

## Yarmouth Lane Photography Rights Managed License Agreement

This is a LEGAL AGREEMENT between you ("Licensee") and YARMOUTH LANE PHOTOGRAPHY ("Licensor"). This Rights Managed license agreement ("AGREEMENT") applies without limitation to the YARMOUTH LANE PHOTOGRAPHY World Wide Web site located at yarmouthlane.com and any future YARMOUTH LANE PHOTOGRAPHY web sites and any Image(s) delivered by download, electronic transfer, or any storage media.

We ask that you please read the following terms and conditions of this Agreement. Your acceptance of these terms is a mandatory and absolute condition to your access and use of any and all images from YARMOUTH LANE PHOTOGRAPHY. Downloading and/or using any images from YARMOUTH LANE PHOTOGRAPHY, including those as provided for the specific use of a Comp Usage PREVIEW via the Download Dock of the YARMOUTH LANE PHOTOGRAPHY web site, will confirm your acceptance of these terms and will form a legal binding contract between you and YARMOUTH LANE PHOTOGRAPHY.

The Invoice (which is defined below) shall be made a part of this Agreement and shall be incorporated by reference herein, and together with this Agreement shall constitute the entire agreement between you and YARMOUTH LANE PHOTOGRAPHY regarding the Image(s). **All references to this Agreement must and shall include the Invoice.** YARMOUTH LANE PHOTOGRAPHY reserves the right to change any of the terms of this Agreement at any time, and you agree to be bound by such changes. If you do not agree to the following terms, do not download or use any Image(s).

### 1. LICENSE

#### A. Defined Terms:

**"Agreement"** shall mean, collectively, the terms and conditions (i) herein, (ii) in the Invoice(s) and (iii) in the specific YARMOUTH LANE PHOTOGRAPHY Web Pages that are applicable to the Image(s) and Content licensed hereunder, all of which are incorporated into this agreement by reference.

**"Comp Usage" and "Comps"** shall both equivalently mean a low resolution Image(s) supplied and licensed by YARMOUTH LANE PHOTOGRAPHY to you without a fee solely for your internal evaluation to determine whether the content is appropriate for your intended use. **you may not use Comps in any manner except for internal evaluation of the applicable Image(s) or in any materials distributed or accessible to the public or in any final product or use,** nor distributed in any manner whatsoever, except for the express purpose for their temporary review, and may not be sold or sublicensed alone or as part of any product.

**"End Use"** shall mean the final work product created with the Image(s) as authorized by this Agreement and excluding Comps.

**"Image(s)"** shall mean all content, images, photographs, film and video footage clips, or any other visual representation regardless of whether the Image(s) are obtained via download from any YARMOUTH LANE PHOTOGRAPHY Web site, delivered via any Storage Media that is now known or may become known in the future, or obtained from a YARMOUTH LANE PHOTOGRAPHY authorized distributor, including and without limitation all accompanying metadata, text, captions, and other information and material, all of which are part of the Licensed Material.

**"Invoice"** means any document provided by YARMOUTH LANE PHOTOGRAPHY and/or its authorized distributors to you, whether computer-generated or in printed form, that sets forth, without limitation, the specific parties contracting for use of the Image(s) selected, the limitations on the license (if any) of the Images and the corresponding price(s) for the license of such Image(s). The term "Invoice" may also include any confirmation pages or receipts provided to you in connection with an on-line payment transaction that contain additional licensing terms. All references to the Agreement shall include the Invoice.

**"Licensed Material"** shall mean any Image(s) licensed to you by Yarmouth Lane Photography under the terms of this Agreement.

**"Storage Media"** shall mean CD-ROM, digital video disc (DVD), floppy disk, hard drive, or any other storage device or media now known, or hereafter created.

