THE DESIGN DEPT. PARTNERS LLC USER LICENSE

Please read the terms of this License since it is a legal agreement and some restrictions will apply.

Your Right to Use

Once licensed, all of the Design Dept. images are royalty-free, but only up to the limits of uses identified herein. We have endeavored to ensure that all of the images will not infringe any copyright, or other rights such as moral rights, or any right of privacy or publicity.

The Design Dept. LLC - Simple License

Quick View - Permitted Uses	
Advertising use in newspapers, magazine, or other printed materials	Allowed, up to 499,999 impressions
Web and other digital advertisements	Allowed
Printed promotional items including product packaging, catalogue and brochure uses, promotional greeting cards and postcards and promotional posters	Allowed, up to 499,999 impressions. Resale or licensed uses not permitted
Corporate or "industrial" film and video presentations	Allowed
Commercial film, motion picture, movie or theatrical presentation	Yes, but only straight to digital and only up to 499,999 CD/DVDs. Cable and/or film type theatrical releases require an additional license
Books and book covers, CD & DVD covers and labels	Allowed, up to 499,999 impressions
Editorial uses: printed magazines, newspapers, editorials, newsletters	Yes, up to 499,999 impressions. The credit notice "© Design Dept. Partners, LLC" must accompany your use.
Prints and posters or other stationery items and other reproduction for personal or internal business use	Allowed, up to 499,999 impressions. Resale or licensed uses not permitted
Items for resale, including prints, posters, calendars, mugs, notebooks, note pads, computer accessories, t-shirts, games, etc.	Not Permitted

Quick View - Permitted Uses

Digital templates for remote access, and resale on websites, brochures, business cards, electronic greeting cards and other remotely accessible product creation methods.

Not Permitted

Install Images in more than one location at a time or multiple servers.

Not Permitted

License Restrictions

The following uses are not permitted.

Online or remotely accessible "print or create-on-demand" products, such as e-greeting card, or other create on demand goods and or other create on demand products

Use in or as or as part of any logo or trademark

Pornographic, scandalous, defamatory, obscene or libelous works

Use that infers or otherwise attempts to depict the personal endorsement by the model

Use that depicts model in a personally sensitive manner such as, but not limited to, use to demonstrate mental or physical health issues, substance or drug abuse, criminal behavior, any form of sexual activity or preference without a disclaimer stating that the image is a model depiction only.

You may not sub-license, give away, share or otherwise transfer the Design Dept. images

For the complete list of Restrictions to Use, read the Design Dept. License Agreement. If you have questions, please contact Support at hellodesigndept@gmail.com.

IMAGE LICENSE AGREEMENT

This Agreement governs the terms of the Design Dept. rights to use stock photographic content provided by Design Dept. (the "Site"). This Image License Agreement is additional to the Terms of Use applicable to the Site and/or downloading Images from the Site. In the event of any inconsistency between this Agreement and the Terms of Use, which is incorporated into this Agreement by reference, the terms of this Agreement shall govern.

1. Background

- (a) This Agreement contains important information relating to the provisions that affect your rights and obligations. By agreeing or otherwise signifying your acceptance, you expressly accept the terms and conditions of this Agreement either for yourself or on behalf of your employer or the entity that is identified as the Licensee and agree to be bound by its provisions. If you are accepting on behalf of a third party, you expressly represent and warrant that you have full legal authority to bind your employer or such other entity. If you do not have such authority or you do not accept or agree with these terms, do not accept the Agreement and do not download the Design Dept. images.
- (b) In this Agreement: (i) "you" or "Licensee" means you or, if you are accepting on behalf of a third party, then "you" means that person or entity and their affiliates; (ii) "Design Dept." or "we" means Design Dept. Partners LLC, the operator of the Site; and (iii) "Content" or "Image" means any photographic image, created 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.

