

Terms of Licensing by Shayan Ghiaseddin's Photography

Last updated March 21, 2023. Replaces all prior versions.

These terms govern your use of the Shayan Ghiaseddin's Photography Services and the Stock Assets (as defined below) and are incorporated into the Regulation located at sghiaseddin.com/photographer/regulation. All rights and licenses granted to you under these Terms of Licensing by Shayan Ghiaseddin's Photography are subject to your compliance with the Regulation.

1. Definitions

1.1 "I", "me", "my" refers to Shayan Ghiaseddin, the service provider.

1.2 "you", "your" refers to customer or user who has purchased a Work from Website.

1.3 "Stock Asset(s)" means Work(s).

1.4 "Work(s)" means the Pro Images (as defined below) as well as the photographs, illustrations, images, and other pictorial or graphic works designated as assets on Website.

1.5 "Website" means sghiaseddin.com/photographer that make available Stock Assets for purchase and license.

2. Ownership. Except as expressly granted in the Terms, I retain all rights, title, and interest in and to the Stock Assets. No title or ownership interest in or to the Stock Assets is transferred to you by virtue of the Terms.

3. License Terms and Specific Restrictions Applicable to Works

3.1 On-site License and Specific Restrictions for Works. The license described in this section 3.1 is referred to as a "On-site License".

3.2 On-site License for Works. Under a On-site License, I grant you a non-exclusive, perpetual, worldwide, non-transferable and non-sub licensable (except pursuant to section 4 (Additional Rights)) license to use, reproduce, archive, modify, and display the Work, in all media, for (1) advertising, marketing, promotional and decoration purposes; and (2) personal and non-commercial and commercial uses, up to infinite times as further described in section 3.1(B) ("**On-site License Specific Restrictions**"). For clarity, and without limitation, you may use the Work in connection with (a) electronic templates and design template applications; (b) merchandise such as mugs, t-shirts, posters, and greeting cards; and (c) "print on demand" services.

3.3 On-site License Specific Restrictions for Works. In addition to the restrictions in section 5 (Restrictions), the following restrictions apply to any Work under a On-site License:

you may not incorporate a Work into merchandise intended for sale or distribution, including on-demand products, unless (a) the Work has been modified to the extent that the new work, as incorporated into such merchandise, is not substantially similar to the Work and can qualify as an original work of authorship; or (b) the primary value of such merchandise does not lie with the Work itself;

4. Additional Rights. Subject to the Terms and any applicable restrictions, you may have the following additional rights:

4.1 Client Use. You may license and use a Stock Asset in combination with other content or materials as part of a project for the benefit of a client ("**Client Project**"), provided that you purchase new licenses for any additional use of that Stock Asset by you on your own behalf or for the benefit of any other client. In connection with a Client Project, you may permit your client to use the Stock Asset under enforceable written terms no less restrictive than this Agreement. Notwithstanding the foregoing, you must not (A) resell licenses to Stock Assets or (B) use a Pro Image in a Client Project.

4.2 Employee and Contractor Use. You may share Stock Assets with employees or subcontractors, provided that:

- (1) such employees and subcontractors agree in an enforceable written agreement to abide by the restrictions in the Terms;
- (2) such employees and subcontractors only use the Stock Asset on your behalf; and
- (3) you are solely responsible and liable for use of the Stock Asset by your employee or contractor.

4.3 Social Media Use. You may use a Stock Asset on a third-party social media platforms or websites in accordance with the applicable third-party user agreement, provided that doing so does not exceed the scope of the license granted to you hereunder.

5. Restrictions.

5.1 General Restrictions. You must not:

- (1) use the Stock Assets in any way that allows a third party to use, download, extract or access the Stock Assets (1) as a stand-alone file; or (2) in a way that exceeds the scope of the license to the Stock Assets;
- (2) use the Stock Assets with material that violates any third-party rights, or otherwise take any action in connection with the Stock Assets that infringes the intellectual property or other rights of any person or entity,
- (3) such as the moral rights of the creator of the Stock Assets or the rights of any person who, or any person whose property, appears in or is associated with the Stock Assets;
- (4) register, or apply to register, a trademark, design mark, service mark, sound mark, or trade name, that uses any Stock Asset (in whole or in part); or claim ownership rights in an attempt to prevent any third party from using a Stock Asset;
- (5) use the Stock Assets in a manner that is pornographic or defamatory, or that violates any applicable laws, rules, or regulations;
- (6) use the Stock Assets in a manner, or in connection with a subject, that a reasonable person could consider unflattering, immoral, offensive, obscene, or controversial, taking into account the nature of the Stock Assets, examples of which could include ads for tobacco; adult entertainment clubs or similar venues or services; implied or stated endorsements of political parties or other opinion-based movements; or implying mental or physical impairment;
- (7) use the Stock Assets contrary to any additional restrictions displayed on the Website in the details panel of such Stock Assets;
- (8) remove, obscure or alter any proprietary notices associated with the Stock Assets, or give any express or implied misrepresentation that you or another third party are the creator or holder of Intellectual Property Rights in any Stock Assets;
- (9) use (or allow third parties to use) the Services: (1) to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence systems, including any architectures, models, or weights; or (2) with technologies designed or intended for the identification of natural persons;
- (10) use or exploit the Stock Assets in any manner other than as expressly provided in these Terms.

