



Seaweed & Spruce Design Studio Licence Agreement - Commercial

Licensee

Individual or Legal Entity (Company), as indicated at the time of purchase.

Number of Users (or Seats)

The number of permitted users (or seats) is the number of users (or seats) declared and paid for at the time of purchase.

Commercial Use: Physical and Digital End Products

5,000 combined total Physical End Products and Digital End Products. Use in websites, applications or video games is prohibited. Any use of a Licensed Asset for Commercial use must: (i) be significantly different from the original Licensed Asset, (ii) require time, effort and skill to produce and (iii) not derive its primary value from the Licensed Asset itself. Any resale or sublicensing of the Licensed Asset in source file form or otherwise in competition with the Licensed Asset is prohibited.

Commercial Use: Advertisements and Promotion

Unlimited physical (printed) advertisements within a local market. Use with one business social media account is permitted.

Commercial Use: Broadcast Content

500,000-lifetime viewers.

This Licence Agreement contains important legal terms and Licensee acknowledges that by completing the purchase process and/or checking “agree”, the Licensee has read the entire Licence Agreement and agrees to the terms herein, including, without limitation, Section 9 (Important General Legal Provisions). Seaweed & Spruce offers different types of licence agreements and the one selected at the time of purchase applies to the Licensee’s use of the Licensed Asset.

This Licence Agreement states the terms and conditions of the Licensee’s non-exclusive and limited copyright licence with respect to the digital content ("**Licensed Asset**") made available on seaweedandspruce.com and purchased by the Licensee. The Licensed Asset item name will be emailed to you at the account email address that Seaweed & Spruce has on file, along with a link to this Licence Agreement; please

retain this for your records. This Licence Agreement may also apply to digital content that Seaweed & Spruce makes available at no charge (e.g., for promotional purposes) only if expressly indicated during the initial download of that digital content.

1. PARTIES TO THE LICENCE AGREEMENT; NUMBER OF USERS (OR SEATS)

1.1 - This Licence Agreement is an agreement between:

- (a) The "**Licensee**", who is the individual indicated as the licensee during the purchase process or that person's employer if they are acting on the employer's behalf and with the employer's authorisation and
- (b) Seaweed & Spruce ("**Seaweed & Spruce**") as licensor.

If you are purchasing on behalf of your employer, then only your employer is the "Licensee" and can use the Licensed Asset subject to the terms of this Licence Agreement; in that case, you represent and warrant that you have full legal authority to bind your employer, as the Licensee, to the terms of this Licence Agreement.

1.2 - The number of individual users permitted to access and use the Licensed Asset (as permitted in this Licence Agreement) is the number of users (or seats) selected and paid for at the time of purchase. If the Licensee requires additional users (or seats), additional licences to the Licensed Asset must be purchased.

2. ASSET MANAGEMENT

The Licensee may only upload the Licensed Asset to (i) a server owned and controlled by the Licensee or (ii) a cloud storage service, cloud-based design app or digital asset manager, on an account controlled by the Licensee, in each case for use of the Licensed Asset by the Licensee only, as permitted herein.

3. THIS LICENCE AGREEMENT PERMITS BOTH COMMERCIAL USE AND NON-COMMERCIAL USE; COMMERCIAL USE AND NON-COMMERCIAL USE DEFINED

This Licence Agreement permits both Non-commercial and Commercial use of the Licensed Asset, as expressly specified in Section 4 (Permitted Uses and Quantity/Impression Limitations).

3.1 - Commercial Use

"Commercial" use is any use:

- (i) that involves an exchange of money or other consideration,
- (ii) that promotes a business (e.g., sole proprietorship, corporation or partnership), product or service or
- iii) where financial gain or other consideration is either sought or a result, directly or indirectly, of the Licensee's use of the Licensed Asset.

If any one or more of the criteria in (i), (ii) or (iii) is met, the use is deemed "Commercial".

3.2 - Non-Commercial Use (Personal)

"Non-commercial" use is solely for personal purposes. Any use that meets the definition of "Commercial use" cannot be considered Non-commercial use.

4. PERMITTED USES AND QUANTITY/IMPRESSION LIMITATIONS

An "**End Use**" of a Licensed Asset means using the Licensed Asset only as expressly permitted below. Any End Use for Commercial purposes must:

- (i) be significantly different from the original Licensed Asset,
- (ii) require time, effort and skill to produce and
- (iii) not derive its primary value from the Licensed Asset itself.

4.1 - End Products

Physical Products for Commercial or Non-commercial Use: The Licensee may create physical end products such as, but not limited to, clothing, cards, invitations, stickers, mugs, stamps, candles, posters, signs, home decor, etc., for Commercial or Non-commercial use.

Product Packaging for Commercial or Non-commercial Use: The Licensee may create physical or digital packaging products used for resale or wholesale such as, but not limited to, boxes, labels, stickers or containers, etc., for Commercial or Non-commercial use.

