

Dear Sowarstock Customer:

This Content License Agreement (the "Agreement") is entered between you (either an individual or an entity) and Sowarstock, a company incorporated under the laws of Wyoming, United States of America with its filing ID 2017-000774677 (the "Sowarstock") for the use of the services provided by Sowarstock located at Sowarstock.com. Your use of the Sowarstock Services and Content (as defined below) is subject to this Agreement. By accessing or using the Services provided by Sowarstock you acknowledge that you have read this Agreement, understand it, and you represent and warrant that you have the right, authority and capacity to enter into this Agreement and agree to be bound by its provisions. If you do not agree with all of the provisions of this Agreement, do not access and/or use the Services.

## 1. DEFINITIONS

- 1.1 **"Services"** means the content provided by Sowarstock and consists of the website and related materials at the domains of Sowarstock.com.
- 1.2 **"Image(s) or Content"** means photographs, vectors, drawings, artworks and the like available for license from the Sowarstock website.
- 1.3 **"Use"** means to copy, reproduce, modify, edit, synchronize, perform, display, broadcast, publish, or otherwise make use of.
- 1.4 **"Non-exclusive"** means that you do not have exclusive rights to use the content. Sowarstock can license the same content to other customers.
- 1.5 **"Editorial Use Only"** Content. The Editorial Use Only license means that the image can only be used for non-commercial purposes. This type of content is not a model or property released and is intended to be used only in connection with the events that are newsworthy or of general interest (for example, in a blog, textbook, newspaper or magazine article).
- 1.6 **"Perpetual"** means there is no expiry or end date on your rights to use the content.
- 1.7 The **"Role"** a Content plays in an item is determined by the value the Content adds to the item and how much the Content influences a

customer's decision to choose this particular item among similar items.

- 1.8 **A "Major Role":** A Content is considered to play a Major Role in an item if the Content is a primary, defining, or important part of the item, increases the intrinsic value of the item, or influences a customer's preference for this particular item.
- 1.9 **A "Minor Role":** A Content is considered to play a Minor Role in an item if the Content is an incidental part of the item, does not add significant value to the item and does not influence a customer's preference for this item.
- 1.10 **"Appearance"** means the appearance measure per click, or appearance measured by suspected number of audience, or viewers if displayed in an event or public areas.
- 1.11 **"Free Distribution"** means the Content will be shared with a large audience without establishing any commercial revenue.

## 2. USAGE RIGHTS / TYPE OF LICENSES

- 2.1 Sowarstock offers two types of licenses: Standard and Extended. Every file downloaded from Sowarstock comes with a Standard License. An Extended License gives you additional rights in exchange for an additional license fee. Unless you purchase an Extended License, your use of the Content is subject to the Standard License terms.
- 2.2 Subject to your compliance with the terms of this Agreement, we hereby grant you a non-exclusive, perpetual, worldwide, non-sublicensable, non-transferable license to use, reproduce, modify or display the Content, subject to the restrictions in Section 3.
- 2.3 The work you produce with the Content must be used for you, your direct employer, client, or customer, who must be the final user of the work. You agree to take all reasonable actions to prevent third parties from duplicating or reusing the Content. If you become aware of any unauthorized use of any of the Sowarstock content, please notify us via email at [support@sowarstock.com](mailto:support@sowarstock.com).
- 2.4 Examples of how you can use our Content include: websites; blog posts; advertisements; marketing campaigns; corporate presentations; newspapers; magazines; books; film and television productions; web and mobile applications; product packaging.

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

### 3. RESTRICTED USES

- 3.1 No Unlawful Use. You may not use our Content in a pornographic, defamatory or other unlawful manner.
- 3.2 No Commercial Use of "Editorial Use Only" Content. You may not use the Content marked as "editorial use only" for any commercial, promotional, advertorial, endorsement, advertising or merchandising purpose. This type of Content is not a 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).
- 3.3 No Standalone File Use. You may not use our Content in any way that allows others to download, extract, or redistribute the Content as a standalone file (meaning just the Content file itself, separate from the project or end use).
- 3.4 You may NOT USE any Content on any third party social media website or platform (a "Social Media Platform"), if such Social Media Platform claims to acquire rights contrary to this Agreement as a result of such use. In such event, you will promptly remove the Content from the Social Media Platform upon our request.
- 3.5 No Use in Trademark or Logo. You may not use the Content as part of a trademark, design mark, tradename, business name, service mark, or logo.
- 3.6 Sensitive Use Disclaimer Required. Without prior written permission from Sowarstock, you shall NOT use the 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). Even if you have that consent from Sowarstock you must indicate: (1) that the Content is being used for illustrative purposes only, and (2) any person depicted in the Content is a model. For example, you could say: "Stock photo. Posed by model." No disclaimer is required for "editorial use only" Content that is used in an editorial manner.
- 3.7 No False Representation of Authorship. You may not falsely represent that you are the original creator of the work that is made up mostly of the licensed Content. For instance, you cannot create a painting based solely licensed Content and claim that you are the author.
- 3.8 Non-Transferable Restriction. You may NOT sell, rent, loan, give, sublicense, or otherwise transfer to anyone, the Content or the right to use the Content. You may NOT share any Content by providing access to such Content on shared disk drives, computer networks, servers, cloud network or other intranets of any nature or otherwise. You may however, transfer the Content to a third party for the sole purpose of causing such third party to produce and/or manufacture your goods incorporating the Content subject to the terms and conditions herein.

