

TERMS AND CONDITIONS OF CONTENT LICENSE AGREEMENT

This Agreement governs the terms by which you may use stock photographic, illustrations, animations, video, footage, and other media on Shashphotography.com or otherwise made available by Shashphotography (the "Site").

Written: Effective 7th June 2016

1. Background of Agreement

- a) By selecting the correct box at the end of this Agreement and selecting "I Agree" or otherwise signifying your acceptance, you accept this Agreement and agree to be bound by its provisions. If you are accepting on behalf of your employer, client or other entity, you represent and warrant that you have full legal authority to bind your employer, client or such other entity. If you do not have such authority or you do not accept or agree with these terms, do not accept this Agreement and do not download the Content.
- b) In this Agreement: (i) "you" means you or, if you are accepting on behalf of your employer, client, then "you" means that employer, client or entity; (ii) "Shashphotography" or "we" means the party identified as provider of "Content"; and (iii) "Content" means any photographic image, illustration, animation, Flash file, film or video footage, visual representation generated optically, electronically, digitally or by any other means or in any media or other material that you are downloading from the Site, together with any accompanying material.
- c) This Agreement is set up as a user-determined document where you will choose to enter into one of the licenses namely (i) Standard; (ii) Extended; (iii) Multiseat

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Subject to the Prohibited Uses in Section 4 below and the termination provisions in Section 6, Shashphotography hereby grants to you a perpetual, non-exclusive, non-transferable, non-sublicensable license to download and copy the accompanying Content (the "Permitted Use(s)"). All other rights in and to the Content, including, without limitation, all copyright and other intellectual property rights relating to the Content, are retained by Shashphotography or the supplier of the Content, as the case may be.

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- Non-exclusive, meaning that you do not have exclusive rights to use the Content. Shashphotography can license the same Content to other customers.
- The rights granted to you are non-transferable and non-sublicensable, meaning that you cannot transfer or sublicense them to anyone else. There are two exceptions:

- ✓ Employer or client. If you are purchasing on behalf of your employer or client, then your employer or client can use the Content. In that case, you represent and warrant that you have full legal authority to bind your employer or client to the terms of this agreement. If you do not have that authority, then your employer or client may not use the Content.
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Please note that seat/user restrictions apply.

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2. Extended License: In any manner permitted under a Standard License with commercial use, without any limitation on the number of reproductions, impressions, or budget, single seat/ single user

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- a. In any manner permitted under a Standard License, without any limitation on the number of reproductions, impressions, or budget;
- b. Incorporated into merchandise or promotional items for sale or distribution (collectively "Merchandise"), including, without limitation, textiles, artwork, magnets, wall-art, calendars,

toys, stationery, greeting cards, and any other physical reproduction for resale or distribution, provided that such Merchandise incorporates material creative or functional elements apart from Content.

- c. In wall art (and without requiring further creative or functional elements) for decorative purposes in a commercial space owned by you or your client, and not for sale.
- d. Incorporated as elements of digital templates for sale or distribution.

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“Single Seat/ Single User” means either:

1. one film,
2. one episode of a show or documentary,
3. one advertisement or promotion,
4. one podcast, or
5. background music for one website,

regardless of the number of times the Work is used or broadcast.

4. Prohibited Uses

4.1 General Restrictions

General restrictions are applicable to all the licenses that have been listed in this agreement.

- a) No Unlawful Use. You may not use Content in a pornographic, defamatory or other unlawful manner.
- b) Sensitive Use Disclaimer Required. If you 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), you must indicate: (1) that the Content is being used for illustrative purposes only, and (2) any person depicted in the Content is a

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- c) 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.
- d) 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).
- e) No use of the Content in a fashion that is considered by Shashphotography (acting reasonably) as or under applicable law is considered pornographic, obscene, immoral, infringing, defamatory or libellous in nature, or that would be reasonably likely to bring any person or property reflected in the Content into disrepute;
- f) To the extent that source code is contained within the Content, you may not reverse engineer, decompile, or disassemble any part of such source code;
- g) You may not remove or modify any notice of copyright, trademark or other proprietary right, or any other copyright management information or metadata, from any place where it is on or embedded in the Content;
- h) You may not sub-license, re-sell, rent, lend, assign, gift or otherwise transfer or distribute the Content or the rights granted under this Agreement;
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- l) You may not use the Content for editorial purposes without including the following credit adjacent to the Content or in audio/visual production credits: "@Shashphotography.com/Artist's Member Name";
- m) If the Content is reproduced on a social media platform or other third party website, (i) the rights granted herein shall automatically be revoked in the event that the platform website seeks to exploit purported rights to the Content contrary to the terms of this Agreement, and (ii) in such event, upon Shashphotography's request, you shall remove any Content from such platform or website.

