

## Terms & Conditions for Creators

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Welcome to Gotiva. Thank you for using Gotiva's Services. Please read these Terms & Conditions carefully and make sure you understand it. If you do not understand these Terms & Conditions for Creators, or do not accept any part of it, then you may not use the Services.

### 1. DEFINITIONS

- 1.1. For the purpose of these Terms for Creators, capitalized terms shall have the following meaning:
  - 1.1.1. **Account** – an account available at the Platform through which the Creator may publish their Content;
  - 1.1.2. **Act on Copyright and Related Rights** – Act on Copyrights and Related Rights of 4 February 1994 with amendments;
  - 1.1.3. **Application** - Gotiva application under the trade name: *jigsaw puzzle universe*;
  - 1.1.4. **Creator** – any natural person having full legal capacity to commit to these Terms for Creators, who publish the Content on the Platform. The Creator is not a consumer within the meaning of the Polish law;
  - 1.1.5. **Creator Agreement** – an agreement concluded between Gotiva and the Creator which defines the terms and conditions of using the Account by the Creator. The Creator Agreement is governed by these Terms for Creators;
  - 1.1.6. **Content** – a content published by the Creator on the Platform, which is available for the Users via Application and which includes audio, video, image files and other materials;
  - 1.1.7. **Gotiva** – Gotiva spółka z ograniczoną odpowiedzialnością (limited liability company) having its registered office at Warsaw (Twarda 18 street, 00-105 Warsaw), entered in the Register of Entrepreneurs of the National Court Register (KRS) kept by the District Court for the Capital City of Warsaw, XII Commercial Department of the National Court Register under the KRS number 0000902138; NIP (Tax ID No.): 5213929739, REGON (Statistical ID No.): 38903377100000; share capital: 50 000 PLN, which is a service provider of the Services;
  - 1.1.8. **License Agreement** – an agreement concluded between Gotiva and the Creator which defines the terms and conditions of using the Content by Gotiva. The License Agreement is governed by the Terms for Creators;
  - 1.1.9. **Party** – Gotiva or Creator;
  - 1.1.10. **Platform** - Services available to Creators at <https://artist.jigsawpuzzleuniverse.io/>
  - 1.1.11. **Terms for Creators** – these Terms;
  - 1.1.12. **Services** – the services described in these Terms for Creators and provided by Gotiva;

1.1.13. **User** – user of the Application, any natural person having full legal capacity to commit to the terms for Users.

## **2. GENERAL PROVISIONS**

- 2.1. These Terms for Creators set forth:
  - 2.1.1. the rules of using the Account by the Creator;
  - 2.1.2. the rules of using the Content by Gotiva.
- 2.2. The Services are provided by electronic means, free of charge which consist in enabling the Creator to use the Account and manage the Content.
- 2.3. The Account is necessary to conclude the License Agreement.
- 2.4. Gotiva undertakes to provide the Services and use the Content to the extent and on the conditions set forth in these Terms for Creators.
- 2.5. The Services are available 24 hours a day. Due to substantial reasons, in particular technical or maintenance works, Gotiva may, from time to time, turn off the Services or some of its features or functions. Due to that, some of the features or functions may be temporarily unavailable. Gotiva will use its best efforts to inform about the possible non-operating periods.
- 2.6. Creator hereby authorizes Gotiva to periodically conduct tests that may affect use of the Services. To ensure the timeliness and validity of test results, the Creator authorizes Gotiva to conduct such tests without previous notice.
- 2.7. The Creator agrees to comply with these Terms for Creators while using the Account or publish the Content as well as with all applicable laws and regulations and not to infringe the rights of third-parties or public order.

## **3. ACCESS TO THE ACCOUNT**

- 3.1. In order to create the Account:
  - 3.1.1. the Creator has to have a full legal capacity;
  - 3.1.2. the following technical requirement has to be met by the Creator: acceptance and use of cookies required to use the website, web browser in an up-to-date version (i.a. Edge, Mozilla Firefox, Safari, Chrome etc.), software enabling html documents to be opened, connection to the Internet, device equipped with the operating system and an active email account;
  - 3.1.3. The Creator has to go through the registration process;
  - 3.1.4. the Creator has to provide true, accurate and current information that is required to create the Account;
  - 3.1.5. the Creator has to click an activation link sent by Gotiva to the Creator's email address and choose a password to the Creator account.
- 3.2. The Creator Agreement is concluded when the Creator obtains from Gotiva the confirmation email with the information that the registration process has been successfully completed. The Creator Agreement is concluded for indefinite time.

