

End User License Agreement

(Revised **March 23, 2022**)

This End User License Agreement together with the applicable **“Review and Confirm”** page (during order checkout) and [Dissolve Licensing](#) (collectively the "Agreement"), sets forth the terms and conditions between you, the individual or organization identified in the applicable **“Review and Confirm”** page as the licensee ("You" or "Licensee") and Dissolve.com ("We", "Us" or "Dissolve") in respect of the Content (defined below) listed therein.

If You do not agree with the terms and conditions of this Agreement, You may not use and must immediately return the Content to Us.

We encourage You to print a copy of the Agreement for Your records.

1. Definitions.

1.1 "Content" means the images, footage, films, videos, photographs, typefaces, music or other audio/visual representations recorded in any format that are owned or controlled by Dissolve and licensed to You as described on the applicable **“Review and Confirm”** page.

1.2 "Licensee" or "You" means the individual or entity purchasing the license under this Agreement or, if the purchaser is acting on behalf of another entity or individual, the entity or individual specifically named under Client Name on the **“Review and Confirm”** page.

1.3 "Project" means the final work product that is created by or on behalf of the Licensee using the Content as authorized by this Agreement.

1.4 "User" means any individual, or employee/subcontractor of a corporation who either; i) downloads, purchases, manipulates, or saves any content from Dissolve.com, ii) is involved within the creative process for which the content is being used, iii) uses or accesses the content in any other form.

1.5 "Team" means any group of users who are: i) working out of the same physical space or location, ii) involved within the creative process for which the content is being used, iii) accessing and sharing the same accounts and/or content acquired from Dissolve.com, iiiii) listed as members within a Priority or Team account.

1.6 "Indemnification" means a level of financial protection against a loss suffered by the company, team, or users due to the unlikely event of a license dispute.

1.7 "Medium" means the method of communication which will be used to display the licensed content. Examples of this are advertising, television shows, films, social/web use, internal corporate use, etc.

1.8 **“Review and Confirm”** page" means the form generated by this website that sets out the applicable Content that You have licensed and the various rights associated with such Content, including the Product Type, Project Type, Distribution/Use, Territory, Term, Client Name and Project Name, as well as the method of delivery and format.

2. Grant of License.

2.1 All licenses granted by Dissolve hereunder are conditioned upon and subject to: (i) Licensee's compliance with the terms of this Agreement; and (ii) Dissolve's receipt of full payment of the amounts identified in the applicable **“Review and Confirm”** page.

2.2 Subject to the terms of this Agreement, Dissolve grants You a limited, non-exclusive, non-transferrable and non-sublicensable right and license to use the Content identified in the applicable **“Review and Confirm”** page on and subject to the terms and restrictions set forth in this Agreement, including the applicable **“Review and Confirm”** page and [Dissolve Licensing](#)

2.3 If You are entering into this Agreement on behalf of your employer or client, then only 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 granted hereunder are only granted to You or your employer/client, depending on who is named as the Licensee in the applicable **“Review and Confirm”** page.

2.4 Dissolve reserves the right to display and link to all work and projects created from Content licensed under this Agreement for marketing and promotional purposes. Unless otherwise agreed, the Licensee, as well as the Licensee's project containing licensed Content, may be featured on Dissolve and Dissolve's affiliated channels which include Dissolve's website, social media channels, email, etc. (ex: Instagram, Youtube, Facebook, Twitter, Tiktok, Vimeo.)

3. General Restrictions.

3.1 You may not sub-license, sub-distribute, re-record, transfer, assign, sell, redistribute or provide to others any portion of the Content or its accompanying materials except as expressly identified on the **"Review and Confirm"** page. You will not store or share the Content via a database, library, image, video or audio storage network, configuration or similar arrangement, except as required to incorporate the Content in Your Project as authorized herein and solely up to the time the Project is completed, or as otherwise set forth in the **"Review and Confirm"** page. You are responsible for the compliance of your employees and contractors with the terms of this Agreement. You may transfer files containing the Content to Your client 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. If You require more than the number of users included in your initial license, please contact Dissolve customer service to obtain a license amendment.