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- b) Unless you purchase an extended license, you may not use or display the Content on websites or other venues designed to induce or involving the sale, license or other distribution of “on demand” products (eg. products in which Content is selected by a third party for customization of such product on a made to order basis) including, without limitation, postcards, mugs, t-shirts, posters and other items (this includes custom designed websites, as well as sites such as zazzle.com and cafepress.com);
- c) Unless you purchase an extended license, you may not use the 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, stationary items, paper products, calendars, apparel items, posters (printed on paper, canvas or any other media) or other items for resale, license or other distribution for profit;
- d) You may not use any of the Content as part of a trade-mark, design-mark, trade-name, business name, service mark, or logo;
- e) Unless you purchase an extended license, you may not incorporate the Content in any product that results in a re-distribution or re-use of the Content (such as electronic greeting card web sites, web templates and the like) or is otherwise made available in a manner such that a person can extract or access or reproduce the Content as an electronic file;
- f) Single-seat unless you buy multi-seat license. Refer to Section 3 for Single-seat/ Single-user restrictions.

4.2 Extended License

- a) Single-seat unless you buy multi-seat license. Refer to Section 3 for Single-seat/ Single-user restrictions.

5. Multiseat License

If you need Multiseat Standard or Multiseat Extended license, contact us at enquiry@shashphotography.com. Terms and conditions stipulated for single seat Standard and Extended licenses will be applicable to Multiseat Standard and Extended Licenses, respectively.

6. Term of Agreement

- a) This Agreement is effective until it is terminated. You can terminate this Agreement by destroying the Content and any Permitted Derivative Works, along with any copies or archives of it or accompanying materials (if applicable), and ceasing to use the Content for any purpose. The Agreement also terminates without notice from Shashphotography: (i) if at any time you fail to comply with any of the terms of this Agreement. Upon termination, you must immediately cease using the Content for any purpose; destroy or delete all copies and archives of the Content or accompanying materials; and, if requested, confirm to Shashphotography in writing that you have complied with these requirements.

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- c) Upon notice from Shashphotography, or upon your knowledge that any Content is subject to a threatened, potential or actual claim of infringement of another's right for which Shashphotography may be liable, you must immediately and at your own expense (i) stop using the Content; (ii) delete or remove the Content from your premises, computer systems and storage (electronic or physical); and (iii) ensure that your clients, printers or ISPs do likewise. Shashphotography shall provide you with replacement Content (which shall be determined by Shashphotography in its reasonable commercial judgment) free of charge, but subject to the other terms and conditions of this Agreement.

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8. Your Indemnification

You agree to indemnify, defend and hold Shashphotography, its affiliates, its Content providers and their respective directors, officers, employees, partners and agents (collectively, the “Shashphotography Parties”) harmless from and against any and all claims, liability, losses, damages, costs and expenses (including reasonable legal fees on a solicitor and client basis) incurred by any Shashphotography Party as a result 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.

9. General Provisions

- a) Shashphotography’s failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.
- b) This Agreement is personal to you and is not assignable by you without Shashphotography’s prior written consent. Shashphotography may assign this Agreement without your consent to any other party so long as such party agrees to be bound by its terms.
- c) No terms or conditions may be added or deleted unless made in writing and either accepted in writing by an authorized representative of both parties or issued electronically by Shashphotography and accepted in writing by your authorized representative.
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- e) Any use of Content in a manner not expressly authorized by this Agreement constitutes copyright infringement, entitling Shashphotography to exercise all rights and remedies

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- f) 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 Content, pursuant to this Agreement.

10. Contact

If you have concerns relating to this Agreement, please contact Shashphotography at enquiry@shashphotography.com.

11. Acknowledgement

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