- 3.3. Following the successful conclusion of the Creator Agreement, the Creator gains the possibility to publish on its Account the Content upon entering the password and login.
- 3.4. One Creator may have only one Account.
- 3.5. The Creator is obligated to not provide to their Account any illegal content. In particular the User is not allowed to:
  - 3.5.1. access, reproduce, download, distribute, transmit, broadcast, display, sell, license, alter, modify or otherwise use any part of the Platform (i.e. source code) or any Content except as specifically permitted by the Service;
  - 3.5.2. circumvent, disable, fraudulently engage, or otherwise interfere with the Platform (or attempt to do any of these things), including security-related features;
  - 3.5.3. access the Platform using any automated means (such as robots, botnets or scrapers);
  - 3.5.4. collect or use any information about other Users;
  - 3.5.5. use the Platform to distribute unsolicited promotional or commercial content or other unwanted or mass solicitations (spam);
  - 3.5.6. cause or encourage any inaccurate measurements of genuine user engagement with the Service, including by paying people or providing them with incentives to increase views, likes, or dislikes, or to increase followers number or otherwise manipulate metrics;
  - 3.5.7. misuse any reporting, flagging, complaint, dispute, or appeals process, including by making groundless, vexatious, or frivolous submissions;
  - 3.5.8. run contests on or through the Platform.
- 3.6. The Creator shall update the data provided in the Account immediately after any changes to that data. Data updates are made via the Account or via email to Gotiva.
- 3.7. The Creator shall keep the password to their Account confidential and not to disclose it to others.
- 3.8. Gotiva may contact the Creator to verify the information provided by the Creator in the Account. From time-to-time Gotiva may ask for additional information from the Creator, including, but not limited to the Creator's name, address, and other identifying information.
- 3.9. Any Accounts not used for a period of more than 12 months from last login and on which any Content is published, may be removed without notice.
- 3.10. Gotiva reserves the right to refuse to create the Creator Account, suspend or delete the Creator Account, with immediate effect, in the event of any violation of these Terms for Creators or any other legal provisions. Gotiva shall inform the Creator about refusing to create the Creator Account, suspending or deleting the Creator Account by sending an e-mail, which will contain a description of the specific reasons for such action and contact details to Gotiva.

#### 4. THE LICENSE AGREEMENT

- 4.1. The License Agreement is concluded when the Creator publishes the Content via their Account. The Creator Agreement is concluded for indefinite time.
- 4.2. The Creator entitles Gotiva to use the Content for commercial purposes and grants to Gotiva the right to monetize the Content to the fullest extent possible by the law and in the manner chosen by Gotiva.
- 4.3. The Creator is fully liable for the Content. However, Gotiva will promptly react to any attempts of posting illegal Content, fraud, misleading or posting any other content that may harm third-party interests that it becomes aware of. In such cases Gotiva will take actions aimed at preventing the other Creators' and Users' interests and Gotiva's reputation to be damaged.
- 4.4. The Creator acknowledges that it is strictly prohibited to publish the Content:
  - 4.4.1. which violates the rights of third parties and applicable law (in particular those resulting from the Act on Copyright and Related Rights or industrial property rights, e.g. trade marks);
  - 4.4.2. which contains fraudulent, false, misleading, deceptive, defamatory, obscene, pornographic, vulgar or offensive content, as well as content that promotes discrimination, bigotry, racism, hatred, harassment or harm against individuals or groups, or that promotes illegal or harmful activities or substances;
  - 4.4.3. contain external links.
- 4.5. The Creator represents and warrants that has all copyrights and related rights to the Content and declares that the Content is in compliance with Gotiva's Content Guidelines (Appendix no. 1).
- 4.6. Gotiva has the right to refuse to publish or to remove Content from the Gotiva Platform or Application for any reason. In particular, if Gotiva reasonably believes that any of the Creator's Content:
  - 4.6.1. breaches these Terms for Creators;
  - 4.6.2. may cause harm to Gotiva, Gotiva's Users, other Creators, or third parties.
- 4.7. Under the License Agreement, the Creator grants to Gotiva a non-exclusive, indefinite, a territorially unlimited, sublicensable license to the Content, in the widest possible scope allowing to properly and effectively make the digital jigsaw puzzles and promote them, in particular in the followings fields of exploitation:
  - 4.7.1. reproduction of the Content and its elements to the extent that it is necessary for make the digital jigsaw puzzles and promote them;
  - 4.7.2. displaying of the Content and its elements via Platform, the Application, and other electronic means used by Gotiva (e.g. social media);
  - 4.7.3. dissemination of the Content and its elements via Application, Platform and other electronic means by Gotiva;
  - 4.7.4. creation and dissemination of the Content's derivative works and/or derivative works of each of its elements;

