**METROPOLIS 3D-FZCO License Agreement(s)**

**Terms of Service**

**The current Terms of Service are printed below.**

**Dear METROPOLIS 3D-FZCO Customer:**

**The following Terms of Service ("TOS") is a legal agreement between you or the employer or other entity on whose behalf you are entering into this agreement ("you" or "Customer") and METROPOLIS 3D-FZCO (as such term is defined in Part V Section 24 below) and sets forth the rights and obligations with respect to any Content licensed by you.**

**Please revisit this TOS when you purchase any Content licenses. METROPOLIS 3D-FZCO reserves the right to modify the TOS at any time in its sole discretion. Prior to such changes becoming effective, METROPOLIS 3D-FZCO will use reasonable efforts to notify you of any such change. Such notice may be made by email to the email address on file in your METROPOLIS 3D-FZCO account, an announcement on this page, your login page, and/or by other means. Modifications to this TOS will only apply to prospective purchases (including any automated renewals). By licensing Content following any such modifications, you agree to be bound to the TOS as modified.**

**THIS IS A SINGLE SEAT LICENSE AUTHORIZING ONE NATURAL PERSON TO LICENSE, DOWNLOAD AND USE CONTENT. ACCOUNT, NO OTHER PERSONS (INCLUDING EMPLOYEES, CO-WORKERS OR INDEPENDENT CONTRACTORS) MAY ACCESS YOUR ACCOUNT OR USE CONTENT LICENSED THROUGH YOUR ACCOUNT.**

**IF YOU ARE PURCHASING A SUBSCRIPTION TO A METROPOLIS 3D-FZCO SERVICE, SUCH SERVICE IS SUBJECT TO THE SOFTWARE-AS-A-SERVICE TERMS.**

***If you require access and usage rights for more than one natural person, please contact Customer Service (email:*** ***METROPOLIS3D.FZCO@GMAIL.COM*** ***Phone: Inside UAE +971-55-863-8456).* For clarity, if a user is acting in an employment capacity, the employer will be deemed the licensee for the purposes of the license.**

* **"Content" means all content available for license from the METROPOLIS 3D-FZCO website, including Images,(as defined herein.)**
* **"Image(s)" means still 3d model, photographs, vectors, drawings, graphics, and the like.**

**PART I – VISUAL CONTENT LICENSES**

1. **METROPOLIS 3D-FZCO 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:**
	1. **IMAGE LICENSES**
		1. **A STANDARD IMAGE LICENSE grants you the right to use Images:**
			1. **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., subject to the budget limitations set forth in sub-section I.a.i.4 below);**
			2. **Printed in physical form as part of 3d model, product packaging and labeling, letterhead and business cards, point of sale advertising, CD and DVD cover art, or in the advertising and copy of tangible media, including magazines, newspapers, and books provided no Image is reproduced more than 500,000 times in the aggregate;**
			3. **As part of an "Out-of-Home" advertising campaign, including on billboards, street furniture, etc., provided the intended audience for such campaign is less than 500,000 gross impressions.**
			4. **Incorporated into film, video, television series, advertisement, or other audio-visual productions for distribution in any medium now known or hereafter devised, without regard to audience size, provided the budget for any such production does not exceed USD $10,000;**
			5. **For your own personal, non-commercial use (not for resale, download, distribution, or any commercial use of any kind)**
		2. **AN ENHANCED IMAGE LICENSE grants you the right to use Images (which rights are in addition to 1-5 above and exclusive to Enhanced Image Licenses):**
			1. **In any manner permitted under a Standard Image License, without any limitation on the number of reproductions, impressions, or budget;**
			2. **Incorporated into merchandise intended for sale or promotional distribution (collectively "Merchandise"), including, without limitation, textiles, artwork, magnets, wall-art, 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).**
			3. **In wall art (and without requiring further creative or functional elements) for decorative purposes in a commercial space owned by you or your client, and not for sale.**
			4. **Incorporated as elements of digital templates for sale or distribution.**
2. **If the Standard or Enhanced Image licenses do not grant the rights you require please contact Customer Service. *(email:*** ***METROPOLIS3D.FZCO@GMAIL.COM*** ***Phone: Inside UAE +971-55-863-8456)***
3. ***)*RESTRICTIONS ON USE OF VISUAL CONTENT**

