

OFF THE WALLS

S T U D I O G A L L E R Y

H O L L Y W O O D C A L I F O R N I A

Revised: July 6, 2020

Royalty Free Downloadable Image Licensing Terms

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Low Resolution File

Social Media

\$50 USD

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Non Exclusive World Wide Forever
File Size: 1250px @ 72dpi

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Medium Resolution File

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Use it Anywhere

Print Image up to 16" x 20" Royalty Free
Non Exclusive World Wide Forever
File Size: 2800px @ 150dpi

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Large Resolution File

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Use it Anywhere Print Image up to 36 x 48" Royalty Free
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Rights Managed:

Price Varies

For any special License Terms:

Prints Image Larger than 36 x 48" Exclusivity

Extended Terms

Multiple Categories Rights Managed:

Print Editorial

All Digital Media Marketing

Book Cover Advertising Large Formate

Contact OTWSG via email to inquire about Rights Managed Licensing

Off The Walls Studio Gallery

IMAGES CONTENT LICENSE AGREEMENT

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- 1 What types of licenses does Off the Walls Studio Gallery offer?** Off The Walls Studio Gallery royalty-free ("RF"), and rights-managed ("RM"). Royalty-free does not mean there is no cost for the license. Instead, royalty-free means that the license fee is paid once and there is no need to pay additional royalties if the content is re-used. Royalty-free content is licensed for unlimited, perpetual use, and pricing is based on the file size. Rights-managed and rights-ready content is licensed for specific types of use, and pricing is based on factors such as size, placement, duration of use, and geographic distribution.
- 2 How can I use licensed content?** You may use licensed content in any way consistent with the rights granted below and not restricted (see Restricted Uses below). Subject to those restrictions and the rest of the terms of this agreement, the rights granted to you by Off The Walls Studio Gallery are:

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Royalty-Free	Rights-Managed
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Perpetual, meaning there is no expiration or end date on your rights to use the content. **Worldwide**, meaning content can be used in any geographic territory. **Unlimited**, meaning content can be used an unlimited number of times. **Any and all media**, meaning content can be used in print, in digital or in any other medium or format. **Non-Exclusive**, meaning that you do not have exclusive rights to use the content. Off The Walls Studio Gallery can license the same content to other customers. If you would like exclusive rights to use royalty-free content, please contact Off The Walls Studio Gallery to discuss a buy-out.

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For purposes of this agreement, “use” means to copy, reproduce, modify, edit, synchronize, perform, display, broadcast, publish, or otherwise make use of. Please make sure you read the Restricted Uses section below for exceptions.

1 Restricted Uses.

- a No Unlawful Use. You may not use content in a pornographic, defamatory or other unlawful manner, or in violation of any applicable regulations (including for sports content, any restrictions or credentials issued by a sports league or governing body) or industry codes.
- b No Commercial Use of Editorial Content. Unless additional rights are specified on the Off The Walls Studio Gallery invoice or sales order, or granted pursuant to a separate license agreement, you may not use content marked “editorial” for any commercial, promotional, advertorial, endorsement, advertising or merchandising purpose. This type of content is not model or property released and is intended to be used only in connection with events or topics that are newsworthy or of general public interest.
- c No Alteration of Editorial Content. Content marked “editorial” may be cropped or otherwise edited for technical quality, provided that the editorial integrity of the content is not compromised, but you may not otherwise alter the content.
- d No Standalone File Use. You may not use content in any way that allows others to download, extract, or redistribute content as a standalone file (meaning just the content file itself, separate from the project or end use).
- e No Sensitive Use Without Disclaimer. If you use content that features models or property in connection with a subject that would be unflattering or unduly controversial to a reasonable person (for example, sexually transmitted diseases), you must indicate: (1) that the content is being used for illustrative purposes only, and (2) any person depicted in the content is a model. For example, you could say: “Stock photo. Posed by model.” No disclaimer is required for content marked “editorial” that is used in a non-misleading editorial manner.

- f No False Representation of Authorship. You may not falsely represent that you are the original creator of a work that is made up largely of licensed content. For instance, you cannot create artwork based solely on licensed content and claim that you are the author.

2 Restricted Uses - unless additional license purchased. The following are prohibited without the prior written consent of Off The Walls Studio Gallery and payment of an additional license fee:

- h No "On Demand" Products. Unless you purchase a custom license, you may not use content in connection with "on demand" products (e.g., products in which a licensed image is selected by a third party for customization of such product on a made-to-order basis), including, without limitation, postcards, mugs, t-shirts, calendars, posters, screensavers or wallpapers on mobile telephones, or similar items (this includes the sale of products through custom designed websites, as well as sites such as zazzle.com and cafepress.com).
- i No Electronic Templates. Unless you purchase a custom license, you may not use content in electronic or digital templates intended for resale or other distribution (for example, website templates, business card templates, electronic greeting card templates, and brochure design templates).
- j No Use in Trademark or Logo. Unless you purchase a custom license, you may not use content as part of a trademark, design mark, trade name, business name, service mark, or logo.