6. Attribution

6.1 if a Stock Asset is used in an editorial manner, then a credit line must be placed in a way that is reasonable to the applicable use, in this format: "sghiaseddin.com/photographer" or as designated on the Website;

6.2 if the Stock Asset is used in an audiovisual production, you must use commercially reasonable efforts to include attribution for Shayan Ghiaseddin in accordance with industry standards, and where possible in the following format: For Works: sghiaseddin.com/photographer; and

6.3 if attribution is not already provided and a Stock Asset is used in a context where any other stock content provider receives attribution, you also must include substantially similar attribution for Shayan Ghiaseddin.

7. My Indemnification Obligations.

7.1 My Duty to Indemnify. Provided that an Indemnified Stock Asset is used in accordance with the Terms, and subject to section 7.2 (Conditions to Indemnification), I will defend any third-party claim, action, or legal proceeding made against a person or entity during the term of the Terms that alleges that your use of the Indemnified Stock Asset directly infringes the third party's copyright, trademark, publicity rights, or privacy rights ("**Infringement Claim**"). I will pay you the damages, losses, costs, expenses, or liabilities directly attributable to an Infringement Claim and which are either finally awarded by a court of competent jurisdiction against you or agreed to in a written settlement agreement signed by us. "**Indemnified Stock Asset**" means a Stock Asset that you have downloaded and paid for.

7.2 Conditions to Indemnification. I will have no liability for any Infringement Claim:

that arises from: (1) any modification of a Stock Asset; (2) any combination of a Stock Asset with any other materials or information; (3) any use of a Stock Asset after I have instructed you to stop using the Stock Asset; or (5) the context in which the Stock Asset is used; or

if you fail to: (1) notify me in writing of the Infringement Claim promptly upon the earlier of learning or receiving notice of it, to the extent I am prejudiced by this failure; (2) provide me with reasonable assistance as requested for the defense or settlement of the Infringement Claim; (3) provide me with the exclusive right to control, and the authority to settle, the Infringement Claim; or (4) refrain from making admissions about the Infringement Claim without my prior written consent.

7.3 Limitation of Liability. Notwithstanding anything to the contrary contained in the Terms or in any other agreement between you and us, irrespective of the number of times the Stock Asset is downloaded or licensed, my total maximum aggregate liability with respect to any Stock Asset will in no event exceed US\$100 per Stock Asset. Notwithstanding any otherwise applicable statute(s) of limitation, any action or dispute resolution proceeding must be commenced within two years of the act, event, or occurrence giving rise to the claim.

7.4 Sole and Exclusive Remedy. The foregoing states my entire liability and obligation, and your sole and exclusive remedy, with respect to any Stock Asset or Infringement Claim.

8. Your Indemnification Obligations. Without limiting the obligations in the General Terms, you will indemnify me and my subsidiaries, affiliates, officers, agents, employees, partners, and licensors from any claim, demand, loss, or damages, including reasonable attorneys' fees, arising out of or related to your use of the Stock Assets (except as indemnified under section 7 (My Indemnification Obligations)) or your violation of the Terms.

9. Disclaimers. I am not responsible, and expressly disclaim any liability, for:

- (1) the accuracy of any Stock Asset, including any related descriptions, categories, captions, titles, metadata, or keywords included with any Stock Asset; and
- (2) feedback, materials, or answers to questions provided to you by me or my representatives, whether about these Terms, your use or proposed use of a Stock Asset, or otherwise, all of which are provided as a courtesy only and do not constitute legal advice.

10. Reservation.

10.1 If you have actual knowledge, or if you reasonably believe, that a Stock Asset may be subject to a third-party claim, then you must promptly notify me in writing. If I reasonably believe that a Stock Asset may be subject to a third-party claim, then I may instruct you to cease all use, reproduction, modification, display, performance, distribution, and possession of such Stock Asset, in which case you must (1) promptly comply with such instructions; and (2) ensure your clients, distributors, employees, and employers, as applicable, also stop using the Stock Asset.

10.2 I may, at any time (1) discontinue the licensing of any Stock Asset; and (2) deny the downloading of any Stock Asset.

11. Effect of Termination.

- (1) Upon termination of these Additional Terms, then:
- (2) Any perpetual licenses granted as to Stock Assets will survive and you may continue to use those licensed Stock Assets;
- (3) you should download any Stock Assets that you have licensed, as such licensed Stock Assets may not be available after termination or expiration; and
- (4) If I terminate your right to use any Stock Asset(s) due to your breach of the Terms, you must cease all use, reproduction, modification, display, performance, distribution, and possession of any such Stock Asset(s).

12. Injunctive Relief. In the event of your or others' unauthorized access to, or use of, the Stock Assets in violation of these Terms, you agree that I am entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction, without providing notice or opportunity to cure.