2. License Terms

- (a) We hereby grant to you, subject to the restrictions identified herein, a perpetual, non-exclusive, non-transferable worldwide license to use the Images for the Permitted Uses (as defined below). Unless the activity or use is a Permitted Use, you may not engage in the use. All other rights in and to the Images, including, without limitation, all copyright and other intellectual property rights relating to the Images, are retained by Design Dept. and/or it's licensors or the owner of the Images.
- (b) You may only use the Images for those advertising, promotional and other specified purposes which are Permitted Uses (as defined below). You may not use the Images in products for resale, license or other distribution, unless (i) the proposed uses are otherwise permitted by an additional license; or (ii) if the original image has been substantially and fundamentally modified or otherwise transformed such that it constitutes a new and original work entitling the author or artist to copyright protection under applicable law, and where the primary value of such transformed or derivative work is not recognizable as the original Design Dept. image and provided that the new content using the Images cannot be downloaded, extracted or accessed by a third party as a stand-alone image (satisfaction of these conditions will constitute the work as a "Permitted Derivative Work" for the purposes of this Agreement). For the purposes of clarity, you cannot modestly or superficially modify the Design Dept. image, print it on a t-shirt, make it remotely accessible, use in a poster, template or other item, sell it to others for consumption, reproduction or re-sale. These uses are not permitted as or constitute Permitted Derivative Works. If there is any doubt that a work is a Permitted Derivative Work, you should contact Support at hellodesigndept@gmail.com and purchase a special license. Any use

of the images that is not an expressly Permitted Use you hereby agree shall constitute infringement of copyright causing monetary damages to Design Dept.

- (c) Seat Restrictions. Only the Licensed Party is permitted to use the Design Dept. images. You may transfer files containing the Images or Permitted Derivative Works to your clients, printers, or ISP for the purpose of reproduction as one or more of the Permitted Uses, provided that such parties do not have further rights to use or otherwise exploit the Images. You may not provide, allow or otherwise grant access or the ability to extract access to the Image file from any materials that You provide to any third party. You may install and use the Images in only one location at a time, although subject to the Prohibited Uses and the other terms of this Agreement, you are entitled to exercise the Permitted Uses an unlimited number of times. You may physically transfer the Image files and any archives from one location to another provided such use results in all Permitted uses from the new location. If you require the Image to be in more than one location or accessible by more than one person; you must secure a multi-seat license. You may make one (1) copy of the Images solely for back-up purposes, and you must reproduce all notices on the back-up copy.
- (d) Permitted Uses. Subject to the restrictions described under Prohibited Uses below, the following are "Permitted Uses" of the Design Dept. images:
 - 1. Subject to the volume limitations identified herein, advertising and promotional projects, including printed materials, product packaging, presentations, film and video presentations, commercials, catalogues, brochures, promotional greeting cards and promotional postcards, provided that such products are not for resale or license;
 - 2. entertainment applications, such as books and book covers, magazines, newspapers, editorials, newsletters, and direct to CD/DVD uses. Other uses such as video, broadcast and other form of theatrical presentations require the purchase of a special license;
 - 3. on-line or electronic publications;
 - 4. prints, posters (i.e. a hardcopy) and other reproductions for personal use or promotional purposes specified in (1) above. Other uses for resale, license or other distribution require the purchase of a special license; and
 - 5. any other uses approved in writing by Design Dept.

If there is any doubt that a proposed use is a Permitted Use, you should Design Dept. Support at hellodesigndept@gmail.com for assistance.

