



Actual Objects License

Welcome to the Actual Objects License. This license governs the usage of all Actual Objects products. As you might expect, the language in this document can be quite dense with legalese. To help our customers gain a quick understanding of the terms, we have included the following overview. A more detailed explanation of the terms and conditions of this license can be found on the following pages.

License Overview:

- Actual Objects retains the copyright to all purchased items.
- You can use purchased items for personal and commercial projects.
- Your purchases do not expire.
- You can modify your purchased items as you see fit.
- You may not resell or transfer the rights of the license of any of your purchased items.
- You may not give your purchased items to others to use.
- Your clients may not extract your purchased Actual Objects assets from a project for use elsewhere. To do so, the client will need to purchase their own license.
- You may not use Actual Objects assets as your logo, mark or brand identity.

Updates to this license are made from time to time. We encourage you to review the most up to date license here: <http://actualobjects.com/license>



This license agreement (the “Actual Objects License”) along with the Website Terms and Conditions located at <http://actualobjects.com/terms> shall govern your use of the artworks, graphics, images, artwork, illustrations, captions, themes, descriptions and any other content made available by Actual Objects LLC, its parents, affiliates, subsidiaries, agents and assigns (“Actual Objects”) through its website or otherwise (“Objects”).

If you do not agree with any of the applicable terms, you are not permitted to download or use any objects.

1. Parties:

This Agreement is binding between Actual Objects and You. “You” shall mean (a) the individual listed as the recipient of any Objects (“Recipient”); or (b) if Recipient is entering into this Agreement for the benefit of or as an agent on behalf of Recipient’s employer (“Employer”) or a third party (“Principal”), then such Employer or Principal. If Recipient is entering into this Agreement and the licenses granted hereunder for the benefit of, and/or as an agent on behalf of Employer and/or Principal, then Recipient (x) represents and warrants that such Principal or Employer has authorized Recipient to enter into this Agreement, that the license granted hereunder is on that Principal’s or Employer’s behalf, that such Principal or Employer has agreed to be bound hereby and that Recipient has actual and express authority to act on behalf of and bind such Principal or Employer to the terms hereof; (y) the Objects are solely for the benefit of the Employer or Principal, and that Recipient will not use the Objects for the benefit of any other person or entity without entering into a separate license with Actual Objects, and (z) Recipient will comply with all of the terms hereof and shall be jointly and severally liable for any breach of the terms of this Agreement by such Principal or Employer.

2. License:

(a) All Objects on the Actual Objects website are the original or licensed works of Actual Objects, protected under United States and international Copyright laws. When you purchase and download an Object, Actual Objects grants You a limited, nonexclusive, royalty-free, non-assignable worldwide right and license to use such Object in the following manner, subject to your compliance with the terms of this Actual Objects License:

- i. For your own personal and commercial projects on a continuous and ongoing basis;
- ii. For incorporation into compositions, compilations, illustrations, storyboards, broadcasts, website designs, games and other applications for your private use or public distribution across any and all media and networks; and
- iii. Modified in any manner in your sole discretion to fit the needs of your specific use.

(b) The license granted in Section 2(a) above is subject to your prepayment and use in accordance with the limitations set forth herein. Your use of any Object without first paying the applicable license fee will constitute



willful infringement of Actual Objects' copyright in such Object. Actual Objects reserves all rights not specifically granted in this Agreement.

(c) This license grant shall cover the Objects described in each online purchase order completed by you and submitted through the Actual Objects website ("Purchase Orders"). Subject to the limitation set forth herein, and excluding the preview rights granted in Section 2(f) below, Actual Objects grants You a limited license to use Objects solely for the personal or commercial project described more fully therein (the "End Use").

(d) Notwithstanding anything herein to the contrary, You shall not be permitted to:

- i. Sublicense, sell, rent, loan, lease, give, sublicense, re-license, trade, exchange, download or otherwise transfer your rights in or to any Objects to any third party, or grant any other person the right to use any Object except insofar as an Object has been incorporated by you into the permitted End Use;
- ii. Remove any copyright, trademark or watermark from any place where it appears in or on the Object;
- iii. Use any Object, or any part of any Object, as part of a trademark, service mark, or logo, or apply for any intellectual property rights incorporating any Object or any portion thereof;
- iv. Challenge or attempt to invalidate any of Actual Objects' intellectual property rights in any Objects;
- v. Place any Object on any computer or other storage device that is accessible by more than one user at a time via a network connection, wireless interface, or otherwise where the purpose is the exchange of copyrighted material;
- vi. Use any Object in any business, either directly or indirectly, that sells or licenses images or graphics to third parties or that incorporates images or graphics in any downloadable product intended for multiple distribution including, without limitation, in web site templates, software products, online greeting cards, etc.
- vii. Use any Object in any unsolicited mass e-mail messages or use any Object in association with any virus, trojan horse or malicious software program.
- viii. Use any Object in any material, program or application that could be considered defamatory, obscene, pornographic, libelous, malicious, immoral, fraudulent, or illegal, whether directly or juxtaposed to or accompanying other text, graphics or images, or otherwise, in the sole discretion of Actual Objects.
- ix. Copy or publish any Object to a computer or mobile network or bulletin board, or otherwise distribute or allow any Object to be distributed to or used by anyone other than You for permitted uses as set forth herein.
- x. Ship, transfer or export any Object into any jurisdiction or use any Object in any manner prohibited by any laws, restrictions or regulations.



Actual Objects reserves the right to reject any Purchase Order or End Use and revoke or withhold any license in its sole discretion. Please contact Actual Objects at support@actualobjects.com if you have questions concerning your proposed End Use.

(e) Unless otherwise stated in the applicable Purchase Order, the term of any license granted hereunder shall continue for the duration of your End Use, or until terminated by Actual Objects at any time, in its sole discretion (the “Term”).

(f) Subject to the terms and conditions of this Agreement and regardless of the form in or media on which the Object is delivered to You (including, but not limited to electronic or digital transmission), Actual Objects grants You a limited, non-exclusive, worldwide right to create and exploit the End Use for any purpose authorized under this Agreement.

(g) The rights granted hereunder include the right to make the Objects available to your employees and contractors for the sole purpose of formatting and manipulating Objects to create the End Use, provided that (i) each such employee or contractor has agreed to comply with the terms hereof, and (ii) that You remain jointly and severally liable for any breach of the terms of this Agreement by such employee(s) and/or contractor(s). Notwithstanding the foregoing, You acknowledge and agree that You are not permitted to grant any third party the right to use any Object(s), and that the End Use must be solely for Your own use.

(h) Subject to the terms and conditions of this Agreement, Actual Objects grants You the right to view Objects on the actualobjects.com website solely for Your internal evaluation to determine whether such Objects are appropriate for Your intended use (“Previews”). You may not use Previews in any manner except for internal evaluation. You may not copy, distribute, publish, display or otherwise use in any way the Previews without first obtaining an appropriate Actual Objects License or the written consent of Actual Objects.

3. Ownership and Intellectual Property:

Actual Objects and its content providers retain all right, title, and interest in and to all of the copyrights, patent rights, trademarks, trade secrets, and all other proprietary rights in the Objects. No rights in any Objects are granted except the limited licenses specified in this Agreement. Any right, title or interest arising in any compilation or derivative work created using any Objects shall not entitle You to use any Objects except as permitted hereunder. You do not acquire any copyright ownership or equivalent rights in or to any Objects or any other property owned or licensed to Actual Objects as a result of any license Actual Objects grants to You. You hereby allow Actual Objects to use without charge Your End Use for Actual Objects’s marketing and promotional purposes.

4. Disclaimer of Warranties:

Actual Objects provides You with its Objects on an “as is” basis without warranty of any kind, express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. Actual Objects shall not be liable for any claims related to or arising from Your use of any Objects which: (a) have been materially modified by You, (b) have been combined by You with other products, text, content or materials, or (c) Actual Objects has otherwise notified You not to use, prior to your use thereof (provided Actual Objects has provided You a refund or reasonable substitute, in its sole discretion).



5. Limitation of Liability:

Except for liability which cannot by law be excluded or limited, neither Actual Objects nor any Actual Objects officer, director, employee, contractor, content provider, licensor or licensee shall be liable to you or any third party for indirect, incidental, special, punitive, statutory or consequential damages arising out of, or relating to this agreement and your use or inability to use the content. Actual Objects' total aggregate liability to you or any third party arising from this agreement, its termination or expiration, and your use of any Objects provided hereunder, shall not exceed the monetary amount actually received by Actual Objects for the use of the applicable Object. The foregoing limitations are applicable notwithstanding any failure of essential purpose.

