

# “PHOTOGRAPHYBYMARIASAVIDIS.COM” CONTENT LICENSE AGREEMENT

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This is a license agreement between you and “PhotographybyMariaSavidis.com” that explains how you can use photos from “PhotographybyMariaSavidis.com”. By downloading content from “PhotographybyMariaSavidis.com”, you accept the terms of this agreement.

You are welcome to use **WATERMARKED** content from the “PhotographybyMariaSavidis.com” site on a complimentary basis.

Rights and restrictions for watermarked content

1. The watermark must remain intact.
2. Photos are not to be altered.
3. Photos can be used in blogs, including reviews in tripadvisor and google.
4. Perpetually, meaning that there is no expiration or end date for your rights to use this content,
5. Non-exclusive, meaning others can also use this content.
6. Unlimited, meaning you can use watermarked photos for as many projects as you wish.

## Purchased content

Photos that are downloaded for a fee will not have a watermark prominently across the center. They will have a small unobstructive digital signature with a copyright notice. You may use this content in any way that is not restricted (see Restricted Uses below). Subject to those restrictions and the rest of the terms of this agreement, the rights granted to you by “PhotographybyMariaSavidis.com” are:

1. Perpetual, meaning there is no expiration or end date on your rights to use the content.
2. Non-exclusive, meaning that you do not have exclusive rights to use the content. PhotographybyMariaSavidis.com” can license the same content to other customers.
3. Limited meaning you can use the content in a limited number of projects and media.

For purposes of this agreement, "use" means to copy, reproduce, print or display.

Please make sure you read the Restricted Uses section below for exceptions.

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## Restricted Uses (applies to both watermarked and purchased content)

### No Unlawful Use

You may not use content in a pornographic, defamatory or other unlawful manner.

### No Commercial Use of "Editorial Use Only" Content

You may **NOT** use content marked "editorial use only" for any commercial, promotional, advertorial, endorsement, advertising or merchandising purpose. This type of content is not model or property

released and is intended to be used only in connection with events that are newsworthy or of general interest (for example, in a blog, textbook, newspaper or magazine article).

**No Standalone File Use.** You may not use content in any way that allows others to download, extract, or redistribute content as a standalone file (meaning just the content file itself, separate from the project or end use).

### **No Use in Trademark or Logo**

You may not use content as part of a trademark, design mark, tradename, business name, service mark, or logo.

### **Sensitive Use Disclaimer Required**

You may NOT use content that features models or property in connection with a subject that would be unflattering or unduly controversial to a reasonable person (for example, sexually transmitted diseases).

### **No False Representation of Authorship**

You may not falsely represent that you are the original creator of a work that is made up largely of licensed content. For instance, you cannot create a painting based solely licensed content and claim that you are the author.

### **No Products for Resale**

You may not use content in connection with any goods or services intended for resale or distribution where the primary value lies in the content itself including, without limitation, cards, stationery items, paper products, calendars, apparel items, posters (printed on paper, canvas, or any other media), DVDs, mobile applications or other items for resale, license or other distribution for profit. This includes "on demand" products (meaning products in which content is selected by a third party for customization on such product on a made-to-order basis), including, without limitation, postcards, mugs, t-shirts, posters and other items (this includes the sale of products through custom designed websites, as well as sites such as zazzle.com and cafepress.com)

### **No Electronic Templates**

You may not use content in electronic or digital templates intended for resale or other distribution (for example, website templates, business card templates, electronic greeting card templates, brochure design templates).

The rights granted to you are non-transferable and non-sublicensable, meaning that you cannot transfer or sublicense them to anyone else.

Please note that seat/user restrictions apply. You may only use the content with appropriate amount of users, as explained below.

The license is for a single user.

This means that only one person (the same person) may access, license and use the content.

If you need more than a single user to access the content:

You would purchase a license for each individual.

Number of Permitted Users

If "PhotographybyMariaSavidis.com" determines that you are in breach of this or any other term of this agreement, it may seek further legal remedies.

## **Intellectual property rights.**

### **Content Ownership**

All of the licensed content is owned by either "PhotographybyMariaSavidis.com" or the artists who supply the content. All rights not expressly granted in this agreement are reserved by "PhotographybyMariaSavidis.com" and the content suppliers.

### **Attribution**

Photo credit is needed for commercial use as well as for editorial purposes. You must include the following credit adjacent to the content or in visual production credits:

"PhotographybyMariaSavidis.com".com/Artist's Member Name."