**"Term"** shall mean (1) with respect to each license granted hereunder, the length of time specified herein or in the specific applicable Invoice and/or the specific YARMOUTH LANE PHOTOGRAPHY Web Pages that are applicable to the Image(s) licensed hereunder, unless earlier terminated as provided herein, and (2) with respect to this Agreement, the term shall end on the earlier to occur of either the (i) cancellation of this Agreement as provided herein or (ii) the expiration of all licenses issued under this Agreement.

**"User"** shall mean the individual entering into this Agreement or any legal entity or agent of such individual, employee or contractor of such individual, legal entity or agent that edits, manipulates or modifies the Images or is otherwise directly involved in the creative process including, but not limited to, artists, photo editors, photo researchers, photographers, art directors or designers. All Users shall only use the Images in accordance with the terms of this Agreement.

**"You"** shall mean a single: (i) individual, (ii) legal entity (corporation, partnership, LLC, sole proprietorship, etc.), or (iii) agent acting on behalf of a single individual or legal entity. In the context of this Agreement, "you" shall also mean your company, your employer and/or your client in the event that you are acting as an agent for a single client.

#### **B. Copyright**

**The Image(s) are copyrighted and protected** under the various laws of the United States, International treaties and other applicable laws. The Image(s) shall remain in perpetuity the sole and exclusive property of YARMOUTH LANE PHOTOGRAPHY, or its licensors. **Use of the Image(s) is licensed, not sold**, pursuant to the terms of this Agreement. It shall be recognized that any use of the Image(s) outside of this Agreement will be a Copyright Infringement and entitles YARMOUTH LANE PHOTOGRAPHY to pursue all remedies available under copyright and other laws.

#### **C. Grant: Paid License.**

(I) YARMOUTH LANE PHOTOGRAPHY grants you a non-exclusive and non-transferable license to use and reproduce the Image(s) to create and exploit the End Use as specified in any Invoice, specific license rights pages on YARMOUTH LANE PHOTOGRAPHY'S Web sites and this Agreement. **This Agreement is conditioned upon both: (a) your satisfying all conditions and restrictions on use, and (b) YARMOUTH LANE PHOTOGRAPHY'S timely receipt of full payment as invoiced by YARMOUTH LANE PHOTOGRAPHY.** Your failure to make payment when due shall terminate any license granted to you and shall immediately and automatically terminate your rights to use the Image(s) and shall be deemed a breach of this Agreement. Use of the Image(s) while this Agreement is not in force will be recognized as a Copyright Infringement.

(II) The Image use is strictly limited to: (a) Comp Usage or (b) the use, medium, length of time, Image size/resolution, print run, placement, territory, market, or industry and any other restrictions specified in any Invoice, specific license rights pages on YARMOUTH LANE PHOTOGRAPHY'S Web sites and this Agreement.

(III) Fees assessed for your use of the Image(s) depend on the nature of the rights granted. **You shall not undertake any expanded use of the Image(s) without the prior approval of YARMOUTH LANE PHOTOGRAPHY and the payment of any additional license fee** required by YARMOUTH LANE PHOTOGRAPHY for such expanded use. You shall promptly notify YARMOUTH LANE PHOTOGRAPHY of any desire to expand use of the Image(s) for which you have not received YARMOUTH LANE PHOTOGRAPHY'S prior approval, and shall pay to YARMOUTH LANE PHOTOGRAPHY any additional license fee required by YARMOUTH LANE PHOTOGRAPHY for such expanded use.

(IV) Use of Images in a manner not expressly authorized by the Invoice and this Agreement (a) may constitute an infringement of the proprietary rights of YARMOUTH LANE PHOTOGRAPHY or a third party and (b) may result in you incurring or being responsible for any damages resulting from any such use, including any damages resulting from any claims for infringement of the intellectual property or proprietary rights of YARMOUTH LANE PHOTOGRAPHY or a third party.

#### **D. Unauthorized and Prohibited Uses**

Unauthorized use of the Image(s) shall entitle YARMOUTH LANE PHOTOGRAPHY to exercise all rights and remedies under applicable laws against all users of such Image(s). **You are strictly prohibited to**

(I) Remove any copyright, trademark or watermark from any place where it appears on the Image(s).

