

CONTENT LICENSE AGREEMENT

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1. Background of Agreement

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- 4.1.6. use the Content in design template applications intended for resale, whether on-line or not, including, without limitation, scrapbook templates, quick pages, website templates, Flash templates, business card templates, greeting card templates, and brochure design templates;
- 4.1.7. use or display the Content on websites or other venues designed to induce or involving the sale, license or other distribution of "on demand" products, including postcards, mugs, t-shirts, posters and other items (this includes custom designed websites, as well as sites such as www.cafepress.com);
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- 4.1.9. use any of the Content as part of a trade-mark, design-mark, trade-name, business name, service mark, or logo;
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- 4.1.13. to the extent that source code is contained within the Content, reverse engineer, decompile, or disassemble any part of such source code;

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- 8.1. Chronos' Liability. Chronos' entire liability and your exclusive remedy, with respect to any claims arising out of your use of the Content, or out of your actions in downloading the Content, shall be as follows:
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- 8.1.2. If you continue to be unable to download the Content, Chronos will refund the fee actually paid by you for such Content, provided Chronos determines in its sole and absolute discretion that you have been unable to download such Content successfully.

- 8.2. Limitation of Liability. IN NO EVENT SHALL CHRONOS OR ANY OF ITS AFFILIATES OR CONTENT PROVIDERS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE CONTENT, OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF CHRONOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.
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- 8.4. Jurisdictional Restrictions. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
9. **Indemnification.** You agree to indemnify, defend and hold Chronos, its affiliates, its Content providers and their respective directors, officers, employees, shareholders, partners and agents (collectively, the "Chronos Parties") harmless from and against any and all claims, liability, losses, damages, costs and expenses (including reasonable legal fees on a solicitor and client basis) incurred by any Chronos Party as a result of or in connection with any breach by you or anyone acting on your behalf of any of the terms of this Agreement.

10. General Provisions

- 10.1. Other Agreements. You specifically agree and acknowledge that you have, in addition to the terms of this Agreement, reviewed the terms of the Membership Agreement and Terms of Use and any other agreements which may be incorporated by reference therein, and to the extent of their incorporation in this Agreement you agree to be bound by them.
- 10.2. Non-Waiver. Chronos' failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.
- 10.3. Assignment; Binding Effect. This Agreement is personal to you and is not assignable by you without Chronos' prior written consent. Chronos may assign this Agreement without your consent to any other party so long as such party agrees to be bound by its terms.
- 10.4. Severability. If all or part of any provision of this Agreement is wholly or partially unenforceable, the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place of such whole or part provision an enforceable provision or provisions, that as nearly as possible reflects the terms of the unenforceable whole or part provision.

- 10.5. Taxes and Duties. You agree to pay and be responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the license granted to you, or of your use of the Content, pursuant to this Agreement.
- 10.6. Governing Law. This Agreement will be governed under the laws of the state of Utah and the federal laws of the United States applicable therein (without reference to conflicts of laws principles). This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
- 10.7. Notices. You consent to service of any required notice or process upon you by registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information provided by you at the time the Content was downloaded, or such other address as you may advise us in writing to use, from time to time.
- 10.8. Dispute Resolution. Any and all disputes arising out of, under or in connection with this Agreement, including without limitation, its validity, interpretation, performance and breach, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single Arbitrator appointed in accordance with such rules. The arbitration shall take place in Heber City, Utah, United States, and shall be conducted in the English language.
- 10.9. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning hereof
11. **Contact.** If you have concerns relating to this Agreement, please contact Chronos at help@iscrapbook.com.
12. **Acknowledgement.** YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND HAD AN OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO AGREEING TO IT. IN CONSIDERATION OF CHRONOS AGREEING TO PROVIDE THE CONTENT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND CHRONOS, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND CHRONOS RELATING TO THE SUBJECT OF THIS AGREEMENT.

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