

User License Agreement

1. General terms

When using any of the Site functions or services, any legally capable individual or legal entity (hereinafter referred to as the User) is subject to the rules and restrictions set out in the present User agreement (hereinafter referred to as the Agreement). The present Agreement is a public offer.

The User accepts the terms of the below documents governing the use of the Company PHOTGRAM LTD Service:

- [The present User Agreement](#)
- [Disclaimer](#)
- [Privacy policy](#)
- [Check-in policy](#)
- [Cookie Policy](#)

The agreement is a standard form agreement and its terms are equal for all users of the program. Annexes are integral parts of the present agreement. In case of acceptance of terms and conditions set out below, the User undertakes to unconditionally comply with the terms of the present Agreement. Full acceptance without modification of the terms of the Agreement is the factual use by the User of the PHOTOGRAM site www.photogram2020.com of its mobile applications and its free and/or paid services, as well as completion by the User of the log on procedure on the specified site and the fact that the User places his content and participates in the purchase or sale process.

Acceptance (acceptance) of terms of the present Agreement is considered to be the actual use of the PHOTOGRAM site by the User, at the time the User visits www.photogram2020.com using a web browser or any other program and/or technical devices, allowing display of the content of the site web pages. Subject the User does not agree with the terms of the present Agreement in whole or in part for any reason, the Company requests him to leave this site www.photogram2020.com . If the User continues using the site, it means that the User has read the present Agreement, understands and accepts its terms in full without any exceptions and reservations, and undertakes to comply with them further on in full. By using the website www.photogram2020.com , you represent and warrant that all registration information You provided is true, accurate and complete, and You undertake and agree to keep this information up to date.

1.1 Terms and definitions.

Terms used to denote the site functions, its functional elements, sections and individual services are as used in the site interface.

Unless the context otherwise requires, the following terms have the below meanings in the present Agreement:

Author – (owner of photos) an individual or legal entity, using the PHOTOGRAM website www.photogram2020.com to sell own photos.

Authorization – login to the User profile, which is specifying the username and password registered by the user in the corresponding fields of the web page and clicking the "Log in" button. Authorization on the PHOTOGRAM website www.photogram2020.com confirms that the User accepts the terms of the present Agreement.

User Agreement - an Agreement, governing the relationship between the site www.photogram2020.com and its Users. Participant, intending to use services of the PHOTOGRAM website located at www.photogram2020.com, shall accept the terms of the present Agreement.

Dialog box - a system function, designed for quick exchange of messages between Users or the PHOTOGRAM website www.photogram2020.com administration.

User profile deactivation – actions of technical and administrative nature carried out by the Company or the Security service, targeted at restriction or suspending the User ability to access the PHOTOGRAM services from his profile. The profile is blocked in order to prevent offenses on the site www.photogram2020.com or in case of violations of the Agreement in accordance with the procedure established in it.

User profile – a system built into the software part of the PHOTOGRAM site www.photogram2020.com allowing recording and presenting the User and the Company with the data on the number of available photos, the history of buying and selling photos, and information about individual messages.

Content-any photo and video materials, texts, sounds, and other intellectual property the User created and posted on the site www.photogram2020.com.

Purchase - a button, indicating that the Buyer can purchase photos at a fixed price, set under the agreement on the PHOTOGRAM website www.photogram2020.com.

Counterparty – one of the parties to the deal, done between the Author of the photo and the Buyer on the PHOTOGRAM site www.photogram2020.com.

Crypto currency- an electronic currency, having no single centralized emitent and distributed directly between the holders of such currency.

User login (nickname/username) – User site identifier, utilized to identify the User in the system and to access the User profile at the same time, as well as for other purposes stipulated in the present Agreement.

License agreement-agreement between the Seller and the Buyer (licensee), attached as [Annex № 1](#).

Seller-a registered User, having posted at least one photo or other content on the service.

Buyer -a User (licensee), making a purchase on the PHOTOGRAM website www.photogram2020.com.

Licensee-an individual or legal entity, purchasing licenses under the present Agreement, including infors, directors, agents, representatives and/or employees (of the Buyer), if the Buyer acts on behalf of a third party of the licensee, in which case the licensee (individual or legal entity), specified as the licensee under the license during the purchase process.

License content-content for which a license has been granted.

Confirmation of activity – mandatory monthly purchases of photos pre-ordered by the Buyer, and monthly payment for the PHOTOGRAM service

User - a natural or legal person, gaining an access to the PHOTOGRAM site www.photogram2020.com services upon completion of special procedures and actions, and becoming a Seller when posting the photos.

Registration -procedure of User profile creation on the PHOTOGRAM site www.photogram2020.com , during which the User, by filling out the appropriate forms on the web pages of the specified site, submits the information necessary to use the site services. User acceptance of terms of the present Agreement is a mandatory stage of the registration procedure.

Rating – a system of conditional assignment of quality indicators for the provided content in order to highlight those with the highest number of approvals and having the highest level of trust accordingly. The User rating is based on comments and marks left by Users.

Website (Internet service - www.photogram2020.com) – PHOTOGRAM website, being a communication platform for posting and accumulating photos, transactions between Users, used for posting information and communication between Users as well.

Account - functional part of the System designed for the User funds accounting and operations with them.

Purchase and sale of goods (deal) - transaction, concluded on the PHOTOGRAM website www.photogram2020.com between the Author (Seller) and the Buyer, for the purpose of buying and selling content, in accordance with the terms set out by the present Agreement.

Funds - Fiat currency and Cryptocurrency (a type of digital currency) used in transactions on the site.

Fiat currency - money issued by the state, acknowledged as legal tender in the country of its issue at the legislative level.

Site services - a social web platform created on the PHOTOGRAM site www.photogram2020.com for communication and receipt of information, as well as a platform for instant sales and purchases of content between authors (Sellers) and Buyers.

Photo works-photos, owned by the Author (Seller), being subject of sale on the site www.photogram2020.com , in compliance with the present Agreement.

E – wallet- computer program, allowing to store electronic money, as well as pay for purchases and services on the Internet and withdraw Fiat money to a Bank account or a plastic card.

"Force majeure" -any of the circumstances listed below, affecting buyers and sellers and making/creating impossible, illegal or barrier conditions for making purchases or sales of photos posted on the PHOTOGRAM website www.photogram2020.com . Including (but not limited to) the following:

natural disaster, volcanic eruption, (natural) catastrophe, fire, military action, combat or any local or national disaster, occupation, compliance with any order or request of any national, regional, port or other public official body, governmental measures or intervention, military action, civil war or acts of terrorism, (biological, chemical, or nuclear) explosion, insurrection, riots, strikes, civil unrest (or material or important threats or justifiable fear of any other upcoming events), reduced transport services, airport closures, or any other exceptional and catastrophic event, circumstance, or critical situation.

1.2 Company

PHOTOGRAM is a website -company, located at the email account www.photogram2020.com and the totality of all users, Authors (Sellers) and Buyers, as well as all elements of the site, operating as a complete unit to achieve a common goal – creating a global social platform for communication and a service for buying and selling content by the PHOTOGRAM participants.

1.2.1 PHOTOGRAM LTD, a limited liability company registered on the South African Republic at the address 222 SMIT STREET, 21ST FLOOR BRAAMFONTEIN, JOHANNESBURG, GAUTENG, 2000 and under the number 2021 / 362179 / 07

1.2.2 PHOTOGRAM is a global social web platform and platform for instant sales, purchases, as well as systematization and accumulation of content by program participants.