- 4.7.5. using, reproduction and dissemination of the information about the Content to the public, especially on the Platform, Application, Gotiva's social media, web pages, marketing purpose, and other means of mass communication.
- 4.8. The Creator warrants that he or she will refrain from exercising the author's moral rights to the Content. The Creator agrees that the Content will be published without labeling the Creator's name.
- 4.9. For granting Gotiva license, the Creator will receive a payment according to the clause 5 below.
- 4.10. In the event that a third party or another User or Creator reports any legitimate claims against Gotiva for infringement of that person's rights as a result of the Creator's actions, including intellectual property rights to the materials posted on the Platform, the Creator who is the subject of the notification undertakes to conduct the application at their own expense and risk any legal steps ensuring due protection of Gotiva against such claims. In particular, the Creator undertakes to replace Gotiva or, failing that, to join Gotiva in any proceedings against Gotiva, and undertakes to compensate Gotiva for all costs incurred by Gotiva, in particular the costs of legal assistance and costs which it will be obliged to pay to a third party or another User or Creator in connection with a legitimate claim or court action for infringement of the subject of intellectual property rights - on the basis of a court judgment or settlement of the parties to court proceedings concluded with the Creator's participation.
- 4.11. The software, graphic, interface, databases and contents of all types used by Gotiva on the Platform are protected by all applicable rights protecting intellectual property and database owners. Any disassembly, decompiling, decryption, extraction, reuse, copy and in general any reproduction, representation, distribution and use of any nature of these elements, in whole or part, without the prior authorization of Gotiva, are strictly prohibited and may be the subject of legal proceedings.
- 4.12. Unless expressly authorized in writing by Gotiva, the Creator may not enter into any type of arrangement with a third party where that third party receives payments made to the Creator under these Terms for Creators or other financial benefit in relation to publication Content in the similar application.
- 4.13. The Creator may report a copyright infringement by email [support@gotiva.global](mailto:support@gotiva.global)

## **5. CREATOR'S PAYMENT**

- 5.1. Gotiva will pay the Creator a payment related to displaying the advertisements in the Application in relation to the Creator's Content in the amount disclosed in the Platform. Gotiva does not guarantee any remuneration or payment to the Creator.
- 5.2. The Creator acknowledges and agrees that the Creator is only entitled to payment for the Content for which Gotiva has been paid for. If, for any reason, Gotiva does not receive payment from an advertiser or credits such payment back to an advertiser, the Creator is not entitled to be paid for any associated use of the Content. Additionally, if an advertiser whose ads are displayed in the Application or Platform defaults payment to Gotiva, Gotiva may withhold payment.

- 5.3. If during an accounting period, Creator has not reached the minimum payout rate per accounting period of: 100 USD or provided Gotiva a valid electronic payment account, Creator compensation will be rolled over into the next accounting period. If the Creator cancels the Account prior to reaching the minimum payout rate is not entitled to receive payment. The parties mutually confirm that the Creator is not entitled to receive payment accrued following the deletion of the Account or until such time as the minimum payout rate is reached.
- 5.4. The Creator's fee will be paid upon reaching the threshold specified in clause 5.3, at the request of the Creator addressed to Gotiva through the functionality of the Platform, but not more often than once a month (calendar).
- 5.5. Gotiva will inform the Creator on the value of payment - up-to-date information about the value of the payment will be available at any time on Creator Account..
- 5.6. Gotiva will pay the Creator the value of payment within 45 (forty-five) calendar days from the properly made and approved request on the Platform, provided that Gotiva has been provided with the payment information needed to process the transaction.
- 5.7. To ensure proper payment, the Creator is responsible for providing and maintaining accurate contact and payment information in the Creator's Account.
- 5.8. All payments the Creator receives from Gotiva in relation to the License Agreement will be treated as inclusive of tax (if applicable) and will not be adjusted. The Creator is responsible for all other taxes (if any) associated with the Creator's payment and all the fees or charges assessed by the Creator bank or payment provider.

## **6. LIABILITY**

- 6.1. The Platform is provided without any explicit or implicit guarantee. Gotiva does not in particular guarantee that the Platform will be a perfect match for the Creator's needs and expectations. Gotiva provides the Service "as it is".
- 6.2. Gotiva is obliged to redress the damage suffered by the User as a result of non-performance or improper performance of their obligations under these Terms for Creators, unless their non-performance or undue performance was caused by circumstances for which they are not responsible, in particular as a result of force majeure. To the extent permitted by law, all warranties, express, statutory or implied are excluded.
- 6.3. To the extent permitted by law Gotiva (i) shall not be liable for any loss of profits and (ii) aggregate liability under the Creator Agreement is limited to the net amount received by the Creator from Gotiva during the three month period immediately preceding the date of the claim or the damage.
- 6.4. The Creator guarantees to indemnify Gotiva against all complaints, claims, legal suits and/or actions of whatever nature that may arise following a failure, on the Creator's part, in any of the Creator's obligations arising under these Terms for Creators. The Creator agrees to pay Gotiva all fees, costs and/or penalties that may be ordered to pay as a result of such actions.