3.2 You will not permit the Content to be available in any medium in a manner that enables third parties to download, extract or access the Content as a standalone file. You may not upload a standalone file of the Content to file-sharing websites or social networking websites such as YouTube, Facebook, Twitter, etc., unless authorized by Dissolve in writing or in the **"Review and Confirm"** page. If Content is licensed by You for use on the Internet, or other online or interactive media outlet, You shall use Your best efforts to protect and secure the Content to ensure that it cannot, by itself, be copied, accessed or extracted and cannot be, by itself, searched and downloaded in broadcast or substantially comparable quality.

3.3 You shall not use the Content in any way that might be considered defamatory, libelous, obscene, pornographic, immoral or illegal. You shall not use the Content in any manner that creates a false inference or places the Content in a context that is likely to result in bringing Dissolve or any content supplier of Dissolve into public disrespect, scandal, ridicule, or detract from the public image of Dissolve or any of its identified content suppliers. You may not use Content that features models or property in connection with a subject that would be unflattering or unduly controversial to a reasonable person (e.g. sexual health products or services), including use in a political context (e.g. promotion or endorsement of any party, candidate or platform).

3.4 Content shall not be incorporated into any logo, trademark or service mark. Any trademarks, service marks, design marks, logos and/or trade dress included in the Content is subject to the rights of the owners of such marks, logos and/or trade dress and no license to such marks, logos or trade dress is granted by this Agreement. Unless otherwise specified on the applicable **"Review and Confirm"** page, Dissolve does not grant any license or right under this Agreement to any marks, logos or trade dress or to any third party footage, photographs or copyrighted images that appear in the Content. If there are any incidental marks, logos or trade dress contained in the Content, You shall not alter or use such marks, logos or trade dress in any way which implies an association with or an endorsement by the owner(s) of such marks, logos or trade dress, and the inclusion of these incidental marks, logos or trade dress in the Content does not in any way imply such association with or endorsement of the Content. Unless otherwise specified on the applicable **"Review and Confirm"** page, items depicted in the Content may be subject to copyrights, trademarks rights, rights of publicity, moral rights or other rights of another party.

3.5 Unless otherwise specified on the applicable **"Review and Confirm"** page, any audio or music to certain performances or any associated compositions or arrangements that are included as part of or embedded in any Content is ambient sound only and may require additional clearances and/or licenses from the broadcaster, owner or performer or owner of other rights in such audio or music. Unless otherwise specified on the applicable **"Review and Confirm"** page, no license is granted herein for such audio or sound.

3.6. Unless otherwise specified on the applicable **"Review and Confirm"** page, You are not permitted to use the Content for any product that is intended for resale, such as, but not limited to, digital product (including electronic templates for websites or applications, PowerPoint or Keynote templates, screensavers, software and mobile applications, video games, stand-alone backgrounds, wallpapers, stock elements or effects imagery elements) or physical product (including DVDs, apparel, mugs, posters and any other printed product). Unless otherwise specified on the applicable **"Review and Confirm"** page, You may not 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 (such as electronic templates). If You require additional rights not included in your initial license, please contact Dissolve customer service to obtain a license amendment.

3.7 With respect to celebrity and news Content, including Content containing a person well known to the general public or professional athlete, unless otherwise specified on the applicable **“Review and Confirm”** page, Dissolve does not grant any right or license to use the name or likeness of any individual appearing in the Content in connection with or as an express or implied endorsement or disparagement of any product or service.

3.8 Watermarked Content ("Comps") may be used only for test, rough-cut or evaluation purposes. You may not include Comps in any finished client work (whether public or for internal/corporate use), and may not include Comps in any publicly visible Project (i.e. published on the web such as YouTube or Vimeo, used in broadcast media, or used in printed marketing materials) unless explicitly granted permission by Dissolve.

4. Payment. Unless You have been pre-approved for credit terms, all license fees must be paid in advance of receipt of Content. Once Content has been made available for download or otherwise, you may not cancel this Agreement. Content prices are subject to change and prices established on the applicable **“Review and Confirm”** page may change for future licenses of the same or similar type Content. It is agreed that a failure to pay the applicable license fees on the applicable **“Review and Confirm”** page will be considered a material breach of this Agreement. You agree to reimburse Dissolve for its legal fees, costs and disbursements if Dissolve is successful in enforcing any of its rights under this Agreement including, without limitation, in connection with any action to collect payment.

5. Taxes and Duties. You are responsible for paying any and all applicable sales, use, excise, goods and services, value added and other taxes, customs and duties imposed by any jurisdiction as a result of the license granted to You, or Your use of the Content, pursuant to this Agreement in addition to the license fees for the Content.