4. Standard License Prohibitions

- (a) Prohibited Uses. You may use the Design Dept. Images in a manner that is not expressly permitted in the preceding section or permitted by another or additional license. For the purposes of clarity, the following are "Prohibited Uses;" you may not:
 - use the Images in design template applications intended for resale, whether on-line or not, including, without limitation, website templates, Flash templates, business card templates, electronic greeting cards or print on demand greeting card templates, and brochure design templates;
 - use or display the Images on websites or other venues designed to induce or involving the sale, license or other distribution of "on demand" products, including postcards, mugs, t-shirts, goods for sale, posters and other items (this includes custom designed websites, as well as sites such as www.cafepress.com or www.zazzle.com);

- 3. use the Images in any posters (printed on paper, canvas or any other media) or other items for resale, license or other distribution for profit;
- 4. use any of the Images as part of, as the sole element or in any trade-mark, service mark, design-mark, trade-name, business name or logo;
- 5. incorporate the Images in any product that results in a re-distribution or re-use of the Images (such as electronic greeting card web sites, web templates, etc.) or is otherwise made available in a manner such that a person can extract, "hack" or otherwise access or reproduce the Images electronically:
- 6. use the Images in a manner that is may be deemed or otherwise considered pornographic, obscene, immoral, infringing, defamatory or libelous in nature, or that would be reasonably likely to bring any person or property reflected in the Images into disrepute;
- 7. use or display any Image that features a model or person in a manner (a) that may induce any person to think or believe that the model depicted in the Design Dept. Images, uses or personally endorses any business, product, service, cause, association or other endeavour; or (b) except where accompanied by a statement that indicates that the Image is being used for illustrative purposes only and that the Image is a Model Depiction, any use of an Image that depicts or casts the model shown in the Design Dept. Image in potentially sensitive subject matter, including, but not limited to mental and physical health issues, social issues, sexual or implied or inferred sexual activity or preferences, substance abuse, crime, physical or mental abuse or ailments, or any other subject matter that would be reasonably likely to be offensive or unflattering to any person reflected or associated with the Image use;
- 8. to the extent that any code or source code is contained within or associated with the Image, you may not reverse engineer, decompile, or disassemble any part of such computer code;
- 9. remove any notice of copyright, trademark or other proprietary right from any place where it is on or embedded in the Image or the data associated with the Image;
- 10. sub-license, re-sell, rent, lend, assign, give away or otherwise transfer or distribute the Images or the rights granted under this Agreement;
- 11. install and use the Images in more than one location at a time or post a copy of the Image on a network server or web server for use by other users;
- 12. use or display the Images in an electronic format that enables it to be downloaded or distributed via mobile devices or shared in any peer-to-peer, torrent or similar file sharing arrangement;
- 13. use the Images for editorial purposes without including the following credit adjacent to the Images or in audio/visual production credits: "© Design Dept. Partners, LLC;
- 14. reproduce, either individually or in combination with others, reproduce the Images, or an element of the Images, in excess of 499,000 times without obtaining an additional license; or
- 15. If the Images are reproduced on a social media platform or other third party website, (i) the rights granted herein shall terminate in the event that the platform website seeks to exploit purported rights to the Images contrary to the terms of this License Agreement, and (ii) in such event, Firebox's request, you shall remove any Images from such platform or website.

5. Excess Reproduction Run

You expressly agree to notify Design Dept. in the event that you (or a combination of you and others involved with you) reproduce the Images, or an element of the Images in excess of 499,000 uses. Such disclosure notice must be sent to Design Dept. each and every month after

which the Images have been reproduced in aggregate over the term of this Agreement in excess of 499,000 uses. Each such notice must contain the number of reproductions made in the particular reported month; provided however the first such notice will only be require disclosure of those reproductions which are in excess of 499,000. Design Dept. will invoice you for the fees associated with such excess use and you agree to pay such invoice within 30 days of receipt. You expressly agree that the waiver or failure of Design Dept. to invoice you for any excess uses shall not be construed or enforced as a continuing waiver of the obligation to license and pay for excess uses.

