



# License Agreement

## 1. General

- a. The Agreement herein is made between you and "Artist" (or by any other name; hereinafter: the "Company"), the owner of the site: <https://artgrid.io/> (hereinafter: the "Site"), and it settles the terms and conditions under which you may receive the right to download video works from the Site (hereinafter: the "Works") and use them. The Agreement herein is drafted in the masculine for convenience purposes only and refers to both genders.
- b. You hereby declare and confirm that: (1) you have read the Agreement herein, understood the stated therein and you hereby agree to engage in it (2) your age does not limit you from lawfully engaging in the Agreement herein and there exists no other legal prevention for your engagement in the Agreement herein (3) you are authorized to engage in the Agreement herein for yourself, personally, or for the entity the details of which were specified upon purchase of the license.

## 2. Opening an account

- a. In order to use the Site's services and receive a license for using the Works as specified in the Agreement herein, you are required to open an account on the Site, provide accurate and full details, and pay for the license. It is forbidden to provide a non-existent email address or an email address which does not belong to you, to impersonate another person or body, or to mislead in any other way regarding your identity or your credit card details. The license grant under this Agreement will come into force upon payment.
- b. You are required to protect the confidentiality and safety of the account details (username and password), and you will bear full and exclusive liability for all activities in your account.
- c. You must inform the Site immediately of any unauthorized use of your account.

## 3. License to use

- a. Use of the Site and the Works is subject to the terms of use in the Agreement and as may be set from time to time by the Site, and will be done only in accordance with them.
- b. Upon purchase of a subscription and subject to fulfillment of all your undertakings according to the Agreement, you are hereby granted a personal, non-exclusive, non-transferable license (hereinafter: the "License") to download, use, copy, modify, edit, present, play in public and/or distribute Works in all existing means of media, inclusive of smart phones, tablets, personal computers, in various internet sites, in social networks, in online stores, in video sharing sites (such as Vimeo, YouTube and so on), on television and in any other known means, and inclusive of physically by CDs or any other data storage device, and for advertisements, presentations, commercials, applications, games, animations, slides, clips, multimedia, software, films, series, digital media, various programs and so forth (hereinafter: the "Projects"), as well as integrating and/or synchronizing them for the production of the Projects as mentioned.
- c. The License gives you the right to make reasonable use of the Site and the Works on it, and does not limit the number of Projects in which you are entitled to use the Works you download from the Site, on the condition that the daily number of downloads does not exceed 40 Works. It is hereby clarified that downloading contents from the Site by any automatic means such as software, bots, or any other technical mean will not be considered a reasonable use and is prohibited.

- d. Licensee is the person whose name is specified in the License purchase form. To the extent the user is a legal entity which is not a private individual, its name will be specified in the License purchase form and it will be the Licensee.
- e. The Company will be entitled to add/remove Works from time to time at its own discretion, and you will bear no claim or demand in this regard.
- f. The Agreement herein does not limit the Company in any manner from selling and/or transferring and/or granting Licenses to use any of the Works, in whole or in part, to third parties, at its own discretion.
- g. The License is valid in perpetuity if the Works have been downloaded with a valid subscription. The subscription grants access to the Works for one year and is automatically renewed every year unless you decide to cancel. Responsibility for cancelling the subscription is yours and you are required to take the necessary actions in order to cancel your automatic-recurring subscription payment in your PAYPAL account.

#### **4. Termination of Subscription**

- a. You are entitled to cancel the subscription within 14 days from the date of its purchase and/or renewal and get a refund. By the end of 14 days from the purchase and/or renewal of the subscription you will not be entitled to cancel the subscription. To the extent you cancel the subscription within 14 days and get a refund as mentioned, you will be absolutely forbidden from making any use of any of the Works you downloaded from the Site during the 14-day period, and any use of any of the Works which were downloaded during that time will be considered a violation of the License and a violation of copyrights. There is no other right to a refund except as stated above.
- b. Upon termination of the subscription for any reason whatsoever, the Agreement and the License by its virtue will also be terminated and you hereby undertake to immediately cease downloading Works and using them.