(II) Translate, decompile, reverse engineer, or disassemble any part of the Image(s).

(III) Copy or reproduce the Image(s), except as specifically provided for herein; see section regarding Electronic Delivery and Storage of Digital Image Files (section 1 part F of this Agreement).

(IV) Sub-license, sell, rent, lease, resell, redistribute, transfer, assign or provide to others any portion of the Image(s), its accompanying materials, or rights to the Image(s).

(V) Display the Image(s) in any digital format or for any digital use at a resolution greater than 72 dpi, except as provided for Comp Usage in editorial or preliminary design work. Doing so will be viewed as an attempt to distribute the Image(s) in violation of this Agreement.

(VI) Use the Image(s), or any part of the Image(s), as part of a logo, trademark, or service mark. YARMOUTH LANE PHOTOGRAPHY or its licensors retain the full rights to the Image(s), and you cannot establish your own rights.

(VII) Use the Image(s) to compete with YARMOUTH LANE PHOTOGRAPHY. YARMOUTH LANE PHOTOGRAPHY is in the business of licensing images to its customers. It is the specific intent of this provision to prohibit you from using the Image(s) to enter, either directly or indirectly, a similar or competing business.

(VIII) Use the Image(s) in a product or service whereby the Image(s) can be used apart from a product or service.

(IX) Use the Images(s) in any downloadable format intended for multiple distribution including, without limitation, Web site templates, software products, e-greetings, etc. **Such usage is subject to additional licensing fees.** Please contact sales@yarmouthlane.com to find out about a special license for such use.

(X) Use the Image(s), or resell for use, in any mobile device, including but not limited to mobile telephones, handheld game consoles, and PDAs. Such usage is subject to additional licensing fees. Please contact sales@yarmouthlane.com to find out about a special license for such use.

(XI) Use the Images(s) as screen savers.

(XII) Use the Image(s) in any way that might be considered defamatory, libelous, obscene, immoral, fraudulent or illegal. This includes the use of the Image(s) for pornographic purposes. The Image(s) may not under any circumstances be used in a way that would defame, malign, slander, asperse, libel, or vilify the persons, property, countries, races, customs, cultures, religions, governments or military visible in the Image(s).

(XIII) Without advance written consent from YARMOUTH LANE PHOTOGRAPHY and any model in such Image(s), use Image(s) that include people as part of any sensitive subject matters, as determined by YARMOUTH LANE PHOTOGRAPHY. Sensitive subject use pertains to both commercial and editorial uses. Availability of model releases does not grant the right to use Image(s) in any sensitive subject matters.

#### **E. Use Credit and Samples**

(I) Unless otherwise agreed in writing, in all editorial uses, the following credit must be given to the copyright holder, their representative, and YARMOUTH LANE PHOTOGRAPHY, either adjacent to the Image or in a credits section which is referenced in the table of contents: "© **WJTatulinski, Yarmouth Lane Photography.**" The use fee will be doubled for any omission of such editorial credit. In commercial and advertising usage, credit is requested but not required.

(II) You agree to provide YARMOUTH LANE PHOTOGRAPHY on request and free of charge two (2) copies of any printed product or publication you create using the Licensed Material, or if electronic use is permitted, the URL and any required passwords or the screen captures for our records. It is agreed that YARMOUTH LANE PHOTOGRAPHY may use and publish the samples provided for its own self-promotion.

#### **F. Electronic Delivery and Storage of Digital Image Files**

(I) Should YARMOUTH LANE PHOTOGRAPHY deliver to you digital files of our Image(s), the delivery of those digital files is solely an accommodation to our clients. YARMOUTH LANE PHOTOGRAPHY does not warrant that the digital delivery will be on a timely basis, uninterrupted, error free or compatible with a client's particular system. YARMOUTH LANE PHOTOGRAPHY makes no warranty, either express or implied, including without limitation, any implied warranties of merchantability or fitness for a particular purpose. In no event shall YARMOUTH LANE PHOTOGRAPHY be liable for any direct, indirect, incidental, special or consequential damages arising out of or relating to the digital delivery of any image or otherwise.