6. Unauthorized Use. You acknowledge and agree that any unauthorized or unlicensed use of any Content by You constitutes infringement of copyright and other applicable rights and laws and shall entitle Dissolve to exercise all rights and remedies available at law or in equity, including equitable relief and monetary damages, against all users and beneficiaries of the unauthorized or unlicensed use of such Content. Because monetary damages may be difficult to assess, in addition to any other remedies available at law, in equity or under this Agreement, You agree that Dissolve may assess, as liquidated damages, and not as a penalty, the amount of ten thousand (\$10,000) dollars for each misuse or unlicensed use of the Content. Dissolve may seek higher damages where such unauthorized or unlicensed use of the Content was willful, deliberate, fraudulent or reckless. Without limiting any of the foregoing, if, for any reason, the Content comes into the possession of any unauthorized third person or entity while it is in Your control and due to Your negligence, recklessness or willful misconduct, You shall undertake reasonable efforts to recover the Content and to recover on Dissolve's or its suppliers' behalf any damages sustained by Dissolve or its suppliers by reason of the unauthorized use thereof.

7. Termination of License.

7.1 Dissolve reserves the right to terminate, revoke, and/or withdraw any and all licenses granted hereunder upon Your failure to promptly and fully comply with any provisions of this Agreement or make full payment when due of all applicable license fees for the Content. Dissolve shall be entitled to pursue, on a cumulative basis, any and all remedies available under this Agreement, in equity or under copyright or other laws in the event You breach any term or obligation of this Agreement. In the event of any termination, neither You nor any other person or entity covered by the license granted to You under this Agreement shall have any further right to make any use of the Content, including any Content that has been included in a produced or finished Project.

7.2 In the instance that You have licensed with the TV/Film Rider or Withdrawal Clause add on, then 7.1 is to be replaced with clause 7.3.

7.3 Dissolve shall be entitled to pursue, on a cumulative basis, any and all remedies available under this Agreement, in equity or under copyright or other laws in the event You breach any term or obligation of this Agreement. In the event Licensee is in breach of any provision of this Agreement, Dissolve hereby (i) agrees that its rights and remedies shall be limited to its right to recover damages at law and (ii) waives its right to withdraw an image, enjoin the production, distribution, exploitation or promotion of the Project.

8. Copyright and Copyright Notice. With the exception of Content that is in the public domain, all Content is copyrighted by Dissolve or its content suppliers and licensor and is protected by United States Copyright laws, international treaty provisions and other applicable laws. No title or intellectual property rights in the Content, except for the license granted herein, are transferred to You by this Agreement. Dissolve and its content suppliers and licensors retain all rights not expressly granted by this Agreement. You are solely responsible for determining if Content is in the public domain.

9. Limited Warranty, Disclaimer and Exclusive Remedy.

9.1 Dissolve warrants that: (a) it has all necessary rights and authority to enter into and perform under this Agreement; (b) the Content shall be free from defects in material and workmanship for thirty (30) days from the date of the applicable **“Review and Confirm”** page (Licensee's sole and exclusive remedy for a breach of this warranty is the replacement of the defective Content or refund of the applicable license fee at Dissolve's option); and (c) Licensee's use of such Content in accordance with this Agreement will not infringe upon or violate any third party's intellectual property rights to the extent that such intellectual property rights comprise rights that are specified as being cleared for such Content in the applicable **“Review and Confirm”** page. No employee or representative of Dissolve may make, and You shall not rely upon, any representations or warranties other than those expressly stated in this Agreement.

9.2 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 9.1, CONTENT IS PROVIDED ON A STRICTLY **“AS IS”**, **“AS AVAILABLE”** AND **“WITH ALL FAULTS”** BASIS AND DISSOLVE, ITS CONTENT SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, PERFORMANCE, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WHICH MAY ARISE FROM A COURSE OF DEALING OR USE IN TRADE. THE SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE WARRANTIES IN SECTIONS 9.1(a) AND 9.1 (c) IS SET FORTH IN SECTION 9.3.

9.3 If the use of any Content may be enjoined as a result of any binding declaration or order issued by a competent court or government authority, Dissolve may, at its sole option and expense: (a) obtain for You the right to continue using the Content; or (b) modify the Content so that it no longer infringes; or (c) provide You with reasonable alternate Content, as applicable, providing substantially similar features; or (d) where (a), (b) or (c) are not available to Dissolve on commercially reasonable terms, refund to You the license fees paid by You for the Content **in the one (1) year period preceding the event giving rise to such action** and You will cease using such Content.

