

## GENERAL TERMS OF USE

These General Terms of Use prescribe the terms and conditions of use of the online platform available at <https://opus.audio> ("Platform"). The aim of the Platform is to deliver music rapidly and in a decentralized manner.

Before proceeding to use the Platform, the User ("User", "you", "your") must read these General Terms of Use and the Privacy Policy which supplements these General Terms of Use. Services and functionalities provided through the Platform are provided and performed by OPUS Stream Ltd. (hereinafter referred to as "OPUS", "we", "us", "our") with its registered office in 590 Kingston Road, SW20 8DN, London, UK which is the owner and administrator of the Platform.

We provide these General Terms of Use and other terms of service to all persons interested free of charge prior to conclusion of any agreement on the Platform, as well as—upon your request—in a manner which enables you to obtain, copy and record the content of the General Terms of Use by means of a teleinformatic system used by you. Detailed rules regarding the use of functionalities are available in dedicated Platform tabs. Some special functionalities provided by OPUS, in particular for the Users using the Platform on a commercial basis (selling their services through the Platform) are subject to terms and conditions which are additional and supplementary to these General Terms of Use. In the case of any divergence between these General Terms of Use and the terms and conditions applicable to such a special functionality, the terms and conditions applicable to it prevail. In particular, if you are an Artist or Manager, you are subject to the Terms of Use for Artists available here <https://opus.audio/TermsArtists.pdf>.

If you do not accept the provisions of these General Terms of Use, you may not use the Services.

Other terms used in these General Terms of Use have the following meanings:

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|----------------------|--|
| Account              | a service rendered by electronic means by OPUS; a modifiable part of the Platform individually assigned to the User;   |
| Agreement            | an agreement concluded by and between OPUS and the User, the subject matter of which is User's use of the Platform, the general provisions of which are prescribed in these General Terms of Use |
| Artist               | A User who provides own music or other kind of own works to the Platform   |
| Consumer             | a natural person using the Platform for purposes not directly related to his/her professional or business activity   |
| Content              | any kind of materials posted and distributed by the Users within the Platform, in particular in the form of music, podcasts and content  |
| Demo                 | a mode of access to the Platform for which the User is not obliged to pay the Fee  |
| Fee                  | a monthly or yearly subscription fee whose amount depends on the selected Subscription Term and the objective scope of Services and ability to conclude Use Agreements                           |
| General Terms of Use | these terms of use regulating the provision of Services through the Platform   |
| Manager              | A User who represents an Artist  |
| Privacy Policy       | a document which governs the security of protecting the privacy and processing of Users' personal data; The Privacy Policy available at  |

<https://opus.audio/PrivacyPolicy.pdf> constitutes supplement to the General Terms of Use

|                   |   |
|-------------------|---|
| Profile           | a part of the Platform dedicated to a given User containing data about you available to the public, subject to data marked by you as non-public   |
| Service/Services  | free-of-charge services rendered by electronic means by OPUS which consist in providing the Platform functionalities designed, in particular, for searching for, posting and sharing Content and works  |
| Subscription Term | a period of 1 month, 3 months, 6 months or 1 year of access to the Platform and ability to conclude Use Agreements for which Fees are paid; The Subscription Term expires upon the end of the day which corresponds with its name or date to the commencement day of the Subscription Term, and if there is no such day in the following month—on the last day of the relevant month; a single Subscription Term constitutes a minimum term of User's liability under the Agreement |
| Use Agreement     | an agreement between the Artist or Manager and the User for use of works of the given Artist concluded against charge through the Platform in compliance with the provisions of these General Terms of Use  |
| Wallet            | a cryptocurrency wallet operating Ethereum or other kind of cryptocurrency  |

## 1. INTRODUCTION

- 1.1. OPUS puts great emphasis on respecting Consumers' rights. None of the provisions of these Terms of Use, in particular none of the liability disclaimers limit the principle that the Users being Consumers are protected by such regulations applicable in their country of habitual residence which may not be excluded by means of an agreement.
- 1.2. SOME ASPECTS OF THESE GENERAL TERMS OF USE MAY BE NOT APPLICABLE IN SOME JURISDICTIONS IF IT IS PROHIBITED BY APPLICABLE LEGAL PROVISIONS.