**YOU MAY NOT:**

* 1. **Use Visual Content other than as expressly provided by the license you purchased with respect to such Visual Content.**
	2. **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.**
	3. **Use any Visual Content in a pornographic, defamatory, or deceptive context, or in a manner that could be considered libelous, obscene, or illegal.**
	4. **Modify Visual Content designated "Editorial Use Only" in a manner that changes the context of what is depicted.**
	5. **Use Visual Content designated "Editorial Use Only" (including, but not limited to, Editorial content) for commercial purposes, including for reference, in any advertising, merchandise or other non-editorial contexts.**
	6. **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.**
	7. **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.**
	8. **Use any Visual Content (in whole or in part) as a trademark, service mark, logo, or other indication of origin, or as part thereof.**
	9. **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.**
1. **CREDIT AND COPYRIGHT NOTICES**
	1. **The use of Images in connection with news reporting, commentary, publishing, or any other "editorial" context, shall be accompanied by an adjacent credit to the METROPOLIS 3D-FZCO contributor and to METROPOLIS 3D-FZCO in substantially the following form:**

**"Name of Artist/ METROPOLIS 3D-FZCO "**

* 1. **If and where commercially reasonable, the use of Images in Merchandise or an shall be accompanied by a credit to METROPOLIS 3D-FZCO in substantially the following form:**

**"Image(s) , used under license from METROPOLIS 3D-FZCO "**

* 1. **Credit attributions are not required in connection with any other use Images unless another stock content provided is afforded credit in connection with the same use. For clarity, attribution is always required for Editorial content.**
	2. **In all cases the credit and attribution shall be of such size, color and prominence so as to be clearly and easily readable by the unaided eye.**

**PART II - WARRANTIES AND REPRESENTATIONS**

1. **METROPOLIS 3D-FZCO warrants and represents that:**
	1. **METROPOLIS 3D-FZCO contributors have granted METROPOLIS 3D-FZCO all necessary rights in and to the Content to grant the rights set forth in Part I or Part II as applicable.**
	2. **Images in its original unaltered form and used in full compliance with this TOS and applicable law, will not: i) infringe any copyright, trademark or other intellectual property right; ii) violate any third parties' rights of privacy or publicity; iii) violate any UAE law, statute, ordinance, or regulation; or iv) be defamatory, libelous, pornographic or obscene.**
	3. **Editorial content in the original unaltered form and used in full compliance with this TOS and applicable law, will not infringe a third party’s copyright, it being understood that the foregoing warranty does not apply to elements depicted in the Editorial content.**
2. **While METROPOLIS 3D-FZCO makes commercially reasonable efforts to ensure the accuracy of keywords and descriptions, as well as the integrity of Visual Content designated "Editorial Use Only", METROPOLIS 3D-FZCO MAKES NO WARRANTIES AND/OR REPRESENTATIONS REGARDING ANY: I) KEYWORD, TITLES OR DESCRIPTIONS; OR II) . For the sake of clarity, METROPOLIS 3D-FZCO will not indemnify or have any liability in respect of any claims arising from inaccurate keyword, titles or descriptions.**
3. **METROPOLIS 3D-FZCO MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER OTHER THAN THOSE EXPRESSLY MADE IN THIS "WARRANTIES AND REPRESENTATIONS" SECTION.**

