

## **CrowningArts Terms and Conditions**

Please read these Terms and Conditions (hereinafter referred to as “**Terms**”) carefully before registering with the CrowningArts community, as they affect your obligations and legal rights related to use of the services (hereinafter referred to as “**Services**”) provided through the CrowningArts Website and CrowningArts Apps for Android and iOS (hereinafter referred to as “**Platform**”). These Terms were last amended on 23 June 2022. With respect to changes in legislation, we might change these Terms from time to time. If you do not agree with these Terms, you are not allowed to use the Platform and Services.

### **1. General provisions**

#### **1.1. Service provider**

The Services are provided by Crowning Group a.s., joint-stock company, business identification no. 041 33 684, registered seat at Plaská 614/10, Malá Strana, Praha 5, the Czech Republic, postal code 150 00, registered in the Commercial Register maintained by the Municipal Court in Prague under Section B, Insert no. 20680 (hereinafter referred to as “**Company**”, “**We**” or “**Us**”)

#### **1.2. About CrowningArts**

CrowningArts is a brand new networking platform made by artists for artists. It has new unique features, which allow you to gain exposure for your work, sell your work, find jobs and discover new exciting opportunities.

We believe that there are many talented artists, who do not have the means to fully develop their artistic passion. That is the reason why we have created many charitable features in CrowningArts in order to help the artistic community. We have developed new unique features, which allow you to bring your work and passion to the next level.

Through the Platform, the artists also have the opportunity to obtain a preferential review of their works by cooperating celebrities (hereinafter referred to as “**Priority Judgement**”). Priority Judgement is provided by the Company for free to artists who contribute to public charity collection organized by the Company. The collection funds are continuously distributed to projects, charities and other non-profit organizations designated by the cooperating celebrities.

#### **1.3. Your commitments to CrowningArts community**

We aim to make CrowningArts broadly available to all like-minded humans. To make the community feel safe and sound, there are certain rules which need to be followed by anyone using the Platform and our Services. Although we fully support artistic freedom, we cannot allow to use our Services at the expenses of well-being of others and - especially - if we are bound to prevent unwanted behaviour by applicable laws.

All information provided by you in connection with use of the Platform are considered to be true and accurate by us and may be relied upon as such.

You also acknowledge that you are at least 16 years old. If you are below this age, you are not entitled to use the Platform.

## 2. Your CrowningArts account

You - as the user - are responsible for all use of your account and password. The Company reserves the right to remove, reclaim or change a username selected by you if it determines, in its sole discretion, that such username is inappropriate, obscene, offensive or otherwise objectionable. You are not allowed to share your password, give access to your user account to others, or transfer your account to anyone else without our permission.

You are allowed to create CrowningArts account using your already existing accounts on different platforms – using your e-mail, Facebook login or Apple ID.

By registration on the Platform, you represent and warrant that all profile information is true, accurate, current and complete, and that you:

- will maintain the accuracy of the aforementioned information;
- have the legal capacity and agree to comply with these Terms and are at least 16 years old;
- will not access the Platform through any automated means, such as a bot, script or otherwise;
- will not use the Platform for any illegal or unauthorized purpose;
- will not violate any applicable laws or regulations in connection with use of the Platform.

You are not allowed to access or use the Platform for any other purpose other than for which the Company made it available. The Platform may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by the Company.

### 2.1. **Content you are prohibited to share or upload in general**

Principles hereinafter do not only apply to the content you share or upload to the Platform, but also to all of your activities within the CrowningArts community. Generally, you are not entitled to publish content that infringes the intellectual property rights (hereinafter referred to as "IP rights") or otherwise violates applicable laws or good manners.

By accepting these Terms, you agree to avoid publishing:

- sexual content;
- violent or repulsive content;
- harassment;
- harmful or dangerous acts;
- misleading information;
- spam;
- unauthorized business;
- hateful or abusive content;
- support and promotion of movements aimed at suppression of human rights and freedoms;
- money laundering;
- terrorist activity.

We are well aware of the fact that in many cases - especially in verbal expressions in the online environment - it is often difficult to distinguish when a permissible boundary has been crossed. Those lines also differ from culture to culture. We reserve the right to remove language that incites or approves threatening or calling for violence.

Explicit sexual intercourse (meaning genitals entering or in contact with another living creature's genitals, anus, mouth or any other body parts, where at least one person's genitals are nude) published at the Platform is prohibited at all costs. The same applies for:

- publishing explicit sexual activity with different non-living objects
- animation of such activities aforementioned

Please, bear in mind that due to the diversity of people entering the Website from all over the world, some cultures might see naked human bodies as offensive. We reserve the right to remove such content if reported by other member of CrowningArts community, in order to help everyone from the community feel safe and comfortable while browsing the Platform.



Content that you share or upload may be protected by **intellectual property laws**. For that topic, see Article 2.2. and 2.3. of these Terms.

## 2.2. Copyright infringement

Copyright is a right that protects works of authorship for a fixed number of years. Original works coming from the author themselves are given copyright protection in order to prevent theft and unauthorized use. Copyright covers variety of works, including lyrics, sound recordings, movies, movie clips, TV shows, paintings, photographs, video games, books, plays, articles, software etc. Copyright does not generally protect ideas or facts, but their expression.