## 2. PLATFORM

- 2.1. In order to enjoy all functionalities of the Platform, you must satisfy the following minimum technical requirements: (a) a device with the Internet access which enables the correct display of the Platform interface; (b) an active e-mail account; (c) an installed and updated Internet browser of the standard equivalent to the latest version of Chrome, Safari, Firefox (d) enabled cookie and JavaScript support. You must ensure that your transactions conform to the applicable rules of the software for the cryptocurrencies (especially with smart contract systems like Ethereum).
- 2.2. Upon commencing to use the Platform, you undertake to use the Services in accordance with their intended use, applicable legal provisions, social standards and rules of social conduct, and the provisions of these General Terms of Use. You are not allowed to provide content of unlawful nature. In particular, you undertake that by means of the Services and within the Platform, you will not: (a) undertake any actions which may hinder or impede the functioning of the Services, or use the Services in a manner onerous to other Users, (b) undertake actions to the disadvantage of other Users or third persons or OPUS; (c) infringe the provisions of the Agreement or applicable legal provisions; (d) use the Services otherwise than for their intended purpose; (e) disseminate unsolicited commercial or promotional information, junk mail, spam or any other kind of message which may contain message of advertising nature or otherwise not related to the idea of the Platform; (f) act in a manner which may be detrimental to the Platform.
- 2.3. The Platform may include advertisements of third parties for which OPUS obtains remuneration on commercial conditions.

- 2.4. You understand, accept and acknowledge that OPUS is obliged neither to improve or update the Platform nor to provide technical support or offer any specific content through the Platform.
- 2.5. Any trade marks, service marks, trading names, logos, domain names and other elements of the OPUS brand remain the exclusive property of OPUS or OPUS' licensors. Under Agreements you are not granted any rights to use any elements of the OPUS brand, neither for commercial nor for non-commercial purposes.

### 3. USERS

- 3.1. Our Services may not be used or accessed by persons below the age of 13, subject to clause 3.4.
- 3.2. If you have attained the age of majority, in order to be a User, you must also enjoy the full capacity to perform acts in law.
- 3.3. If you have attained the age of 13 but you have not attained the age of majority yet, you may use the Services in the scope in which you may assume rights and incur liabilities in accordance with the provisions of the law applicable to you. If under the provisions of the law applicable to you in order to use the Services you are required to obtain your legal custodian's consent, until the conclusion of the Agreement for the provision of Services, at the latest, your legal custodian has to give his/her consent to its conclusion and the use of the Services.
- 3.4. In the case of certain countries, for instance Bulgaria, Hungary, Germany, Spain, the minimum age for incurring liabilities is 14 years. Therefore, a possible use of our Platform depends on where are you from.

### 4. ACCOUNT

- 4.1. As part of the Services, the User may, among other things: listen to music or podcasts, create playlists, add own or someone else's Content to own library, remove Content from own library, search for Content on the Platform.
- 4.2. In order to enjoy the Services you must have an active Account.
- 4.3. Each User may have only one Account, which is non-transferable and non-assignable.
- 4.4. In order to create the Account, you must complete the registration procedure by providing necessary information pertaining to you by means of an interactive form available on the Platform. Upon confirmation of the registration by you by means of an activation link sent to the e-mail address indicated in the form, you and OPUS conclude the Agreement for unlimited period of time.
- 4.5. The Account will remain inactive, until you pay the Fee, unless you use the Demo.
- 4.6. The Account contains the data provided by you during registration. By sending a request to create the Account, you warrant and represent that the registration information provided by you is true, accurate and up-to-date, and it will remain so throughout the entire term of your using the Services by updating or editing the Account.
- 4.7. You may request the deletion of the Account at any time, without providing reason, by using the functionality "Remove the Account". Requesting removal of the Account is tantamount to termination of the Agreement
- 4.8. The Account will be removed upon the lapse of the Subscription Term paid up by you (termination period).
- 4.9. You are liable for what is happening within the frames of and also through your Account. Therefore, you may not share it with third persons, and you are responsible for keeping your login and password confidential.
- 4.10. Your culpable infringement of the General Terms of Use or failure to abide by them may cause one (or more of) the following responses of OPUS: (a) warning addressed at the User, (b) blocking access to the Account for a specified period of time, (d) removing the Account, (e) preventing the User from establishing the Account again.

- 4.11. OPUS will notify you on removal of the Account and termination of the Agreement via e-mail, in an e-mail sent to your e-mail address indicated at the registration, providing the reason for such termination of the Agreement.
- 4.12. As a result of termination of the agreement for operation of the Account or termination of the Agreement or otherwise its termination, any playlists or libraries provided by you on the Platform will be removed and you will irretrievably lose access to it.

