Conditions of Use

Effective as of 1 November 2018

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1. The company OUTLOOKMOVIE s. r. o., VAT registration number: 271 88 957, having its registered office at Kříženeckéhonáměstí 322/5, 152 00 Prague 5, registered with the City Court of Prague under number C 103070 (hereinafter referred to only as a "licence provider"), is the author of the OutlookMovie application (hereinafter referred to only as" the application ").

2. The conditions of use are defined according to the spirit of Article § 2373 art. 1 of the Czech Civil Code.

3. The licence provider shall provide the licence for any project (a film, series, a short film or a commercial) for the web application (hereinafter referred to only as "licence") for an unlimited duration or a duration that is limited according to the chosen license.

4. The payment of the licence shall be settled on the basis of the invoice issued within 15 days of its establishment. If the customer does not pay the licence amount in a timely manner, the licensee has the right to cancel the license.

5. The license is exclusively assigned to a project (a film, series, a short film or a commercial), unless a specific contract is concluded mentioning other conditions of use.

6. If the customer intends to abandon the project and transfer it to another entity (a production company in the most common case) which would pay for it and complete it, then the customer can only make the application available to the successor with the prior written consent of the licence provider. The agreement of the licence provider according to this article is understood to be an agreement to the transfer of the license to a third party (§ 2364 of the Czech Civil Code).

7. It is recalled that each licence is exclusive to each project (a film, series, a short film or a commercial). Consequently, the supplier reserves the right to bar access to a licence, without prior notice to the customer, if there is any abuse of use for a third party project.

8. The customer is not required to use the licence. The prohibitions mentioned in Article 7 remain the same, however. In this case, the customer is not entitled to reimbursement of the amount paid to obtain the licence.

9. The territorial scope of the licence is not limited. The customer has the right to use the licence wherever he or she wishes, and the licence provider's rights are in no way territorially limited either.

10. The customer is solely responsible, as administrator, for personal data and means of processing personal data in connection with the use of the application. It manages itself, or delegates under its authority the databases stored in the application and defines the access rights for the sharing of these data.

11. The licence provider acts as processor of the personal data which the customer enters into the application, and this as a tenant of the server operated by the company IGNUM, s.r.o., VAT registration number: 26159708 (other processor of personal data) on which these data are saved. The licence provider is obliged to comply with the instructions of the customer regarding the processing of personal data, and is also obliged, by order of the customer, to transmit personal data on an information storage medium to the latter and / or delete the data from the server. The licence provider will continue to provide the customer with the necessary support for the realisation of the data rights. The customer is informed and agrees that the company IGNUM, s.r.o. will be the other processor of the personal data as the lessor of the capacity of the server on which the personal data are saved. The licence provider is allowed to use a server from another lessor; he is then obliged to inform the customer. The license provider is responsible to the customer for maintaining the accessibility, integrity and confidentiality of the saved data; he is obliged to take the necessary organisational and technical measures (including the obligation of discretion of the persons who, for the needs of the licence provider and possibly for those of the lessor, by himself or in agreement with the lessor of the capacity of the server, have knowledge of personal data). In case of non-compliance with the maintenance of accessibility, integrity and the confidentiality of the saved data, the supplier of the licence is obliged to inform the customer of this in a timely manner, with all the details set out in Article 33 of the GDPR. It will provide the necessary assistance for any procedure or action to the Authority in charge of the protection of personal data or any other supervisory authority within the European Union.

12. If the customer is a physical person, the licence provider is the administrator of his personal data as part of the licensing contract relationship. The processing of the customer's personal data in connection with the granting of the licence and the management and realisation of the rights of the licence provider is based primarily on the legitimate interest of the licence provider in knowing the identity of the customer. However, the anonymity of the contract relationship is also excluded, taking into account the obligations of the licence provider as processor of the personal data, within the meaning of Article 12, to the customer. If the customer is a corporate entity, the licence provider processes the personal data of the persons who negotiate with the supplier on behalf of the customer. The processing of the personal data of the customers by licence provider relates and is limited to the negotiation, the signature and the preservation of the licence contracts (documents relating to their signature and possibly to their completion) and to the realisation of the rights deriving therefrom. The licence provider shall mention the customers in its published references only with their agreement.

13. The rights and obligations arising from the licence contract are governed by the Czech substantive law. In the event of any dispute between the two parties to the contract, the competent local court shall be responsible for judging and deciding on the matter.