In general, if you take a photo of a building, you have copyright to that photo, but that does not mean you can prevent anyone else from taking a photo of the same building. If taking photos is your job and you are employed, your employer has likely copyright to that photo (when speaking of property rights as a part of copyright).

There is a number of exceptions when you can use someone else's original work. To find out which original works are approved to share or publish and to which extent, there might be attached special symbols sometimes. Exceptions and symbols usually express, to which extent you are allowed to use the original work, such as:

- copyright ©;
- creative commons : the author provides a licence agreement to an unspecified number of potential users, granting them some rights to the work and reserving others;
- public domain : property rights as a part of copyright are not protected - the protection has expired due to the passage of time or these works have been made available for free use by their author;
- fair use : provision of U.S. copyright law that permits certain use of protected work even without the author's consent, if they meet specific conditions.

As a copyright owner, you have right to prevent others from distributing or copying or even creating new works based on your work and, on the other hand, you have a right to grant permission to use your copyrighted work by granting a licence.

The most typical example of copyright infringement includes using someone else's song in your video. Even though you paid for a copy of that song on different platform (e.g. iTunes), you are mostly not granted a permission to publish that song or its part in your video without further permission. Adding a disclaimer to your uploaded post, e.g. "I do not own any rights to the song or its lyrics and do not intend to infringe anyone's copyright" will not prevent you from being held liable for copyright infringement by a copyright owner.

Aforementioned is the reason why you should always check to which extent you are allowed to use someone else's original work. If such work does not fall under one of the exceptions, you are obliged to get copyright owner's written permission to use such work - licence. Being granted a licence does not allow you to use the original artwork in violation with personality rights of copyright – even if the original creator died a long time ago.

For copyright violation and what it means for you and your CrowningArts account, see Article 2.4 of these Terms.

### **2.3. Trademark infringement**

Trademark is usually a symbol, word, or words legally registered or established by use as representing a company or product. Its purpose is to protect consumers from being confused about who provides or is affiliated with a particular product or service. Trademark laws vary from country to country. In some countries (mostly countries with common law rights), you might be granted some trademark laws even without registration.

There are usually many factors determining the likelihood of confusion. What almost all jurisdictions have in common is laws against counterfeiting – you are prohibited from promotion, sale or manufacturing goods copying the trademark of other company goods. As well as in the case of copyright infringement, you might be liable for trademark infringement even though you specifically add a disclaimer stating the goods are not original or are counterfeit. In certain cases, you might be allowed to use someone else's trademark for commentary, criticism, parody or reviews.

For trademark violation and what it means for your Account, see Article 2.4 of these Terms.

### **2.4. How to report breach of Terms or your rights and what it means for the User**

The Company has no obligation to precautionary control the content published on the Platform. Nevertheless, if we become aware of the specific case of CrowningArts community rules or applicable laws violation, we remove such content and notify the user why we did so. The user is obliged to refrain from further violation and, if required by the circumstances, to arrange a remedy within period specified in the notification sent to the User. Failure to comply with notification shall be considered as a serious violation of Terms.

Each user or another entity has the opportunity to report existence of such content to us (or Platform administrator respectively) via notification button connected to each post on the Platform. Content violating Terms or applicable laws shall be removed within 48 hours since notification.

The Company also reserves the right to delete any content published by the user, which violates Terms or applicable laws. The Company performs the evaluation of content characteristics and its possible harmfulness and removal at its sole discretion.

Serious or repeated violation of the Terms or other agreement concluded between you and the Company might result to temporary suspension or permanent block of your Account. The Company reserves the right to such evaluation and action. The company reserves the same right if the User violates applicable laws.

If the user's account is suspended or blocked for any of the reasons aforementioned, the user loses their right to be provided with Services by the Company, including Priority Judgement.

## 2.5. Account Termination

The user is entitled to terminate their Account via section “Settings” → “Delete Account”. The visibility of your account and content associated with that account, shall be terminated by the Company within 48 hours from the request.

## 2.6. Licence provisions

By accepting these Terms, you expressly grant us a non-exclusive, worldwide, transferable, assignable, royalty-free licence (hereinafter referred to as “*IP licence*”) to use, host, store, reproduce, modify, communicate, publish, publicly perform, publicly display and distribute content protected by intellectual property laws (hereinafter referred to as “*IP content*”) you post on the Platform.

This IP licence terminates when you remove your IP content from your account or delete your account, except to the extent that you have shared such content with others and if they have not removed such IP content as well.

IP licence connected to NFTs made by Us from IP content uploaded by You, on the other hand, continues even if you remove that IP content you uploaded.

## 2.7. NFT provisions

Only limited personal non-commercial use and resale rights in the NFT are granted and NFT owner has no right to license, commercially exploit, reproduce, distribute, prepare derivative works, publicly perform, or publicly display the NFT or the music or another artwork therein.