This Agreement is concluded between PHOTOGRAM and the User in the form of a standard form contract (offer) for service provision, the text of which is available on company website at www.photogram2020.com

All messages, notifications, claims and any other information sent by the parties to the agreement to each other, are deemed sent duly in electronic form via e-mail, as well as in message form within the site, provided for by its functional features, in any of the listed fashions (dialog box, messages, feedback forms, company publications, etc.). Correspondence is also deemed sent properly once forwarded by the Parties in writing with the necessary details.

The term PHOTOGRAM, PHOTOGRAM site, may be used in the Agreement and/or other sections of the site www.photogram2020.com only for convenience, and in no case can be understood as the term "store, tender, auction".

The terms "You" or "Your" used in the present document, refer to You and any person that the User represents to his legal successors.

2. www.photogram2020.com Website terms of use

Using the Site is not allowed once it is against the Law!

2.1 PHOTOGRAM User can be either any legally capable individual who has reached the age of 18 years, or a legal entity. Individuals under the age of 18 shall only use the site services together and/or under the supervision of a parent or a legal adult guardian. In this case, the adult is the User and is responsible for all actions taken by the minor.

2.2 The User shall read and agree to all the terms and conditions contained in the present Agreement. As you become familiar with the present Agreement, it is also recommended to pay attention to the information referenced in it. Any actions of the User, including (but not limited to) registration, authorization, making purchases on the site, posting and changing content, sending messages, changing data, are acknowledgement of his full consent to the present Agreement.

2.3 The User undertakes to keep up-to-date the personal data, specified on the corresponding page in the "My profile" section.

2.4 PHOTOGRAM is of right to request from the User the appropriate documentary proof of the data entered at the time of registration, as well as in case of their changes in the future. The procedure for submitting and the list of required documents is specified in the corresponding PHOTOGRAM request to the User. PHOTOGRAM is of right to bar the User from using the site and providing Services, in case the required documents are not provided in the specified order, as well as if the provided documents contain information, not confirming the accuracy of the data entered by the User.

2.5 Procedure for processing the User data by the Company and conditions for posting it on the PHOTOGRAM website, terms and definitions, as well as other provisions, referring exchange of information data between users and the Company are set out in the Privacy policy (on the website at: www.photogram2020.com)

2.6 When choosing the username, the User is forbidden to use:

- Company, site name and its variations, as well as any other information, concerning PHOTOGRAM.
- Obscene words, vulgar expressions.

2.7 Mutual honesty, decency and courtesy of Users is a fundamental condition for using the PHOTOGRAM site www.photogram2020.com .

2.8 The User gets an opportunity to edit and delete the data entered during his profile registration.

2.9 The User may not rent out his User Profile to third parties or transmit information necessary to access the User profile. In case of violation of this condition, the User is fully responsible for any actions committed by the persons to whom he / she transmitted information about access to the Profile, including civil and/or criminal ones.

2.9.1 A User has the right to transfer his order to another person without giving reasons. To do so User has to pay for the procedure for transferring an account and a cryptowallet, in the amount of 500 EUR to the company wallet.

2.10 The User may not have more than one registered profile on the site www.photogram2020.com . It is strictly forbidden: to register a new User profile with an existing blocked (deactivated) one.

2.11 All content (photos, drawings, collages, graphic materials) published on the site pages in social networks, communities, forums, blogs and other Internet resources can not be and are not official advertising, unless it is stated as advertising of the company in any publication. All these materials are created or provided by individual users and belong to them as owners/authors. These materials are posted or published with their personal consent or permission. All published content is solely the author's subjective opinion and his personal value judgment, which may not always coincide with the opinion of the PHOTOGRAM site www.photogram2020.com administration.

2.12 To sell and purchase content, you need to create your own current account, as well as a crypto account with the financial institutions offered by the PHOTOGRAM service.

2.13 The minimum cost of selling content on the PHOTOGRAM site is 1 (one) Euro (for one photo) in a small resolution and 5 (five) Euro (for one photo) with a license for commercial use and in higher quality.

2.13.1 Cost of monthly purchases to maintain account activity is 5 (five) Euros for a photo purchased from 10 (ten) posted Authors (Sellers)

2.13.2 The Company may change the base price of the content unilaterally).

2.14 PHOTOGRAM has no intention to provide the User with services, violating the laws of its jurisdiction. By accepting the Agreement, the User acknowledges and guarantees that using the PHOTOGRAM website www.photogram2020.com and its mobile applications complies with the laws and regulations in force in the territory of their jurisdiction. The Company is not liable for illegal use of the site services.

2.15 Users are fully liable for paying taxes and fees that apply to any actions and profits, received as a result of using the site. The User is assigned with full responsibility for preparation of documentary reports.

3. Proof of identity and protection from money laundering

By accepting the present Agreement, the User undertakes, agrees and guarantees that:

3.1 At the time of using the site www.photogram2020.com , the User is at least 18 years of age or of age, sufficient to be deemed acceptable age, granting the legal right to participate in PHOTOGRAM Programs with no violation of the current legislation of a particular jurisdiction.

3.2 PHOTOGRAM is not directly involved in the deal between Buyers and Sellers during the purchase and sale process and is not a party to any agreement between them.

3.2.1 PHOTOGRAM has no control over the quality, safety, morality or legality of any aspect of the content provided on the site and is not responsible for the truthfulness or accuracy of any information provided by the User, as well as for ability of any Seller to sell his content or the ability of any Buyer to pay for the purchased content.

3.2.2 PHOTOGRAM does not preview Users or the content of data, provided by the Users

3.2.3. PHOTOGRAM cannot guarantee that the Buyer or the Seller will actually close the deal. While the Company strives to help eliminate questionable or copyright-infringing content and Users, this is not part of our services and we cannot be held responsible for any inconsistencies.

3.3 PHOTOGRAM cannot guarantee the User true identity or age. The Company encourages You to communicate directly with potential partners under the deal in case of any questions. The User acknowledges and agrees that PHOTOGRAM is not liable for any content provided by the User, including personal data and information, blog texts, messages, graphics, images, photos, audio and video elements, as well as links posted by Users or third parties on the website www.photogram2020.com .

3.4 The User confirms that he is the rightful and legal owner of all funds used to purchase content, and all information submitted by the User, is true, up-to-date and accurate.

3.5 The Buyer is fully aware that purchase of content from other Users (Sellers) leads to the debiting of personal funds from his account and the User assumes full responsibility for any possible losses. The User is aware of his responsibility to keep records of his own funds and their spending and fully understands the terms and conditions for purchasing content from other Users hosted on the PHOTOGRAM site www.photogram2020.com . The User acknowledges using the site at his own discretion, decision and at his own risk. The User has no right to make any claims to the PHOTOGRAM service related to his losses and damages.

3.6 The User is clear on the general terms and conditions, rules and principles of PHOTOGRAM operation and the specifics of the site www.photogram2020.com and its mobile applications and agrees not to perform any actions or dids that may harm the Company goodwill.

3.7 By accepting the terms of the Agreement, the User entitles the Company to arrange periodic checks (at its discretion or at the request of a third party, including authorized bodies) to verify the User identity and the accuracy of the information provided by him.

3.8 If during the verification it is established that the information provided is false or unreliable, this will be deemed a violation of terms of the Agreement and entitles the Company to close the User Account or refuse the User in use of the site www.photogram2020.com services.

