

Terms and Conditions for using the resources
of The Archive of Public Protests

§1

1. Sputnik Photos, registered in Warsaw, postal code 00-891, at ul. Chłodna 20, entered into the Register of Associations of the National Court Register as number 0000254498, hereinafter referred to as "Sputnik Photos", is organising a project called: The Archive of Public Protests, which is an open platform for the distribution of photographs, hereinafter referred to as "Photographs," which are related to social and political tensions that have taken place in Poland after 2015. The Archive is available at: www.archiwumprotestow.pl, hereinafter referred to as the "Archive". The Archive is a non-commercial project.
2. The Photographs have been made available in the Archive, by their authors, for distribution by Sputnik Photos at www.archiwumprotestow.pl.
3. These Terms and Conditions, hereinafter referred to as the "Terms and Conditions", define the manner, mode and scope of using the Photographs on the basis of open licenses by research, academic and educational institutions, creators and other entities, hereinafter referred to as "Users", provided that they are used only for non-commercial purposes. Non-commercial purposes are understood as, inter alia, those wherein there is no possibility to derive material benefits from the use of the Photographs, including charging for their sharing. Editorial entities that would like to use the images should contact A-P-P or the authors directly.
4. For matters not covered by these Terms and Conditions, the provisions of the Civil Code and the Act on Copyright and Related Rights shall apply in particular.
5. By using the Photographs and the Archives, the User accepts the provisions of these Terms and Conditions.
6. In order to use the Archive, the User, when logging in to the Archive, shall provide their name, surname, e-mail address and the name of the institution they represent. Upon logging in, the User is provided with a temporary code by e-mail authorising them to access the Archive.
7. Sputnik Photos reserves the right not to provide the above-mentioned code if there are reasonable doubts that use by the User/s of the Photographs may violate the rights of the authors of the Photographs and the persons shown in them.

§2

1. Photographs will be made available to Users via the address www.archiwumprotestow.pl. Use of the Photographs for non-commercial purposes is completely free. Sputnik Photos reserves the right not to make the Photographs available if there are reasonable doubts that use of the Photographs by the User/s may infringe the rights of the authors of the Photographs and the persons shown in them.
2. If use of the Photographs is to involve their commercial exploitation, consent for their use should be requested directly from their author. In such case, the terms of use of the Photographs shall be determined jointly by the entity using them and their author.
3. The Photographs are works subject to protection set out in the provisions of the Act on Copyright and Related Rights. Their unauthorised use may lead to legal liability for the infringement of proprietary copyrights

and/or moral right

4. Each time the Photographs are used, their authorship should be marked and the source, i.e. the Archive of Public Protests, should be indicated.
5. When using the Photographs, Users may not infringe the moral rights of the authors. This applies in particular to the right to the integrity of the Photographs and the fair use of the Photographs. Essentially, preservation of their integrity and fair use is understood as retaining, via any and all artistic interpretation of the Photographs, their context and social message. The Photographs may not be disseminated in a context that distorts the basic idea of the Archive of Public Protests.
6. The Photographs may not be used in a context that infringes the personal rights of the persons whose image was disseminated on them.
7. Any and all juxtaposition of the Photographs with other works, including textual works, may only take place with respect for the Photographs' integrity and fair use.
8. The User may not make the Photographs available to other entities

§3

Sputnik Photos hereby grants a non-exclusive sublicense, for an indefinite period, to Users to use the Photographs solely for non-commercial use, in the following fields:

- fixing and reproducing via any technique, including printing or digital techniques,
- public performance, exhibition, reproduction, broadcasting,
- publicly making the Photographs available in such a way that anyone may access them when and where they choose (i.e. on the Internet), sharing on social networks, but all of the above activities shall be related to non-commercial activities carried out by the User/s..

§4

1. Sputnik Photos shall not be liable for infringement of third party rights by Users, including the personal rights of persons depicted in the Photographs, through any use of the Photographs contrary to the principles resulting from these Terms and Conditions or the provisions of copyright law and related rights or other legal regulations.
2. The Terms and Conditions come into force on the day of their publication on the Archive's website.
3. In the event any provisions in these Terms and Conditions are found to be invalid, the remaining provisions of the Terms and Conditions shall remain in force, unless the circumstances indicate that without the affected provisions, the Terms and Conditions are invalid.
4. The law applicable when resolving any conflicts related to the use of the Archive is Polish law. Any disputes related to the use of the Archive shall be settled by competent Polish "common courts" ("sądy powszechne").
5. The name of the Archive, the layout of the Archive and the content (verbal and graphic) posted on the Archive's pages are protected by law..