## 5. FEES AND SUBSCRIPTION TERMS

- 5.1. In order to use the Platform fully, you select and then pay for one of available subscription schemes. Subscription fees are paid in advance once in a month, 3 months, 6 months or a year.
- 5.2. Before you finally select a subscription scheme of your choice, you will be provided, for acceptance, with a summary comprising the payment method, expiry date of the Subscription Term and the amount of Fee due. The foregoing constitutes an offer and upon accepting it, you will amend the Agreement.
- 5.3. You can pay for your subscription for access to the Platform directly from their browsers, securely using your Wallets to pay in one of two ways:
  - 5.3.1. by single payment for a given Subscription Term,
  - 5.3.2. by allowing the OPUS Master Contract to charge your Wallet with a fixed number of OPT tokens allowed by you, for automated recurring payments for subscription (recurring payment).
- 5.4. All blockchain transactions are confirmed and recorded in the Ethereum blockchain which is not owned, controlled, or operated by OPUS. The Ethereum blockchain is operated by a decentralized network of independent third parties. OPUS has no control over the Ethereum blockchain and therefore cannot and will not ensure that any transaction details you submit via the Services will be confirmed on the Ethereum blockchain. Furthermore, all transactions and data submitted to the Ethereum are publicly visible. Transactions and other blockchain information may be read from, or relayed to, third-party servers. We cannot guarantee the privacy of your Internet connection.
- 5.5. Once transaction details have been submitted to blockchain via the Services, OPUS cannot assist you to cancel or otherwise modify your transaction details. We have no control over the blockchain and do not have the ability to facilitate any cancellation or modification requests.
- 5.6. If you live outside the United States and pay the Fee for the full use of the Platform, you may change your mind for any reason or without a reason and receive full reimbursement of the Fee within fourteen (14) days from the date of conclusion of the Agreement against charge. Nevertheless, you will not be reimbursed if at any time within the above mentioned period during which you may withdraw from the Agreement you have used the Content provided against charge.
- 5.7. If you have chosen recurring payment, upon the lapse of the Subscription Term, the amended Agreement will be automatically extended for another term corresponding to the lapsed Subscription Term, unless it has been terminated before. The provision provided for in the preceding sentence is applicable in the case of lapse of subsequent, extended Agreement terms.
- 5.8. If you have not chosen recurring payment, upon the lapse of the Subscription Term, the amended Agreement will be automatically changed into the Demo version. Then, if you want to take advantage of the extended access to the Platform, you must complete the above described procedure again.
- 5.9. OPUS is entitled to change the amounts of Fees. If you fail to terminate the Agreement upon the expiration of the Subscription Term, the new rates of Fees will become binding upon you as of the beginning of the subsequent Subscription Term.
- 5.10. If OPUS fails to perform the Agreement for reasons attributable to it, or if the Fee is unduly charged, then you may be reimbursed for the Fee in part or in full, in the manner in which it was charged.
- 5.11. You shall ensure that Your use of the Wallet and blockchain transactions complies with local laws.

## 6. WALLET

- 6.1. OPUS provides Wallet functionalities within the Platform. The Wallet provides functionality that allows you to send cryptocurrencies transfer instructions. OPUS does not guarantee that transactions You perform using the Wallet shall be stored in any blockchain.
- 6.2. The User individually sets a password to the Wallet and a private key. The password and the private key are not transferred anywhere beyond User's device. You shall be responsible for implementing reasonable measures for securing the Wallet. OPUS has no access to your password or private key.

## 7. RECURRING PAYMENTS

- 7.1. UNDER THE RECURRING PAYMENT SCHEME THE FEES WILL BE CHARGED MONTHLY. WHEN PROVIDING YOUR DATA RELATED TO RECURRING PAYMENT, YOU GIVE YOUR CONSENT TO COLLECTION OF SUCH FEE WITH THE USE OF THE PAYMENT-RELATED DATA. IF YOU DO NOT WANT TO PAY SUCH FEE, YOU MUST RESIGN FROM USING THE GIVEN SERVICE AGAINST CHARGE ON THE ACCOUNT PAGE DEDICATED TO SUBSCRIPTION OR REMOVE YOUR ACCOUNT FROM THE PLATFORM BEFORE THE END OF THE SUBSCRIPTION TERM.
- 7.2. If you have chosen recurring payment and you fail to pay the Fee, upon the lapse of another payment date indicated in the Fee payment reminder sent to your e-mail address, OPUS may change the Agreement into the Demo version with the possibility to restore it to the full version of access to the Platform upon settlement of the amount due.