(II) You may retain digital Image files for up to sixty (60) days, unless otherwise stated in the Invoice.

(III) You may place Image(s) on your internal computer network provided you limit access to the Images to those having an actual need to facilitate production or creation of any licensed use, but you shall not otherwise distribute or permit access to any Image(s). Upon the expiration of the License or earlier termination of this Agreement, any and all digital files which YARMOUTH LANE PHOTOGRAPHY supplied or you have created and stored in ANY format including but not limited to hard disk, tape, optical disk, CD-ROM, floppy disk or other media **MUST BE DESTROYED** from your computer or other electronic storage system, unless you plan to re-license use of the image, in which case you must notify YARMOUTH LANE PHOTOGRAPHY immediately for a fee reassessment.

(IV) YARMOUTH LANE PHOTOGRAPHY'S copyright information and Image identification number must be retained with the Image(s) while you retain them.

## **2. PAYMENT TERMS and OVERDUE INVOICES**

No rights are granted until payment in full is made to YARMOUTH LANE PHOTOGRAPHY, even though you have received an Invoice. Prices for the Image(s) shall be determined solely by YARMOUTH LANE PHOTOGRAPHY and reflected on your Invoice. Payment is due within the time frame designated on the Invoice or as specified on YARMOUTH LANE PHOTOGRAPHY'S Web sites, or if not stated, within thirty (30) days after your receipt of the Invoice. You agree to pay all Image(s) license fees. If timely payment is not received, all rights granted in this Agreement and any Invoice shall be automatically and immediately revoked. A service charge of two percent (2%) per month, or such lesser amount as is allowed by law, will be charged on any unpaid balance. Any claims for adjustments must be made to YARMOUTH LANE PHOTOGRAPHY within seven (7) days of receipt. You shall be liable for all past due amounts, interest and costs of collection, including attorneys' fees. See Section 13 for cancellation terms. **You are required to pay in full in a timely manner for all Licensed Material that you obtained, regardless of whether they are used, unless you comply with the cancellation provisions of this Agreement.** YARMOUTH LANE PHOTOGRAPHY may, in its sole discretion, decide not to terminate this License and Agreement for any unpaid Invoice or portion thereof, but you shall pay any service charge pursuant to this Agreement, whether or not YARMOUTH LANE PHOTOGRAPHY terminates the Agreement.

## **3. TERMINATION**

A. Unless earlier terminated in accordance with the terms of this Agreement, this Agreement is effective for the period stated on your Invoice.

B. Subject to YARMOUTH LANE PHOTOGRAPHY'S rights under section 14 of this Agreement to charge interest for overdue Invoices and not terminate this Agreement, the License contained in this Agreement will terminate immediately and automatically without notice from YARMOUTH LANE PHOTOGRAPHY if you fail to comply with any provision of this Agreement.

C. You can terminate this Agreement with respect to any Image(s) licensed hereunder by destroying the Image(s), along with any copies or archives, any CD-ROM, DVD-ROM, or other media, all accompanying materials (if applicable), and ceasing all use of the Image(s) for any purpose. Such termination may not effect payment obligations.

D. Upon termination of this Agreement with respect to any Image(s) licensed hereunder, you agree to (i) destroy or return all copies and archives of the Image(s) as directed by YARMOUTH LANE PHOTOGRAPHY, (ii) stop using all Licensed Material and Image(s) for any purpose, and (iii) confirm to YARMOUTH LANE PHOTOGRAPHY in writing that you have complied with these requirements.