6. Indemnification:

You agree to indemnify and hold harmless Actual Objects and its officers, directors, employees, contractors, subsidiaries, joint ventures, licensors and licensees against any and all claims (including, without limitation, claims by third parties), liability, damages (including punitive damages), judgments, settlements, costs and expenses, including without limitation reasonable legal fees and expenses, arising out of or related to (i) Your breach of any terms, conditions or restrictions set forth in this Agreement; (ii) Your use or modification of any Objects, or combination of any Objects, with any text, images, graphics or other content, (iii) Your failure to obtain all permissions necessary to use the Objects, (iv) Objects which Actual Objects has otherwise notified You not to license or otherwise use prior to your Use thereof; and (v) any act or failure to act by You or any of Your employees, contractors, agents, clients, Employers or Principals.

7. Releases and Clearances:

Objects may contain restrictions listed on the applicable Purchase Order or in a separate rider, including, without limitation, restrictions as to time, manner, industry and territory of use. No employee or representative of Actual Objects may make, and You shall not rely upon, any representations or warranties other than those stated herein and on any Purchase Order.

8. Unauthorized Uses:

Unauthorized use of Objects constitutes infringement of copyright and other applicable rights and shall entitle Actual Objects to exercise all rights and remedies under applicable copyright and other laws, including monetary damages against all users and beneficiaries of the use of such Objects. Actual Objects in its sole discretion reserves the right to bill You (and You hereby agree to pay) ten (10) times the license fee for any unauthorized use, in addition to any other fees, damages and penalties Actual Objects may be entitled to under this Agreement and applicable law.

9. Payment/Reporting:

Except as otherwise provided herein, You agree to and are required to pay Actual Objects for all Objects that You obtain under the terms of this Agreement, regardless of whether You use it. A charge of one and one-half percent per month or the greatest amount allowed under applicable law may be added to any unpaid balance



after thirty days, and You agree to reimburse Actual Objects for its reasonable costs of collection of unpaid amounts, including without limitation attorneys' fees and costs of proceedings. You are responsible for the payment of all applicable sales and use taxes.

10. Cancellation/Termination:

Actual Objects reserves the right to terminate this Agreement and Your license to use any Object by written notice in the event You fail to comply with any provision of this Agreement. Upon Termination or expiration hereunder, (a) You shall be solely responsible for payment of any and all service charges and production, processing, handling and shipping fees, (b) You shall have no further rights in or license to the Objects, (c) You agree to cease use of the Objects, and (d) You shall promptly delete or destroy any digital copies thereof, except that You may retain one copy of the permitted End Use incorporating the Object solely for archival purposes.

11. Protection of Objects:

You shall use Your best efforts to protect the Objects to ensure that they cannot be copied, downloaded or transmitted.

12. Miscellaneous:

Except as otherwise set forth herein, you may not use the trademarks or service marks of Actual Objects without its prior written consent. Any dispute regarding this Agreement shall be governed by the laws of the State of New York, and the parties agree to accept the exclusive jurisdiction of the state and federal courts located in New York, New York, regardless of conflicts of laws. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed. In any dispute between Actual Objects and You for breach of this Agreement where Actual Objects prevails, it shall be entitled to recover its reasonable attorneys' fees other legal expenses. This Agreement and the applicable Purchase Order(s) constitute the entire agreement between the parties with respect to the subject matter hereof and merge and supersede any and all prior and contemporaneous written and oral communications. This Agreement may not be modified except by a written agreement signed by duly authorized representatives of Actual Objects, provided that no purchase order or similar document issued by You shall modify this Agreement even if acknowledged and agreed to by Actual Objects. If any provision of this Agreement is found invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable according to its terms. Accordingly, the parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable and in such manner as comes closest to the intentions of the parties to this Agreement as is possible. This Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns, except that You may not assign or transfer this Agreement without Actual Objects' prior written consent.

13. Non-Disclosure:

During this Agreement, Actual Objects may provide You with certain pricing, technical, marketing and other confidential information. You acknowledge that such confidential information encompasses valuable trade



secrets and is proprietary to Actual Objects. You agree that You will maintain the confidentiality of any “Confidential Information” that Actual Objects may provide to You, and You shall not use or disclose the same without the prior written consent of Actual Objects. “Confidential Information” includes any information that is either designated as confidential by Actual Objects or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as confidential by You. During the term of this Agreement and without limitation of time thereafter, You will not, without Actual Objects’ prior express written consent, make any statements about Actual Objects, its business, services, shareholders, directors, employees, contractors, licensors, content providers, agents or representatives, which may disparage any of their reputation or adversely affect Actual Objects’ business.