Digital Products for Commercial or Non-commercial Use: The Licensee may create digital end products for resale, such as static designs or static website elements, for Commercial or Non-commercial use.

Digital or Print Publication for Commercial or Non-commercial Use: The Licensee may use the Licensed Asset in digital or print publications such as magazines, cards, invitations, photo albums, scrapbooks, e-books or e-publications, for Commercial or Non-commercial use.

Quantity Limitations on End Products for Commercial Use: No more than 5,000 lifetime combined individual end products or packaging (digital or physical) sales, instances, impressions or installations (as applicable) that incorporate the Licensed

Digital or Print Publication for Commercial or Non-commercial Use: The Licensee may use the Licensed Asset in digital or print publications such as magazines, cards, invitations, photo albums, scrapbooks, e-books or e-publications, for Commercial or Non-commercial use.

Quantity Limitations on End Products for Commercial Use: No more than 5,000 lifetime combined individual end products or packaging (digital or physical) sales, instances, impressions or installations (as applicable) that incorporate the Licensed Asset are permitted for Commercial use. Consider an extended commercial licence or contact Seaweed & Spruce for a custom licence if the Licensee requires greater quantities for Commercial use.

4.2 - Social Media, Marketing and Advertisements

Personal Social Media for Non-Commercial Use: If applicable (e.g., for an individual), one (1) personal or individual social media account is permitted for Non-commercial use.

Company Social Media for Commercial Use: If applicable (e.g., for a business), one (1) Licensee-owned and managed company social media account is allowed for Commercial use. A separate licence is required for each additional social media business account or page.

Physical (Printed) Advertisements for Commercial Use: Such as billboards, signage, printed advertisements, etc., for Commercial use in Local, National and Global markets.

- A “Local” market refers to any display or distribution of these permitted advertisements within a 200-mile radius inside the borders of a single country.
- A “National” market refers to the distribution or display of advertisements beyond a 200-mile radius within a single country.
- A “Global” market refers to the distribution or display of advertisements across more than one country.

Digital Advertisements for Commercial Use: This includes internet advertisements, such as those served by Google Ads, Bing Ads, Facebook Ads, LinkedIn Ads, etc., for Commercial use.

Quantity Limitations on Promotion and Advertisements: There are no limits on the number of impressions for social media posts or advertisements incorporating the Licensed Asset, whether for Commercial or Non-commercial use (where applicable for Non-commercial use).

4.3 - Broadcast and Streaming of Motion Picture and Audiovisual Content

Broadcast and Streaming: Broadcast and streaming via network, cable, internet, satellite, pay-per-view, video on demand or streaming of motion pictures and audiovisual works, including advertisements, is permitted for both Commercial and Non-commercial use.

Quantity Limitations on Broadcast and Streaming: No more than 500,000 lifetime viewers for Commercial use; for Non-commercial use, there are no limits on streaming via the Internet.

5. PROHIBITED USES

(these uses may be available with an extended commercial licence or custom licence; contact Seaweed & Spruce for more details):

5.1 - Digital Development

Website Software Development, Mobile App Development, Desktop Application Development and Video Game Development: These uses are prohibited for both Commercial and Non-commercial use.

5.2 - Trademark and Copyright

Trademark: The Licensed Asset cannot be used as part of a trademark, service mark, design mark, trade name or similar use unless (1) the Licensed Asset is significantly altered and (2) it is not the predominant element of the End Use. This Licence Agreement does not grant the Licensee the right to register, protect or enforce any trademark or similar rights in the Licensed Asset itself, which must be disclaimed in any trademark registration. Contact Seaweed & Spruce for a custom licence if these rights are desired.

Copyright: The Licensee may not claim the Licensed Asset (or any modification thereof) as their own copyrighted work. The original Licensed Asset must be disclaimed in any copyright registration.

5.3 - Future Technologies

The licence is limited to the expressly permitted uses outlined in this Licence Agreement. Any future technologies or uses not explicitly mentioned are expressly reserved and not included within the scope of this licence.

6. STRICTLY PROHIBITED USES

Nothing in this Licence Agreement grants the Licensee any of the following rights, all of which are expressly retained:

6.1 - Resale or Sub-Licensing: Reselling or sublicensing the Licensed Asset or any modification of it, in source file form is strictly prohibited.

6.2 - Competitive Resale or Sub-Licensing: Reselling or sublicensing the Licensed Asset or any modification of it, in a manner that is directly competitive with the original Licensed Asset (e.g., as a stock asset or template) is strictly prohibited.

6.3 - Public Sharing: Making the Licensed Asset public or sharing it in any way that allows others to download, extract or redistribute the Licensed Asset as a standalone file (separate from the project or end use expressly permitted) is strictly prohibited.

