

CONTENT LICENSE AGREEMENT

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1. Background of Agreement

- 1.1. Acceptance. This is a fairly lengthy document, and it contains many important provisions that affect your rights and obligations. By downloading or purchasing Content (defined in subparagraph 1.2 below), you accept this Agreement either for yourself or on behalf of your employer or the entity that is identified as the member account holder, and agree to be bound by its provisions. If you are accepting on behalf of your employer or the entity that is the member account holder, you represent and warrant that you have full legal authority to bind your employer or such other entity. If you do not have such authority or you do not accept or agree with these terms, do not accept the Agreement and do not download the Content.
 - 1.2. Definitions. In this Agreement: (i) "you" means you or, if you are accepting on behalf of your employer or member account entity, then "you" means that employer or entity and affiliates; and (ii) "Content" means any photographic image, illustration, graphic, animation, Flash file, film or video footage, visual representation generated optically, electronically, digitally or by any other means or in any media or other material that you are downloading from the Site, together with any accompanying material (including information, software, data files, and code snippets).
2. **Standard License Terms**. We hereby grant to you a perpetual, non-exclusive, non-transferable worldwide license to use the Content for the Permitted Uses (as defined below). Unless the activity or use is a Permitted Use, you cannot do it. All other rights in and to the Content, including, without limitation, all copyright and other intellectual property rights relating to the Content, are retained by Chronos or the supplier of the Content, as the case may be.

3. Permitted Standard License Uses

- 3.1. Clarification. You may only use the Content for those advertising, promotional and other specified purposes which are Permitted Uses (as defined below). For clarity, you may not use the Content in products for resale, license or other distribution, unless the original Content has been fundamentally modified or transformed sufficiently that it constitutes an original work entitling the author or artist to copyright protection under applicable law, and where the primary value of such transformed or derivative work is not recognizable as the Content nor is the Content capable of being downloaded, extracted or accessed by a third party as a stand-alone file (satisfaction of these conditions will constitute the work as a "Permitted Derivative Work" for the purposes of this Agreement). For example, you cannot superficially modify the Content, print it on a t-shirt, mug, poster, template or other item, and sell it to others for

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- 3.2. Seat Restrictions. Only you are permitted to use the Content, although you may transfer files containing Content or Permitted Derivative Works to your clients, printers, or ISP for the purpose of reproduction for Permitted Uses, provided that such parties shall have no further or additional rights to use the Content and cannot access or extract it from any file you provide. You may install and use the Content in only one location at a time, although subject to the Prohibited Uses and the other terms of this Agreement, you are entitled to utilize the Permitted Uses an unlimited number of times. You may physically transfer the Content and its archives from one location to another, in which case you may use the Content at the new location instead. If you require the Content to be in more than one location or accessible by more than one person, you must download and purchase the Content from the Site for each such use. You may make one (1) copy of the Content solely for back-up purposes, and you must reproduce all proprietary notices on this single backup copy.
- 3.3. Permitted Uses. Subject to the restrictions described under Prohibited Uses below, the following are “Permitted Uses” of Content:
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 - 3.3.2. entertainment applications, such as books and book covers, magazines, newspapers, editorials, newsletters, and video, broadcast and theatrical presentations;
 - 3.3.3. on–line or electronic publications, including web pages to a maximum of 800 x 600 pixels;
 - 3.3.4. prints, posters (i.e. a hardcopy) and other reproductions for personal use or promotional purposes specified in (3.3.1) above, but not for resale, license or other distribution; and
 - 3.3.5. any other uses approved in writing by Chronos.
- 3.4. Guidance. If there is any doubt that a proposed use is a Permitted Use, you should contact Chronos for guidance.

