

HD BROS, LC. Stock Photography Licensing Agreement

1. General

1.1. The agreement herein is made between you and “HD BROS, LC”, the owner of the site www.hdbros.com and it settles the terms and conditions under which you may receive the right to download works of photography in the Site’s repertoire and use them.

1.2. You hereby declare and confirm that: (1) you have read the Agreement, understood the agreement, and (2) hereby agree to engage in it.

1.3. You hereby declare that HD BROS. is the owner of all rights in the works, inclusive of all intellectual property rights and all copyrights, and that you do not and will not have any rights whatsoever in the Works, exclusive of the rights of use specified in this agreement.

2. License to Use

2.1. Use of this Site and the Works is subject to the terms of service in use in this Agreement.

2.2. Upon purchase of subscription and community packages, you are hereby granted a nonexclusive license to download photography works included on HD BROS. website and use them for advertisements and marketing purposes.

2.3. The License includes the right to present in public on various internet sites, social networks, print, and any other known means of marketing.

2.4. The License is personal and non transferable. Licensee is the person whose name is specified in the Licensee purchase form. To the extent the user is a legal entity which is not a private individual, it’s name will be specified in the License purchase form and it will be the Licensee.

2.5. The License to Use is non exclusive and all Works on the Site will be open for the use of others.

2.6. The License to Use will be entitled to add/remove Works of photography from the Repertoire from time to time at its discretion and you will bear no claim or demand in this regard.

2.7. The Agreement herein is not such as to 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 discretion.

2.8. The License to Use is valid in perpetuity if the Works have been downloaded with a valid subscription or purchase.

3. Limitations of Use

3.1. You hereby undertake not to sell and/or transfer and/or share and/or give license to use and/or allow others to copy and/or distribute in any manner of the Works in themselves, whether for any consideration or for no consideration. Furthermore, you undertake not to use any of the Works as a separate file and/or to present it as a separate file and/or make it available for download as a separate file or at all in any manner whatsoever.

3.2. You hereby undertake not to use the Works in order to provide service which competes with the Site, such as a stock photography collection, database or in any other manner. Furthermore, you hereby undertake not to store and/or share and/or upload the Works as an independent file to any internet sites and/or enable access to them by any third parties, and inclusive of file sharing sites or social networks (such as Facebook, Instagram, Twitter, and so on).

3.3 You hereby confirm that it is known to you that the License granted to you according to the Agreement herein is non transferable and is not possible to grant sublicenses by its virtue.

3.4 You hereby undertake not to claim ownership of any of the Works.

4. Forbidden Uses

4.1. It is forbidden to use the Works in any manner which is illegal and/or in any other manner which may damage the artist, the Site's reputation, or third parties, and inclusive of in any manner which violates the rights of third parties.

4.2. It is forbidden to use the Works, inclusive of as part of Projects, in context of violence, or encouragement of violence, 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 contents. The Site reserves its full right to determine at its discretion whether a use of a Work constitutes a violation of this article and you hereby undertake to accept the Site's decision in this matter.

4.3. It is forbidden to use the Works in any manner contrary to court orders and/or which was forbidden by the provisions of any law.

4.4. It is known to you that the Site might demand that you immediately cease using any of the Works in case the Site receives a notice according to which the Work might be violating any third party rights. To the extent you are notified by the Site that it is forbidden to use any of the Works, you hereby undertake to cease using same and to take all actions required in order to make anyone on your behalf cease the use mentioned.

5. Intellectual Property Rights

5.1. All of the information, the Works and contents included in the Site and the Services offered therein, inclusive of text, illustrations, graphics, sound, graphic segments and photos are protected by copyrights and intellectual property rights of the Site or of other suppliers.

5.2. The Agreement herein grants you an authorization to use the Site and the Works in accordance with the provisions of the Agreement herein only and is conditioned by your undertaking not to make or be involved in the making of any activities which breach the Agreement herein, and specifically in activities which cause the violation of intellectual property rights and/or deviation from the provisions of the License.

5.3. You hereby declare and confirm that you do not and will not have any ownership and/or intellectual property rights in the photographs and/or contents of the Site, and that your right is restricted to the limited Right of Use granted to you in the Agreement herein.

6. HD BROS. rights in case of violation on your behalf.

6.1. 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 Site and anyone on its behalf 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, then you are required to take any possible action immediately to cease the violation.

6.2. The site will be entitled, at its exclusive discretion and without any prior notice, to block your access to the site, temporary or permanently, and in case you violate the law or any of the Site's terms of use, or if there exists any other interruption to the Site's regular activity, and you will bear no claim or demand in this regard.

6.3. Without derogating from the above mentioned, to the extent you breach the agreement herein, the Site will be entitled to disclose you name and details known to it and about you in any legal proceeding, even without the awarding or a judicial order so instructing. You hereby undertake to indemnify the Site and anyone on its behalf for any argument, claim, damage, loss, loss of profit, payment or expense i may incur due to your beach of the provisions of the Agreement.

6.4. The Site reserves the right to disclose personal information about you or about your use of the Site inclusive of the content used without obtaining your permission, if such as act is essential in order to (1) obey legal requirements or comply with orders issued in a legal proceeding or by a competent authority by any law; (2) enforce the Agreement herein.

7. Nature of the engagement

7.1. You hereby confirm and declare that the engagement between you and the Site is an engagement between the provider of a license and a licensee and the parties are not bound in any other partnership relations.

7.2. The Site has the right to change the conditions of the Agreement herein from time to time at its exclusive discretion. Upon making the changes, the new agreement will be published in the site and a notice will be sent to you. If you do not agree to the changes, you must cease using the Site and downloading Works, for otherwise your continuing use of the Site and downloading works will be considered as accepting the changes mentioned and they will apply to you in their entirety.

7.3. The Site 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.

7.4. Upon termination of the Agreement for any cause whatsoever, the License to Use granted to you by its virtue will expire and you hereby undertake to immediately cease downloading Works and using them.

7.5. Notices according to this agreement will be given in writing and delivered or sent by email according to the email address you specified in the registration form. Any delivery of a notice by email as stated in the article herein, will be considered a lawful delivery.