3.9 PHOTOGRAM does not accept funds for service payment from the third parties: friends, relatives or partners. The User is liable to deposit funds only from his account, payment card or system, registered in the User name

4. Prohibited practice.

4.1 Transfer of information to a third party: that is, transfer or sale of one user account to another;

4.2 Fraud, collusion or deceptive conduct, criminal activity

4.2.1 Illegal actions or fraud involving use of malicious software, bots, and errors in the Site www.photogram2020.com software;

4.2.2 Fraudulent activities, involving use of stolen, cloned or otherwise illegally obtained credit or debit card data to purchase photos or pay for the PHOTOGRAM service;

4.2.3 Participation in criminal activities, money laundering and other types of activities, participation in which may entail criminal liability;

4.2.4 Joining, attempting to join, or intending to participate in a criminal conspiracy with another User in order to gain privileges over other Users of the site www.photogram2020.com ;

4.3 Using the service and software of the PHOTOGRAM website to commit any fraudulent or illegal actions in compliance with the laws of a particular jurisdiction.

Performing the above actions will be regarded as a direct violation of the User Agreement. In cases where the User has committed such actions, the Company may suspend or block the user account. In such cases, users have no right to make any claims to the Company!

4.4 The Company is of right to suspend, cancel or call off the deals related to purchases of the content in case the Company suspects that the User is using illegal methods for reception of funds.

4.5 The Company makes use of all acceptable and legally permitted methods to exclude and detect frauds and their direct participants. Appropriate measures will be taken against these individuals in all cases. The company will not be liable for losses and damages caused to the User as a result of fraudulent actions.

4.6 Users shall immediately notify the Company in case they suspect someone in collusion or committing fraudulent acts. Contact the Company via email office@photogram.com

4.7 The Company is of right to deprive the User of access to the PHOTOGRAM website or its mobile applications without prior notice in case he is suspected of fraudulent acts.

5. Prohibitions or restrictions on using the PHOTOGRAM website

www.photogram2020.com :

5.1 Use of aggressive or offensive communication style, posting improper content, use of obscene words, making threats or committing any violent actions against PHOTOGRAM employees and other Users of the site www.photogram2020.com , are prohibited.

5.2 It is forbidden to upload information to the site in the amount that can cause failures in site operation or its mobile applications and perform any other actions that may affect the resource operation. Viruses, malicious software, bulk mail-out, and spam are strictly prohibited!!!

5.3 Users can utilize the site solely for the purpose of keeping their blogs, as well as for selling and purchasing photos, making full use of the photo database available on the site. It is forbidden to copy the entire site or any part of it without written consent of PHOTOGRAM www.photogram2020.com .

5.4 Users undertake not to commit actions aimed at hacking the site security system and obtaining illegal access to private data or DDoS attacks. Users, suspected of violating the present rule will be subject to appropriate measures: total ban on access to the site. In addition, the Company is of right to notify the responsible authorities of the illegal actions of such User. The Company is not responsible

for any outgoings and losses, that Users or third parties may incur as a result of technical failures caused by virus attacks or other malicious actions directed at the site www.photogram2020.com .

5.5 It is prohibited to download, copy a part or the whole website or content without permission or in violation of written agreement with the PHOTOGRAM website;

5.6 Use of any data mining, robots, or similar data collection or extraction methods;

5.7 Manipulating or otherwise displaying the website www.photogram2020.com or the content by means of framing or similar navigation technology;

5.8 Use of the website www.photogram2020.com or the content other than as intended;

5.9 It is unacceptable to upload, send by email, or otherwise transmit any material containing viruses, files, or programs designed to interrupt, destroy, or limit functionality of any computer software or hardware related to the site www.photogram2020.com ;

5.10 Interfere with operation of servers or networks connected to the website www.photogram2020.com , as well as violate any procedures, policies or rules of networks connected to the website, including the present Terms;

5.11 Attempts to redesign or sell, export, license, modify, copy, distribute or transfer the website to any third party, or compromise the proper operation of the website or its mobile applications, or other attempt to obtain the source code of the software (including tools, methods, processes) that underlies the website www.photogram2020.com ;

5.12 Attempt to access protected parts of the website www.photogram2020.com ;

5.13 Resale or export of software or content related to the website www.photogram2020.com ;

5.14 Using the website to generate unsolicited advertisements or spam;

5.15 Any interference with the proper functioning of the website is forbidden;

5.16 It is forbidden to post, upload, publish, present or transmit any content that infringes or assigns a patent, copyright, trademark, trade secret, moral rights or other intellectual property rights or right for publicity or confidentiality, or the content, which is:

5.16.1 violating any applicable law or regulation, causing civil liability;

5.16.2 fraudulent, false or misleading;

5.16.3 disreputable: obscene, pornographic, vulgar or offensive;

5.16.4 encouraging discrimination, fanaticism, racism, hatred, harassment or harm to any person or group;

5.16.5 of violent, threatening or encouraging violence and actions nature, threatening any person or organization

5.16 Use, display, reflect or frame the PHOTOGRAM website, any individual element of the website, services of the website or its mobile application, as well as the name, trademark, logo or other proprietary information, layout and design of any page or form contained on the page, without written consent of PHOTOGRAM www.photogram2020.com ;

5.17 Attempt to verify vulnerability of any PHOTOGRAM system or network or violation of any security or authentication measures;

5.18 Attempt to get access or search on PHOTOGRAM for information about the website content or attempt to download content from the website www.photogram2020.com using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools, etc.) other than the software and/or search agents provided by PHOTOGRAM or other shared third-party web browsers;

5.19 Sending any unsolicited or unauthorized advertising, promotional materials, email, unsolicited mail, spam, chain letters, or other forms of request;

5.20 Using any meta tags or other hidden text or meta data, utilizing the PHOTOGRAM trademark, logo URL, or product name without explicit written consent of PHOTOGRAM;

5.21 Falsify any TCP/ IP packet header or any part of the header information in any email or newsgroup message, or otherwise use the website, services, or content to send altered, deceptive, or false information identifying the source;

5.22 Collect or store any personal information from the PHOTOGRAM website about other Users of the website www.photogram2020.com or its services without their express permission;

5.23 Violate any applicable law or regulation (or commit any action that may be regarded as violation of any applicable law or regulation), as well as encourage or permit another person to perform any of the above actions.

6. Registration on the PHOTOGRAM website www.photogram2020.com .

The User registers by filling in the required fields in the form provided for registration. The User shall activate his account using the link sent to the email address specified by the User during registration, in the confirmation email. After registration, the User can log in to his account using his email address and the password, chosen by him during registration. PHOTOGRAM gives no guarantee that services will be available in full, while the account is not confirmed. The User is solely liable for confirming e-mail to receive important correspondence, including information about his licenses (agreement on purchase and sale of his content) and payments.

6.1 The User, having registered on the PHOTOGRAM website, can view his account, portfolio and the website profile www.photogram2020.com , as well as use the blog sections and sell his content.

6.2 By registering and / or logging in to the PHOTOGRAM service, the User accepts the present terms and conditions.

6.3 Users shall provide the PHOTOGRAM site www.photogram2020.com with accurate, complete and up-to-date information for their own account. By registering on the PHOTOGRAM service, the User agrees to update such information to keep it accurate, complete and up-to-date. In case the User does not keep his information up to date, PHOTOGRAM is in position to suspend or terminate the User account. The User agrees to keep secret the password to his account and undertakes to immediately notify the Company of any unauthorized use of his account. The User is liable for all actions, that occur under his account, regardless of whether he is aware of them or not.

7. Agreement duration and termination:

7.1 The Company is of right to delete the User account (as well as the User name and password) without prior notice on the occurrence of any of the following:

7.1.1 The Company decided to stop providing services to all users or to a specific user;

7.1.2 The User account is somehow linked to the previously deleted account;

7.1.3 The User participates in a criminal deal or attempts to hack the system;

7.1.4 The User interferes with operation of the PHOTOGRAM website www.photogram2020.com software or tries to manipulate it;

7.1.5 The User utilizes his account for purposes regarded as illegal, pursuant the laws of a particular jurisdiction;

7.1.6 The User posts information of offensive or humiliating nature, on the PHOTOGRAM website www.photogram2020.com .

7.2 The Company is of right to close the User account or cancel the Agreement by sending a corresponding notification to the email address, specified in the contact information.

