



Lines+Angles, Inc.

Terms and Conditions

Last Updated: July 1, 2021

This is a legal AGREEMENT ("AGREEMENT") between you ("LICENSEE") and Lines+Angles, Inc. ("COMPANY"). These terms and conditions apply to all Lines+Angles, Inc. Content rights granted, quotes, deliveries, Invoices, website use and electronic transmissions. Please review the following prior to accessing or using the website, downloading any Content, or placing an order or request for Content usage rights.

Section 1: Definitions

"Content" means all types of media including but not limited to photographic images, film or video material, original digital files or their duplicates, color transparencies, black and white or color prints, negatives, slides, film copies, print-outs, drawings, illustrations, graphics, audio products, text, recipes and/or accompanying nutritional information, articles, software, paintings, video and frames from video and composites and shall include keywords, descriptions, credits and captions associated therewith, and the selection and arrangement thereof.

"Invoice" means the AGREEMENT provided by COMPANY or an authorized distributor, that includes among other terms, the permitted scope of use of the Content selected, any limitations on the use of the Content and the license fee that corresponds to the use. The Invoice shall be incorporated into this AGREEMENT and all references to the AGREEMENT shall include the Invoice.

Section 2: Use of Website

Personal data regarding LICENSEE is collected, processed, and stored by COMPANY and its affiliates and is used for informational purposes only. Refer to COMPANY'S privacy policy for additional information regarding collection, use and disclosure of personal information. LICENSEE is obligated to provide complete and accurate information upon website registration requests and to keep that information updated regularly.

COMPANY'S website contains links to other websites outside of COMPANY'S control. COMPANY will not be held liable for any Content or functions resulting in LICENSEE losses in using these websites and LICENSEE is obligated to indemnify COMPANY against any such claims.

All elements of the website and all Content contained therein is owned by COMPANY, its licensors or its third-party Content partners and is protected by copyright, trade dress, trademark and other laws relating to the protection of intellectual property.

Section 3: Grant of Rights

Limited Use License: unless stated otherwise in the Invoice, COMPANY grants to LICENSEE a non-exclusive, non-sub-licensable and non-assignable right to reproduce, display, broadcast, transmit or create a derivative work (collectively "use") the Content identified in the Invoice, solely to the extent the use is explicitly stated in the Invoice. If LICENSEE is obtaining rights on behalf of a client, LICENSEE may permit the client to exercise the rights granted, provided the client or any subcontractor or employee agrees to use the Content as limited in the Invoice and agrees to be bound by these terms and conditions. Notwithstanding the foregoing, LICENSEE and client remain jointly liable and responsible for all uses. No ownership or copyright in any Content shall transfer to LICENSEE by the grant of the license contained in Invoice or these terms and conditions. All rights not expressly granted to the LICENSEE are reserved to COMPANY and/or the copyright holder. Additional licensing terms may apply to Content distributed from external collections. Applicable EULAs for external collections are available at <https://www.imageprofessionals.com/terms>.

Section 4: Restrictions as to Use

The use of the licensed Content is strictly limited to the type, medium, period, print run, placement, size of Content, territory and any other restrictions specified in the Invoice. LICENSEE may not use nor permit the use of the licensed Content beyond the terms of the Invoice without first obtaining an additional license, including any electronic reproduction or promotional rights. LICENSEE may not use any Content in a manner that is defamatory, pornographic, libelous, or obscene, whether directly or in context or juxtaposition with specific subject matter. LICENSEE may not incorporate the licensed Content in any logo, trademark, or service mark. LICENSEE may not archive, reproduce, or transmit any Content on any database or to a network or bulletin board or otherwise distribute or allow any of the Content to be distributed to or used by anyone other than the authorized users, without prior written consent from COMPANY. LICENSEE may not sublicense, sell, assign, convey or transfer any of its rights granted. LICENSEE may not sell, license, or distribute its final product

in such a way that permits LICENSEE'S end users to extract or access the Content as a stand-alone file, nor may they distribute, post or upload Content online in a downloadable format. LICENSEE may not use the Content contrary to any restriction on use provided to LICENSEE prior to or at the time the Content is delivered to LICENSEE. Restrictions on use may be provided with the Content information located on COMPANY'S or any authorized distributor's website or otherwise communicated. LICENSEE may not use any of the Content in any manner prohibited by any export laws, restrictions, or regulations.