**PART III - INDEMNIFICATION AND LIABILITY**

1. **Subject to the terms hereof, and provided that you have not breached the terms of this or any other agreement with METROPOLIS 3D-FZCO, METROPOLIS 3D-FZCO will defend, indemnify, and hold you harmless up to the applicable "Limit of Liability" set forth below. Such indemnification is solely limited to Customer’s direct damages arising from a third-party claim directly attributable to METROPOLIS 3D-FZCO breach of the express warranties and representations made in Part III hereof, together with associated expenses (including reasonable attorneys’ fees). Indemnification is conditioned upon you notifying METROPOLIS 3D-FZCO, in writing, of any such claim or threatened claim, no later than five (5) business days from the date you know or reasonably should have known of the claim or threatened claim. Such notification must include all details of the claim then known to you (e.g., the use of Content at issue, the name and contact information of the person and/or entity making the claim, copies of any correspondence received and/or sent in connection with the claim). The notification must be emailed to METROPOLIS 3D-FZCO at , overnight courier, recipient’s signature required. METROPOLIS 3D-FZCO shall have the right to assume the handling, settlement or defense of any claim or litigation to which this indemnification applies. You agree to cooperate with METROPOLIS 3D-FZCO in the defense of any such claim and shall have the right to participate in any litigation at your own expense. You agree that METROPOLIS 3D-FZCO is not liable for any legal fees and/or other costs incurred by you or on your behalf prior to METROPOLIS 3D-FZCO having a reasonable opportunity to analyze such claim’s validity.**
2. **METROPOLIS 3D-FZCO 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 you use the Content.**
3. **Limits of Liability: METROPOLIS 3D-FZCO total maximum aggregate obligation and liability (the "Limit of Liability") arising out of each of Customer’s:**
	1. **Standard Image Licenses shall be USD $ 100.**
	2. **Enhanced Image Licenses shall be USD $ 150.**
	3. **Enhanced Use Licenses shall be USD $200.**

**If you have questions about the foregoing, please contact Customer Service. *(email:*** ***METROPOLIS3D.FZCO@GMAIL.COM*** ***Phone: Inside UAE +971-55-863-8456)***

**You will indemnify and hold METROPOLIS 3D-FZCO, its officers, employees, shareholders, directors, managers, members and suppliers, harmless against any damages or liability of any kind arising from any use of the Visual Content other than the uses expressly permitted by this TOS. You further agree to indemnify METROPOLIS 3D-FZCO for all costs and expenses that METROPOLIS 3D-FZCO incurs in the event that you breach any of the terms of this or any other agreement with METROPOLIS 3D-FZCO.**