#### **5. Limitations of Use**

- a. You hereby undertake not to make any use of the Works except as part of a Project.
- b. You hereby undertake not to sell and/or transfer and/or share and/or give a license to use and/or present and/or play in public and/or copy and/or distribute in any manner any of the Works not as part of a Project, whether for any consideration or for no consideration. It is forbidden to use the Works in a way that enables third parties to download, extract or distribute the Works, in their original form (meaning as a standalone file, with no regard to the Project).

The Works may not be sold, licensed, distributed or incorporated/included in any other video collection, video library, data base, collection or in any other manner which allows the use or granting of licenses in the Works for projects as detailed in this agreement. Furthermore, you hereby undertake not to store and/or share and/or upload the Works as an independent file to any internet site and/or to enable access to them by any third party (inclusive of file sharing sites or social networks such as YouTube, Facebook, Twitter and so on), but as part of the use of the Work as part of a Project.

- c. You may not make any use of the Works or the Site which is not explicitly granted hereunder.

#### **6. Forbidden Uses**

- a. It is forbidden to use the Works in any manner which is immoral and/or illegal (including contrary to any court order, or in violation of any third party rights, including copyright, trademark or rights of privacy or publicity) and/or in any other manner which may damage the Site's reputation or harm third parties, and

inclusive of any manner which might violate the rights of third parties.

- b. It is forbidden to use the Works in the context of violence, drugs and alcohol, or encouragement of violence, pornography and abomination, racism, hate and discrimination against any person or based on race, religion, sex, sexual orientation, community or nationality, threats, hurting the helpless, violating privacy, slander and any other insulting content. The Company reserves its full right to determine at its discretion whether a use of a Work constitutes a violation of this article and you hereby accept the Company's right to do so.
- c. It is forbidden to use the Site or the Works in a manner which might damage, block, overload or harm the Site, the communication networks and any communication equipment, or to interrupt any other user's use of the Site. You may not attempt to obtain unauthorized access to the Site, the contents, other user's accounts or computer systems or to networks connected to the Site by any means whatsoever.
- d. The Site may demand that you immediately cease using any Work in case the Site receives a notice according to which the Work might be violating any third party rights, or which the Company believes it may be violating third party rights. To the extent you are notified by the Site that it is forbidden to use a Work, you hereby undertake to cease using same and to take all actions required in order to cause anyone on your behalf to cease the use mentioned.
- e. 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 model. For example, you could say: "Stock photo. Posed by model." No disclaimer is required for content marked "editorial" that is used in a non-misleading editorial manner."

## **7. Exemption from liability**

- a. The Works and the services provided on the Site are provided for use AS IS and AS AVAILABLE and you will have no claim or demand against the Company for their suitability for your needs.
- b. The Company does not warrant that the Site's services will be uninterrupted or will be free of damage, malfunctions, defects or failures in hardware, software, communication systems or lines, at the Site or at any of its suppliers.
- c. The Company will bear no liability in case any of the Works are not available on the Site, for any reason whatsoever.
- d. The Company will bear no liability in any manner for the use of any other additional contents which you may integrate in the Projects and you will bear full and exclusive liability for using them.
- e. In no event shall the Company or any of its directors, officers, employees, shareholders or agents be liable for any kind of damage in connection with any claim, loss or damage arising under or out of this Agreement.
- f. The Company reserves its right to remove and/or add Works at any time at its exclusive discretion and you will have no claim in this regard.
- g. The Company will bear no liability for any direct or indirect damage, pecuniary or another, which you might incur consequent upon: (1) changes the Company may make to any of the Services (2) ceasing, temporarily or permanently, the provision of any of the Services (3) changing, adding or removing any of the Services' characters or properties (4) changing, adding or removing any contents from the Site and/or recordings or Works, all or any of them.

