

Shift Art Image License Agreement

Shift Art hereby grants you a non-exclusive, non-transferable right to use, modify (except as expressly prohibited herein) and reproduce Visual Content worldwide, in perpetuity, as expressly permitted by the applicable license and subject to the limitations set forth herein:

IMAGE LICENSES

STANDARD IMAGE LICENSE grants you the right to use images:

As a digital reproduction, including on websites, in online advertising, in social media, in mobile advertising, mobile "apps", software, e-cards, e-publications (e-books, e-magazines, blogs, etc.), email marketing and in online media (including on video-sharing services such as YouTube, Dailymotion, Vimeo, etc.

Printed in physical form as part of product packaging and labeling, letterhead and business cards, point of sale advertising, billboards, CD and DVD cover art, or in the advertising and copy of tangible media, including magazines, newspapers, and books; Up to a maximum of 250 printed copies.*

For your own personal, non-commercial use (not for resale, download, distribution, or any commercial use of any kind)

Incorporated into merchandise intended for sale or promotional distribution (collectively "Merchandise"), including, without limitation, artwork, wall-art, textiles, magnets, calendars, toys, stationery, greeting cards, and any other physical reproduction for resale or distribution, provided that such Merchandise incorporates material creative or functional elements apart from the Image(s); Up to a maximum of 250 printed copies.

RESTRICTIONS

YOU MAY NOT:

Use Visual Content other than as expressly provided by the license you purchased with respect to such Visual Content.

Portray any person depicted in Visual Content (a "Model") in a way that a reasonable person would find offensive, including but not limited to depicting a Model: a) in connection with pornography, "adult videos", adult entertainment venues, escort services, dating services, or the like; b) in connection with the advertisement or promotion of tobacco products; c) in a political context, such as the promotion, advertisement or endorsement of any party, candidate, or elected official, or in connection with any political policy or viewpoint; d) as suffering from, or

medicating for, a physical or mental ailment; or e) engaging in immoral or criminal activities.

Use any Visual Content in a pornographic, defamatory, or deceptive context, or in a manner that could be considered libelous, obscene, or illegal.

Resell, redistribute, provide access to, share or transfer any Visual Content except as specifically provided herein. For example and not by way of limitation, the foregoing prohibits displaying Content as, or as part of, a "gallery" of content through which third parties may search and select from such content.

Use Visual Content in a manner that infringes upon any third party's trademark or other intellectual property, or would give rise to a claim of deceptive advertising or unfair competition.

Use any Visual Content (in whole or in part) as a trademark, service mark, logo, or other indication of origin, or as part thereof.

Falsely represent, expressly or by way of reasonable implication, that any Visual Content was created by you or a person other than the copyright holder(s) of that Visual Content.

***ADDITIONAL TERMS FOR IMAGES CREATED BY COLBY FILES**

The original photo copyright remains with Colby Files Photography. Please credit the original photo as Colby Files in your caption or description.

Both models and photographer are allowed to share or re-post composites of their own social media accounts, provided they credit the photographer and digital artist. Tagging or direct contact with the models violates privacy issues and is strictly prohibited and may result in termination of your license to use the images.

Images created by Colby Files may not be used for book covers under standard license. Please email us for custom quotes.

ENHANCED LICENSE

Enhanced license including print rights above 250 copies may be obtainable for some images. Please contact Andrei Tallent at Shift Art directly to inquire about this.