By purchasing NFT you become the owner of the metadata associated with NFT. You do not become an owner of the original artwork, no matter if the original work is digital or digitalized and based on the original work in physical form.

## 3. Property rights

The user has no property rights to the hardware or the software of the Company.

The Company keeps all rights to its intellectual property, including inventions, discoveries, processes, marks, information and data (except sold NFTs) or other technique, methods, copyrightable and protectable trademark and patents. This may also include rights executed upon an agreement with a third person.

## 4. Privacy policy

For detailed information about Privacy Policy, read the document [HERE](#).

## **5. Other provisions**

### **5.1. Indemnification**

To the extent permitted by applicable law, the user shall indemnify, defend, and hold the Company and its representatives harmless from and against all claims, damages, losses, suits, actions, demands, proceedings, expenses, and liabilities (including but not limited to reasonable attorney's fees) filed/incurred by any third party against the user arising out of a breach of any warranty, representation, or obligation hereunder. To the extent permitted by applicable law, the user waives their right to recover any damages against the Company and its representatives in connection with the provision of Services.

### **5.2. Warranties**

The Platform and the Services are provided "as is," with all faults. The Company expresses no representations nor warranties of any kind related to the information or materials contained within. The Company has no liability for any loss, damage or misappropriation of Services under any circumstances or for any consequences related to changes, restrictions, suspensions or termination of any agreement concluded between the Parties.

### **5.3. Donations**

The user can contribute to public charity collection organized by the Company. The user is not entitled to withdraw such contribution (donation) and demand a refund, except for the reasons explicitly defined by applicable laws.

### **5.4. Assignment**

The Company is allowed to assign, transfer, and subcontract its rights or obligations under these Terms without any notification. However, the user is not allowed to assign, transfer, or subcontract any of your rights or obligations under these Terms.

All of the Company's rights and obligations under these Terms are fully transferable in the event of a merger, acquisition or transfer of assets or in other cases where they are transferred by law or otherwise. For privacy policy of M&A and transfers of assets, click [HERE](#)

### **5.5. Language for communication between the Parties**

The only languages for a communication between the Company and the User shall be English or Czech.

### **5.6. Operation time**

The Platform is available 24 hours a day, excluding maintenance period, which might be conducted upon Company's sole discretion.

The Company is not liable for the failure of the Website or Apps caused by a force majeure that could not be affected or prevented.

### **5.7. Communication between the Parties**

Company and the user communicate in written form only. The Company may demand written paper form for any action of the user.

Communication with the user: The Company may send e-mails in accordance to actions specified in these Terms, to the e-mail address provided by the user and connected to their account. The user is responsible for their e-mail address updates in their Account.

The Company may also communicate with the user through its official communication channels on another social media platforms connected to the user's account, however the communication through these platforms does not affect the content of these Terms.

The Company is entitled to send you messages containing information about the Platform system updates and updates of these Terms or any other documents governing the rights and responsibilities of the user in connection with the Services provided by the Company.

Communication with the Company:

- Email: [assistance@crowningarts.com](mailto:assistance@crowningarts.com)
- LinkedIn: <https://www.linkedin.com/company/crowningarts/>
- Instagram: <https://www.instagram.com/crowningarts/>
- Facebook: <https://www.facebook.com/Crowningartsnetwork/>

## **6. Transitional and final provisions**

### **6.1. Governing law**

The relationship between the user and the Company shall be governed by the laws of the Czech Republic with no regard to conflict of law rules or principles that could cause the application of the laws of any other jurisdiction.

### **6.2. Dispute resolution**

Any disputes arising out of or relating to these Terms or any other agreement entered into between the Company and the user shall be tried and resolved by the courts of the Czech Republic.

### **6.3. Alternative dispute resolution**

If the user is a consumer according to Act No. 89/2012 Coll., the Civil Code, as amended, any disputes between the Company and the user may also be settled through an out-of-court procedure. In such case, the user contacts out-of-court dispute resolution entity (the Czech Trade Inspection Authority), or resolves the dispute online through the dedicated online dispute resolution (ODR) platform. However, the Company and the user have agreed upon resolving any disputes arising from the Agreement between them in an amicable way.

### **6.4. Language**

The Terms are drawn up in Czech and English language version. If any interpretation differences between the Czech and English language version occurs, the Czech version shall prevail.

### **6.5. Terms Amendments**

The Company amends these Terms, as aforementioned, from time to time. The user is always notified of such change in advance by e-mail connected to their account. If the user is dissatisfied with updated

version of these Terms, they are entitled to express their disagreement by terminating their account according to Article no. 2.5.

If the user refuses to accept the amendment to the Terms, they are obliged to refrain from further use of the Services provided by the Company. Furthermore, the Company reserves the right to remove or block the account of a user who refuses to accept the new updated version of the Terms.

If the user does not exercise the right to terminate the obligation with the Company by terminating their account within ten (10) days of being notified of the amendment to the Terms, their consent to the newly updated version of the Terms is presumed.

These Terms do not provide any rights for the benefit of a third party.

If any provisions of these Terms are held to be invalid, unenforceable or illegal, the remaining provisions of these Terms will remain in full force and effect.