## 8. PROFILE

- 8.1. You may not create a Profile which: (a) would be completely independent on your identity, in particular, it is prohibited to create Profiles which are false, fictitious, or which unlawfully use third persons' name; (b) is used to send spam or unsolicited commercial information; (c) otherwise is non-conformant with the idea or objective of the Platform;
- 8.2. When creating the Profile and uploading a photo or picture which constitutes an image: (a) you permit your image presented in the Profile to be disseminated within the Platform functionalities, as well as declare that you are authorized to give such permission; or (b) you authorize dissemination of the images provided by you on the Platform for the purpose of providing the Services by OPUS and of using the Platform functionalities, as well as you declare that the persons whose image you present on the Platform have given you their consents;
- 8.3. We provide you with functions which enable you to decide whether you want selected information or Content to be private or available to the public. The Content or information made available to the public by you will be visible on your Profile.

## 9. AGREEMENTS BETWEEN YOU AND THE ARTIST OR MANAGER

- 9.1. You may conclude Use Agreements with Artists and Managers through the Platform and through our Services. The Use Agreements are against charge and you pay for them by paying the Fee.
- 9.2. OPUS, being not a party to the Use Agreement, is not to be held liable for Artist's or Manager's failure to perform obligations resulting from it. Nevertheless, if the Artist or Manager fails to perform his/her obligations, then the User should report such infringement to OPUS in line with point 12 of the General Terms of Use.
- 9.3. The Use Agreements may not pertain to materials or content other than the Content provided on the Platform.

## 10. YOUR RIGHTS

- 10.1. You may use the Platform and Content under a worldwide licence to use them for own, non-commercial use, for entertainment purposes ("Licence"). The Licence remains valid until termination of the Agreement.
- 10.2. You undertake and agree that:

- 10.2.1. you will use the Platform and Content for own, non-commercial use, for entertainment purposes,
  - 10.2.2. you will not copy, redistribute or transfer Content outside the Platform,
  - 10.2.3. you will not reproduce or rip data,
  - 10.2.4. you will not record, play or display in public, broadcast or make available to the public any part of the Platform or Content;
  - 10.2.5. you may not use the Platform to import or copy any local files;
  - 10.2.6. you may not reverse-engineer, decompile, disassemble, modify or create derivative works on the basis of the Platform, Content or any part thereof unless it is permitted by the provisions of applicable law;
  - 10.2.7. you will not circumvent any technology used by OPUS, its licensors, or any third parties to protect the Content or the Platform;
  - 10.2.8. you will not artificially increase play count or otherwise manipulate the Platform by using a script or other automated process;
  - 10.2.9. it is prohibited to remove or alter any information related to copyrights, trademarks or other intellectual property contained or presented on the Platform (including for the purpose of disguising or changing any information related to the owners or source of any Content);
  - 10.2.10. it is prohibited to browse the Platform by crawling or otherwise using any automated means (including bots, scrapers, and spiders) to collect information from OPUS;
  - 10.2.11. you may not sell the Account or playlist, or otherwise accept any compensation, financial or otherwise, for the purpose of influencing the name of the Account or playlist or the content included on the Account or playlist.
- 10.3. It is prohibited to use the Opus Platform or Content in a manner which is not expressly permitted under the Agreement or applicable provisions of law or which otherwise infringes the intellectual property rights (such as copyright) to the Platform or Content or any part of them.

