

End User Licence Agreement 2024

DLP

EULA

Introduction

Please review this document carefully. If you have any questions or do not understand this End User License Agreement (EULA), please contact DLP/DLD via dlpstudio101@gmail.com. If you wish to use any image(s) in a manner not permitted under this Agreement or your invoice terms, again, please contact DLP/DLD. Your access and use of all material and image(s) from David Levine Photography or David Levine Digital are subject to the terms and conditions outlined in this Agreement. Please note that your EULA will be automatically suspended or cancelled if any part of your invoice remains unpaid beyond the agreed credit term.

Acronyms Used

- DLP: David Levine Photography
- DLD: David Levine Digital
- Digital Assets: Camera-generated images or photographs
- Digital Collectable: Camera-generated images or photographs designated as an NFT (Non-Fungible Token)
- EULA: End User License Agreement
- AI: Artificial Intelligence

1. Standard Terms and Conditions

This Agreement, together with the DLP/DLD Invoice, constitutes a binding contract ("Agreement") between the end user and DLP/DLD. If this Agreement is accepted on behalf of an employer, it applies to both the end user and the employer. Receipt, acceptance, or use of any Digital Assets from DLP/DLD signifies your acceptance of this Agreement, regardless of whether such acceptance is in writing, verbal, or otherwise.

David Levine assigns all camera-generated works immediately to DLP/DLD. The copyright for these works is covered by this Agreement and any accompanying invoice.

2. Use of Digital Assets

- Digital Assets include all materials provided by DLP/DLD, such as photographs, text, captions, and information.
- Users must pay for the Digital Asset license as outlined in the invoice and adhere to the terms of this Agreement.
- Digital Assets are licensed for one year on a non-transferable, one-time, non-exclusive basis. Transfer of this license is allowed under specific conditions upon notifying DLP/DLD and ensuring the new user agrees to the same terms.

- Prohibited uses include AI training, assimilation, simulation, or direct replication without explicit written consent.
- Specific limitations on use, medium, duration, print run, placement, size, and territory are outlined in the invoice or on DLP/DLD's online platform.
- The license remains valid for one year from the invoice date or thirty days for internal evaluations unless specified otherwise.

2a. Additional Image License and this EULA

An additional image license for specific images may be issued under conditions outlined in this Agreement and with explicit written consent from DLP/DLD. The terms of the additional image license and the End User License Agreement (EULA) are jointly applicable.

- Licensees for additional images must adhere to all terms of this Agreement. The primary licensee is responsible for ensuring compliance by any additional image licensee.
- Any licensing for additional images must be documented, and DLP/DLD must be notified of the licensee's details and intended use.

2b. Use and Ownership of a Digital Collectable

- Ownership rights are limited to personal use. Any use outside these terms requires explicit permission.
- Violating terms will result in legal action.

3. Listed Restrictions

- Digital Assets may have limitations on usage, requiring pre-approval for certain criteria.
- Accessing a Digital Asset does not automatically grant permission for its use.

4. EULA Granted by DLP/DLD

- Reproduction is restricted to internal evaluation or the specific use described in the invoice.
- Additional restrictions may apply, subject to compliance with conditions and restrictions imposed by DLP/DLD as detailed via email or noted on the DLP/DLD invoice.

5. Storage of Digital Assets

- Temporary storage is allowed for the production or creation of any EULA use.
- Distribution or access beyond internal needs is prohibited.
- Assets must be deleted within 15 days after EULA use is complete.

6. No Alterations

- Changes to Digital Assets without explicit consent from DLP/DLD are prohibited.
- Cropping or removing watermarks is strictly forbidden.

7. Model and Property Releases/Clearances

- Rights granted do not include permission to use subjects depicted in Digital Assets. Users are responsible for obtaining all necessary third-party rights, releases, and permissions.

8. Unauthorised Use

- Unauthorised use for trademark, pornographic, or unlawful purposes is prohibited and may result in legal action and monetary damages.

9. Sensitive Subjects

- Digital Assets should not be used with sensitive topics without written agreement from DLP/DLD.

10. Invoice/Usage Term and Payment

- The agreed term is one year, with prices determined solely by DLP/DLD.
- Payment is due within fourteen days of the invoice date. Late payment may result in suspension of the EULA until full payment is received.
- Receipt of any non-refundable down payment does not grant access to any EULA rights that have not been agreed upon.

11. Cancellations

- Cancellation fees apply based on the timing of the notice.
- No cancellations are accepted after thirty days; the full amount of the invoice must be paid. Additional fees apply for cancellations.

12. Copies

- Users must provide up to three copies of printed products created using Digital Assets to DLP/DLD upon request.

13. Publication Right

- DLP/DLD retains all publication rights arising from the user's use of Digital Assets unless specified otherwise in a written agreement.

14. Indemnification

- Users agree to indemnify and defend DLP/DLD against claims arising from a breach of this Agreement or Digital Asset restrictions.

15. Credit Line and Copyright Notice

- Credit and copyright notice are required for editorial uses. Failure to provide credit may result in a penalty up to double the invoice amount.

16. Jurisdiction

- This Agreement is governed by the laws of the United Kingdom. Disputes will be resolved through mediation or arbitration. DLP/DLD is entitled to recover legal fees if they prevail in any legal action.

17. Confidentiality

- Users shall maintain the confidentiality of provided information.

18. Limited Warranty

- DLP/DLD warrants that they hold sufficient rights for the limited EULA. DLP/DLD does not guarantee the accuracy of caption information.

19. Limitation of Liability

- DLP/DLD and affiliates are not liable for indirect or consequential damages. Liability is limited to the amount invoiced for the use of a Digital Asset.

20. Miscellaneous

- This Agreement constitutes the entire agreement between the parties and may only be modified in writing.
- The Agreement remains valid even in cases of force majeure.
- Provisions deemed unenforceable will be modified to the extent necessary to ensure they are enforceable.
- This Agreement inures to the benefit of the parties, their successors, and assigns.



Other contact information for DLP <https://linktr.ee/davidlevine>