9.4 When available, Content Information including but not limited to model and property release status, metadata, keywords, location data and caption is set forth on this website. Generally, Content that contains the likenesses or images of people or property for which no release is available is marked as 'Editorial'. While Dissolve makes commercially reasonable efforts to ensure the accuracy of Content Information, unless otherwise specified on the applicable **“Review and Confirm”** page, no warranties, representations or conditions, express, implied or statutory are made by Dissolve regarding such Content Information. You are responsible for determining the accuracy of Content Information and whether Your intended use requires released Content. If you have inquiries regarding Content Information, please contact Dissolve customer service.

10. Limitation of Liability.

10.1 EXCEPT FOR ANY LIABILITY WHICH CANNOT BY LAW BE EXCLUDED OR LIMITED, IN NO EVENT SHALL DISSOLVE, ITS CONTENT SUPPLIERS, LICENSORS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUCCESSORS, ASSIGNS, DISTRIBUTORS AND AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, OR ANY OTHER SIMILAR 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 WE HAVE 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.

10.2 IN EVERY EVENT, DISSOLVE'S TOTAL MAXIMUM AGGREGATE LIABILITY 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 SHALL BE LIMITED TO THE GREATER OF: (I) THE LICENSE FEES PAID FOR SUCH CONTENT; OR (II) THE MAXIMUM AGGREGATE LIABILITY SPECIFIED IN THE APPLICABLE **“REVIEW AND CONFIRM”** PAGE UNDER WHICH SUCH LIABILITY AROSE.

11. Licensee Warranties.

11.1 If you are residing in a jurisdiction that restricts the licensing of Content according to age, or which restricts the ability to enter into agreements such as set forth in this Agreement according to age and you are under such a jurisdiction and under such age limit, you may not enter into this Agreement or license any Content hereunder.

11.2 You represent and warrant that: (a) You are at least sixteen years of age, are of sufficient age in your jurisdiction to enter into an enforceable agreement with Dissolve, and have the full right and authority to

enter into this Agreement on behalf of You and/or the entity listed under Client Name on the applicable “**Review and Confirm**” page, (b) Licensee’s use of the Content will comply with the terms and conditions herein and those set forth in the “**Review and Confirm**” page; and (c) unless otherwise specified on the applicable “**Review and Confirm**” page, You are responsible for determining whether Licensee's use of any Content requires the consent of any other party or the license of any additional rights and obtaining such consents/licenses if required. You further represent and warrant that the information that You provide to Dissolve is accurate and true, including, without limitation, all credit card or other payment information and You shall update such information as necessary and on a timely basis. PLEASE NOTE ADDITIONAL LIABILITY COVERAGE MAY BE PURCHASED FOR CERTAIN CONTENT AT THE TIME THE APPLICABLE PURCHASE CONFIRMATION IS ACCEPTED FOR THE ADDITIONAL FEES SET FORTH THEREIN.

11.3 THE CONSIDERATION BEING PAID HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR DISSOLVE TO ASSUME ANY RISKS BEYOND THOSE EXPRESSLY ASSUMED HEREIN AND IF ANY SUCH RISKS WERE TO BE ASSUMED BY DISSOLVE, DISSOLVE WOULD NOT HAVE ENTERED INTO THESE TERMS OF USE WITHOUT CHARGING SUBSTANTIALLY HIGHER FEES.

12. Indemnification.

12.1 You shall defend, indemnify and hold harmless Dissolve, its content suppliers, licensors, and each of their respective officers, directors, employees, affiliates, successors, assigns, distributors and agents against all claims (including, without limitation, claims by third parties), lawsuits, demands, damages, judgments, costs and expenses (including reasonable attorneys’ fees and permitted and authorized costs) arising out of or related to: (i) Your breach of the terms, restrictions, conditions, and/or warranties of this Agreement; (ii) Your failure to obtain any required or necessary releases or clearances or other permissions for Your use of the Content, where such release, clearance or permission was not expressly provided by Dissolve hereunder; (iii) any violation of any intellectual property right or violation of any privacy or publicity right, where such violation does not arise from a breach by Dissolve of the warranties to You in Section 9.1 above; or (iv) the negligent conduct of You or any of Your employees, contractors, agents, clients, principals, or users.