3 Who, besides me, can use the licensed content? The rights granted to you are non-transferable and non-sublicensable, meaning that you cannot transfer or sublicense them to anyone else. There are two exceptions:

- Employer or client. If you are purchasing on behalf of your employer or client, then your employer or client can use the content. In that case, you represent and warrant that you have full legal authority to bind your employer or client to the terms of this agreement. If you do not have that authority, then your employer or client may not use the content. The rights purchased may only belong to you or your employer/client, depending on who is named as the "Licensee" at the time of purchase. In other words, if you purchase a royalty-free image, only one of you (and not both) may re-use that image for multiple projects.
 - Seat/User Restrictions for RF Content. Please note that seat/user restrictions apply for royalty-free content. You may store licensed royalty-free content in a digital library, network configuration or similar arrangement to allow the licensed royalty-free content to be viewed by your employees and clients, so long as there are no more than 10 users total (not at any given time). If you require content be available to more than 10 users, please contact Getty Images to purchase additional seat licenses.
 - No Seat/User Restrictions for UltraPacks. If you purchase an UltraPack, seat license restrictions do not apply and an unlimited number of users within the same organization may use licensed content.
- Subcontractors. You may allow subcontractors (for example, your printer or mailing house) or distributors to use content in any production or distribution process related to your final project or end use. These subcontractors and distributors must agree to be bound by the terms of this agreement and may not use the content for any other purpose.

4 User Accounts. You will be responsible for tracking all activity for each user account, and you agree to: (a) maintain the security of all passwords and usernames; (b) notify Off The Walls Studio Gallery immediately of any unauthorized use or other breach of security; and (c) accept all responsibility for activity that occurs under each user account. Off The Walls Studio Gallery reserves the right to monitor downloads and user activity to ensure compliance with the terms of this agreement. If Off The Walls Studio Gallery determines that you are in breach of this or any other term of this agreement, it may suspend access to your account and seek further legal remedies.

5 Intellectual Property Rights.

- **Who owns the content?** All of the licensed content is owned by either Off The Walls Studio Gallery or its content suppliers. All rights not expressly granted in this agreement are reserved by Off The Walls Studio Gallery and the content suppliers. You may not assert any right to revenue from a collecting society in respect of photocopying, digital copying or other secondary uses of the licensed content.
- **Attribution.**
 - **Do I need to include a photo credit?** You do not need to include a photo credit for commercial use, but if you are using content for editorial purposes, you must include the following credit adjacent to the content or in production credits:
“[Photographer Name]/[Collection Name]/Off The Walls Studio Gallery”
 - **Do I need to include a video credit?** If licensed content is used in an audio/visual production where credits are accorded to other providers of licensed material, you must include the following credit in comparable size and placement:
“[Video] [Imagery] supplied by [Artist Name]/[Collection Name]/Off The Walls Studio Gallery”
- **Can I use the Off The Walls Studio Gallery name or logo, or the name and logos of its content suppliers?** You may use the name of Off The Walls Studio Gallery and/or its content suppliers as necessary to give attribution, but you may not otherwise use their names, logos, or trademarks without prior written approval.

6 Termination/Cancellation/Withdrawal.

- a Termination. Off The Walls Studio Gallery may terminate this agreement at any time if you breach any of the terms of this or any other agreement with Off The Walls Studio Gallery, in which case you must immediately: cease using the content; delete or destroy any copies; and, if requested, confirm to Off The Walls Studio Gallery in writing that you have complied with these requirements.
 - Social Media Termination. If you use the content on a social media platform or other third party website and the platform or website uses (or announces that it plans to use) the content for its own purpose or in a way that is contrary to this agreement, the rights granted for such use shall immediately terminate, and in that event, upon Off The Walls Studio Gallery’ request, you agree to remove any content from such platform or website.
- b Refunds/Cancellation. All requests for refunds/cancellations must be made in writing or using the cancellation function on the Off The Walls Studio Gallery’ website. Provided that the request is made within 7 days and the licensed content has not been used, Off The Walls Studio Gallery may cancel the relevant order and issue a full refund to your account or credit card. No credits or refunds are available for cancellation requests received more than 7 days from your receipt of content, or for research, lab, service or subscription fees, all of which are non-refundable. In the event of cancellation, your rights to use the content terminate, and you must delete or destroy any copies of the content.

