

Artwork Download Agreement

This Agreement (“Agreement”) is in effect at the time of downloading artwork from the GOT MOLD? website and is between GOT MOLD? and the individual or entity downloading the artwork, herein referred to as the “Affiliate.”

1. Background:

This Agreement governs the use of certain digital artwork provided by GOT MOLD? for the purpose of the Affiliate’s marketing program on their eCommerce site.

2. Definitions:

- “Artwork”: Refers to the digital graphics, images, designs, or any other artistic works made available for download.
- “eCommerce Site”: Refers to the Affiliate’s online commerce platform.
- “Users”: Individuals or entities visiting or using the Affiliate’s eCommerce site.

3. License Grant:

GOT MOLD? grants the Affiliate a non-exclusive, revocable, non-transferable license to use the Artwork solely for marketing purposes on the Affiliate’s eCommerce site. No other rights are granted to the Affiliate unless explicitly stated in this Agreement.

4. Term and Termination:

This Agreement is effective from the time of download and can be terminated earlier by either party for breach of any terms. Upon termination, the Affiliate must cease using and delete all copies of the Artwork.

5. Intellectual Property Rights:

The Artwork is the intellectual property of GOT MOLD?. This Agreement does not transfer any intellectual property rights to the Affiliate.

6. Usage Guidelines:

The Affiliate may display the Artwork on their eCommerce site. Any modification, adaptation, or derivative works of the Artwork is strictly prohibited without written consent from GOT MOLD?

7. Restrictions:

The Affiliate may not sublicense, sell, or distribute the Artwork outside the context of their eCommerce site. The Artwork must not be used for any illegal or unauthorized purpose.

8. Warranties and Representations:

GOT MOLD? represents that they own the rights to the Artwork and have the authority to grant the license as stated in this Agreement. The Artwork is provided “as is” without any further warranties.

9. Indemnification:

Each party agrees to indemnify and hold the other harmless from any claims, losses, damages, liabilities, including attorney’s fees, arising out of their breach of this Agreement.

10. Confidentiality:

Any non-public information shared between the parties will be considered confidential and will not be disclosed to third parties unless required by law.

11. Liability and Disclaimer:

Neither party will be liable for any indirect, special, incidental, or consequential damages, including loss of profits, related to this Agreement or the use of the Artwork.

12. Modification of Agreement:

This Agreement may only be modified or amended in writing and with mutual consent from both parties.

13. Governing Law and Dispute Resolution:

This Agreement is governed by the laws of the USA. Any disputes arising from this Agreement shall be resolved through legal mechanisms at the discretion of GOT MOLD? and does not preclude the option of binding arbitration in the location of and with an arbitrator of GOT MOLD?’s choosing.

14. Digital Acknowledgment:

By downloading the Artwork, the Affiliate acknowledges and agrees to be bound by the terms of this Agreement.