## 11. CONTENT, COMMENTS AND RATINGS

- 11.1. Any data and information and content or photos which you provide to the Platform constitute the Content. When providing the Content to the Platform, you warrant and represent that: (a) you are the owner or legal holder of the Content at least to the extent required pursuant to your commitment to abide by the provisions of these General Terms of Use, (b) the Content does not infringe third persons' rights, (c) the use and management by OPUS of the Content within the frames of the Services does not infringe third persons' rights, (d) you release us from the liability on account of possible claims of persons holding the rights to the Content, in particular copyrights, who may seek their rights in connection with the publication of the Content on the Platform, and you undertake to satisfy them in full, and to bear all costs incurred on that account by OPUS.
- 11.2. You may not provide on the Platform any Content, in particular comments, which may: (a) infringe personal rights or interests of third parties, (b) promote infringement of rights or interest of third persons, in this suggest methods facilitating infringement of such rights or encouraging such behaviours, (c) propagate ideologies, methods and practices contrary to the idea of the Platform, (d) be not suitable for persons under the age of 18, (e) contain threats, incite aggression, or contain elements of unfounded violence, (f) constitute materials which may be used for unlawful, misleading, malicious or discriminating purposes, (g) evidently contradict the rules of social co-existence, common moral and social norms, or rules of netiquette, (f) contain phrases which are vulgar or which may in any manner violate someone's dignity, (h) promote other websites or other Internet service providers or be regarded as spam, (i) propagate hatred based on race, nationality, denomination or worldview-related reasons, (j) involve commercial or sales actions, such as advertising, promotion, contests, sweepstakes or pyramid schemes which are not expressly allowed by OPUS; (

- 11.3. In addition, comments may not include: (a) false information, (b) e-mail or mail addresses of persons or companies/partnerships, or phone numbers, (c) statements heard from other persons, (d) content copied from comments of other persons or websites, (e) off-topic or incomprehensible texts, (f) texts in multiple languages, (g) political or social comments, (h) commercial or promotional offers.
- 11.4. We do not endorse, represent or guarantee the completeness, accuracy or reliability of any Content provided by the Users through the Services.
- 11.5. All comments are public. A User reading your comment will be able to see from when you are a user of the Platform, how many and what comments you have written and which country you come from.
- 11.6. The Content remains the property of the User who is its author and who retains all rights related to it. Upon publishing the Content on the Platform, you grant OPUS a non-exclusive, licence, without any limitation as to territory and time, to use the Content, as a whole or in part. The licence is granted in the following fields of exploitation: (a) public display, screening, presentation and broadcast in such a manner that it is available to anyone at any discretionary place and time, (b) making available by means of computer networks, in this the Internet, (c) using the Platform in advertising, promotional and marketing activity, in this direct and interactive marketing, irrespective of the realization, form and field of exploitation, with a proviso that OPUS may not sell the Content or otherwise market it. Any use of the given Content in other fields of exploitation than those indicated above requires User's consent and determination of remuneration in every separate field of exploitation.
- 11.7. The licence is granted to OPUS for unlimited time; nevertheless, if you are the author of the Content, or if you hold the rights to effectively manage the copyrights to it, you have the right to terminate such licence upon 120-day termination notice calculated from the day on which OPUS receives a termination notice. User's declaration on terminating the licence should be sent to OPUS via e-mail to the following e-mail address: [info@opus-foundation.org](mailto:info@opus-foundation.org), or to the correspondence address of OPUS, or otherwise will be null and void.

## 12. BLOCKCHAIN

- 12.1. The Platform and OPUS use the Blockchain technology for the purpose of providing Services and enabling the Users to use Artists' works.
- 12.2. You hereby represent that you are aware (and nevertheless decide to use the Platform) that:
- 12.2.1. the following elements are beyond control and powers of OPUS: (a) operation of a smart contract; (b) operation of tokens, in particular that which may result from a technological error; (c) operation of other elements of the blockchain technology, which includes any consequences of using not supported Wallets; (d) loss of funds raised within a smart contract, unless OPUS itself caused the loss of such funds;
- 12.2.2. OPUS does not give any guarantee or warranty, whether express or implied, concerning tokens, their usefulness and ability of a (possible) participant to receive or use tokens, including without limitation any representation and warranty concerning the ownership, inviolability, compliance with the intended use, use, fitness or usefulness for a specified purpose;
- 12.3. What is more, you confirm that you are aware and agree without any reservations that:
- 12.3.1. you are familiar with the character of activity within the frames of blockchain, accept all technical and other benefits, risks and limitations connected with the software systems and tokens based on blockchain; large part of material risks includes (without limitation, the provided list is not exhaustive and serves exemplary purposes only): the risk of losing access (e.g. due to loss of the private key or various kind of problems); the risk of fraud or unlawful actions, such as theft, hacker or mining attack or gaps in security; the risk of technical non-compatibility; risks connected with exchange of cryptocurrencies; the risk of change of legal regulations (in this taxation); other technology-related operational risks;
- 12.3.2. the smart contract technology is still at an early development stage and its usage is of experimental character, thereby it is not guaranteed that smart contract is useful for a specified

