



Bubble Allstars Content License Agreement

Last updated: October 2016

This is a license agreement between you and Bubble Allstars that explains how you can use photos, illustrations, templates and spreadsheets that you license from Bubble Allstars. By downloading content from Bubble Allstars, you accept the terms of this agreement.

1. What types of licenses does Bubble Allstars offer?

Bubble Allstars offers only one type of license. However we might grant additional rights on request in exchange for an additional license fee. Without a written confirmation of any additional rights your use of content is subject to the standard license terms.

2. How can I use licensed content?

You may use content in any way that is not restricted (see Restricted Uses below). Subject to those restrictions and the rest of the terms of this agreement, the rights granted to you by Bubble Allstars are:

- **Perpetual**, meaning there is no expiration or end date on your rights to use the content.
- **Non-exclusive**, meaning that you do not have exclusive rights to use the content. Bubble Allstars can license the same content to other customers.
- **Unlimited**, meaning you can use the content in an unlimited number of projects and in any media.

For purposes of this agreement, "use" means to copy, reproduce, modify, edit, synchronize, perform, display, broadcast, publish, or otherwise make use of.

Examples of how you can use licensed content include: websites; blog posts; social media; advertisements; marketing campaigns; corporate presentations; newspapers; magazines; books; film and television productions; web and mobile applications; product packaging.

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

3. Restricted Uses.

- a. No Unlawful Use. You may not use content in a pornographic, defamatory or other unlawful manner.
- b. 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).
- c. No Use in Trademark or Logo. You may not use content as part of a trademark, design mark, tradename, business name, service mark, or logo.
- d. 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 model. For example, you could say: "Stock photo. Posed by model."

- e. 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.
- f. No Products for Resale. You may not use 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, stationery items, paper products, calendars, apparel items, posters (printed on paper, canvas, or any other media), DVDs, mobile applications or other items for resale, license or other distribution for profit. This includes "on demand" products (meaning products in which content is selected by a third party for customization on such product on a made-to-order basis), including, without limitation, postcards, mugs, t-shirts, posters and other items (this includes the sale of products through custom designed websites, as well as sites such as zazzle.com and cafepress.com)
- g. No Electronic Templates. You may not use content in electronic or digital templates intended for resale or other distribution (for example, website templates, business card templates, electronic greeting card templates, brochure design templates).
- h. Limited print run. You may not reproduce the content more than 500,000 times in physical print form. This restriction does not apply to electronic reproduction.

4. Who, besides me, can use the licensed content?

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.
- **Subcontractors.** You may allow subcontractors (for example, your printer or mailing house) or distributors to use content in any production or distribution process related to your final project or end use. These subcontractors and distributors may not use the content for any other purpose.

Please note that seat/user restrictions apply. You may only use the content with appropriate amount of users, as explained in Section 5 below.

5. Are there any seat/user license restrictions?

Yes. The standard license is for a single user. The seat/user restrictions refer to the raw file of content, not the end project or use.

You may share content within your organization but the content may only be available to one person at any one time. You may not store the content on a server (giving more than one person simultaneous access to the content).

6. Intellectual property rights.

- **Who owns the content?**

All of the licensed content is owned by Bubble Allstars. All rights not expressly granted in this agreement are reserved by Bubble Allstars.

- **Do I need to include a photo credit?** No, you do not need to include a photo credit.

7. Termination/Cancellation/Withdrawal.

a. Termination.

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. Bubble Allstars 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 Bubble Allstars in writing that you have complied with these requirements.

- **Social Media Termination.** If you use the content on a social media platform or other third party website and the platform or 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, this agreement shall immediately terminate.

b. Refunds/Cancellation.

Bubble Allstars does not offer refunds for purchased files. File returns will only be considered based on technical issues with the file at the sole discretion of Bubble Allstars. All requests for refunds/cancellations must be made in writing. If the request is approved, Bubble Allstars will issue a credit to your bank account or credit card. In the event of cancellation, your rights to use the content terminate, and you must delete or destroy any copies of the content.

c. Content Withdrawal.

Bubble Allstars may discontinue licensing any item of content at any time in its sole discretion. Upon notice from Bubble Allstars, or upon your knowledge, that any content may be subject to a claim of infringement of a third party's right for which Bubble Allstars may be liable, Bubble Allstars 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. Bubble Allstars will provide you with replacement content (determined by Bubble Allstars in its reasonable commercial judgment) free of charge, subject to the other terms of this agreement.

8. Representations and Warranties.

Bubble Allstars makes the following representations and warranties:

- Warranty of Non-Infringement.** Your use of the content in accordance with this agreement and in the form delivered by Bubble Allstars 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 all necessary model and/or property releases for use of the content in the manner authorized by this agreement have been obtained.
- No Other Warranties.** Except as provided in the "warranty of non-infringement" 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. Bubble Allstars does not represent or warrant that the content will meet your requirements or that its use will be uninterrupted or error free.