## 4. THE STANDARD LICENSE

- 4.1 A MINOR ROLE. The Standard license allows you to use the downloaded Content for unlimited times if the Content plays a Minor Role in the item, product, or project and did not add a significant (big) value to it.
- 4.2 A MAJOR ROLE / PRODUCT FOR RESALE. The Standard license allows you to use the downloaded Content UP TO 10 TIMES for the creation of Items for Resale in which the Content plays a major role in the item and adds value to it.
- 4.3 A MAJOR ROLE / FREE DISTRIBUTION. The Standard license allows you to use the downloaded Content UP TO 1000 TIMES for the creation of Items for Free Distribution in which the Content plays a major role in the item and adds value to it.

Uses	Limitations on Copies/ Appearance/Prints
A MINOR ROLE (Even in products for resale or Free Distribution)	Unlimited
A MAJOR ROLE / PRODUCT FOR RESALE	Up to 10
A MAJOR ROLE / FREE DISTRIBUTION	Up to 1k

## 5. THE EXTENDED LICENSE

- 5.1 A MINOR ROLE. The Extended license allows you to use the downloaded Content for unlimited times if the Content plays a Minor Role in the item, product, or project and did not add a significant (big) value to it.
- 5.2 A MAJOR ROLE / PRODUCT FOR RESALE. The Extended license allows you to use the downloaded Content UP TO 500 TIMES for the creation of Items for Resale in which the Content plays a major role in the item and adds value to it.
- 5.3 A MAJOR ROLE / FREE DISTRIBUTION. The Standard license allows you to use the downloaded Content UP TO 100 THOUSAND TIMES for the creation of Items for Free Distribution in which the Content plays a major role in the item and adds value to it.

Uses	Limitations on Copies/ Appearance/Prints
A MINOR ROLE (Even in products for resale or Free Distribution)	Unlimited
A MAJOR ROLE / PRODUCT FOR RESALE	Up to 500
A MAJOR ROLE / FREE DISTRIBUTION	Up to 100k

## 6. CREDIT AND COPYRIGHT NOTICES

- 6.1 All of the licensed Content is owned either by Sowarstock or the artists who supply the content. All rights not expressly granted in this Agreement are reserved by Sowarstock and the content suppliers. You may not assert any right to revenue from the collecting society in respect of photocopying, digital copying or other secondary uses of the licensed Content.
- 6.2 Sowarstock grants no rights and makes no representations or warranties with respect to the use of any names, trademarks, service mark, logotypes, copyrighted designs or works of art or architecture depicted in any Content. It is your responsibility to assure that all necessary rights, consents, or permissions that may be required for your use of any Content are obtained. Sowarstock has only model or property releases where expressly indicated on the Sowarstock website.
- 6.3 The use of the Content in an "editorial" context, shall be accompanied by an adjacent credit to the Sowarstock contributor and to Sowarstock in the following form: "Name of Artist/ Sowarstock.com"
- 6.4 If and where commercially reasonable, the use of the Content in a Merchandise or a Production shall be accompanied by a credit to Sowarstock in substantially the following form: "Image(s) or Footage (as applicable), used under license from Sowarstock.com"
- 6.5 Credit attributions are not required in connection with any other use of Images unless another stock content provided is afforded credit in connection with the same use.
- 6.6 In all cases the credit and attribution shall be of such size, color and prominence so as to be clearly and easily readable.
- 6.7 If the Content is used for editorial purposes, you shall furnish to Sowarstock, free of charge, a copy of the relevant pages containing the licensed Content within two (2) weeks of publication. In other types of use, evidence of use must be made available if requested.