#### 4. WARRANTY AND LIMITATION OF LIABILITY

A. YARMOUTH LANE PHOTOGRAPHY represents and warrants that:

(I) it has sufficient rights to enter into this Agreement and to grant you the limited license under this Agreement and as further described in the Invoice;

(II) the digital copy of the Image(s) and any other Licensed Material or other Storage Media (if applicable) will be free from defects in materials and workmanship (but not visual artifacts inherent in the original Image(s)) under normal use for a period of 30 days from the date of delivery;

(III) the Image(s) as provided hereunder, and used as permitted in this Agreement, will not infringe any copyright, trademark, moral right, right of privacy or any other intellectual property right of any third party.

B. **DISCLAIMER OF WARRANTY.** EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE IMAGE(S), STORAGE MEDIA AND ACCOMPANYING MATERIALS (IF APPLICABLE) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. YARMOUTH LANE PHOTOGRAPHY MAKES NO WARRANTIES FOR ANY IMAGES THAT HAVE BEEN MODIFIED OR ALTERED BY YOU AND **YOU SHALL BE SOLELY RESPONSIBLE FOR ANY CLAIMS RELATING TO OR ARISING OUT OF YOUR MODIFICATION AND USE OF THE IMAGES.** YARMOUTH LANE PHOTOGRAPHY GRANTS NO RIGHTS OR WARRANTIES WITH RESPECT TO THE USE OF NAMES, TRADEMARKS, LOGO TYPES, COPYRIGHTED DESIGNS OR WORKS OF ART OR ARCHITECTURE DEPICTED IN ANY IMAGE, AND THE USER MUST SATISFY ITSELF THAT ALL NECESSARY RIGHTS, CONSENTS, OR PERMISSIONS AS MAY BE REQUIRED ARE OBTAINED. YARMOUTH LANE PHOTOGRAPHY DOES NOT WARRANT THAT THE IMAGE(S), WEB SITES OR OTHER MATERIALS, WILL MEET YOUR REQUIREMENTS OR THAT USE WILL BE UNINTERRUPTED OR ERROR FREE. THE ENTIRE RISK AS TO THE QUALITY, PERFORMANCE AND USE OF THE IMAGE(S) IS SOLELY WITH YOU. YOU UNDERSTAND THAT YOU SHOULD SEEK COMPETENT COUNSEL BEFORE USING IMAGES ON OR IN CONNECTION WITH ANY GOODS OR SERVICES OR FOR ANY OTHER COMMERCIAL PURPOSES. YARMOUTH LANE PHOTOGRAPHY SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY OR OTHER ENTITY CLAIMING THROUGH IT OR YOU FOR ANY DIRECT, INDIRECT, GENERAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR LOST PROFITS OR ANY OTHER DAMAGES, COSTS OR LOSSES ARISING OUT OF YOUR USE OF THE IMAGE(S), YARMOUTH LANE PHOTOGRAPHY'S BREACH OF THIS AGREEMENT OR OTHERWISE, EVEN IF YARMOUTH LANE PHOTOGRAPHY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. IN NO EVENT, SHALL YARMOUTH LANE PHOTOGRAPHY'S TOTAL AGGREGATE LIABILITY TO YOU, OR TO ANY THIRD PARTY CLAIMING THROUGH YOU, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE IMAGE(S) (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE MONETARY AMOUNT ACTUALLY RECEIVED BY YARMOUTH LANE PHOTOGRAPHY FOR YOUR USE OF THE APPLICABLE IMAGE(S) AND LICENSED MATERIAL.