8. Terms of service on the PHOTOGRAM website www.photogram2020.com .

8.1 Become the Author (Seller) of the published photo.

8.2 The User shall complete full registration to use the services as a Seller.

8.3 When selling content, the Author shall be the original owner of the content and ensure that he/she is the sole owner of the content. The Seller undertakes to license (sell under the terms of the Agreement) the content to any Buyer in compliance with the terms of the License agreement. The Seller transfers the content license directly to the Buyer.

8.4 The Seller conveys that the license and rights to use his content may be acquired by any registered user of the PHOTOGRAM website www.photogram2020.com until the content is removed, and that the author (Seller) can not revoke this right after or during the purchase process, unless the Seller has evidence or can prove that the Buyer has violated the licensing rules or intends to do so;

8.5 In case of disputes, the Author (Seller) shall confirm the ownership of the content and the license agreement.

9. Data on the content and restrictions for its use.

9.1 The Seller undertakes to provide only reliable information about the subject matter of the content (including the date, place and people on the photo) and use only relevant tags/ hash tags, descriptions, geographical coordinates, reflecting the true origin, location and subject of the content. The Seller may not use fake or inappropriate tags or other meta data, for example, in order to maximize the content display in the search results on the website www.photogram2020.com .

9.2 The subject matter of the content shall not contain any images restricted by the PHOTOGRAM service or prohibited by law.

9.3 The Content shall respect all applicable copyright and intellectual property laws and in no form violate them. In particular:

9.3.1 The content shall not contain any brand names, logos, registered designs, trademarks or watermarks (including a recreated or modified logo, mark, etc.), unless the owner of the relevant brand gives written permission to use the content or otherwise instructs the Seller to make the branded content available. For example, the Seller may not use a photo of a watch, if the brand name of the watch is clearly visible in the photo, without written permission/consent of the brand visible in the photo; PHOTOGRAM attempts to exclude such content and / or demonstrate it to the brand owner only using image identification. However, the Company cannot promise such content control, which is guaranteed to exclude that kind of content, thus any violation is the legal liability of the User;

9.3.2 The content shall not contain elements, using free or purchased components from any other source, unless the user has a relevant license;

9.3.3 The content does not allow the use of state or military symbols/property – for example, an item containing the presidential seal or a military identification badge;

9.3.4 The Seller is not allowed to use photo, video or audio files without an explicit license and permission to resell them. Mandatory condition for using photo, video or audio files is their creation by the seller himself or availability/purchase of an appropriate license, allowing use of this product for sale.

10. Permissions to use the content.

10.1 The Author (Seller) represents and warrants that has obtained all appropriate permissions to license any content, including, but not limited to, performance of any model release and/or property release.

10.1.1 To use an electronic model release, the Seller can send a link to a dedicated model release to famous people in the photo and request their permission (model release). Model release - a legal release, signed by each person represented in a photo or video, granting permission to use or publish a photo or video using that person (or persons). Find a model release sample form in [Annex № 2](#) to the present document. Users of the PHOTOGRAM website shall also use a similar form in cases with images of people. This release is meant to be used by models over the age of 18.

10.1.2 For models who has not reached the age of 18 years, an additional model release should be used (see example in [Annex № 2](#) to the present document). It contains the wording, related to the model (being a minor) in the third person, and requires signature of the model's parent or other legal guardian. The release, unsigned by a parent or guardian, does not provide any legal protection to the publisher. Images, showing a minor model partially or completely naked, are strictly banned

10.1.3 Release of property - legal permission signed by the owner of property, used in a photo or video, granting permission to use or publish a photo or video of his property in some form. Sample of the "property release" form is attached to the present document as [Annex №3](#). Users of the PHOTOGRAM website www.photogram2020.com should use a similar form for their projects.

10.1.4 In case the User includes an image of a recognizable private property in a video or photo, you will need a signed release on location from the property owner. Users do not need a release for public property, such as government buildings (although trying to take their image, problems may be encountered for security reasons purely!). The Authors shall also provide the owner consent for images of private property and especially objects that are closely identified with specific persons. Most animals in zoos are owned by the zoo and generally cannot be used for commercial purposes without consent of the zoo owner.

10.2 PHOTOGRAM bears no responsibility for checking or receiving model releases and cannot be held liable for their availability and/or true or false labeling by the author.

10.3 PHOTOGRAM is of right to use its technologies to identify and recognize images of the site Users. In the case of identifiable persons, logos, etc. in the photo, PHOTOGRAM may, at its sole discretion, remove such content from the site search results automatically, permanently, or until the Author grants the necessary permissions.

10.4 In case the content element contains a recognizable image of the Author and/or his children or dependents (for whom he/ she is otherwise entitled to grant a minor release), they are regarded as having granted the related model release and /or minor releases automatically. That is, any such photos are subject to the auto model release by the Author in relation to his own photos or his minor children. This includes "selfies" as well as any portraits taken by other people on behalf of the Author or using the camera timer remotely.

11. Editorial and commercial use.

11.1 The Seller undertakes to submit all necessary information about any common release and release of property in relation to the content at the request of the Buyer, and he (the Seller) undertakes that the requests are sent and signed by persons, identical to those in the image.

11.2 The Seller agrees that in case that he has not received a model release and/or release of property, required by the Buyer pursuant to the applicable law and the events, described in the present terms and conditions, the Seller is deemed licensing the relevant content under the editing license only. If the Seller received, possesses and can provide a proof of all model releases and property releases, or if they are not required under the applicable law and the events of use, stipulated in the present terms, the Seller may license the content under a commercial use license.

11.3 PHOTOGRAM does not collect any model and/or item releases and does not provide any guarantees or confirmations that the seller has received any necessary releases of models and/or items.

11.4 In accordance with the general terms of service, PHOTOGRAM does not accept any responsibility for the content, comprising a model or release of property, as well as any loss/damage caused by any of the parties. However, the Company may, at its sole discretion, differentiate, remove, mark or label the relevant content and request the Authors (Seller) and the Models confirm the release.

11.5 For any content that may require a "model release" or a "release of property" under the applicable law or the present Terms, and for which the Buyer is not sure that a copy of the model release and/or release of property has been obtained and/or verified, the Buyer shall consider using such content under an editorial license /for editorial use only. This does not apply to content, containing no property and/or images of people and therefore requiring no release of a model or property for commercial use.

These definitions shall have the following meanings in the present agreement:

- Commercial use: any media payment for which is done in monetary terms. Any wholesale or retail professional use of a photo falls under this definition and may also include promotional photos, i. e. photos taken for illustration purposes and usually selling a service or product.
- Editorial use: event of using the image together with a news story or any non-commercial text, requiring an image for illustration (magazines, newspapers, art works, and books).

12. Procedure to delete primary content from the PHOTOGRAM service.

12.1 In case the Seller deletes certain content, uploaded by him in his profile on the PHOTOGRAM website www.photogram2020.com, this content will no longer be available for purchase/sale through the PHOTOGRAM website and the content will no longer appear in the search results on the website. PHOTOGRAM gives no guarantee that such content will be removed immediately. In other words, any Buyer can complete the purchase process already ongoing at deletion of the content.