## **7. USER ACCOUNTS**

- 7.1 You must be at least 18 years of age to use the Sowarstock.com website and accept this Agreement. Sowarstock may require any registrant to provide sufficient proof of their age.
- 7.2 You warrant and represent that all information, including personal information, that you provide to Sowarstock is accurate, complete, and current at the time you provide it to Sowarstock. You agree to correct and update such information to ensure its accuracy and completeness at all times. Falsification of such information, or failure to comply with this Agreement may result in the termination of your account with Sowarstock.
- 7.3 You will be responsible for tracking all activity for your user account, and you agree to: (a) maintain the security of all passwords and usernames; (b) notify Sowarstock immediately of any unauthorized use or other breach of security; and (c) accept all responsibility for the activity that occurs under your user account.
- 7.4 If you are entering into this Agreement on behalf of your employer or other entity, you warrant and represent that you have the full right and authority to do so. In the event that you do not have such authority, you agree that you will be personally liable to Sowarstock for any breaches of the terms of this Agreement.
- 7.5 Sowarstock reserves the right to monitor downloads and user activity to ensure compliance with the terms of this Agreement. If Sowarstock determines that you are in breach of this or any other term of this Agreement, it may suspend access to your account and seek further legal remedies.
- 7.6 You agree that you will not share your username and password combination. Your Sowarstock username and password are to be used only by you. Each person that desires to access the Sowarstock site must have his/her own username and password. You may access your account on multiple computers, but only one computer may be logged in using your account at any one time. If any two users on two separate computers are using the same username and password, we reserve the right to terminate that subscriber's account without refund or prior notice. We reserve the right to monitor accounts and institute measures to stop users from sharing their login information.
- 7.7 If Sowarstock terminates your account, you will not access Sowarstock in any manner or for any reason without the prior express written permission of Sowarstock.

## **8. TERMINATION**

- 8.1 Except as otherwise specifically expressed, 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. Sowarstock 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 Sowarstock in writing that you have complied with these requirements.

- 8.2 Social Media Termination. If you use the Content on a social media platform or other third party website and the platform or the 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, the rights granted for such use shall immediately terminate, and in that event, upon Sowarstock's request, you agree to remove any Content from such platform or website.
- 8.3 In the event that you breach any of the terms of this or any other agreement with Sowarstock, Sowarstock shall have the right to terminate your account without further notice. Such termination shall be in addition to Sowarstock's other rights at law and/or equity. Sowarstock shall be under no obligation to refund any fees paid by you in the event that your account is terminated by reason of any of the abovementioned breaches.

## **9. REFUNDS/CANCELLATION**

- 9.1 Credit Pack Refunds - Refunds for credit pack purchases can be requested within 14 days of your invoice date, provided that you have not used any credits from the pack.
- 9.2 File Download Refunds - Sowarstock 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 Sowarstock.
- 9.3 All requests for refunds/cancellations must be requested in writing. If the request is approved, Sowarstock will issue a credit to your account or a refund to the credit card account originally used by you to make the subject purchase. In the event of cancellation, your rights to use the content terminate, and you must delete or destroy any copies of the content.
- 9.4 In case of cancellation of credit pack as of 9.1 above, Sowarstock may impose a cancellation fee that will be specified on Sowarstock website.

## **10. CONTENT WITHDRAWAL**

- 10.1 Sowarstock may discontinue licensing any item of content at any time in its sole discretion. Upon notice from Sowarstock, or upon your knowledge, that any content may be subject to a claim of infringement of a third party's right for which Sowarstock may be liable, Sowarstock



may require you to immediately, and at your own expense: cease using the content, delete or destroy any copies; and ensure that your clients, distributors and/or employer do likewise. Sowarstock will provide you with replacement content (determined by Sowarstock in its reasonable commercial judgment) free of charge, subject to the other terms of this Agreement.

## **11. INDEMNIFICATION AND LIMIT OF LIABILITY**

- 11.1 You agree to defend, indemnify and hold harmless Sowarstock and its parent, subsidiaries, affiliates and Content suppliers, and each of their respective officers, directors and employees from all damages, liabilities and expenses (including reasonable outside legal fees) arising out of or in connection with (i) your use of any Content outside the scope of this agreement; (ii) any breach or alleged breach by you (or anyone acting on your behalf) of any of the terms of this or any other agreement with Sowarstock; and (iii) your failure to obtain any required release for your use of Content.
- 11.2 You acknowledges that Sowarstock shall not be liable to you or any third party for any claims and/ or damages arising from your use of Content. Sowarstock shall not be liable to you for any indirect, incidental, special or consequential damages, including, without limitation, damages or loss of business, lost profits, business interruption, loss of business information, or any other pecuniary loss, even if Sowarstock has been advised of the possibility of such damages.

## **12. REPRESENTATION AND WARRANTIES**

- 12.1 Warranty of Non-Infringement. For all licensed content (excluding content marked "Editorial use only"), Sowarstock warrants that your use of such content in accordance with this agreement and in the form delivered by Sowarstock (that is, excluding any modifications, overlays or refocusing done by you) will not infringe on any copyrights or moral rights of the content owner/creator.
- 12.2 Warranty Disclaimer. Unless specifically warranted above, Sowarstock 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 audio, 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, and you are solely responsible for obtaining such release(s). You acknowledge that no releases are generally obtained for the content identified as "editorial", 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. You are also solely responsible for payment of any amounts that may be due under, and compliance with any other terms of, any applicable collective bargaining agreements as a result of your use of the licensed content.