- c Content Withdrawal. Off The Walls Studio Gallery may discontinue licensing any item of content at any time in its sole discretion. Upon notice from Off The Walls Studio Gallery, or upon your knowledge, that any content may be subject to a claim of infringement of a third party's right for which Off The Walls Studio Gallery may be liable, Off The Walls Studio Gallery may require you to immediately, and at your own expense: cease using the content, delete or destroy any copies; and ensure that your clients, distributors and/or employer do likewise. Off The Walls Studio Gallery will provide you with replacement content (determined by Off The Walls Studio Gallery in its reasonable commercial judgment) free of charge, subject to the other terms of this agreement.

7 Representations and Warranties. Off The Walls Studio Gallery makes the following representations and warranties:

- a Warranty of Non-Infringement. For all licensed content (excluding content marked "access only"), Off The Walls Studio Gallery warrants that your use of such content in accordance with this agreement and in the form delivered by Off The Walls Studio Gallery (that is, excluding any modifications, overlays or re-focusing done by you) will not infringe on any copyrights or moral rights of the content owner/creator.
- b Additional Warranties for Certain Content.
- RF: For licensed royalty-free content (excluding content marked "editorial"), Off The Walls Studio Gallery warrants that your use of such content in accordance with this agreement and in the form delivered by Off The Walls Studio Gallery (that is, excluding any modifications, overlays or re-focusing done by you) will not infringe on any trademark or other intellectual property right, and will not violate any right of privacy or right of publicity.
 - RM/RR: For licensed rights-managed and rights-ready content where Off The Walls Studio Gallery specifically notifies you that a model and/or property release has been obtained, Off The Walls Studio Gallery warrants that your use of such content in accordance with this agreement and in the form delivered by Off The Walls Studio Gallery (that is, excluding any modifications, overlays or re-focusing done by you) will not, where a property release has been obtained, infringe on any trademark or other intellectual property right and/or will not, where a model release has been obtained, violate any right of privacy or right of publicity.
- c Warranty Disclaimer. Unless specifically warranted above, Off The Walls Studio Gallery does not grant any right or make any warranty with regard to the use of names, people, trademarks, trade dress, logos, registered, unregistered or copyrighted audio, designs, works of art or architecture depicted or contained in the content. In such cases, you are solely responsible for determining whether release(s) is/are required in connection with your proposed use of the content, and you are solely responsible for obtaining such release(s). You acknowledge that no releases are generally obtained for content identified as "editorial," and that some jurisdictions provide legal protection against a person's image, likeness or property being used for commercial purposes when they have not provided a release. You are also solely responsible for payment of any amounts that may be due under, and compliance with any other terms of, any applicable collective bargaining agreements as a result of your use of the licensed content.

- d Caption/Metadata Disclaimer. While Off The Walls Studio Gallery has made reasonable efforts to correctly categorize, keyword, caption and title the content, Off The Walls Studio Gallery does not warrant the accuracy of such information, or of any metadata provided with the content.
- e No Other Warranties. Except as provided in this section above, the content is provided “as is” without representation, warranty or condition of any kind, either express or implied, including, but not limited to, implied representations, warranties or conditions of merchantability, or fitness for a particular purpose. Off The Walls Studio Gallery does not represent or warrant that the content or its websites will meet your requirements or that use of the content or websites will be uninterrupted or error free.

8 Indemnification/Limitation of Liability.

- a Indemnification of Getty Images by you. You agree to defend, indemnify and hold harmless Off The Walls Studio Gallery and its parent, subsidiaries, affiliates, and content suppliers, and each of their respective officers, directors and employees from all damages, liabilities and expenses (including reasonable outside legal fees) arising out of or in connection with (i) your use of any content outside the scope of this agreement; (ii) any breach or alleged breach by you (or anyone acting on your behalf) of any of the terms of this or any other agreement with Off The Walls Studio Gallery; and (iii) your failure to obtain any required release for your use of content.
- b Indemnification of you by Off The Walls Studio Gallery. Provided that you are not in breach of this or any other agreement with Off The Walls Studio Gallery, and as your sole and exclusive remedy for any breach of the warranties set forth in Section 8 above, Off The Walls Studio Gallery agrees, subject to the terms of this Section 9, to defend, indemnify and hold harmless you, your corporate parent, subsidiaries and affiliates, and each of your respective officers, directors and employees from all damages, liabilities and expenses (including reasonable outside legal fees) arising out of or in connection with any breach or alleged breach by Off The Walls Studio Gallery of its warranties in Section 8 above. This indemnification does not apply to the extent any damages, costs or losses arise out of or are a result of modifications made by you to the content or the context in which the content is used by you. This indemnification also does not apply to your continued use of content following notice from Off The Walls Studio Gallery, or upon your knowledge, that the content is subject to a claim of infringement of a third party’s right.
- c The party seeking indemnification must promptly notify in writing the other party about the claim. The indemnifying party (the one covering the costs) has the right to assume the handling, settlement or defense of any claim or litigation. The indemnified party (the one not covering the costs) has to cooperate in any way reasonably requested by the indemnifying party. The indemnifying party will not be liable for legal fees and other costs incurred prior to the other party giving notice of the claim for which indemnity is sought.
- d **Limitation of Liability. Off The Walls Studio Gallery WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY LOST PROFITS, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES, COSTS OR LOSSES ARISING OUT OF THIS AGREEMENT, EVEN IF GETTY IMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY.**