## **Termination/Cancellation/Withdrawal**

### **Termination**

This agreement is effective until it is terminated by either party. You can terminate this agreement by ceasing use of the content and deleting or destroying any copies. "PhotographybyMariaSavidis.com" may terminate this agreement at any time if you fail to comply with any of the terms, in which case you must immediately: cease using the content; delete or destroy any copies; and, if requested, confirm to "PhotographybyMariaSavidis.com" in writing that you have complied with these requirements.

### **Social Media Termination**

If you use the content on a social media platform or other third party website and the platform or website uses (or announces that it plans to use) the content for its own purpose or in a way that is contrary to this agreement, this agreement shall immediately terminate.

## **Refunds/Cancellation**

### **NONE**

**File Download Refunds** - "PhotographybyMariaSavidis.com" does **NOT** offer refunds or re-credits for downloaded files. File returns will only be considered based on technical issues with the file at the sole discretion of "PhotographybyMariaSavidis.com".

All requests for refunds/cancellations must be made in writing. If the request is approved, "PhotographybyMariaSavidis.com" will issue a credit to your account or credit card. In the event of cancellation, your rights to use the content terminate, and you must delete or destroy any copies of the content.

### **Content Withdrawal**

"PhotographybyMariaSavidis.com" may discontinue licensing any item of content at any time in its sole discretion.

## **Representations and Warranties**

"PhotographybyMariaSavidis.com" makes the following representations and warranties:

### **Warranty of Non-Infringement**

Except with respect to content identified as "editorial use only," your use of the content in accordance with this agreement and in the form delivered by "PhotographybyMariaSavidis.com" will not infringe on any copyright, moral right, trademark or other intellectual property right and will not violate any right of privacy or right of publicity; and all necessary model and/or property releases for use of the content in the manner authorized by this agreement have been obtained.

### **"Editorial Use Only" Warranty Disclaimer**

For content identified as "editorial use only," "PhotographybyMariaSavidis.com" warrants that the content will not infringe on any copyright or moral right of the artist, but it does not grant any right or make any warranty with regard to the use of names, people, trademarks, trade dress, logos, registered, unregistered or copyrighted designs, works of art or architecture depicted or contained in the content. In such cases, you are solely responsible for determining whether release(s) is/are required in connection with your proposed use of the content identified as "editorial use only," and you are solely responsible for obtaining such release(s). You acknowledge that no releases are generally obtained for content identified as "editorial use only," and that some jurisdictions provide legal protection against a person's image, likeness or property being used for commercial purposes when they have not provided a release.

### **Caption/Metadata Disclaimer**

While we have made reasonable efforts to correctly categorize, keyword, caption and title the content, "PhotographybyMariaSavidis.com" does not warrant the accuracy of such information, or of any metadata provided with the content.

No Other Warranties. Except as provided in the "warranty of non-infringement" section above, the content is provided "**AS IS**" without representation, warranty or condition of any kind, either express or implied, including, but not limited to, implied representations, warranties or conditions of merchantability, or fitness for a particular purpose. "PhotographybyMariaSavidis.com" does not represent or warrant that the content will meet your requirements or that its use will be uninterrupted or error free. Photography by Maria Savidis is **NOT** responsible for print-quality of the downloaded files.

### **Indemnification/Limitation of Liability.**

Indemnification of "PhotographybyMariaSavidis.com" by you. You agree to defend, indemnify and hold harmless "PhotographybyMariaSavidis.com", and content suppliers, from all damages, liabilities and expenses (including reasonable outside legal fees) arising out of or in connection with any breach or alleged breach by you (or anyone acting on your behalf) of any of the terms of this agreement.

Indemnification of you by "PhotographybyMariaSavidis.com". Provided that the content is only used in accordance with this agreement and you are not otherwise in breach of this agreement, and as your sole and exclusive remedy for any breach of the warranties set forth in Section 9(a) above, "PhotographybyMariaSavidis.com" agrees, subject to the terms of this Section 10, to defend, indemnify and hold harmless you, your corporate parent, subsidiaries and affiliates, and each of your respective officers, directors and employees from all damages, liabilities and expenses (including reasonable outside legal fees) arising out of or in connection with any breach or alleged breach by "PhotographybyMariaSavidis.com" of its warranty in Section 9(a) above. This indemnification does not apply to the extent any damages, costs or losses arise out of or are a result of modifications made by you to the content or the context in which the content is used by you. This indemnification also does not

apply to your continued use of content following notice from "PhotographybyMariaSavidis.com", or upon your knowledge, that the content is subject to a claim of infringement of a third party's right.