- 12.3 **Caption/Metadata Disclaimer.** While Sowarstock has made reasonable efforts to correctly categorize, keyword, caption and title the content, Sowarstock does not warrant the accuracy of such information, or of any metadata provided with the content; as well as the integrity of our Editorial Content. Sowarstock makes no warranties and/or representations regarding such keywords, descriptions or Editorial Content integrity.
- 12.4 **No Other Warranties.** Except as provided in this 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. Sowarstock does not represent or warrant that the content or its websites will meet your requirements or that use of the content or websites will be uninterrupted or error free.

### **13. THIRD PARTY INTELLECTUAL PROPERTY RIGHTS**

- 13.1 For the purposes of this Agreement, an “Infringement Claim” includes a third party claim during the license term to the extent the claim alleges that an indemnified work directly infringes the third party’s patent, copyright, trademark, publicity rights and privacy rights.
- 13.2 Sowarstock will have no liability for any infringement claim that arises out of (1) any modification of the indemnified work to the extent that the claim arises from such modification; (2) any combination of the indemnified work with any other works; (3) any use of the indemnified work after Sowarstock has instructed you to stop using the indemnified work; (4) User’s use of the indemnified work in violation of the terms in this Agreement; (5) Use of work designated as “Editorial Works Only”; (6) the context in which user uses the indemnified work to the extent that the claim arises from such context.

### **14. MISCELLANEOUS**

- 14.1 **Audit.** Upon reasonable notice, you agree to provide to Sowarstock sample copies of projects or end uses that contain licensed content, including by providing Sowarstock 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, Sowarstock 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.

- 14.2 Electronic Storage. You agree to retain the copyright symbol, the name of Sowarstock, the content's identification number and any other information or metadata 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 back-up purposes.
- 14.3 Assignment. This agreement is personal to you and is not assignable by you without Sowarstock's prior written consent. Sowarstock 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.
- 14.4 Applicable Law: The validity, interpretation and enforcement of this Agreement, matters arising out of or related to performance or breach of this Agreement, and related matters shall be governed by the internal laws of the State of Wyoming, United State (without reference to choice of law doctrine). Any legal action or proceeding concerning the validity, interpretation and enforcement of this Agreement, matters arising out of or related to performance or breach of this Agreement, and related matters, shall be brought exclusively in the State or Federal courts located in the State and County of Wyoming. All parties consent to the exclusive jurisdiction of those courts, waiving any objection to the propriety or convenience of such venues. The United Nations Convention on Contracts for the International Sale of Goods does not apply to or otherwise affect this Agreement.
- 14.5 Dispute Resolution. You agree that if a dispute, controversy or claim (collectively a "Dispute") arises from or relates directly or indirectly to the subject matter of this Agreement, and if the Dispute cannot be settled within thirty (30) days through direct discussions between the parties, the parties shall first endeavor to resolve the Dispute by immediately participating in a mediation administered by a mediator selected by mutual agreement of the parties, before resorting to arbitration. Thereafter, if any Disputes remain after the mediation, such Disputes shall be promptly resolved by binding arbitration. The arbitration shall take place in the Governing County of the company formation, unless otherwise mutually agreed. The arbitrator shall be mutually agreed upon by the parties.
- 14.6 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.
- 14.7 Waiver. No action of either party, other than express written waiver, may be construed as a waiver of any provision of this agreement.

- 14.8 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 Sowarstock and accepted 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.
- 14.9 Modification. Sowarstock may revise this Agreement at any time and such revision shall be effective immediately upon the posting of the revised Agreement on the website. Users agree to review this Agreement upon notice of such revision, and any further use of the Service shall constitute agreement to the terms as modified.
- 14.10 Taxes. You agree to pay and be responsible for any and all sales taxes, use taxes, value-added taxes, withholding taxes and duties imposed by any jurisdiction as a result of the license granted to you, or of your use of the licensed content.
- 14.11 Notices. All notices required to be sent to Sowarstock under this agreement should be sent via email to [support@sowarstock.com](mailto:support@sowarstock.com). All notices to you will be sent via email to the email set out in your account.
- 14.12 English Version. The English version of this Agreement will be the version used when interpreting or construing these terms.

*Effective Dec 6<sup>th</sup>, 2017*

NOTE: If your requirements of use can not be satisfied by the terms of this agreement, or if you have any other comments or questions, please contact us on [support@sowarstock.com](mailto:support@sowarstock.com).