Section 5: Sensitive Use Disclaimer

LICENSEE may not use the Content in any manner that would be deemed offensive to the depicted models. Offensive uses include but are not limited to the use of any Content that involves or implies illegal activities, adverse medical conditions or procedures, other adverse health or mental health issues, substance abuse, welfare, or economic aid, dating agencies, sex, gender identity, teen pregnancy, abortion, adoption, political or religious affiliation, smoking or alcohol usage, feminine hygiene, incontinence, or impotence. If any Content featuring a model is used in (i) a manner that would lead a reasonable person to believe that the model personally uses or endorses a product or service; or (ii) in connection with a subject that would be unflattering or controversial to a reasonable person, LICENSEE must accompany each such use with a conspicuous statement that indicates that the person so pictured is a model and the Content is used for illustrative purposes only. COMPANY will not be held liable for any violation of these personal rights, and LICENSEE is obligated to indemnify COMPANY, Inc. against any such claims.

Section 6: Editorial Credit

If any Content is used in an editorial manner, the credit line, "COMPANY/Photographer's name," must appear adjacent to the Content or as otherwise indicated by COMPANY. It is understood that Content used for advertising purposes does not require credit.

Section 7: Releases/Captions

COMPANY will notify LICENSEE if it has obtained a model release and/or a property release for Content in the release status information accompanying the Content on COMPANY'S website. If no such notification is given, then no such model or property release has been obtained. COMPANY grants no rights and makes no warranties regarding the use of names, people, goods, trademarks, trade dress, registered, unregistered, or copyrighted designs or

works of art or architecture, decorations, artistic designs, or recipe creations depicted in any Content. LICENSEE shall be solely responsible for determining whether a release is sufficient for the proposed use or is required in connection with any proposed use of such Content. LICENSEE acknowledges that some jurisdictions provide legal protection against a person's image, likeness or property being used for commercial purposes without their consent. COMPANY used commercially reasonable efforts to identify the caption and keywords for each image but cannot be held responsible for erroneous or incomplete caption or keyword information.

Section 8: Termination and Revocation

COMPANY reserves the right to automatically terminate accounts and terminate or revoke licenses granted without notice if LICENSEE or its client fails to comply with any provision of this AGREEMENT. Upon termination, LICENSEE and its client must immediately stop using the COMPANY website and the Content and must delete the Content and all copies from all media and destroy all other copies. COMPANY reserves the right to discontinue the use of any Content for any reason and elect to replace the Content with alternate Content. Upon notice of any discontinuance of the use of Content, LICENSEE, its employer, and its client, if applicable, agree not to use the Content in the future.

Section 9: Electronic Storage

For all Content that LICENSEE takes delivery of in electronic form, LICENSEE must retain the copyright symbol, the name of COMPANY, the COMPANY identification number and all metadata associated with the Content which may be included as part of the electronic file. LICENSEE will take all reasonable measures to safeguard against unauthorized third-party access to the Content. LICENSEE may make one (1) high resolution backup copy of the Content for security reasons only. Upon the expiration of license terms, LICENSEE shall promptly delete the Content from its computer or other electronic storage systems and shall ensure that any client authorized to use the Content also deletes the Content.

Section 10: Payment Terms and Cancellation Policy

No licenses are fully granted until complete payment of COMPANY'S Invoice is received. When credit terms have been specifically agreed directly between COMPANY and LICENSEE, payment of COMPANY'S Invoice is to be net thirty (30) days. Any claims for adjustment or rejection of terms must be made to COMPANY within seven (7) days after receipt of Invoice.

An administration fee of US \$50 will be charged for any cancelled Invoice. No cancellations, credits or refunds are available for any cancellation request received after 30 days from receipt of Invoice, nor are they available for any custom photo and/or video productions or custom text/writing services. No cancellations, credits or refunds are available for any Content obtained via online sale.

