

LICENSE TERMS

This document (hereinafter also “Terms”) covers the standards for downloading and using two-dimensional and three-dimensional object models, photos, images, textures, drawings, or other graphic files (hereinafter also “Models”), which can be downloaded from the website of BESOLUX, which is available at the following address: www.micadoni.com (hereinafter also “Website”).

By downloading the Models from our Website, you are agreeing to being licensed under the standards established in these Terms, which is why it is recommended that you read them carefully.

1. The Licensor is BESO LUX Spółka z ograniczoną odpowiedzialnością with its registered seat in Łódź at the address of ul. Łąkowa 7A/E, 90-562 Łódź, entered in the register of entrepreneurs of the National Court Register by the Regional Court for Łódź-Śródmieście in Łódź, XX Commercial Division, under the number KRS 0000689756, REGON (national business register number): 367958776, NIP (taxpayer identification number): 7292718480, share capital PLN 5000. Within these Terms, we also refer to ourselves as BESOLUX or simply as “us”, “our”, “us”, etc.
2. The Licensee is someone (natural person, legal entity, unincorporated legal entity) downloading the Models from the Website. In scope of these Terms, we also address Licensees directly as “You”, “Your”, etc.
3. Downloading the Models from the Website requires registration of a User Account in our Website in accordance with the provisions of its Terms and Conditions.
4. The Models subject to licensing are available from the Website. We reserve the right to alter the range of Models available for downloading from the Website at any time.
5. When the Licensee downloads a Model (Models) from the Website, the Licensor grants the Licensee a free, global, and non-exclusive license for display, public presentation and playback, distribution, and multiplication of the Models in order to include them or use the Model (Models) in the Licensee’s materials (both paper and digital), including catalogues, sketches, interior arrangement or architectural projects, articles, or portfolios (hereinafter: “Materials”), used and distributed in scope of the business or professional activity of the Licensee.
6. The Licensee undertakes to use the Models exclusively under the standards established in these Terms. Specifically, the Licensee does not have the right to:
 - 6.1. claim authorship of the Models;
 - 6.2. grant sublicenses for the Models or take any legal action aimed to transfer any rights to the Models;
 - 6.3. collect any fees from third parties in exchange for using the Models;
 - 6.4. manufacture or sell any products created based on the Models or their patterns.

7. The Licensee does not have the right to exercise derivative rights to the Models. Specifically, the Licensee is not authorised to use and administer products of the Models. The Licensee cannot make any changes, modifications, alterations (etc.) to the Models and include such products of the Models in the Licensee's Materials.
8. When the Licensee's Materials include the Models, the Licensee shall establish that BESOLUX holds the proprietary copyrights to the Models and specify the Model brand (if the Model brand is established by the Licensor).
9. In every instance, the Licence is granted indefinitely upon downloading of the Model by the Licensee from the Website, individually for each Model downloaded by the Licensee. We reserve the right to revoke (terminate) the license granted to the Licensee with immediate effect for legitimate reasons, specifically when the Licensee should breach the provisions of these Terms. The Licensee can be notified of having the license revoked by e-mail. In the event of having the license revoked, the Licensee undertakes to remove the Models from the Licensee's Materials.
10. Matters not regulated by these Terms are subject to the appropriate provisions of Terms and Conditions of the Website. In the event of any discrepancies between the Content of the Terms and Conditions of the Website and these Terms, the provisions of these Terms are superior.
11. We reserve the right to amend these Terms at any time for legitimate reasons. We shall notify the Licensee of any amendments to the Terms at least 7 days in advance. If the Licensee does not object towards the planned amendments (specifically by continuing to use the provided Models), the amendments are considered as approved.
12. The Licensee is not authorised to transfer the rights resulting from the granted license without prior consent of the Licensor.
13. These Terms and the license granted to the Licensee are governed by the provisions of Polish law. Any potential disputes concerning the license shall be settled by Polish courts with jurisdiction over the registered seat of BESOLUX.

INFORMATION CLAUSE FOR LICENSEES

This document (hereinafter also “Clause”) covers the standards of processing of personal data of Licensees by BESOLUX in scope of downloading and using the Models from our Website by Licensees.

Capitalised terms not defined in this Clause hold the same meaning as that established in the License Terms.

1. The Controller of personal data is BESO LUX Spółka z ograniczoną odpowiedzialnością with its registered seat in Łódź at the address of ul. Łąkowa 7A/E, 90-562 Łódź, entered in the register of entrepreneurs of the National Court Register by the Regional Court for Łódź-Śródmieście in Łódź, XX Commercial Division, under the number KRS 0000689756, REGON (national business register number): 367958776, NIP (taxpayer identification number): 7292718480, share capital PLN 5000. In this Clause, we are referred to as “BESOLUX”, “Controller”, or “Licensor”.
2. Contact information of the Controller:
 - a) correspondence address: ul. Łąkowa 7A/E, 90-562 Łódź
 - b) contact telephone number: +48 662 151 499
 - c) contact e-mail address: administration@besolux.com
3. The Licensee’s personal data will be processed for purposes and in periods as follows:
 - 3.1. in order to grant the license to the Licensee by the Licensor (legal grounds: performance of a contract – GDPR art. 6 section 1 point b) – throughout effectiveness of the license,
 - 3.2. in order to establish, defend against, or pursue claims resulting from the license granted to the Licensee (legal grounds: legitimate interests pursued by the Controller – GDPR art. 6 section 1 point f) – no longer than until expiration of the claims resulting from the granted license.
4. Provision of personal data is strictly voluntary (contractual requirement), but required in order for the Licensor to grant the license to the Licensee. Refusing to present personal data shall prevent the license from being granted.
5. The Licensee has the right to request the Controller to access the Licensee’s personal data, rectify it, remove it, restrict its processing, object towards its processing, as well as the right to data portability and the right to file a complaint to the supervisory authority.
6. The Licensee’s personal data will not be shared with third parties or third countries. The Licensee’s personal data will not be processed automatically.