

# End User Licence Agreement

**DLP**

**EULA**

Please review this document carefully and if you have any questions or do not understand this End User Licence Agreement, please contact DLP/DLD via this [email](#) account. If you wish to use an image(s) in a manner that is not permitted under this Agreement, or your invoice terms 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 all the following terms and conditions. Which constitute your End User Licence Agreement, please note your EULA is automatically cancelled if any part of your invoice remains unpaid outside your 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, inclusive of the DLP/DLD Invoice, forms a binding contract ("Agreement") between the end user and DLP/DLD. If agreed on behalf of an employer, this Agreement applies to both the end user and the employer. Acceptance of any Digital Assets from DLP/DLD implies agreement with this document. David Levine assigns all camera-generated works immediately to DLP/DLD, with copyright covered by this Agreement and any invoice.

## 2. USE OF DIGITAL ASSETS:

- "Digital Assets" includes all materials provided by DLP/DLD, such as photograph, 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 1 year as a non-transferable, one-time, non-exclusive basis.
- Prohibited uses include AI training, assimilation, simulation, or direct replication.
- Specific limitations on use, medium, duration, print run, placement, size, and territory are outlined in the invoice or on DLP/DLD's online platform.

- License remains valid for one year from the invoice date or thirty days for internal evaluations, unless specified otherwise.

## **2a. USE AND OWNERSHIP OF A DIGITAL COLLECTABLE:**

- Ownership rights limited to personal use.
- Permission required for any use outside these terms.
- 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 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:**

- Prohibited to make changes without explicit consent from DLP/DLD.
- Cropping or removing watermarks is strictly forbidden.

## **7. MODEL AND PROPERTY RELEASES/CLEARANCES:**

- Rights do not include permission to use subjects depicted in Digital Assets.
- Where necessary the user is responsible for obtaining all necessary third-party rights, releases, and permissions.

## **8. UNAUTHORIZED USE:**

- Prohibited for trademark, pornographic, or unlawful purposes.
- Unauthorised use 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:**

- Agreed term is one year, with prices determined solely by DLP/DLD.
- Payment due within seven days of the invoice date.
- Late payment or part payment may result in cancellation of discounts and EULA.
- Receipt of any non-refundable down payment does not grant access to any EULA rights that have been agreed upon.

## **11. CANCELLATIONS:**

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

## **12. COPIES:**

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

## **13. PUBLICATION RIGHT:**

- DLP/DLD exclusively retains all publication rights arising from the user's use of Digital Assets.

## **14. INDEMNIFICATION:**

- User agrees 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 required for editorial uses.
- Failure to provide credit may result in double the invoice amount.

## **16. JURISDICTION:**

- Disputes governed by the laws of the United Kingdom, with DLP/DLD entitled to recover legal fees in case of prevailing.

## **17. CONFIDENTIALITY:**

- User shall maintain confidentiality of provided information.

## **18. LIMITED WARRANTY:**

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

## **19. LIMITATION OF LIABILITY:**

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

## **20. MISCELLANEOUS:**

- Parties agree to be bound by all terms.
- Entire agreement between parties, subject to modification in writing.
- Agreement remains valid even in cases of force majeure.
- Provisions deemed unenforceable shall be modified to the extent necessary.
- Agreement inures to the benefit of the parties, their successors, and assigns.