- purpose or has no faults, weak points or issues which could cause technical problems or complete loss of tokens;
- 12.3.3. computer viruses, breaking into computers or other disturbances caused by third parties may result in a break or delay in provision of the services or their suspension, which would limit the use of tokens;
  - 12.3.4. there is a risk of new legal regulations related to uses based on the blockchain technology and such regulations may be in conflict with the arrangements concerning smart contract and the token concept, limiting or preventing their operation;
  - 12.3.5. there is a possibility that a group of persons modify the software so as it accepts another set of tokens or refuses to accept any tokens (“forking”), which may cause devaluation of tokens or other consequences which prevent performance of the Agreement;
  - 12.3.6. there are no express or implied guarantees, warranties or liability for defects connected with tokens.
- 12.4. You undertake not to raise any claims in connection with the circumstances mentioned above with regard to which OPUS excludes or restricts its liability or with regard to which you filed a declaration on having become acquainted with the relevant risks. The foregoing undertaking covers any type of claim, irrespective of its basis and purpose, except for claims which may arise as a result of misconduct of OPUS.

### 13. REPORTING INFRINGEMENTS AND COMPLAINTS

- 13.1. We do not exercise an ongoing control over or monitoring of the Content provided by the Users on the Platform.
- 13.2. OPUS acts with respect to the rights, in particular intellectual property rights. Thus, as soon as you notice any content or other material which infringes your, other Users’ or third persons’ rights, in particular intellectual property rights, you must necessarily notify OPUS on such fact. In the same manner you may also notify OPUS on any infringement of the General Terms of Use or applicable law.
- 13.3. The notifications pertaining to the content, information, materials or actions which infringe any rights should be filed by a button “Report” or sent to the following e-mail address: info@opus-foundation.org, or via mail to the correspondence address of OPUS. In order to facilitate the procedure, the notification should include at least the following information: (a) details identifying the User, that is first and last name and e-mail address, if other than that from which the notification is sent, (b) indication of the Content, other materials or actions which infringe the right, along with indication of the infringed right, (c) indication of the place within the Platform which includes such content or material, or indication of circumstances in which the law or the General Terms of Use were infringed.
- 13.4. As a consequence of receiving the notification indicated in clause 13.3 or an official notification, access to the Content or data will be prevented and OPUS will notify the User who provided the Content or data on the Platform on such fact. Such User has 3 working days to take a stance towards the allegation. Then, if the allegation proves justified, OPUS will delete such Content or data.
- 13.5. OPUS may undertake these actions without notifying you or any other third person before.

### 14. COMPLAINTS

- 14.1. You have the right to file a complaint concerning operation of the Platform and the Services. The complaint should include at least details enabling identification of you as the complaining person, and should state reasonable reservations and comments concerning the Platform or Services. The complaint should be sent via e-mail to the following e-mail address: info@opus-foundation.org or to the correspondence address of OPUS. If the complaint needs to be complemented, then we will request you to complement it.

- 14.2. We will take a stance towards your complaint within 14 days from its receipt. You will receive a response to the address from which you have sent the complaint, or to the address stated by you in the complaint form.
- 14.3. We do not supervise activity of Artists or Managers, we are also not their representative or attorney in fact; in matters related to their actions or services you should contact directly relevant entities. Thus, we are not liable for their actions or omissions, unless we contributed to damage.
- 14.4. Complaints on account of warranty should be filed directly to the Seller as a party to the Sales Agreement. In the case of complaints pertaining to attractions or Sales Agreement filed with OPUS, the Seller is obliged to immediately take over such claim or enter into rights and obligations of OPUS.

## 15. THIRD-PARTY LINKS AND ADS

- 15.1. The Platform may contain links to third-party sites or websites, as well as may display advertising materials of third-party services or products (hereinafter: Third-party Links and Ads). The Third-Party Links and Ads are not under control of OPUS; therefore, OPUS may not be responsible for any Third-Party Links and Ads and content contained there. OPUS provides access to these Third-Party Links and Ads only as a convenience to Users, and does not review, approve, monitor or grant any warranty with respect to the Third-Party Links and Ads. You use the Third-Party Links and Ads at your risk. Therefore, you should apply appropriate safeguards and exercise due care while doing so.
- 15.2. You should also take into account that when you click on a Third-Party Link and Ad, the relevant terms of use and privacy policy applicable under such link become binding upon you.