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- 4.1. Prohibited Uses. You may not do anything with the Content that is not expressly permitted in the preceding section. For greater certainty, the following are “Prohibited Uses” and you may not:
 - 4.1.1. use the Content in design template applications intended for resale, whether on-line or not, including, without limitation, scrapbook templates, website templates, Flash templates, business card templates, electronic greeting card templates, and brochure design templates;

- 4.1.2. 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);
- 4.1.3. use the Content in any posters (printed on paper, canvas or any other media) or other items for resale, license or other distribution for profit;
- 4.1.4. use any of the Content as part of a trade-mark, design-mark, trade-name, business name, service mark, or logo;
- 4.1.5. incorporate the Content in any product that results in a re-distribution or re-use of the Content (such as electronic greeting card web sites, scrapbook template, web templates and the like) or is otherwise made available in a manner such that a person can extract or access or reproduce the Content as an electronic file;
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- 4.1.7. use or display any Content that features a model or person in a manner that (i) would lead a reasonable person to think that such person uses or personally endorses any business, product, service, cause, association or other endeavour; or (ii) that depicts such person in a potentially sensitive subject matter, including, but not limited to mental and physical health issues, social issues, sexual or implied sexual activity or preferences, substance abuse, crime, physical or mental abuse or ailments, or any other subject matter that would be reasonably likely to be offensive or unflattering to any person reflected in the Content;
- 4.1.8. to the extent that source code is contained within the Content, reverse engineer, decompile, or disassemble any part of such source code;
- 4.1.9. remove any notice of copyright, trade-mark or other proprietary right from any place where it is on or embedded in the Content;
- 4.1.10. sub-license, re-sell, rent, lend, assign, gift or otherwise transfer or distribute the Content or the rights granted under this Agreement;
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6. **Term of Agreement**

- 6.1. Term and Termination. This Agreement is effective until it is terminated. You can terminate this Agreement by destroying the Content and any Permitted Derivative Works, along with any copies or archives of it or accompanying materials (if applicable), and ceasing to use the Content for any purpose. The Agreement also terminates without notice from Chronos if at any time you fail to comply with any of its terms. Upon termination, you must immediately (i) cease using the Content for any purpose; (ii) destroy or delete all copies and archives of the Content or accompanying materials; and (iii) if requested, confirm to Chronos in writing that you have complied with these requirements.
- 6.2. Revocation and Amendment. Chronos reserves the right to elect at a later date to revoke or amend the license granted by this Agreement and replace the Content with an alternative for any reason. Upon notice, sent to the address or contact information provided by you for your member account, or such other address as you may advise us in writing to use, from time to time, of such replacement, the license for the replaced Content immediately terminates for any products that do not already exist, and this license automatically applies to the replacement Content. You agree not to use the replaced Content, or any Permitted Derivative Works, for future products and to take all reasonable steps to discontinue use of the replaced Content, or any Permitted Derivative Works, in products that already exist.

7. **Limited Representations and Warranties**

- 7.1. Warranty. The Site acts as an exchange of Content between those who provide Content to the Site and those who wish to use such Content. Chronos grants no rights and makes no warranties regarding the use of names, people, trademarks, trade dress, patented or copyrighted designs or works of art or architecture or other forms of intellectual property represented in any Content. While Chronos has made reasonable efforts to correctly

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- 7.3. Jurisdictional Restrictions. Certain jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. You have specific rights under this warranty, but you may have others, which vary from jurisdiction to jurisdiction.

8. Limitation of Warranties and Liability

- 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:
- 8.1.1. You may, upon request to Chronos, be permitted to download the Content again, at a location Chronos will provide for you;
- 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.
- 8.3. Maximum Liability. IN ANY EVENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF CHRONOS UNDER THIS AGREEMENT, THE LICENSE PROVIDED HEREUNDER, OR THE USE OR EXPLOITATION OF ANY OR ALL OF THE CONTENT IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO THE

FEES ACTUALLY PAID BY YOU TO CHRONOS UNDER THIS AGREEMENT IN RESPECT OF THE USE OF THE RELEVANT CONTENT.

- 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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