C. You represent, warrant and covenant that:

(I) you will not use the Image(s) in any way that is not permitted by this Agreement;

(II) you are at least eighteen years of age and have the full right and authority to enter into this Agreement on behalf of you and/or your company, employer, principal, or client in the case that you are acting as an agent;

(III) you do not reside in any country to which export of US products are prohibited or restricted and you may not ship, transfer or export any of the Images into any country or use any of the Images in any manner prohibited by any laws, restrictions or regulations;

(IV) your use of the Image(s) will not violate any applicable law or regulation of any country, state, or other governmental entity;

(V) The information that you provide to YARMOUTH LANE PHOTOGRAPHY is accurate and true, including, without limitation, all credit card or other payment information and you shall update such information as necessary;

(VI) you are solely responsible for determining whether your use of any Image(s) requires the consent of any other party or the license of any additional rights. If you are unsure whether additional rights are needed for your use of the Images, you are responsible for consulting with competent legal counsel; and

(VII) you are solely responsible for determining whether your use of any Image(s) requires the consent of any other party or the license of any additional rights. You are solely responsible for obtaining any and all releases and clearances as may be required and you should not rely solely on the information provided by YARMOUTH LANE PHOTOGRAPHY. If you are unsure whether additional rights are needed for your use of the Images, you are responsible for consulting with competent legal counsel.

(VIII) If you are acting as an agent, you must inform your client/principal of the terms of this Agreement.

#### 5. LIMITATION OF REMEDIES

A. Exclusive Remedy of Replacement or Refund:

YARMOUTH LANE PHOTOGRAPHY will as your sole and exclusive remedy for your inability to use an Image(s) and at YARMOUTH LANE PHOTOGRAPHY'S sole discretion, provide you with a replacement of the digital copy of such Image(s), or refund any fee paid by you to YARMOUTH LANE PHOTOGRAPHY provided you have not made any licensed use of the Image(s). Any claims must be brought within six (6) months of the date that you discovered such claim, or reasonably should have discovered such claim, or shall be waived. See Section 13 for other refund terms that may apply.

## **6. INDEMNIFICATION**

You assume full responsibility for the use of the Image(s) and Licensed Material. You agree to indemnify, defend, and hold YARMOUTH LANE PHOTOGRAPHY harmless, including their agents, affiliates, parents and subsidiaries, employees, directors, officers, successors, assigns, distributors and anyone else associated with YARMOUTH LANE PHOTOGRAPHY, against any and all claims (including without limitation claims by third parties), liabilities, costs, damages, or expenses, (including attorneys' fees) asserted against YARMOUTH LANE PHOTOGRAPHY arising out of your use of the Images or in connection with your breach of any of the terms of this Agreement.

## **7. GENERAL**

A. Enforceability. If any provision of this Agreement is held to be not enforceable, such provision shall be reformed only to the extent to make it enforceable, consistent with the parties' intent.

B. Waiver. No action of YARMOUTH LANE PHOTOGRAPHY, other than an express written, signed waiver may be construed as a waiver of any part of this Agreement. In the event that YARMOUTH LANE PHOTOGRAPHY waives a specific part of the Agreement, it does not mean that YARMOUTH LANE PHOTOGRAPHY waives any other part.

C. Confidentiality. In connection with this Agreement, YARMOUTH LANE PHOTOGRAPHY 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 YARMOUTH LANE PHOTOGRAPHY, and you shall maintain the confidentiality of any "Confidential information" that YARMOUTH LANE PHOTOGRAPHY may provide to you, and you shall not use or disclose the same without the prior written consent of YARMOUTH LANE PHOTOGRAPHY. "Confidential information" includes any information that is either designated as confidential by YARMOUTH LANE PHOTOGRAPHY or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as confidential by you, namely information or data not available to the general public and is considered to have some importance to the YARMOUTH LANE PHOTOGRAPHY.

D. Consumers. No rights, including copyright rights, and rights to copy, distribute, or to enter into a database, to the Images are granted to consumers of products or services provided by you. You warrant that you will not suggest to the contrary in advertising or other communications to consumers.

E. Modification. No provisions in either party's purchase orders, or in any other business forms of either party will supersede the terms and conditions of this Agreement or the terms of any Invoice, confirmation, or receipt generated by YARMOUTH LANE PHOTOGRAPHY, or terms specified on any of YARMOUTH LANE PHOTOGRAPHY'S Web sites, and no modification, supplement, or amendment of this Agreement or the Invoice shall be binding, unless executed in writing by duly authorized representatives of each party to this Agreement.