## 16. DISCLAIMERS

- 16.1. The Services are provided on an "as-is" basis and OPUS expressly disclaims any and all warranties and conditions of any kind which are not expressly stated in the Terms of Use or legal provisions, whether express, implied or statutory. OPUS does not guarantee that the Platform will meet User's expectations or that it will be available uninterruptedly, or that it will be free from defects and reliable. NO ADVICE OR INFORMATION, WHETHER VERBAL OR WRITTEN, OBTAINED BY YOU FROM OPUS CONSTITUTES A GUARANTEE ON THE PART OF OPUS IN THE CONCERNED RESPECT. If the applicable law requires any warranty with respect to the provided Services, duration of all such warranties is limited to 90 days from the date of creation of the Account.
- 16.2. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## 17. LIMITATION OF LIABILITY

- 17.1. Subject to clause 17.3 and to the extent permitted by the law, OPUS will not be liable to the User or third persons for any lost profits, lost data or any damage arising from User's use of the Platform or inability to use the Platform. In particular, OPUS is not liable for any damage resulting from User's use of the Services which is contrary to the usual use compliant with its intent or the idea of the Platform, or in violation of the warnings as included in Chapter 12 of these Terms of Use. Access to and use of the Platform is at sole discretion of the User, who carries out such actions at own risk. OPUS may also not be held liable for the health condition of a User's child, as explained in point 11 of the Terms of Use. In addition, the maximum liability of OPUS for any losses or damage resulting from the use of the Platform may not exceed EUR 1,000. This point of the Terms of Use does not apply to Consumers from the European Union.
- 17.2. Subject to clause 17.3 and to the extent permitted by the law, the User hereby forever discharges OPUS (and its officers, management board members, employees, agents, successors, and assigns) from liability on account of, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries and property damage), that has arisen or arises directly or indirectly out of, or that

relates directly or indirectly to, the Platform (including any interactions with other Platform users or connected with any Third-Party Links and Ads). The User also waives any claims on account of such liability in the foregoing scope. IF THE USER IS A CALIFORNIA RESIDENT, HE/SHE HEREBY WAIVES THE RIGHTS ARISING OUT OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." This point of the Terms of Use does not apply to Consumers from the European Union.

17.3. None of the provisions of the Agreements disclaims or limits OPUS' liability on account of fraud, fraudulent misrepresentation, death or bodily injury caused by negligence of OPUS and, if required by applicable legal provisions, gross negligence.

17.4. SOME JURISDICTIONS DO NOT ALLOW SUCH LIMITATION OR EXCLUSION OF LIABILITY, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. In such a case, the following provisions related to liability will be accordingly applicable to the Consumer: OPUS will not be held liable for any damage resulting from: (a) culpable infringement by the Consumer of the provisions of the Terms of Use, (b) intentional disclosure by the Consumer of the username or password for his/her Account to any third person, (c) the manner in which the Consumer uses the Platform or Services which has been beyond control of OPUS, (d) action against the provisions of Chapter 12 of the Terms of Use, (e) a short-term lack of access or disrupted access to the Platform resulting from the necessity to perform reparatory, maintenance or improvement works in the Platform, with a proviso that none of the above mentioned disclaimers of liability limits the principle that Consumers are protected by such regulations applicable in their country of habitual residence which may not be excluded by means of an agreement.

## 18. AMENDMENT TO THE TERMS OF USE

18.1. OPUS may amend these Terms of Use due to material reasons, whether legal (amendment of generally applicable law, or change of the organizational form of OPUS) or technical (modernization of the Platform or Services, change of the operation manner of the Platform or Services). The Users will be notified on any amendment to the Terms of Use along with the reasons of such change via e-mail sent to the address at which the Account is registered 7 (seven) days before the new Terms of Use come into effect. During this time, the Consumer should accept the new provisions of the Terms of Use, or refuse to accept them and terminate the Agreement with immediate effect. If the User other than a Consumer fails to terminate the Agreement within that time, it is deemed that he/she has accepted the amended Terms of Use without reservations.

18.2. Any Agreements concluded prior to the effective date of an amendment to the Terms and Conditions are processed in accordance with the content of the Terms and Conditions applicable at that date until the end of the Subscription Term.