**PART IV - ADDITIONAL TERMS**

1. **Except when required by law, METROPOLIS 3D-FZCO shall be under no obligation to issue refunds under any circumstances. All fees are non-refundable, even if your subscription is terminated before its expiration. You authorize METROPOLIS 3D-FZCO to charge you all subscription fees for the duration of the term agreed to at the time of purchase. In the event that METROPOLIS 3D-FZCO determines that you are entitled to a refund of all or part of the fees you paid, such refund shall be made using the payment method originally used by you to make your purchase. If you reside in the European Union and you cancel your account within fourteen (14) days of making payment to METROPOLIS 3D-FZCO, provided that you have not yet downloaded or licensed any Visual Content, METROPOLIS 3D-FZCO, will refund the payment made by you in connection with such cancelled account. To cancel your account, *please contact Customer Service. (email:*** ***METROPOLIS3D.FZCO@GMAIL.COM*** ***Phone: Inside UAE +971-55-863-8456)***
2. **Following the expiration of your subscription plan, such plan will automatically renew on the same terms as your original plan purchase. You can disable automatic renewal at any time prior to renewal using your account settings. You expressly grant METROPOLIS 3D-FZCO the right to charge you for each automatic renewal until you timely disable automatic renewal.**
3. **The fees charged by METROPOLIS 3D-FZCO are exclusive of taxes, and all such taxes, direct or indirect, shall be in addition to any fees related to the products you are buying. If METROPOLIS 3D-FZCO is required to collect indirect and/or transactional taxes (such as sales tax, value-added tax, goods and services tax, et al) under the laws of your state or country of residence, you shall be liable for payment of any such indirect tax. Where METROPOLIS 3D-FZCO or you are required to collect or remit direct or indirect taxes, you may be required to self-assess said tax under the applicable laws of your country of residence.**
4. **"Non-transferable" as used herein means that except as specifically provided in this TOS, you may not sell, rent, load, give, sublicense, or otherwise transfer to anyone, Content or the right to use Content. You may however, make a one-time transfer of Content to a third party for the sole purpose of causing such third party to print and/or manufacture your goods incorporating Content subject to the terms and conditions herein. If you become aware that any social media website uses any Content in a manner that exceeds your license hereunder, you agree to remove all derivative works incorporating Content from such Social Media Site, and to promptly notify METROPOLIS 3D-FZCO of each such social media website's use. You agree to take all commercially reasonable steps to prevent third parties from duplicating any Content. If you become aware of any unauthorized duplication of any Content *please contact Customer Service. (email:*** ***METROPOLIS3D.FZCO@GMAIL.COM*** ***Phone: Inside UAE +971-55-863-8456)***
5. **Upon notice from METROPOLIS 3D-FZCO or if you learn that any Content is subject to a threatened or actual claim of infringement, violation of another right, or any other claim for which METROPOLIS 3D-FZCO may be liable, or if METROPOLIS 3D-FZCO removes any Content due to perceived business risk as determined in METROPOLIS 3D-FZCO reasonable discretion and gives you notice of such removal, you will remove the Content from your computer systems and storage devices (electronic or physical) and, if possible, cease any future use of the removed Content at your own expense. METROPOLIS 3D-FZCO shall provide you with comparable Content (which comparability will be determined by METROPOLIS 3D-FZCO in its reasonable commercial judgment) free of charge, but subject to the terms and conditions of this TOS.**
6. **If you use any Content as part of work product created for or delivered to a client or customer, you will disclose the identities of such clients or customers to METROPOLIS 3D-FZCO, upon METROPOLIS 3D-FZCO reasonable request.**
7. **Arbitration.**
	1. **Any controversy or claim arising out of or relating to this TOS, or the breach thereof, shall be settled by binding individual (not class) arbitration administered under the UAE in effect on the date of the commencement of arbitration, rather than in court, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. The place of arbitration shall be the state and UAE. The language of the arbitration shall be English. There shall be one arbitrator to be mutually agreed by the parties. Each party shall bear its own costs in the arbitration. Both parties agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) any claim related to actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack) (iii) any claim arising solely from Customer’s alleged failure to pay fees due to METROPOLIS 3D-FZCO. This arbitration provision will survive termination of this TOS.**
	2. **YOU AND METROPOLIS 3D-FZCO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and METROPOLIS 3D-FZCO 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. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. You and METROPOLIS 3D-FZCO acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable disputes under this TOS.**
	3. **If a court decides that applicable law precludes enforcement of any of the limitations in this Part V, Section 7 as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.**
8. **Neither party may assign this agreement, without the prior written approval of the other party, except that METROPOLIS 3D-FZCO may assign this agreement to a subsidiary, an affiliated company within the METROPOLIS 3D-FZCO group, the entity that results from a merger or other corporate reorganization involving METROPOLIS 3D-FZCO, or an entity that acquires all or substantially all of METROPOLIS 3D-FZCO assets or capital stock.**
9. **This TOS shall be construed neither against nor in favor of any party, but rather in accordance with the fair meaning of the language hereof. This TOS is governed by and shall be construed in accordance with the laws of the applicable jurisdiction set forth in Section 5.24, without respect to its conflict of laws principles.**