### **Limitation of Liability**

"PHOTOGRAPHYBYMARIASAVIDIS.COM" WILL **NOT** BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES, COSTS OR LOSSES ARISING OUT OF THIS AGREEMENT, EVEN IF "PHOTOGRAPHYBYMARIASAVIDIS.COM" HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY.

### **General Provisions**

#### **Assignment**

This agreement is personal to you and is not assignable by you without "PhotographybyMariaSavidis.com"'s prior written consent. "PhotographybyMariaSavidis.com" may assign this agreement, without notice or consent, to any corporate affiliate or to any successor in interest, provided that such entity agrees to be bound by these terms.

#### **Audit/Certificate of Compliance**

Upon reasonable notice, you agree to provide to "PhotographybyMariaSavidis.com" sample copies of projects or end uses that contain licensed content, including by providing "PhotographybyMariaSavidis.com" with free of charge access to any pay-walled or otherwise restricted access website or platform where content is reproduced. In addition, upon reasonable notice, "PhotographybyMariaSavidis.com" may, at its discretion, either through its own employees or through a third party, audit your records directly related to this agreement and your use of licensed content in order to verify compliance with the terms of this agreement. If any audit reveals an underpayment by you to "PhotographybyMariaSavidis.com" of five percent (5%) or more of the amount you should have paid, then in addition to paying "PhotographybyMariaSavidis.com" the amount of the underpayment, you also agree to reimburse "PhotographybyMariaSavidis.com" for the costs of conducting the audit. Where "PhotographybyMariaSavidis.com" reasonably believes that content is being used outside of the scope of the license granted under this agreement, you agree, at "PhotographybyMariaSavidis.com"'s request, to provide a certificate of compliance signed by an officer of your company, in a form to be approved by "PhotographybyMariaSavidis.com".

#### **Electronic storage**

You agree to retain the copyright symbol, the name of "PhotographybyMariaSavidis.com", the content's identification number and any other information that may be embedded in the electronic file containing the original content, and to maintain appropriate security to protect the content from unauthorized use by third parties. You may make one (1) copy of the content for backup purposes.

#### **Governing Law/Arbitration**

This agreement will be governed by the laws of the State of New Jersey, U.S.A., without reference to its laws relating to conflicts of law. Any disputes arising from or related to this agreement shall be finally settled by binding, confidential arbitration by a single arbitrator selected using the rules and procedures for arbitrator selection under the Commercial Rules of the American Arbitration Association ("AAA") or of the International Centre for Dispute Resolution ("ICDR") in effect on the date of the commencement of arbitration (the applicable rules to be at your discretion) to be held in one of the following jurisdictions (whichever is closest to you): Seattle, Washington; New York, New York; Los Angeles, California;

London, England; Paris, France; Frankfurt, Germany; Tokyo, Japan; or Singapore. The arbitration proceedings shall be conducted in English and all documentation shall be presented and filed in English. The decision of the arbitrator shall be final and binding on the parties, and judgment may be entered on the arbitration award and enforced by any court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not govern this agreement. "PhotographybyMariaSavidis.com" shall also have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against you in the event that, in the opinion of "PhotographybyMariaSavidis.com", such action is necessary or desirable. The parties agree that, notwithstanding any otherwise applicable statute(s) of limitation, any arbitration proceeding shall be commenced within two years of the acts, events or occurrences giving rise to the claim.

### **Severability**

If one or more of the provisions in this agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions should not be affected. Such provisions should be revised only to the extent necessary to make them enforceable.

### **Waiver**

No action of either party, other than express written waiver, may be construed as a waiver of any provision of this agreement.

### **Entire Agreement**

No terms of conditions of this agreement may be added or deleted unless made in writing and accepted in writing by both parties, or issued electronically by "PhotographybyMariaSavidis.com" and accepted in writing by you. In the event of any inconsistency between the terms of this agreement and the terms contained on any purchase order sent by you, the terms of this agreement will apply.

### **Notice**

All notices required to be sent to "PhotographybyMariaSavidis.com" under this agreement should be sent via email to Maria@"PhotographybyMariaSavidis.com".com. All notices to you will be sent via email to the email set out in your account.

### **Taxes**

You agree to pay and be responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the license granted to you, or of your use of the licensed content.

### **Licensing Entity**

The licensing entity under this agreement is determined based on your billing address and shall be as set out on your invoice.

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Photos are **NOT** to be used for commercial purposes. Each license allows user to print up to 5 copies of the digital media and to make one backup copy.