12.2 Content, already purchased through the website www.photogram2020.com, remains with the Buyer in compliance with the License agreement. To provide the Buyer with the Buyer gallery services and deferred loading, the content will also be stored in the PHOTOGRAM database indefinitely and displayed to any Buyer, having license for it from the Buyer gallery. PHOTOGRAM company will not use the content for any other purpose other than provision of services to any Buyer, having previously purchased the content through the website. Accepting the present terms, the Seller acknowledges and agrees, that a copy of the content will be stored on the PHOTOGRAM website www.photogram2020.com, along with its meta data, at the time of purchase, including the user name, date, and location associated with the content. The Seller also acknowledges that this measure, necessary for service rendering, does not in any way violate or contradict his rights to privacy and privacy policy.

13. The rules of communication with the Buyer.

13.1 The Seller undertakes to use reasonable endeavours to respond to the Buyers requests regarding available releases and commercial use, as per the conditions described above.

13.2 The Seller undertakes to respond to any queries regarding the ownership of the content, possible infringement of intellectual property rights, verity of meta data provided with the content, and other legal issues, directly to Buyers, other users of the PHOTOGRAM website (POTENTIAL BUYERS) or official authorities.

13.3 The Seller may contact Buyers directly to get any requests regarding the proper use of the content in compliance with the License agreement, possible infringement of intellectual property rights, illegal use, and special requests directly through open access information about the Buyer. The Seller and the Buyer resolved any disputes directly, immediately and without contacting the PHOTOGRAM service.

13.4 At the request of the Buyer, legal authorities, court or any other person interested in his content, the Seller undertakes to provide proof of his proprietary rights to the intellectual property of the content, that he provided for licensing through the PHOTOGRAM website www.photogram2020.com

14. Claims to and from Buyers and compensation for damages.

The Seller undertakes to communicate with Buyers and try to resolve any questions or complaints directly. The Seller undertakes and agrees to indemnify and hold PHOTOGRAM harmless from or against any loss or expense arising out of any dispute, and undertakes not to attempt to involve PHOTOGRAM in any process or dispute.

15. Legislation and taxes.

15.1 Accepting the terms of the present agreement and becoming a Seller, the User assumes full responsibility for compliance with applicable local and international laws when selling his content through the PHOTOGRAM website www.photogram2020.com .

15.2 The Seller acknowledges that he is fully liable for declaring any of his income received through the website www.photogram2020.com and paying all taxes arising in any applicable jurisdiction. The Seller conceives that the income received through the website is part of his regular annual income for tax purposes and may be subject to income tax in his country, as well as sales taxes in jurisdictions his content is provided in. PHOTOGRAM is not liable for collecting any local tax on behalf of the Seller.

15.3 The Seller protects PHOTOGRAM from all claims, presented against PHOTOGRAM, or liability, by acceptance of the present agreement. In other words, the Company is not liable for any loss or damage resulting from ignorance, omission or other inability of the Buyer to pay the relevant income taxes in a timely and appropriate manner.

16. Additional services of the PHOTOGRAM web site www.photogram2020.com .

PHOTOGRAM may offer additional services and fees.

17. Making payments.

17.1 Currently, PHOTOGRAM uses a cryptocurrency wallet TronGate to process all payments. The Buyer creates an account in the wallet, recommended by the service, in advance.

17.2 When using a cryptocurrency wallet, his payment page is launched automatically at the time of content purchase from Sellers on the PHOTOGRAM website. To complete payment, the Buyer shall use his account (e-mail) and password. The Seller account is filled in automatically, thus the Buyer is not required to fill in any payment details. PHOTOGRAM does not guarantee that cryptocurrency

wallet will function under the same process in the future. Therefore, please refer to the wallet TronGate for more information at any time.

17.3 PHOTOGRAM may add other payment methods at its discretion.

17.4 PHOTOGRAM accepts payments only for service provided on the Company PHOTOGRAM LTD.

18. Rules of payment of the PHOTOGRAM services.

18.1 The Company reserves the right to change the cost of services upon notification/message sent by email or posted on the PHOTOGRAM website www.photogram2020.com . Use of the PHOTOGRAM services after such notification/communication implies acceptance of any new terms and conditions.

18.2 Users can delete their PHOTOGRAM account at any time; however, there is no refund for cancelation of the before paid services. In the event that the Company suspends or terminates the account or the present Agreement for any reason, the Users also understand and agree that they will not receive a refund for service payment, for any part of services, any content or data related to the account, or for anything else.

19. Rules for the Buyer to use the PHOTOGRAM content.

19.1 The Buyer guarantees that he will use just the license content in accordance with the License agreement. The sole responsibility of the Buyer is to control the proper use of the license content by himself or on his behalf.

19.2 PHOTOGRAM is not liable for any loss or damage to any person, being the result of the content misuse, violation of the license agreement or violation of any applicable law by the Buyer.

19.3 The Buyer declares, guarantees and undertakes that he (or the individual or legal entity on which behalf he acts) will be the Only User using any content for which a license is purchased in a single deal. Each employee of the company shall have a separate account (attached to the company account) to use the content for company purposes. Even if, according to the user profile, the name on the license is a company name, each employee shall have a separate license to use a separate copy of any content.

19.4 It is banned to copy, email, or otherwise transmit any content between the Users, licensees, or licensee representatives, employees, or agents.

20. Prices and Currencies.

20.1 The common price of a single license for the content purchased through the PHOTOGRAM website starts from 1 Euro for a standard photo and 5 Euros depending on the type of license, content quality, demand for content and additional services added at the discretion of PHOTOGRAM.

20.2 The Buyer pays the cost of the content directly to the content Authors.

20.3 Transactions can be initiated in cryptocurrency or in Euros.

20.4 Under the law "On sale of goods and consumer protection regulations" (remote sale), no refunds or cancellations are stipulated for any purchase of any license by the Buyer. This relates to the fact that the Buyer can use all the purchased content licenses immediately.

21. Returns

Any purchased but unused images, content, subscriptions, etc. will not be returned to the Buyer under any circumstances.

22. Confidentiality

Any information, submitted by the Users or that we collect while the Users utilize the PHOTOGRAM website www.photogram2020.com or services, is subject to the privacy Policy, the terms of which are included in the present terms.

23. Changes on PHOTOGRAM site www.photogram2020.com .

23.1 The Company is of right at any time and at its sole discretion, to make changes or add to the services offered on the PHOTOGRAM website www.photogram2020.com or its mobile applications in order to support and update the resource. The Company notifies the Users of any changes to the present terms of service either by email (to the email address you provided to us on the website) or by posting a notice on the PHOTOGRAM website.

23.2 The User can independently view the latest version of the terms of service on the PHOTOGRAM website www.photogram2020.com . The latest version displayed on the page is current and replaces all previous versions.

24. System errors.

If the site crashes, PHOTOGRAM tries to fix the situation as soon as possible. The Company is not responsible for any bugs in the information technology tools resulting from operation of equipment, that the User utilized to access the PHOTOGRAM site www.photogram2020.com, as well as for failures in performance of Internet service providers.

25. Limitation of liability of the PHOTOGRAM Company.

25.1 The User makes a decision on using the PHOTOGRAM website and its mobile applications services independently.

25.2 The PHOTOGRAM website operates in accordance with the terms of the present Agreement. The Company does not provide any supplementary guarantees or representations with respect to the site, its mobile applications and services they offer, and thereby excludes its liability (to the extent provided by law) with respect to all implied warranties.

25.3 The Company is not liable for any wrongdoing, negligence, loss, damage or failure that the Company cannot envisage currently.

25.4 The Company is not liable for the content of resources that can be accessed through the PHOTOGRAM website www.photogram2020.com or its mobile applications.

26. Breach of Agreement terms.

26.1 The User is liable to reimburse PHOTOGRAM for any costs, claims and expenses (including legal costs) that may arise due to his violation of the Agreement terms.