## 19. DISPUTE RESOLUTION AND ARBITRATION

19.1. In the case of Users other than a Consumer from the European Union, THESE TERMS OF USE IMPOSE AN OBLIGATION TO SUBMIT TO ARBITRATION RATHER THAN TO JURY TRIALS OR CLASS ACTIONS TO RESOLVE DISPUTES AND ALSO LIMIT THE REMEDIES AVAILABLE TO SUCH USERS IN THE EVENT OF A DISPUTE. Any disputes arising out of or related to the use of the Platform will be finally settled pursuant to the Rules of Arbitration of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw applicable as at the day of filing the motion for arbitration. The proceedings will be conducted in English by one or more arbitrators appointed according to these rules. The Parties, their representatives, any other participants and arbitrators are subject to confidentiality obligation with regard to existence, subject matter and result of the arbitration. The arbitrator's decision is final and binding. These Terms of Use prescribe settlement of disputes by means of arbitration only. Even if the

governing law states otherwise, the User being not a Consumer from the European Union waives the right to participate in a class action.

19.2. The User being a Consumer from the European Union may take advantage of dispute resolution methods which are alternative to court proceedings (ADR), in particular through mediation, conciliation or arbitration (arbitration court). The list of institutions to which the Consumer may refer for dispute settlement within the frames of ADR is available here: [http://ec.europa.eu/consumers/solving\\_consumer\\_disputes/non-judicial\\_redress/national-out-of-court-bodies/index\\_en.htm](http://ec.europa.eu/consumers/solving_consumer_disputes/non-judicial_redress/national-out-of-court-bodies/index_en.htm) The consumer may also take advantage of out-of-court means of considering complaints and seeking claims by means of submitting his/her complaint through the EU ODR online platform available at: <http://ec.europa.eu/consumers/odr/>

19.3. If the Consumer resigns from taking advantage from ADR or ODR, any disputes arising out of the Terms of Use and Agreement will be settled by a common court of general jurisdiction.

19.4. IF IT IS ALLOWED UNDER APPLICABLE LEGAL PROVISIONS, EACH PARTY AGREES THAT A PARTY MAY SEEK CLAIMS AGAINST THE OTHER PARTY ONLY INDIVIDUALLY AND NOT AS THE PETITIONER OR A MEMBER OF THE CLASS INITIATING CLASS ACTION IN ANY INTENDED CLASS ACTION LAWSUIT. In absence of the consent both on your part and on the part of OPUS, no arbiter of judge may combine claims of more than one person or otherwise examine any form of class action.

## 20. SPECIFIC PROVISIONS

20.1. Without prejudice to other provisions of the Terms of Use, if you are not a Consumer, in particular if you use the Services for professional purposes, the following specific provisions apply to you: (a) OPUS will not be held liable for any damage caused to you by unintentional fault, whereby OPUS' liability is limited to actual losses incurred by you, and OPUS will not be held liable for lost profits, (b) the rights and obligations resulting from the Terms of Use are governed exclusively by Polish law, (c) any dispute arising between OPUS and you will be referred to the court with the jurisdiction over OPUS' registered office. (d) if any of the provisions of the Terms of Use conflicts with other or is inaccurate, then OPUS is entitled to interpret the General Terms of Use in a manner which is binding upon you, while if any provision of these Terms of Use proves invalid in part or entirely, then the other provisions will remain effective, whereas the remaining part of the Terms of Use will be interpreted in such a manner so as its legal effect and economic implications to the highest extent correspond to those of the invalid provisions.

## 21. NOTICE TO CALIFORNIA RESIDENTS

21.1. Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

## 22. GENERAL

22.1. Contact details and way of communicating with OPUS: (a) via e-mail at the e-mail address: [info@opus-foundation.org](mailto:info@opus-foundation.org); (b) via mail at the correspondence address: Aleja Zwycięstwa 96/98, 81-451 Gdynia

22.2. The governing law for liabilities resulting from the Agreements is Polish law, with a proviso that such choice may not result in a Consumer being deprived of the protection resulting from mandatory provisions of the law applicable in the Consumer's country of habitual residence.

22.3. If any provision of these Terms of Use proves invalid in part or entirely, then the other provisions will remain effective, whereas the remaining part of the Terms of Use will be interpreted in such a manner so as its legal effect and economic implications to the highest extent correspond to those of the invalid provisions.

22.4. Failure to enforce Agreements or their provisions by OPUS or a third-party beneficiary does not waive the right to enforce Agreements or their provisions by OPUS or a third-party beneficiary.

22.5. If OPUS fails to exercise any of its rights resulting from these Terms of Use, this does not mean that OPUS has waived such rights.

22.6. Headings of particular sections are for reference purposes only, and are not legally binding.

22.7. The word “including” means “including without limitation”.

22.8. These Terms of Use come into force as of 04.06.2018.