## **8. Intellectual property rights**

- a. All the information, the Works and content included in the Site and the services offered therein, inclusive of videos, text, illustrations, graphics, sound, graphic segments, software applications, graphs and photos are protected by copyright and intellectual property rights of the Company or of other suppliers.
- b. You are forbidden from using the Site's and or Company's name or trademarks.
- c. You hereby declare and confirm that you do not and will not have any ownership and/or intellectual property rights in the videos and/or the Works and/or the contents of the Site and/or the Site's trademarks or its design, and that your right is restricted to the limited rights under the license granted in the Agreement herein. You hereby warrant that you shall not falsely represent the ownership of the intellectual property rights in and to the Works.

## **9. Remedies**

- a. You hereby agree that any unauthorized use by you and/or by anyone on your behalf of any of the Works or in a manner deviating from the conditions of the License herein, constitute a breach of the Agreement as well as a violation of the copyright laws, and the Company and anyone on its behalf shall have the full right to exercise all rights and remedies available to it by law in such case. To the extent the violation is done by a person other than you but who is under your control, you are additionally required to take any possible action to immediately cease the violation.
- b. The Company will be entitled, at its exclusive discretion and without any prior notice, to block your access to the Site, temporarily or permanently, in case you violate the law or any of the Site's terms of use or this Agreement, or if there exists any other interruption to the Site's regular activity.
- c. Without derogating from the above, to the extent you breach (or there is an allegation of your breach of) the Agreement, the Company will be entitled to disclose your name and details known to it about you in any legal proceeding, even without a judicial order so instructing.

## **10. Indemnification**

- a. You hereby undertake to indemnify, defend and hold harmless the Company and anyone on its behalf against any claim, damage, loss, loss of profit, payment or expense it may incur (inclusive of lawyer's fee and legal expenses) due to your breach or alleged breach of the provisions of the Agreement.

## **11. Nature of the engagement**

- a. You hereby confirm and declare that the engagement between you and the Company is an engagement between a licensor and a licensee and the parties are not bound in any employee employer relations and/or in any partnership relations.
- b. The Company reserves the right to update or change this Agreement at its sole discretion at any time. Any changes in this Agreement will be in effect upon your subscription renewal.
- c. The Company is entitled to assign and/or transfer and/or deliver its rights and/or its undertakings according to the Agreement herein, in whole or in part, to third parties as it may see fit and at its exclusive discretion, and any transferee as mentioned will be entitled to make a transfer as mentioned to third parties as it may see fit without having to obtain your consent.
- d. The Agreement herein forms and summarizes all the provisions agreed between the parties with all that relates thereto and any agreement and/or undertaking and/or declaration not specifically included in the Agreement herein will not be valid. You hereby waive in advance any claim according to which the

Agreement was changed and/or amended and/or canceled by conduct or by any correspondence between you and the Company or anyone on its behalf.

- e. You bear responsibility for payment of all taxes and expenses applying to you consequent upon the Agreement, to the extent such may apply.
- f. If and to the extent any provision of the Agreement is decided by court to be illegal or unenforceable, it will not derogate from the validity of the other provisions of the Agreement.
- g. This Agreement shall be governed exclusively by the laws of the State of Israel ,without regard to the conflicts of laws provisions therein and the jurisdiction to hear any issue or dispute regarding the Agreement, directly or indirectly, will be given exclusively to the courts in Tel-Aviv-Yafo.
- h. You hereby agree that the Company will be able to send you email notices referring to the Site's Services and email messages on various subjects, including benefits to members of the Site.
- i. The Agreement herein complements the Site's terms of use and does not derogate therefrom. In the case of any discrepancy between the Agreement and the terms of use of the Site, the provisions of the Agreement will prevail.
- j. Notices according to the Agreement will be given in writing and delivered by hand or be sent by email according to the email address you specified in the registration form. Any delivery of a notice by email as stated in this article will be considered a lawful delivery.