're unable to process your credit card to pay for Services, we'll try to contact you by email and suspend your account until your payment can be processed. If payment cannot be processed within 7 days of the first day of the new billing period, your account may be restricted until payment is received.

Fee Changes

We may change our fees at any time, provided that we will notify you in advance of any change affecting a plan you are already enrolled in and new rates will only apply to a new period.

Taxes

You are solely responsible for any and all taxes associated with the sale of the Services, including any related penalties or interest. Payments for Services are not reduced to account for such taxes.

Responsibilities

The user shall be responsible for all activities occurring under his or her username and is responsible for compliance with the local, national and/or international laws and regulations applicable to his or her use of the 4SCREENS Website, including those relating to the protection of intellectual property, protection of personal data, international communications and data transmission.

The user must notify 4SCREENS immediately of any unauthorized use of his/her password or account, as well as any other breach of security of which he or she might be aware of.

The user must abstain from:

- Modifying or creating derivative Works based on the 4SCREENS Website;
- Attempting to decompile, disassemble or reverse engineer any code contained in the 4SCREENS Website;
- Accessing the 4SCREENS Website in order to create a product or service of similar features or copying any features, functions or graphics from the 4SCREENS Website;
- Deleting, without 4SCREENS permission, copyright notices or any other property marks concerning the materials available or generated through the 4SCREENS Website;
- Transferring the materials to another person or “mirror” the materials on any other server.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by 4SCREENS at any time. Upon the termination of the license for the above-mentioned reasons, the user must destroy any downloaded materials in his or her possession whether in electronic or printed format.

It is strictly prohibited to:

- Collect, upload, publish, send or transmit any information, material or other content that is illegal, threatening, or libellous;
- Collect, upload, publish, send or transmit any information, material or other content that violates the rights of third parties, including intellectual property rights;
- Collect, upload, publish, send or transmit any material that contains viruses or any other kind of malicious code;
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Reverse engineer, decompile or disassemble any software contained in the 4SCREENS Website;
- Reproduce, duplicate, copy or exploit any element contained in the 4SCREENS Website, without the prior written permission of 4SCREENS;
- Obtain, collect, store or modify other users' personal data;
- Use the 4SCREENS Website for any illegal or unauthorized purpose.

Pornography, offensive and/or shocking material

We acknowledge pornography or other offensive or shocking material may have a legitimate place in certain 4SCREENS. However, such contents may only be included in a 4SCREENS under the following conditions:

- We strictly prohibit the incorporation of contents that constitute illicit activities or that promote activities of such nature.
- We strictly prohibit the incorporation of contents that may promote hate or violence towards persons or groups on the basis of race, ethnicity, religion, disability, gender or sexual orientation/gender identity.
- Pornographic material or sexual contents may only be included in a 4SCREENS provided the material does not involve minors and the material has been created with the free consent of all participants.
- We strictly prohibit and will report to law enforcement any display of sexual or pornographic content involving minors.
- We recommend including a warning screen or statement before displaying any sexual or pornographic content or any material which may be offensive or shocking, as well as advice on the prohibition of access to such material by minors.

4SCREENS responsibility

Both accessing this Website and using the information contained therein shall be the exclusive responsibility of the person doing so.

4SCREENS reserves the right to modify, suspend, cancel or restrict the Website content, services or information obtained therein, with no prior notice required. In no case will 4SCREENS accept responsibility for any damage, losses, claims or expenses of any type, whether from use of the Website or the information generated by or accessed through it and relating to:

- Possible malfunctioning of the 4SCREENS Website;
- Possible errors or security flaws that may occur;
- Any situation which may imply the unavailability of the 4SCREENS Website or the information contained in it, either owned by 4SCREENS or collected, uploaded or published by the user;
- Possible losses of information collected, uploaded or published by the user that may occur;
- Any other kind of circumstance that jeopardizes the functioning of the 4SCREENS Website.

Discontinue or modify the Services

4screens may discontinue the Services. 4screens may choose to modify or discontinue the Services, including any portions of the Services as we update our offerings and add more features. We may stop, suspend, or modify the Services at any time without prior notice to you.

Applicable law and jurisdiction

This Website has been created in accordance with the laws of Poland. Any dispute, which may arise from the use of the Website or concerning these Terms of Service, shall be governed by Polish law and the courts of the City of Warsaw shall have exclusive jurisdiction to settle any such disputes.

Modification of the legal notice and terms of service

This Legal Notice and Terms of Service may be modified at any time without notice, but the most current version will always be available to the users on this Website.