6. Term of Agreement

- (a) This Agreement is effective until it is terminated. You may terminate this Agreement by destroying the Images and any Permitted Derivative Works, together with any copies or archives of it or accompanying materials (if applicable), and ceasing to use the Images for any purpose and notifying Design Dept. of such actions and your intent to terminate. The Agreement shall also terminate without obligation of notice from Design Dept. if at any time you fail to comply with any of its terms or conditions of this License. Upon termination, you must immediately (i) cease using the Images and for any purpose; (ii) destroy or delete all copies and archives of the Images and accompanying materials; and (iii) if requested, confirm to Design Dept. in writing that you have complied with these requirements.
- (b) Design Dept. reserves the right, but not an obligation to, at a later date to revoke or amend the license granted by this Agreement, replace the Images with an alternative image for no or any reason whatsoever. Upon notice, sent to the address or contact information provided by, or such other address as you may advise Design Dept. in writing to use, from time to time, of such replacement, the license for the replaced Images immediately terminates a right to use the Images in uses or products that do not already exist, and this License automatically applies to the replacement Images, if any. You agree not to use the replaced Images, if any or any Permitted Derivative Works, for future uses and/or products and to take all commercially reasonable steps to discontinue use of the replaced Images, or any Permitted Derivative Works, in products that already exist.
- (c) Upon notice from Design Dept., or upon your knowledge that any Images are subject to a threatened, potential or actual claim of infringement of another's right for which Design Dept. may be liable, you must immediately and at your own expense (i) stop using the Images; (ii) delete or remove the Images from your computers, servers, premises, computer systems and storage (electronic or physical); and (iii) ensure that your clients, printers or ISPs do likewise. Design Dept. shall provide you with replacement Images (which substitutions shall be determined by Design Dept. in its reasonable commercial judgment) free of charge, but which shall subject to the other terms and conditions of this Agreement.

7. Representations and Warranties

(a) Design Dept. warrants that, (i) your use of the Design Dept. Images in accordance with this Agreement and in the form delivered by Design Dept. 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 (ii) all necessary model and/or property releases for use of the Images in the manner authorized under this Agreement have been obtained. You acknowledge that that some jurisdictions provide legal protection against a person's image, likeness or property being used

in a manner that violates personal or civil liberties for which they have or have not provided a release.

- (b) While we have made reasonable efforts to correctly categorize, keyword, identify, caption and title the Images, Design Dept. does not warrant the accuracy of such information. Additionally, Design Dept. does not warrant the accuracy of any metadata that may be provided with the Images or the Design Dept. site.
- (c) OTHER THAN AS EXPRESSLY PROVIDED IN SECTION 7(a), THE IMAGES ARE PROVIDED "AS IS" WITHOUT REPESENTATION. WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. DESIGN DEPT. DOES NOT REPRESENT OR WARRANT THAT THE IMAGES WILL MEET YOUR REQUIREMENTS OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE USE OF THE IMAGES IS SUITABLE WITH YOUR COMPUTER SYSTEMS, INTERNET BROWSERS OR OTHER METHODS OR TECHNOLOGIES ASSOCIATED WITH DIGITAL TRANSMISSION OF IMAGES ON THE INTERNET. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE IMAGES IS WITH YOU. SHOULD THE IMAGES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE RISK AND COST OF ALL NECESSARY CORRECTIONS. YOU AGREETHAT DESIGN DEPT.'S SOLE LIABLITIY SHALL BE LIMITED TO REPLACING THE IMAGES. IN PARTICULAR AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IF YOU ARE DOWNLOADING IMAGESTHAT IS IN A FLASH FORMAT OR FILE (WHETHER .SWF OR OTHERWISE), EXCEPT AS EXPRESSLY PROVIDED HEREIN, DESIGN DEPT. MAKES NO REPRESENTATION OR WARRANTY RESPECTING SUCH IMAGES WHATSOEVER, WHETHER AS TO OWNERSHIP, TECHNICAL OR LEGAL COMPLIANCE, OR OTHERWISE.
- (d) Certain jurisdictions do not allow the exclusion of implied warranties, accordingly, the exclusion may not apply to you. You have specific rights under this warranty, but you may have others, which vary from jurisdiction to jurisdiction.