10. **If you are entering into this TOS on behalf of your employer or other entity, you warrant and represent that you have the full right and authority to do so. In the event that you do not have such authority, you agree that you will be personally liable to METROPOLIS 3D-FZCO for any breaches of the terms of this TOS. You hereby grant METROPOLIS 3D-FZCO a worldwide, non-exclusive, limited license to use your trademarks in METROPOLIS 3D-FZCO promotional materials, including a public customer list. METROPOLIS 3D-FZCO use of your trademarks shall at all times conform to your then-current trademark use policies as made available to METROPOLIS 3D-FZCO and shall at all times inure to your benefit. METROPOLIS 3D-FZCO further agrees that it will use commercially reasonable efforts to terminate any particular use of your trademark no later than thirty (30) days from the date of receipt by METROPOLIS 3D-FZCO of your email request to** **METROPOLIS3D.FZCO@gmail.com.**
11. **The number of Content downloads available to you is determined by the product you purchase. For the purposes of this TOS, a day is defined as the twenty four (24) hour period beginning at the time your product is purchased. A month is defined as a calendar month beginning on and including the date that you purchase your product and ending on that date which is the earlier of (i) the same date as your purchase in the following month or (ii) the last day of the following month. By way of example, if you purchase a monthly subscription on March 5, it will renew on April 5. If you purchase a monthly subscription on August 31, your subscription will renew on September 30.**
12. **Unless otherwise specified in the coupon, any coupon or discount code applied to a purchase hereunder shall apply only to the first payment made in connection with such purchase.**
13. **If any individual term of this TOS is found to be invalid or unenforceable by any legal or regulatory body of competent jurisdiction, such finding will be limited solely to such invalid or unenforceable part, without affecting the remaining parts of such individual term, or any other part of this TOS, so that this TOS shall otherwise remain in full force and effect.**
14. **You expressly agree that any feedback provided to you by METROPOLIS 3D-FZCO or its representatives regarding any questions you may have about this TOS or your use of Content licensed hereunder, is solely for the purpose of interpreting this TOS and is not legal advice. METROPOLIS 3D-FZCO cannot render legal advice to you and expressly disclaims any liability of any kind related to any feedback provided by METROPOLIS 3D-FZCO or its representatives.**
15. **It is expressly understood and agreed that this TOS is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties, or obligations are intended by this TOS as to third parties.**
16. **In the event that you breach any of the terms of this or any other agreement with METROPOLIS 3D-FZCO, METROPOLIS 3D-FZCO shall have the right to terminate your account without further notice, in addition to METROPOLIS 3D-FZCO other rights at law and/or equity. METROPOLIS 3D-FZCO shall be under no obligation to refund any fees paid by you in the event that your account is terminated by reason of a breach.**
17. **Except as expressly set forth in the applicable license and warranties sections herein, METROPOLIS 3D-FZCO grants no rights and makes no further warranties. METROPOLIS 3D-FZCO only has model or property releases where expressly indicated on the METROPOLIS 3D-FZCO website.**
18. **METROPOLIS 3D-FZCO liability under any individual license purchased hereunder shall not exceed the "Limit of Liability" applicable to the license in effect at the time you know or should have known of the claim, and is without regard to the number of times the subject Content is licensed or used by you.**
19. **Except as specifically provided in Part IV hereof, in no event, will METROPOLIS 3D-FZCO total aggregate liability to you or any third party claiming through you, arising out of or in connection with your use of or inability to use the METROPOLIS 3D-FZCO websites and/or Content contained thereon (whether in contract, tort or otherwise) exceed the monetary amount actually received by METROPOLIS 3D-FZCO from you for the applicable Content license.**
20. **Neither METROPOLIS 3D-FZCO nor any of its officers, employees, managers, members, shareholders, directors or suppliers shall be liable to you or to any other person or entity for any general, punitive, special, indirect, consequential or incidental damages, or lost profits or any other damages, costs or losses arising out of your use of the Content, METROPOLIS 3D-FZCO breach of this agreement, or otherwise, unless expressly provided for herein, even if METROPOLIS 3D-FZCO has been advised of the possibility of such damages, costs or losses.**
21. **Except as expressly set forth in Part III, all Content is provided "as is" without warranty of any kind, either express or implied, including, but not limited to the implied warranties of non-infringement, merchantability, or fitness for a particular purpose. Some Content may contain elements that require additional clearance if the Content is modified or used in a particular context. If you make such modification or use Content in such context, you are solely responsible for obtaining any additional clearances thereby required.**
22. **METROPOLIS 3D-FZCO does not warrant that the Content, METROPOLIS 3D-FZCO websites, or other materials will meet your requirements or that use will be uninterrupted or error free. The entire risk as to the quality, performance and use of the Content is solely with you.**
23. **In the event that you use fraudulent credit card information to open an account or otherwise engage in any criminal activity affecting METROPOLIS 3D-FZCO, METROPOLIS 3D-FZCO will promptly file a complaint with**[**www.ic3.gov**](http://www.ic3.gov)**, the internet crime complaint center, a partnership between the**[**Federal Bureau of Investigation (FBI)**](http://www.fbi.gov)**and the**[**National White Collar Crime Center**](http://www.nw3c.org)**.**
24. **METROPOLIS 3D-FZCO contracting party and choice of law, are contracted with the METROPOLIS 3D-FZCO entity identified in the TOS in effect at the time of your initial purchase, including all subsequent installment payments and automatic renewals until cancelled. For new subscriptions and purchases initiated from your country of residence is the same as your billing address, as same is provided by you to METROPOLIS 3D-FZCO in connection with your account.**