

ARSCEINZA'S LICENSING POLICY

Arscienza's policy aims to inform the Customer (in further text "Licensee") about specific rights applying for purchase of digital contents at the www.arscienza.com.

About Arscienza and Major Legal Considerations

Arscienza (in further text "Owner") is a French company situated in Nantes (full address: Place Jean V, Nantes, 44000, France with VAT number FR87914487798, contact: info@arscienza.com) that offers on its e-commerce webshop digital contents such as photos, illustrations or layout designs (in further text "Products"). As this, all Arscienza business is governed by acting French laws that applies to all contracts with customer (in further text "Licensor"). Digital contents purchased at www.arscienza.com are property of Arscienza owning its absolute copyrights on Products, Licensees can exercise the rights as defined by specific Licenses, Right of Withdrawal doesn't apply on Products following purchase of digital contents at www.arscienza.com (according to the Article L221-28). By placing the order the Licensor confirms being informed and accepting the conditions defined in the General conditions and in this Licensing Policy.

Licenses and specific rights

Arscienza provides 4 types of licenses including STANDARD license intended for personal non-commercial use, while the CREATIVE, PUBLISHING and CREATIVE PRO licenses are intended for commercial use. **Commercial use** concerns any activity that involves an exchange of money, promotion of the business, product or service, or activity where financial gain or other consideration is requested or resulted from the direct or indirect use of the Licensed Product on behalf of the Licensee.

Licenses are **defined** as follows:

STANDARD LICENSE includes 1920x1080px (16:9) format contents (standard format for presentations or web) intended for personal use such as lectures, academic theses, non-commercial websites or social media. Duration of rights: In perpetuity; Number of projects: Unlimited; Printing: not-allowed

CREATIVE LICENSE includes larger format contents intended for commercial digital designing as embedded elements (web design, social media or any digital design). Reselling of the same or similar products is forbidden. Duration of rights: In perpetuity; Number of projects: Unlimited; Printing: not-allowed

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CREATIVE PRO LICENSE includes larger format contents intended for Commercial use with right for unlimited printed use (clothes, objects and other), marketing campaigns, movie industry and advertisement. Duration of rights: In perpetuity: Number of projects: 1 project. Printing: allowed; Printing: allowed with unlimited number of impressions.

It is forbidden to:

- Resell any modification of the Licensed Product as a standalone end product
- Resell or sub-license the Licensed product in a way that is directly competitive with original format
- Make the Licensed Product public or sharing it in downloadable format suitable for redistribution as a standalone file (Licensed product should be integrative part of the final end-product that is substantially different than original format)
- Adopting and/or falsely representing the authorship/ownership of the Licensed Product
- Use the Licensed Product for illegal, immoral, pornographic, fraudulent, harassing, offensive, or defamatory purposes
- Allow anyone other than the Licensee to manipulate and/or customize a digital endproduct when the Licensed product is available in a source (original) format
- Any other use that is not expressly permitted in the license terms is strictly prohibited

I. LICENSING TERMS

Art1.

Licensor owns all proprietary rights in and to the copyrightable and/or copyrighted Products described in this Agreement.

Art 2.

Licensor owns all rights in and to the Products and retains all rights to the Products, which are not transferred herein, and retains all copyrights laws and all federal copyrights in USA, which have been, or which may be.

Art 3.

Owner desires to obtain, and Licensor has agreed to grant, a license authorizing the use of the Product by Licensee in accordance with the terms and conditions of this Agreement.

Art. 4.

Owner owns Product. In accordance with this Agreement, Owner grants User a non-exclusive license to Use or Sell [the Products as defined by specific License Owner retains title and ownership of the Product.

II. RIGHTS AND OBLIGATIONS.

Art. 5.

User shall be the licensed user of the Product and shall enjoy all proprietary rights in and to the Product; however, such ownership shall not include ownership of the copyright in and to the Product or any other rights to the Product not specifically granted in this Licensing Policy.

III. PAYMENT.

Art. 6.

Licensee pays a royalty as defined by specific License format. The royalty is paid by credit card in “once off mode”

IV. MODIFICATIONS.

Art. 7.

Owner gives to the Licensee the right to modify the Product according to defined License format. Licensee shall not use Licensed property for any purpose that is unlawful or prohibited by these Terms of the Agreement.

V. DEFAULTS ON AGREEMENT.

Art. 8.

If User fails to abide by the obligations of this Agreement, Owner shall have the option to cancel this Agreement by providing 30 days written notice to User. User shall have the option of taking corrective action to cure the default to prevent the termination of this Agreement if said corrective action is enacted prior to the end of the time period stated in the previous sentence. There must be no other defaults during such time period or Owner will have the option to cancel this Agreement, despite previous corrective action.

VI. WARRANTIES.

Art. 9.

Neither party makes any warranties with respect to the use, sale, or other transfer of the Property by the other party or by any Third party, and User accepts the product “AS IS.” In no event will Owner be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Product.

The right of withdrawal is not applicable pursuant to the exceptions in the Directive EU 2011/83/EU and French law (according to the Article L221-28) regulating consumer rights, being the products digital content on non-material support, Licensee pursuing expresses the consent by paying and downloading the Product.

VII. TRANSFER OF RIGHTS.

Art.10.

Neither party shall have the right to assign its interests in this Agreement to any other party unless the prior written consent of the other party is obtained.

Art. 11.

VIII. INDEMNIFICATION.

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity will survive the termination of this Agreement.

IX. AMENDMENT.

Art. 12.

This Agreement may be modified or amended, only if the amendment is made in writing and is signed by both parties.

X. TERMINATION.

Art. 13.

This Agreement may be terminated by either party by providing 30 days written notice to the other party. This Agreement shall terminate automatically 50 years following date of purchase

i. Upon termination or expiration of this Agreement, Licensee User shall cease reproducing, advertising, marketing, and distributing the Product as soon as is commercially feasible. Licensee shall have the right to fill existing orders and to sell off existing copies of the Product. Licensor will have the right to verify the existence and validity of the existing orders and existing copies of the Work incorporating Product then in stock upon reasonable notice to Licensee.

ii. Termination or expiration of this Agreement shall not extinguish any of Licensee's or Copyright Owner's obligations under this Agreement including, but not limited to, the obligation to pay royalties if due, which by their terms continue after the date of termination or expiration.

XI. SEVERABILITY.

Art. 14.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

The following signatures make this Agreement effective as of the date first written above.

XII APPLICABILITY

By purchasing and downloading the Product(s), the customer consent being informed and accepting this Licensing Policy, she/he becomes the Licensee as of date of purchase, holding the rights as defined by specific License format and according to this Licensing policy.