9 General Provisions.

- a Assignment. This agreement is personal to you and is not assignable by you without Getty Images' prior written consent. Getty Images may assign this agreement, without notice or consent, to any corporate affiliate or to any successor in interest, provided that such entity agrees to be bound by these terms.
- b Audit. Upon reasonable notice, you agree to provide to Off The Walls Studio Gallery sample copies of projects or end uses that contain licensed content, including by providing Off The Walls Studio Gallery with free of charge access to any pay-walled or otherwise restricted access website or platform where content is reproduced. In addition, upon reasonable notice, Off The Walls Studio Gallery may, at its discretion, either through its own employees or through a third party, audit your records directly related to this agreement and your use of licensed content in order to verify compliance with the terms of this agreement. If any audit reveals an underpayment by you to Off The Walls Studio Gallery of five percent (5%) or more of the amount you should have paid, then in addition to paying Off The Walls Studio Gallery the amount of the underpayment and any other remedies to which Off The Walls Studio Gallery is entitled, you also agree to reimburse Off The Walls Studio Gallery for the costs of conducting the audit.
- c Electronic storage. You agree to retain the copyright symbol, the name of Off The Walls Studio Gallery, the content's identification number and any other information or metadata that may be embedded in the electronic file containing the original content, and to maintain appropriate security to protect the content from unauthorized use by third parties. You may make one (1) copy of the content for back-up purposes.
- d Governing Law/Arbitration. This agreement will be governed by the laws of the State of California, U.S.A., without reference to its laws relating to conflicts of law. Any disputes arising from or related to this agreement shall be finally settled by binding, confidential arbitration by a single arbitrator selected using the rules and procedures for arbitrator selection under the JAMS' Expedited Procedures in its Comprehensive Arbitration Rules and Procedures ("JAMS") if you are in North America, or of the International Centre for Dispute Resolution ("ICDR") or JAMS if you are outside of North America (the applicable rules to be at your discretion), in effect on the date of the commencement of arbitration to be held in one of the following jurisdictions (whichever is closest to you): New York, New York; London, England; Paris, France; Munich, Germany; Madrid, Spain; Milan, Italy; Sydney, Australia; Tokyo, Japan; or Singapore. The arbitration proceedings shall be conducted in English and all documentation shall be presented and filed in English. The decision of the arbitrator shall be final and binding on the parties, and judgment may be entered on the arbitration award and enforced by any court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not govern this agreement. The prevailing party shall be entitled to recover its reasonable legal costs relating to that aspect of its claim or defense on which it prevails, and any opposing costs awards shall be offset. Notwithstanding the foregoing, Off The Walls Studio Gallery shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against you in the event that, in the opinion of Off The Walls Studio Gallery, such action is necessary or desirable to protect its intellectual property rights. The parties agree that, notwithstanding any otherwise applicable statute(s) of limitation, any arbitration proceeding shall be commenced within two years of the acts, events or occurrences giving rise to the claim.

- e Severability. If one or more of the provisions in this agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions should not be affected. Such provisions should be revised only to the extent necessary to make them enforceable.
- f Waiver. No action of either party, other than express written waiver, may be construed as a waiver of any provision of this agreement.
- g Entire Agreement. No terms of conditions of this agreement may be added or deleted unless made in writing and accepted in writing by both parties, or issued electronically by Off The Walls Studio Gallery and accepted by you. In the event of any inconsistency between the terms of this agreement and the terms contained on any purchase order sent by you, the terms of this agreement will apply.
- h Notice. All notices required to be sent to Off The Walls Studio Gallery under this agreement should be sent via email to sales@otwsg.com All notices to you will be sent via email to the email set out in your account.
- i Taxes. You agree to pay and be responsible for any and all sales taxes, use taxes, value added taxes, withholding taxes, and duties imposed by any jurisdiction as a result of the license granted to you, or of your use of the licensed content.
- j Interest on Overdue Invoices. If you fail to pay an invoice in full within the time specified, Off The Walls Studio Gallery may add a service charge of 1.5% per month, or such lesser amount as is allowed by law, on any unpaid balance until payment is received.
- k Licensing Entity. Off The Walls Studio Gallery licensing entity under this agreement is determined based on your billing address in accordance with the law.

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