F. Infringement. In the event you become aware of any activity that infringes any rights, including copyright rights, of the Image(s), you must promptly notify YARMOUTH LANE PHOTOGRAPHY of such activity and provide all cooperation reasonably requested by YARMOUTH LANE PHOTOGRAPHY regarding such activity.

## **8. TAXES**

You are responsible for the payment of all sales and use tax, when applicable, and all income and other tax related to the use of the Licensed Material by you under this Agreement. YARMOUTH LANE PHOTOGRAPHY does not accept resale certificates without prior written approval and at Licensor's discretion.

## **9. JURISDICTION**

This Agreement, its validity and effect, shall be solely interpreted, and governed by, the laws of the State of Ohio, United States. Any claims shall be brought solely in the Federal District Court of Ohio and you expressly consent to the exclusive jurisdiction of the federal courts of the State of Ohio, United States. You consent to the service of any required notice or process upon you by registered mail or overnight courier with proof of delivery.

## **10. LEGAL FEES**

You agree to reimburse YARMOUTH LANE PHOTOGRAPHY for its legal fees, costs and disbursements if YARMOUTH LANE PHOTOGRAPHY is successful in enforcing any of its rights under this Agreement including, without limitation, in connection with any action to collect payment.

## **11. ASSIGNABILITY**

You may not assign or transfer to anyone else the rights granted to you in this Agreement, without our prior written consent. YARMOUTH LANE PHOTOGRAPHY may assign or transfer this Agreement freely.

## **12. DATE AND DELIVERY OF AGREEMENT**

Notwithstanding anything to the contrary contained in this Agreement, the parties intend that this Agreement shall be deemed effective, executed, and delivered for all purposes under this Agreement, and for the calculation of any statutory time periods based on the date an agreement between parties is effective, executed, and/or delivered, as of the date set forth on the Invoice.

**13. CANCELLATION**

All cancellations are final. If you decide not to use the Image(s), to receive a full refund you must advise YARMOUTH LANE PHOTOGRAPHY within 15 days of the Invoice date, or, in the case of online payment within 15 days of the payment date. If the cancellation notice is received more than 15 days but less than 30 days from the Invoice date or online payment date a 50% refund will be granted. After 30 days from the date of the Invoice or payment date, the transaction cannot be cancelled and full payment is due whether or not you have used the Image(s) or Licensed Material. Cancellation is not possible once an Image(s) or Licensed Material has been publicly used. **In order to qualify for a cancellation, you must submit a completed and signed refund affidavit within the above specified timeframes and in no event shall affidavits be accepted by YARMOUTH LANE PHOTOGRAPHY more than 30 days after the Invoice date or payment date.**

By requesting a refund, you hereby represent and warrant that: (i) you have deleted or destroyed any and all Image(s) covered by your Invoice, (ii) that you have not, and will not use the Image(s) covered by your Invoice, and (iii) that a breach of the foregoing shall require you to immediately repay the entire amount of the Invoice plus damages to YARMOUTH LANE PHOTOGRAPHY.

**14. ENTIRE CONTRACT**

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT, TOGETHER WITH THE INVOICE, ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND YARMOUTH LANE PHOTOGRAPHY, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND YARMOUTH LANE PHOTOGRAPHY RELATING TO THE SUBJECT OF THIS AGREEMENT. ANY FAQ'S, OTHER EXPLANATIONS, AND GENERAL TEXT IN YARMOUTH LANE PHOTOGRAPHY'S WEB SITES ARE FOR YOUR INFORMATION ONLY AND ARE NOT, AND SHALL NOT BE CONSTRUED AS, PART OF THIS AGREEMENT UNLESS SPECIFIED OTHERWISE IN THIS AGREEMENT.

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Licensors \_\_\_\_\_ Date \_\_\_\_\_ Licensee \_\_\_\_\_ Date \_\_\_\_\_