26.2 The User agrees to protect and defend to the full the interests of the PHOTOGRAM Company, its partners, employees and Directors from any claims, liability, costs, losses and expenses incurred for the below reasons:

26.2.1 User violation of the Agreement terms;

26.2.2 User violations of laws and rights of the third parties;

26.2.3 Access to services of the PHOTOGRAM website www.photogram2020.com received by any other person using the User identification data with or without his permission

26.3 In case the User violates the terms of the Agreement, the Company is of right to:

26.3.1 Notify the User that his actions violate the terms of the Agreement, and request to stop the prohibited acts immediately;

26.3.2 Temporarily suspend the User account;

26.4 Cancel the User account in case of non-compliance with any of the agreement terms.

27. Conclusion and execution of transactions for purchase and sale of photographs by the seller(author) and the buyer, liabilities of the parties to the transaction.

27.1 The deal for the purchase and sale of a photo or service between the Seller and the Buyer is regarded as concluded at the moment of:

27.1.1 pressing the «PURCHASE» button;

27.1.2 Buyer's payment of the amount (for each photo) equal to 1 or 5 Euros.

27.2 Monthly condition for the Buyer account activation, is the mandatory purchase from ten PHOTOGRAM site Users of their photos at a price of 5 Euros for each and payment of PHOTOGRAM service costs in the amount of 10 euros. Monthly costs of each PHOTOGRAM site User are required to maintain activation and use the site in full.

27.3 The Company is not a party to the transaction between the Buyer and the Seller and is not liable for debts of the parties involved in it. All transactions are concluded between the Author (Seller) and the Buyer directly.

27.4 All photos intended for purchase are visible in the Seller personal account in the "Gallery" section. The Buyer selects the photos he liked on his own: one from 7 (seven) Authors (Sellers), offered by the PHOTOGRAM program for mandatory purchases, as well as from 3 (three) any other Authors (Sellers) selected by searching the topics, required for the Buyer.

27.5 Monthly activation of the User is deemed completed after purchase of one photo from each of the 7 (seven) proposed Authors (Sellers) of the PHOTOGRAM service program and 3 (three) selected by the Buyer, as well as after paying for the PHOTOGRAM site service.

27.6 Once purchased, the photos get to the Buyer personal account and are available for use for his personal purposes.

27.7 Payment methods for the purchase of photos and service are limited to the options offered by the company on the PHOTOGRAM website www.photogram2020.com.

28. Affiliate Program.

The high-speed Affiliate Program was developed by PHOTOGRAM specialists to popularize the service and increase opportunities for each of its participants. The program is unique in its accessibility and simplicity. It was created to help everyone to promote the Company services on the world market and make a profit from the sale of their own content. The payment for content shall be made directly from the Buyer to the Author (Seller) to the personal accounts specified during registration.

To make a profit from sale of their works, Users themselves may recommend the PHOTOGRAM service and actively invite friends and acquaintances to sell their own content and the content of other active Users through the website services.

All invited PHOTOGRAM Users shall put up their works for sale and purchase works from other PHOTOGRAM Service Users. All subsequent invitees shall also exhibit their works, invite and

register new Affiliates using their referral link. Now therefore the efficiency and speed of receiving rewards from the sale of both your content and all members of the Affiliate Program shall increase.

With the benefit of such a system, the PHOTOGRAM platform shall be replenished with new and original content every month and the opportunity to promote your thoughts and creative ideas in the personal PHOTOGRAM Blog.

Program definitions:

· **Partner** - a physical or legal entity, posting its content for the purpose of sale on the website www.photogram2020.com, as well as acquiring works of other Affiliates -Authors, participating in the PHOTOGRAM Affiliate Program.

· **Affiliate Program** - a program, that stimulates the system of purchases and sales of content on the PHOTOGRAM platform.

· **Activation cost** -the amount (amount of 60 euros) required to pay/purchase photo works and to participate in the Affiliate Program. This amount shall include the cost of purchasing 10 photo works (at the cost of 5 euros each) from 10 active, monthly activated users of the Affiliate Program and monthly payment of the PHOTOGRAM Company service in the amount of 10 euros.

· **Sector** -a registration table of potential Content Buyers.

· **Referral** - a partner invited to the program, depending on the level of location in the sector.

· **Referral level of the sector** - the level of affiliates' location according to the order of invitation to the program.

28.1. Purchased content shall be paid directly from the buyer to the seller, to the personal accounts specified during registration on the PHOTOGRAM website. (Pay close attention to the correct spelling of personal account numbers!!!).

28.2. To become a member of the Affiliate Program, you shall complete the following steps:

- Complete registration on the PHOTOGRAM website;
- Upload at least 15 (fifteen) personal photos;
- Make a purchase of the necessary content from ten active affiliates at a price of 5 euro per photo (on the terms described in paragraph 27.4 of the User Agreement);
- Pay for the monthly service of the Company in the amount of 10 euro;

28.3 Program affiliates immediately receive 100% payment for the sold content to the accounts or wallets specified during registration on the PHOTOGRAM website. (Pay close attention to the correct spelling of personal account numbers !!!).

28.4 To become a member of the Affiliate Program, you shall complete the following steps:

- Complete registration on the PHOTOGRAM website;
- Upload at least 15 own photo works;
- Make a purchase of the necessary content from ten active affiliates at a price of 5 euro per photo (on the terms described above in paragraph 27.4);
- Pay the amount of 10 euro for the Company service;

28.5 Registration in the Affiliate program is carried out using the referral link or the ID of the User, who made the invitation to participate in the PHOTOGRAM affiliate program.

28.6 The Affiliate program consists of sectors (tables). The number of sectors in the PHOTOGRAM Affiliate Program shall be not limited and shall not depend on the structure depth/width.

28.6.1 Using sector №1 (table), it is possible to track the monthly number of potential Buyers of personal content.

28.6.2 The subsequent sectors (tables) show the number of active referrals who made one-time content purchases. Each time the structure increases by a multiple of 7, new Affiliates on one line down are added the opportunity to participate in the next sector.

28.6.3 All subsequent lower-level Affiliates, who choose to participate in this sector, shall purchase content from higher-level Affiliates in order to activate this particular sector.

Sectors structure:

28.7 Wishing to get additional income from the subsequent lower-level Referrals (below level 8), each Affiliate has the opportunity to start an additional sector. To do this, you need to buy content from ten Users for 5 euros once and pay additionally 10 Euros for the Service to the Company.

28.7.1 The lower-level affiliates will be displayed in subsequent sectors, in the order of the initial registration and as their sectors are activated, according to the order of registration and activation.

28.7.2 All new affiliates are registered in the first sector and transition to subsequent sectors is possible only when a level 8 referral appears in each sector.

28.7.3 Upon transition to the next Sectors, you get the opportunity to increase sales of your content.

28.8 Each Affiliate purchases content for his own use from other Authors (Sellers) and, in turn, all the program Affiliates, invited by him, will also purchase his content. Participants invited by Referrals on all direct branches down (up to level 8) will also purchase the accumulated content from other higher-level affiliates of the Program.

28.8.1 Under the terms and conditions, each affiliate of the Program is liable to buy 10 photos every month: 7 from higher active Affiliates and 3 from any other Program affiliates, according to the chosen subject at the time of purchase.

28.8.2 All lower-level affiliates (up to level 8 in depth) will purchase your content. Thus, the number of photos sold by Program affiliates is not organic and depends on each User of the Program and the content he displayed on the PHOTOGRAM site only.

28.8.3 When the structure is increased (in depth along a straight branch), beyond the 8th lower Affiliate, the 1st Affiliate in this branch can no longer sell his photos.