6.5. The Creator also takes exclusive liability for the disclosure of the password to third parties.

6.6. Gotiva under any circumstances be held liable for:

6.6.1. any damage caused to third parties as a result of the use of the Platform by the Creator in contrary to these Terms for Creators or the law;

6.6.2. damages resulting from lack of continuous provision of the Platform, which are the consequence of circumstances for which is not responsible (force majeure, acts and omissions of third parties, etc.);

6.6.3. provision of the Creator's false, outdated or incomplete data or information.

## **7. COMMUNICATION**

7.1. For the purpose of the proper implementation of the Agreement, Gotiva may provide the User with messages sent via all possible communication channels given by the User to Gotiva in particular via Application.

## **8. TERMINATION OF THE CREATOR AGREEMENT (DELETING THE ACCOUNT)**

8.1. The Creator and Gotiva are entitled to terminate the Creator Agreement at any time, with or without cause, on 60 days' prior documented (i.a. email) notice to the other Party.

8.2. In the event that the Creator or Gotiva will terminate the Creator Agreement, all License Agreement terminate us well within a 30 day's notice period.

8.3. The Creator and Gotiva are entitled to terminate each License Agreement at any time, with or without cause, on 30 days prior documented notice to the other Party.

8.4. Gotiva may terminate the Creator Agreement or License Agreement with immediate effect, when the Creator violates these Terms for Creators, especially from clause 4.4. and 4.5. above.

8.5. The Creator terminates the Creator Agreement or License Agreement by sending an e-mail to support@gotiva.global

8.6. Gotiva terminates the Creator Agreement or License Agreement by sending an email to the Creator's email given in the Account.

## **9. PROTECTION OF THE PERSONAL DATA**

9.1. The rules of processing the Creator personal data are specified in the <https://www.gotiva.global/privacy-policy>

## **10. COMPLAINTS**

10.1. The Creator has the right to lodge a complaint in connection with the course of access to the Account.

10.2. Complaints should be submitted to Gotiva on e-mail address support@gotiva.global

10.3. A complaint should contain:

10.3.1. the Creator's email address given to open the Account;

10.3.2. circumstances justifying the complaint;

10.3.3. the Creator's demand relating to the complaint.

10.4. If the data or information given in the complaint do not enable the complaint to be examined, Gotiva may ask the Creator to clarify any doubts or provide additional information by email.

## **11. MISCELLANEOUS**

11.1. The Creator may access these Terms for Creators at any time on the Platform.

11.2. Gotiva has the right to amend these Terms for Creators at any time.

11.3. Gotiva will notify any change to these Terms for Creators by sending an email to the Creator and indicating the effective date of the changes .

11.4. If the Creator does not request the deletion of their account within 14 days it is considered that they accept the changes to these Terms for Creators.

11.5. Any amendment to the Terms for Creators to the extent that it relates to the former Creator's actions and decisions made on the Platform before the amendment to these Terms for Creators does not affect the legal conditions (these Terms) applicable at the time of those actions and decisions.

11.6. These Terms for Creators are governed under Polish law. In matters not regulated hereunder, the provisions of the Civil Code, Consumer Rights Act, Act on copyright and related rights, and other generally applicable laws shall in particular apply. These Terms for Creators include the following Appendices, which are an integral part of the Terms for Creators.

11.7. Any disputes between Gotiva and the Creator shall be settled by way of mediation or out-of-court dispute settlement. If the parties are unable to reach an agreement, any disputes which may arise from the application of this Agreement shall be submitted by the Parties for resolution to a competent Polish court which will be the competent court for the seat of Gotiva.

11.8. In case of assignment of the rights to the Platform or Application by Gotiva to another entity, the Creator agrees to the subrogation of Gotiva's contractual rights and obligations by the successor.

11.9. These Terms for Creators come into effect on 2022-11-01



## **Appendix no. 1 - Gotiva's Content Guidelines**

Any Content that you intend to contribute to the Gotiva platform must comply with the following requirements/you must adhere to the following policies:

- You must own or control the copyright to all Content you submit to the Gotiva platform. This means that you cannot submit work obtained from other sources (e.g., online image search results or websites), or incorporate such work into your content submissions, unless you have permission to do so;
- your content cannot violate any law or regulation;
- you cannot submit any fraudulent, false, misleading, deceptive, defamatory, obscene, pornographic, vulgar or offensive content, as well as content that promotes discrimination, bigotry, racism, hatred, harassment or harm against individuals or groups, or that promotes illegal or harmful activities or substances.
- I accept Terms & Conditions for Creators.
- I will only use the Services exclusively for purposes relating to my trade, business, craft or profession.