Section 11: Warranty and Disclaimers

COMPANY warrants that: (i) it has all necessary rights and authority to license and provide Content, to enter and perform this AGREEMENT; and (ii) the Content will be free from defects in material and workmanship for 30 days after delivery of Content. LICENSEE's sole and exclusive remedy for a breach of this warranty being the replacement of the Content.

COMPANY makes no other warranties, express or implied, regarding the Content, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. COMPANY shall not be liable to LICENSEE or any other person or entity for any general, punitive, special, indirect, consequential, or incidental damages, or lost profits or any other damages, costs or losses arising out of LICENSEE'S use of the Content or otherwise, even if COMPANY has been advised of the possibility of such damages, costs, or losses. COMPANY'S maximum liability arising out of or in connection with LICENSEE'S use of or inability to use the Content (whether in contract, tort or otherwise) shall, to the extent permitted by law, be limited to the value of the license paid by the LICENSEE for the Content, including conflicting exclusive use licenses granted. The representations and warranties made by COMPANY in this AGREEMENT apply only to the Content as delivered by COMPANY and will be invalid if the Content is used by LICENSEE in any manner not specifically authorized in this AGREEMENT or if LICENSEE is otherwise in breach of this AGREEMENT.

Section 12: Indemnity

LICENSEE shall defend, indemnify and hold COMPANY and its parent, subsidiaries, affiliates, licensors, agents, independent contractors, third party information providers and their respective officers, directors and employees harmless from all claims, damages, liabilities and expenses (including but not limited to reasonable attorneys' fees and costs), arising out of or connected with any actual or threatened lawsuit, claim or legal proceeding relating to the use of or inability to use Content or use of or inability to use website or breach of this AGREEMENT or violation of any rights of another by LICENSEE.

Section 13: Unauthorized Use

Any use of Content in a manner not expressly authorized by this AGREEMENT or in breach of a term of this AGREEMENT constitutes copyright infringement, entitling COMPANY to exercise all rights and remedies available to it under copyright laws around the world. LICENSEE shall be responsible for any damages resulting from any such copyright infringement, including any claims by a third party.

Section 14: Miscellaneous

Jurisdiction and Attorney's Fees: All disputes, except for copyright claims, arising out of, under or in connection with this AGREEMENT, including, without limitation, the validity, interpretation, performance, and breach hereof, shall be settled by arbitration in the State of Maine pursuant to the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in the highest court of the forum, State or Federal, having jurisdiction. This AGREEMENT, its validity and effect, shall be interpreted under and governed by the laws of the State of Maine. If LICENSEE is an agent for or an employee of a non-U.S. Company but operates in a place of business in the United States or its territories, LICENSEE expressly agrees that any dispute regarding this contract shall be adjudicated within the United States in the manner described here. Copyright claims shall be brought to the Federal Court having jurisdiction. LICENSEE agrees to be subject to the jurisdiction of the Federal Court of the State of Maine. If COMPANY is caused to present claims or suit because of any breach of the above terms set forth, it shall be made whole for such reasonable legal fees or costs by LICENSEE.

No Assignment: These terms and conditions are not assignable or transferable on the part of LICENSEE.

No Waiver: No action of COMPANY, other than express written waiver, may be construed as a waiver of any provision of this AGREEMENT. A delay on the part of COMPANY in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies. A waiver of a right or remedy on any one occasion will not be construed as a bar to or waiver of those rights or remedies on any other occasion.

Entire AGREEMENT: This AGREEMENT and the Invoice contains all the terms of the AGREEMENT between COMPANY and LICENSEE and no term or conditions may be added or deleted unless made in writing. In the event of any inconsistency between the terms contained herein and the terms contained on any purchase order or other writing sent by LICENSEE, the terms of this document shall govern.

Updates to terms: COMPANY reserves the right to update terms and conditions and pricing at any time, without notice to LICENSEE. Access and use of website after such updates shall

be considered an acceptance of the updated terms and conditions, and pricing. The date of the most recent update will appear at the top of this document.

© 2021 Lines+Angles, Inc. All rights reserved.