28.9 Moving to the next sectors is not a compulsory condition of the PHOTOGRAM affiliate program.

28.10 In case the Affiliate has not moved to the next sector, his business position is reserved and retained in this sector, but he does not have the opportunity to sell his content in the new sector. All lower-level affiliates, who have moved to this sector, purchase content from any active User of the PHOTOGRAM site instead of the non-moved higher-level Affiliate.

28.11 As soon as a new Affiliate appears in one of the direct branches of a higher Affiliate at level 8 in this Sector, the next new sector is added to the personal account (in graphical form) with an inactive business place on the first level and with seven empty levels below.

28.12 The User (Program Affiliate) may activate the next sector at any time. After the sector is activated, the Affiliate comes to the 1st level in this sector and herewith does not lose the order of the

previously built structure. When lower-level Affiliates move to the newly activated sector, they get revenue from selling their content in this sector as well.

28.13 When moving to subsequent sectors, the new sector activation principle remains the same.

29. Special conditions to use PHOTOGRAM.

29.1 Profile is activated for selling your content from the moment you purchase the PHOTOGRAM service.

29.2 Monthly activity of the User account is verified by paying for the Company service and purchasing photos from 10 active Users. Payment shall be affected by the 1st day of the following month.

29.3 If no payment is done during the Company service, the account is deactivated.

29.4 Account activity can be restored at any time by paying the company service for the current month and purchasing content from 10 active Users.

29.5 When the account activation is resumed after a break, activation is counted from the moment of purchase of photos from ten Authors and payment of the PHOTOGRAM Company Service

29.6 The Author with inactive account has free access to his Personal account, to his works and the gallery of works he purchased. You can sell your content for 1 Euro upon agreement. Herewith, the User cannot participate in the Affiliate program.

29.7 Participation in the Affiliate program starts with the purchase of photos from 10 active authors and payment for the PHOTOGRAM Company service.

29.8 The User of the Affiliate Program shall upload at least 15 of his own photos to his personal portfolio on a monthly basis in order to maintain the account activity. If the number of photos, specified in the present agreement, is not uploaded to the Portfolio, the lower-level Affiliates will make purchases of photos from other active Authors, selected by the PHOTOGRAM program automatically.

29.9 Subject the User plans to earn consistently from the content sold, it is necessary to upload a sufficient number of photos for purchase to his Portfolio duly and pay for the service rendered on the PHOTOGRAM website www.photogram2020.com on time.

29.10 The User accepts and understands that the Company grants no guarantees whatsoever that the User will earn monetary funds, using the techniques, information and offers, made available on site www.photogram2020.com

29.11 The User understands that any examples or displays, presented on the website, are not a guarantee or assurance of receiving any financial gain. The capacity to earn depends in full on the person, using the PHOTOGRAM website www.photogram2020.com , its services, techniques and ideas. PHOTOGRAM website does not provide or recommend an "income generating scheme" or a "money making scheme".

29.12 The User accepts that its actual success in achievement of results, announced in our materials, depends on many factors: the time you devote to the project, techniques and ideas, own financial resources, experience, skills and knowledge. The company cannot guarantee the results, success, income level or any other result that you count on! Statements on the site indicate our forecasts or expectations regarding future events. The words used, such as "expect", "warning", "estimate", "project", "plan", "intention", and other words, phrases, and similar terms are relevant for description of potential or possible revenues, or other financial indicators. Any provisional statements, used on the

PHOTOGRAM website or on any of our marketing content, express solely our own view of the earning capacity.

29.13 The user should understand that a huge number of factors affect earnings and the actual result. Therefore, own independent research should be performed before starting any activity offered on the site.

30. Risks and consequences of default:

30.1 It is the responsibility of each User (Buyer) to conduct his own due Diligence and investigate all issues related to the purchase of content. The User investigates on his own and is liable for any legal issues that arise. All purchases are based solely on the independent due diligence of the User (Buyer).

30.2 The Buyer conceives that the content provided by the Authors (Sellers) on the PHOTOGRAM website has not been independently verified by the Company specialists. Buyers are invited to consult with the relevant experts on controversial issues of content purchase.

30.3 The Buyer is liable for losses and /or expenses related directly or indirectly to verification of the Author (Seller) copyright for the content. The Buyer agrees to indemnify the Company against any such liabilities, losses and/or costs.

31. Conditions for deactivating (blocking) the user Profile

31.1 The Company may deactivate the User profile for the following reasons (including, but not limited to):

31.1.2 The User specified incomplete and/or incorrect (including spelling errors) contact information

31.1.3 The User login violates the established rules;

31.1.4 The User has multiple profiles;

31.1.5 There has been an actual or nominal change of the profile owner (transfer/sale of registered Accounts is not allowed);

31.1.6 The User performed actions that the Company regards as deception, fraud and/or misleading other Users and the Company;

31.1.7 The User sends spam and other unsolicited messages to other PHOTOGRAM users;

31.1.8 Delay in repayment of debt to PHOTOGRAM;

31.1.9 Failure to comply with the Company requirements under the present Agreement;

31.1.10 The User violates the terms of the present Agreement, including the agreement that caused harm to another User and/or the Company;

31.1.11 Actions/omissions of the User that the Company regards as insulting, slandering, misleading other users, Administrators, harming the commercial goodwill of the Company; use of rude and/or coarse language;

31.1.12 Posts of the User (including those in the process of email correspondence) to other Users, the Company or Employees and information, which the Company regards as the threat of damage, harm to commercial goodwill, property, health of Administrators, Company Employees, or other Users;

31.1.13 In case the competent state authorities present a corresponding request to deactivate the User profile through the established procedure;

31.1.14 presence of a blocked affiliated account. Company defines affiliation between two User accounts based on the following criteria (including, but not limited to): available matches between any profile data, the ip address used to log in to the account, or the password;

31.1.15 to prevent unauthorized access to the User profile and/or minimize the likelihood of actions that the Company may regard as illegal;

31.2 The User is of right to request the Company to unblock the profile by sending an email. The Company decides to unblock the profile within 15 (fifteen) business days from receipt of the application at its sole discretion;

31.3 Profile can be reactivated (unblocked) pursuant to the relevant decision made by the Company only.

32.Liability of the parties to agreement and exemption clauses.

32.1. PHOTOGRAM makes no pretense of the ownership of your content.

32.2 The Seller grants the Company a limited license only so that it can make use of any information or content, provided to PHOTOGRAM solely for the purpose of providing services.

32.3 The Seller grants PHOTOGRAM a non-exclusive (except where expressly agreed otherwise), worldwide, perpetual, irrevocable, free, sub license (through multiple levels) right to exercise the author's rights, public rights, and database rights (but not other rights) that you have in regard of your content, in any media currently known or unknown, in relation to your content.

32.4 The Seller authorizes PHOTOGRAM to store or reformat the content on the website and display it in any way that PHOTOGRAM finds necessary to perform the services and in compliance with the present Terms and/or the terms of use of our partners. PHOTOGRAM will use personal information in compliance with PHOTOGRAM privacy policy.

32.5 PHOTOGRAM makes no control of the content provided by the Users and is not liable for any loss, damage or distress caused directly or indirectly by this content.

32. The Users conceive that there may be risks occurred due to international trade. Utilizing the services, you accept such risks, as well as the fact that PHOTOGRAM Company (its Directors, agents, subsidiaries, joint ventures and employees) is not liable for any actions or omissions of the Users on the PHOTOGRAM site www.photogram2020.com .

32.7 PHOTOGRAM may use the content of its Users for marketing, communication, sharing and posting in a blog or subject-matter galleries on the website www.photogram2020.com .

32.8 PHOTOGRAM does not guarantee that any User content complies with the original terms and conditions. The User is solely liable for the content compliance with the original terms and conditions of its' publishing, selling, or purchasing.