8. Indemnification and Limitation of Liability

IN NO EVENT SHALL DESIGN DEPT. PARTNERS LLC OR ANY OF ITS AFFILIATES OR CONTENT PROVIDERS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE IMAGES, OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE. NO ACTION, REGARDLESS OF FORM OR NATURE, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY OR ON BEHALF OF YOU MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION FIRST AROSE. YOU HEREBY EXPRESSLY WIAVE ANY OTHER OR ADDITIONAL STATUTE OF LIMITIONS TERMS.

- (d) NOTWITHSTANDING ANY OTHER TERM HEREIN, DESIGN DEPT. SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR LOSSES ARISING AS A RESULT OF MODIFCATIONS MADE TO THE IMAGES BY YOU OR THE CONTEXT IN WHICH THE IMAGES ARE USED BY YOU.
- (e) NOTWITHSTANDING ANY OTHER TERM OR CONDITION IN THIS AGREEMENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF DESIGN DEPT. UNDER THIS AGREEMENT AND ANY OTHER AGREEMENT UNDER WHICH YOU HAVE LICENSED THE SAME IMAGES, REGARDLESS OF THE SIZE, OR THE USE OR EXPLOITATION OF ANY OR ALL OF THE IMAGES IN ANY MANNER WHATSOEVER AND THE OBLIGATION OF FACBOX UNDER THIS AGREEMENT SHALL BE LIMITED TO THE REPLACEMENT OF THE LICENSED IMAGES.
- (f) SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, ACCORDINGLY, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

9. Your Indemnification

You expressly agree to indemnify, defend and hold harmless Design Dept. Partners LLC, its affiliates, its Image providers and their respective directors, officers, employees, shareholders, partners and agents (collectively, the "Design Dept. 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) 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.

10. General Provisions

- (a) You specifically agree and acknowledge that you have, in addition to the terms of this Agreement, reviewed the terms of the Membership Agreement and Terms of Use and any other agreements which may be incorporated by reference therein, and to the extent of their incorporation in this Agreement you agree to be bound by them.
- (b) The waiver or failure of Design Dept. to insist upon or otherwise seek to enforce strict performance of any provision of this Agreement shall not be construed as an ongoing or permanent waiver of any provision or right.
- (c) This Agreement is personal to you and is not assignable by you without Design Dept.'s prior written consent. Design Dept. may assign this Agreement without your consent to any other party so long as such party agrees to be bound by its terms.
- (d) If all or part of any provision of this Agreement is wholly or partially unenforceable by a court of competent jurisdiction, the parties or a court of competent jurisdiction, shall replace the unenforceable terms with enforceable terms.
- (e) You agree to pay and be responsible for any and all laws regarding your exportation of technology, 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 Images, pursuant to this Agreement.

(f) This Agreement will be governed under the laws of the State of New York, USA as they apply to contracts entered into and wholly performed therein and without reference to conflicts of laws principles or the conflict of laws principles of any other jurisdiction. You expressly agree to the personal jurisdiction of the state and Eastern or Southern Federal District Courts located in the State of New York and you further expressly waive any defenses related to the choice of law or the selection of forum herein. This Agreement shall not be governed by or enforced under the the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. You consent to service of any notice or process upon you by registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information provided by you at the time the Images was downloaded, or such other address as you may advise us in writing to use, from time to time.

11. Contact

If you have concerns relating to this Agreement, please contact Design Dept. at: hellodesigndept@gmail.com.

12. Acknowledgement

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND HAD AN OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO AGREEING TO IT. IN CONSIDERATION OF DESIGN DEPT. AGREEING TO PROVIDE THE IMAGES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND DESIGN DEPT., WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND DESIGN DEPT. RELATING TO THE SUBJECT OF THIS AGREEMENT.

© Design Dept. Partners, LLC. All rights reserved.