9. Indemnification/Limitation of Liability.

- a. **Indemnification of Bubble Allstars by you.** You agree to defend, indemnify and hold harmless Bubble Allstars and its parent, subsidiaries and affiliates, 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 any breach or alleged breach by you (or anyone acting on your behalf) of any of the terms of this agreement.
- b. **Indemnification of you by Bubble Allstars.** Provided that the content is only used in accordance with this agreement and you are not otherwise in breach of this agreement, and as your sole and exclusive remedy for any breach of the warranties set forth in Section 8(a) above, Bubble Allstars agrees, subject to the terms of this Section 9, to defend, indemnify and hold harmless you, your corporate parent, subsidiaries and affiliates, and each of your respective officers, directors and employees from all damages, liabilities and expenses (including reasonable outside legal fees) arising out of or in connection with any breach or alleged breach by Bubble Allstars of its warranty in Section 8(a) above. This indemnification does not apply to the extent any damages, costs or losses arise out of or are a result of modifications made by you to the content or the context in which the content is used by you. This indemnification also does not apply to your continued use of content following notice from Bubble Allstars, or upon your knowledge, that the content is subject to a claim of infringement of a third party's right.
 - **Legal Guarantee.** Bubble Allstars's total maximum aggregate liability (meaning the total amount Bubble Allstars is responsible for, whether under this agreement or any other agreement for the same content) is limited to \$500 US dollars per item of content. This limit applies regardless of the number of times you license the same piece of content from Bubble Allstars. If you need a higher indemnification amount, please contact Bubble Allstars.
- c. The party seeking indemnification must promptly notify in writing the other party about the claim. The indemnifying party (the one covering the costs) has the right to assume the handling, settlement or defense of any claim or litigation, in which case the indemnified party (the one not covering the costs) has to cooperate in any way reasonably requested by the indemnifying party. The indemnifying party will not be liable for legal fees and other costs incurred prior to the other party giving notice of the claim for which indemnity is sought.
- d. **Limitation of Liability. Bubble Allstars will not be liable to you or any other person or entity for any punitive, special, indirect, consequential, incidental or other similar damages, costs or losses arising out of this agreement, even if Bubble Allstars has been advised of the possibility of such damages, costs or losses. Some jurisdictions do not permit the exclusion or limitation of implied warranties or liability.**

10. General Provisions.

- a. **Assignment.** This agreement is personal to you and is not assignable by you without Bubble Allstars' prior written consent. Bubble Allstars 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.
- b. **Audit/Certificate of Compliance.** Upon reasonable notice, you agree to provide to Bubble Allstars sample copies of projects or end uses that contain licensed content, including by providing Bubble Allstars 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, Bubble Allstars 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. If any audit reveals an underpayment by you to Bubble Allstars of five percent (5%) or more of the amount you should have paid, then in addition to paying Bubble Allstars the amount of the underpayment, you also agree to reimburse Bubble Allstars for the costs of conducting the audit. Where Bubble Allstars reasonably believes that content is being used outside of the scope of the license granted under this agreement, you agree, at Bubble Allstars' request, to provide a certificate of compliance signed by an officer of your company, in a form to be approved by Bubble Allstars.

- c. **Electronic storage.** You agree to retain the copyright symbol, the name of Bubble Allstars, the content's identification number and any other information 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.
- d. **Governing Law/Arbitration.** All disputes or claims arising out of or in connection with this agreement including disputes relating to its validity, breach, termination or nullity shall be finally settled under the Rules of Arbitration of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by one arbitrator appointed in accordance with the said Rules. The arbitration proceedings shall be conducted in English and all documentation shall be presented and filed in English. The decision of the arbitrator shall be final and binding on the parties, and judgment may be entered on the arbitration award and enforced by any court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not govern this agreement. Bubble Allstars shall also have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against you in the event that, in the opinion of Bubble Allstars, such action is necessary or desirable. The parties agree that, notwithstanding any otherwise applicable statute(s) of limitation, any arbitration proceeding shall be commenced within two years of the acts, events or occurrences giving rise to the claim.
- e. **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.
- f. **Waiver.** No action of either party, other than express written waiver, may be construed as a waiver of any provision of this agreement.
- g. **Entire Agreement.** No terms or conditions of this agreement may be added or deleted unless made in writing and accepted in writing by both parties, or issued electronically by Bubble Allstars and accepted in writing 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.
- h. **Notice.** All notices required to be sent to Bubble Allstars under this agreement should be sent via email to office@bubble-allstars.com. All notices to you will be sent via email to the email you used for making the purchase.
- i. **Taxes.** 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 licensed content.

- j. **Interest on Overdue Invoices.** If you fail to pay an invoice in full within the time specified, Bubble Allstars may add a service charge of 1.5% per month, or such lesser amount as is allowed by law, on any unpaid balance until payment is received.
- k. **Licensing Entity.** The licensing entity under this agreement is determined based on your billing address and shall be as set out on your invoice.