32.9 The Parties shall be liable for non-performance or improper performance of their obligations under the present Agreement under applicable law.

32.10 The User is liable for the accuracy and regulatory compliance of information he provides and the actions that he performs.

32.11 The Company is not liable for the artistic value of the photographs offered for sale on the PHOTOGRAM website, as well as for the legality of displaying them for sale. In case of disputes, the Seller (Author) and the Buyer shall settle them on their own. The Company stays out of the examination of such situations.

32.12 The Company is not a party to the transaction between the Seller (Author) and the Buyer, does not participate in legal relations between them and is not liable for their actions / omissions.

32.13 The Company is not liable for the adequacy of the information posted by the Users on the PHOTOGRAM site www.photogram2020.com , as well as for the legality of its posting.

32.14 The Company is not liable for interruption in services provision caused by technical failures in operation of equipment and software.

32.15 The User undertakes to cumulate independently the income received as a result of transactions on the PHOTOGRAM website www.photogram2020.com and submit reports to the tax authorities pursuant the procedure set out by current legislation, and is liable in case these obligations are not fulfilled. The Company is not liable for such actions of the User.

32.16 The User undertakes to keep secret his / her password and login for entering the User personal account and not to make it available to third parties. In case of password loss, the User undertakes to use the password recovery options or contact the company Administrator for appropriate measures.

32.17 The Company may regard the transfer of login and password data to third parties as fraudulent actions and take measures to prevent these actions as the law permits accordingly.

32.18 The Seller (Author) shall independently control the accuracy of the entered details for payment of photographs.

32.19 The Company is not liable for actions of the third parties, who became aware of the User login and password, as well as for the consequences being the result of it.

32.20 Disputes due to violation (possible violation) of terms of the present Agreement shall be resolved by peaceful settlement. If the dispute cannot be resolved in this way, it is subject to further judicial review under the existing law.

32.21 In the event of disputes between the Users that they were unable to resolve independently, the Company is of right to resolve their dispute within its powers granted under the present Agreement.

32.21.1 The Dispute is resolved by addressing a corresponding request to the parties to the transaction, to which they are liable to respond within the period specified in the request. This decision is final and not subject to further appeal or review within the site www.photogram2020.com

32.21.2 The Company is of right to refuse service to the Users who did not follow the Company instructions to resolve the dispute, and to block the profile, delete it, and terminate the Agreement unilaterally.

32.22 The Company is of right to request information from the Seller about the photos put up for sale, at its sole discretion.

32.23 PHOTOGRAM does not provide any guarantees, representations or conditions, explicit or implied, in relation to the photos displayed by the Seller (Author), including quality.

32.24 The Company is not liable for any possible losses (monetary or reputational) occurred due to use of the PHOTOGRAM site www.photogram2020.com , even if the User notifies the Company about them or even if the Company could have attended the possibility of causing the damage in question.

33. The feedback and comments.

33.1 The User has the option "Submit the review". Thanks to this option, the User can express his own opinion about the photos available on the PHOTOGRAM service, which will be recorded and open for review by other Users.

33.2 Writing a review is a voluntary decision of any User.

33.3 The Review shall contain photo assessment only.

33.4 Reviews, as well as comments to them, can not contain:

- insults, non-literary expressions, curses, swear words, etc.;
- text that is vulgar, obscene, pornographic, or inciting to racism, sexual violence, xenophobia, as well as public conflicts;
- data of the counterparty or other person (first/last name, user name, address, phone numbers, e-mail addresses);
- unreadable signs and symbols;
- reference to the Company and / or its employees;
- advertising texts.

33.5 Leaving a review and/or comment on it, the User is liable for its content.

33.6 PHOTOGRAM does not interfere in the text of reviews and comments, but in some cases has the right to delete or change the review. To be exact, when:

- a review or comment violates the terms of the Agreement;
- the review was erroneous or was left willfully and knowingly to harm the User commercial goodwill (for example, for the purpose of revenge), as indicated by the content of the review, the time of issue, or other facts (at the discretion of the Company);
- the review text doesn't match the type of review (positive, neutral, negative);
- the review text contains characters, making it unreadable;

33.7 PHOTOGRAM makes a decision to interfere with the site www.photogram2020.com User reviews in each individual case.

34. Term of validity, new version of the agreement and terms of its termination.

34.1 The time of conclusion of the present Agreement is the fact that the User uses the Site, or any other program and/or technical devices, enabling display of the site www.photogram2020.com web pages content.

34.2 The present Agreement is valid until one of the parties files for its termination, but in any case until complete fulfillment of its' obligations.

34.3 PHOTOGRAM may change or update parts of this Agreement at any time unilaterally, without prior notice. In this regard, we recommend that you review this Agreement from time to time in order to learn about its changes or updates in time. All changes to the Agreement take effect from the moment they are published.

34.4 In case of disagreement with the amended terms of the Agreement, the User is free to stop using the Site. Further use of the Site after the amended terms of the Agreement take effect shall be considered as full acceptance of the Agreement, regardless of whether the User received a corresponding notification or became aware of the changes from the updated Agreement.

34.5 The User accepts the terms of the amended Agreement through "conditional silence", that is, does not express his desire to terminate the Agreement by his direct actions (for example, by deleting his data and the previously registered account of the User).

34.6 In cases not provided for in the present Agreement or annexes to it, the User undertakes to follow the recommendations, tips and explanations of PHOTOGRAM sent to him personally or by publishing on the site.

34.7 The User is of right to terminate the Agreement unilaterally, declaring the need to terminate the present Agreement by sending an email from the address, linked with the account, with the corresponding text, containing the User name, to the email address office@photogram.com on the PHOTOGRAM website.

34.8 The Company stops providing services to the User within 7 days from the date of receipt of the request, and notifies the User in electronic form by sending a confirmation of the request receipt.

34.9 The User may terminate the present Agreement no earlier than 30 days after completion of the last transaction on the User account. The account should be active at the time of request submitting.

34.10 The User may renew the Agreement and provision of the Company services at any time by submitting a corresponding request to the address office@photogram.com on the FOTOGRAF website.

34.11 User profile is deleted by sending an email to office@photogram.com from the email address linked with the profile and the user name/ login stated.

34.12 The Company is of right to terminate the present Agreement unilaterally in the following cases:

34.12.1 detection of violations of provisions of the present Agreement by the User;

34.12.2 damage or harm to the property and/or health of the Company, the Company employees and/or its Users;

34.12.3 In cases where the User actions (inaction) cause damage or harm to commercial goodwill of the Company or other Users;

34.12.4 In cases of receiving information from the User (including via e-mail) that the Company regards as a threat to damage/ harm the commercial goodwill, property, health of the Company, employees of the Company, or other Users;

34.12.5 financial and other violations on the part of the User.

34.13 In this case the date of termination is the date the Company notifies the User of such termination.

34.14 Provision of services may be resumed only after the Company takes the relevant decision.

35. Photos banned for publication.

35.1 PHOTOGRAM is of right to reject public access to the content, which belongs to the list of banned purchases/sales on the site www.photogram2020.com or does not meet the required quality of photos offered on the site, at the Company discretion.

35.2 PHOTOGRAM website www.photogram2020.com may at any time interfere with the process of buying and selling any content with possible notification of potential contractors, as well as other concerned parties, by any of communication means available.

35.3 Users are of right to report banned content declared on the site for purchase/sale via the feedback form to PHOTOGRAM.

35.4 PHOTOGRAM takes decision to remove content from the website www.photogram2020.com exclusively based on information available from the photo image, without additional questions to the Author (Seller) and/or other persons.

35.5 The Company is not liable subject the decision of PHOTOGRAM to classify the content as banned or of poor quality is recognized wrong later on.