

HD BROS, LC. Listing Photography and Media 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 and use purchased Media.

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 Media, inclusive of all intellectual property rights and all copyrights, and that you do not and will not have any rights whatsoever in the Media, exclusive of the rights of use specified in this agreement.

2. License to Use

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

2.2. As a purchasing party of HD Bros. media, you are hereby granted an exclusive license to download photography and video works use them for all advertisements and marketing purposes except by which otherwise mentioned in this Agreement. HD Bros. agrees to not transfer license to any real estate agent or broker for any reason without permission from original purchasing party. HD Bros. does retain rights to use media for it's own 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.

2.5. The License covers all uses on Zillow/ Realtor.com/ local MLS databases, and other similar platforms designed to market listings.

2.6. 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.

2.7. The License to Use is valid in perpetuity if the Media has been downloaded with a valid 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 Media in themselves, whether for any consideration or for no consideration.

3.2 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.

3.3 You hereby undertake not to claim ownership of any of the Media.

4. Forbidden Uses

4.1. It is forbidden to use the Media 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.

5. Intellectual Property Rights

5.1. All of the information, the Media and contents included in the Site and the Services offered therein, inclusive of text, illustrations, graphics, sound, graphic segments and photos are protected by copyright and intellectual property rights of HD Bros.

5.2. The Agreement herein grants you an authorization to use HD Bros. Media 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 Media, 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 Media 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. 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.

7. Nature of the engagement

7.1. You hereby confirm and declare that the engagement between you and HD Bros. 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. HD Bros. 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.

7.3. HD Bros. 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. 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.

