

**TERMS OF USE OF GRAPHICS AND AUDIOVISUAL CONTENT AT  
HTTP://AGAIN.KRAKOW.TRAVEL/**

ATTACHMENT 1 TO TERMS AND CONDITIONS OF 18.05.2017

**§ 1.**

1. The User submits graphic (photo) and audiovisual (film) content on the Website using the contact form.
2. Sending content using the contact form requires:
  - 1) the name and surname of the person sending this content and its e-mail address,
  - 2) accepting the provisions of these Terms of Use,
  - 3) agreement to the processing by the Service Provider of the personal data referred to in point 1 for purposes related to the provided services.
3. The graphic and audio-visual files posted on the Website should meet the following technical requirements:
  - 1) for audio-visual file - maximum file size 100 MB, and save in ..., ..., or ...
  - 2) for the graphic file - maximum file size of 20 MB, and file format ..., ..., or ..... ..
4. Graphic or audiovisual files, in addition to the requirements of paragraph 3, should also meet the technical requirements of the regulations of youtube.com, facebook.com, instagram.com and twitter.com.
5. Technical requirements for the services referred to in section 4, are defined in the Terms and Conditions of providing services of individual services, available at the following Internet addresses:
  - 1) Youtube.com - <https://www.youtube.com/t/terms>,
  - 2) Facebook.com - <https://www.facebook.com/policies?ref=pf>,
  - 3) Instagram.com - <https://help.instagram.com/478745558852511>,
  - 4) Twitter.com - <https://twitter.com/tos>.

**§ 2.**

1. It is forbidden to publish in the Website by users content that is illegal in the Commonwealth of Poland, local law and the provisions of these Terms of Use, and in particular:
  - 1) content commonly considered offensive or abusive,
  - 2) content that promotes violence, hatred and incitement to commit a crime or misdemeanor,
  - 3) content infringing third party rights,
  - 4) content that harms the Website,
  - 5) any form of advertising or promotion of websites other than the Website, including the posting of web pages leading to pages other than the Website, excluding the pages referred to in § 1 5,
  - 6) content misleading other Users.

2. The Service Provider has the right to remove content posted on the Website by the User if they violate the law or the terms of use set forth in the Terms and Conditions.

### § 3.

1. By placing any content on the Service, the User declares that he has all the rights to it, including proprietary and non-proprietary copyrights, and that you have the consent of third parties disclosed in these Terms to distribute their image.
2. The User grants to the Service Provider a royalty-free, non-exclusive, and unrestricted license to use the posted content in the following fields of use:
  - 1) data entry into computer memory,
  - 2) placement in computer networks, including the Internet, in particular on the Website and on the sites of facebook.com, youtube.com, instagram.com and twitter.com,
  - 3) public broadcasting, performance, display, display, reproduction and broadcasting, and publicly distributing the work in such a way that everyone may have access to it at the place and time they choose,
  - 4) placing on the market, lending or renting the original or copies,
  - 5) fixation and multiplication by any technique, in particular by printing, reprographic, magnetic recording and digital techniques,
  - 6) distribution for purposes related to the promotion of the Website, activities performed by the Service Provider and promotion of the city of Kraków.
3. The license referred to in section 2, shall be granted for a period of five years and shall, after the expiry thereof, be deemed to be granted for an indefinite period.
4. By posting any content on the Website, the User hereby grants his / her consent to the User's exercise of his / her dependent rights to such content, in particular by framing, composition, posting, and editing with other audio-visual or graphic content.
5. The Service Provider is entitled to further license in the scope as defined in section 2, provided that the sub-license may be provided by the Service Provider to other entities at its option, whether for payment or free of charge.
6. By submitting content on the Service, the User declares that he or she agrees that the Service Provider distributes his or her image as set forth in these Terms and that such consent has been expressed by third parties whose image has been preserved in such Content.

### § 4.

The User is responsible for the published content, in particular declares that they are in accordance with the actual and legal conditions, do not violate the law of general application, local law and third party rights, as well as the provisions of these Terms of Use.