12.2 Provided that the Content is used in accordance with this Agreement, Dissolve shall defend, indemnify and hold You harmless from all third party damages (excluding punitive damages), liabilities and expenses (including reasonable outside attorney's fees and permitted and authorized costs) arising out of or related to Dissolve’s breach of the warranties to You in Sections 9.1(a) and 9.1(c) above. Notwithstanding the foregoing Dissolve shall have no obligation under this section unless You provide Dissolve with written notice within fifteen (15) days of Your receipt of any claim subject to this indemnity and the right to defend or control the defense of such claim and shall not, in any case, have any obligation with respect to any claims covered under Section 12.1 above. You agree to cooperate with Dissolve in the defense of any such claim and shall have the right to participate in any litigation at your own expense. Dissolve shall not be liable for any damages, costs or losses arising as a result of modifications made to the Content or due to the context in which the Content is used by you.

13. Confidentiality. During this Agreement, Dissolve may provide You with certain pricing, technical, marketing and other confidential information. You acknowledge that such confidential information encompasses valuable trade secrets that are proprietary to Dissolve or its content suppliers or licensors. You agree that You will maintain the confidentiality of any confidential information that Dissolve may provide You, and You shall not use or disclose such confidential information without the prior written consent of Dissolve or its content suppliers or licensors, as the case may be.

14. Governing Law.

14.1 These Terms of Dissolve constitute a contract made under and shall be governed by and construed in accordance with the Province of Alberta, excluding any choice or conflict of law provision (whether of Alberta, Canada or any other jurisdiction) that would permit or cause the application of the laws of any other jurisdiction. The parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Alberta.

14.2 WHERE PERMITTED UNDER THE APPLICABLE LAW, WE EACH AGREE THAT EACH OF US WILL BRING CLAIMS AGAINST THE OTHER ONLY IN OUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. UNLESS BOTH OF US AGREE, NO ARBITRATOR OR JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

15. Agreement.

15.1 This Agreement, as well as agreements and other documents referred to in this Agreement constitute the entire agreement between the parties with regard to the subject matter hereof and thereof. This Agreement supersedes all previous agreements, both oral and written, between or among the

parties. If any provision of this Agreement is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision of this Agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein.

15.2 Except as otherwise expressly provided herein, this Agreement may not be modified, amended, or in any way altered except by a written agreement signed by the parties hereto that states it is an amendment to this Agreement. To the extent that You, without the prior written agreement of Dissolve, attempt to modify this Agreement by submitting to Dissolve (whether when ordering the Content or at any time before or after Dissolve's agreement to provide the Content to you) any documents which purport to modify this Agreement, or add additional or different terms or conditions, Dissolve does not agree to the inclusion of any such additional or different terms or conditions or any attempt by you to vary the terms and conditions of this Agreement. All such proposed modifications and/or additional or different terms or conditions shall be deemed rejected and shall form no part of the agreement between Dissolve and you regarding the subject matter of this Agreement. It is expressly agreed that the terms and conditions of this Agreement shall supersede the terms or conditions in any concurrently or subsequently provided purchase order or other document and no terms or conditions included in any such documents shall apply to the Content provided hereunder, notwithstanding acceptance by Dissolve of such purchase order, or execution or acknowledgment of same by Dissolve, unless such terms or conditions expressly amend or supplement this Agreement and such amendment or supplement is expressly agreed to in writing by Dissolve.

15.3 The words "hereof", "herein", "hereunder" and other words of similar import refer to this Agreement as a whole, including any attachments hereto, as the same may from time to time be amended or supplemented and not to any subdivision contained in this Agreement. Reference to provisions of statutes, rules or regulations shall be deemed to include references to such provision as amended, modified or re-enacted from time to time. The word "including" when used herein is not intended to be exclusive and in all cases means "including without limitation". Section numbers and headings are provided for convenience of reference and do not constitute a part of this Agreement. Any references to a particular Section of this Agreement shall be deemed to include reference to any and all sections thereof. Despite the possibility that one party or its representatives may have prepared the initial draft of this Agreement or any provision thereof or played a greater role in the preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement and that, in construing this Agreement, no provision hereof shall be construed in favor of one party on the ground that such provision was drafted by the other.

15.4 The parties have requested that this Agreement and all documents relating thereto be drawn up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient en anglais.