6.4 - Inappropriate Content: Using the Licensed Asset in pornographic, fraudulent, immoral, infringing, illegal, harassing, offensive or defamatory material is strictly prohibited. This includes but is not limited to, any use that:

- (i) Creates a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement or physical or mental illness to any person or animal;**
- (ii) Creates a risk of loss or damage to any person or property;**
- (iii) Exploits or harms children by exposing them to inappropriate content or soliciting personally identifiable details;**
- (iv) Contributes to or constitutes a crime or tort;**
- (v) Contains unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating, libellous, threatening, profane or otherwise objectionable content;**
- (vi) Contains illegal information (including, but not limited to, insider information under securities law or another party's trade secrets);**

- (vii) Contains information or content you are not authorised to make available under any law or contractual or fiduciary relationships;**
- (viii) Contains information or content known to be incorrect or outdated; or**
- (ix) Promotes racism, bigotry, hatred or physical harm against any group or individual.**

6.5 - False Representation: Falsely representing authorship or ownership of the Licensed Asset is strictly prohibited.

6.6 - Non Permitted Uses: Any use not expressly permitted in Section 4 (Permitted Uses and Quantity/Impression Limitations) is strictly prohibited.

7. SUB-LICENSING TO THIRD PARTIES IS PROHIBITED WITH LIMITED EXCEPTIONS FOR CLIENTS AND SERVICE PROVIDERS

(Third-party use requires the third party to obtain its own licence unless a custom licence is purchased)

7.1 - Separate Licence Required for Third-Party Use

This Licence Agreement does not permit sub-licensing, except for the limited rights to sublicense described in Section 7.2 below.

7.2 - Limited Sub-licensing Permitted

The Licensee may sublicense their rights to third parties in the following three specific situations:

(a) Manufacturing, Marketing or Distribution: The Licensee may sublicense their rights to third parties to manufacture, market or distribute completed End Uses (as defined above) that use the Licensed Asset, provided this is done on behalf of the Licensee. The sublicense must stipulate that the sublicensee is prohibited from extracting, reproducing or using the Licensed Asset in any other way. The Licensee remains responsible for ensuring the sublicensee complies with the terms of this Licence Agreement and is liable for any non-compliance. For example, the Licensee may use distributors to manufacture or distribute physical products for resale or product packaging; similarly, the Licensee may engage third-party providers, such as hosting services, to host a completed website or website publishers to display completed digital advertisements.

(b) Service Providers: The Licensee may sublicense their rights to a service provider acting as a subcontractor to provide services to the Licensee, provided that (i) the Licensee ensures that the service provider complies with the terms of this Licence Agreement and remains liable for any non-compliance and (ii) the Licensee has purchased a sufficient number of seats for the Licensed Asset (e.g., each individual person requires a licence as outlined above).

(c) Clients: The Licensee may transfer a completed End Use (such as a finished website, advertisement, product or product packaging) to a client. In this case, the sublicense must stipulate that the client is prohibited from extracting, reproducing or using the Licensed Asset in any way other than what is necessary to exploit the End Use provided by the Licensee. The Licensee must ensure compliance with the terms of this Licence Agreement by the client and will remain liable for any non-compliance.

8. ATTRIBUTION

8.1 - When Credit is Required:

Credit is mandatory for all editorial uses of the Licensed Asset. For non-editorial uses, credit is only required if credits are provided to other sources of licensed material. When credit is necessary, it should be clearly visible and placed near the Licensed Asset. The placement and prominence of the credit should be consistent with other credits where applicable.

8.2 - How to Provide Credit:

Use the following format: “[Licensed Asset Product Type] copyright Seaweed & Spruce.”

9. IMPORTANT GENERAL LEGAL PROVISIONS

9.1 - Intellectual Property

All digital content available on seaweedandspruce.com, including, but not limited to, the Licensed Asset, is protected by UK and international copyright laws and treaties. The Seaweed & Spruce retains ownership of the Licensed Asset, granting the Licensee a limited, non-exclusive, non-transferable and non-sublicensable licence (except as expressly permitted above) to use the Licensed Asset as specified in this Agreement. All other rights remain reserved by Seaweed & Spruce. The Licensee may not claim ownership of the Licensed Asset nor seek any revenue from a collecting society for secondary uses of the Licensed Asset. References to the “purchase” or “sale” of the Licensed Asset pertain only to the purchase of a licence and not the copyright itself. Ownership of any media or device on which the Licensed Asset is recorded does not convey ownership of the design of the Licensed Asset. This Agreement does not grant any rights to trademark or other intellectual property rights beyond copyright.

9.2 - Termination

Seaweed & Spruce reserves the right to terminate this Licence Agreement if the Licensee breaches any terms of this or other agreements with Seaweed & Spruce. Upon termination, the Licensee must immediately cease use of the Licensed Asset, delete or destroy all copies and, if requested, confirm in writing that these actions have been taken. If the Licensed Asset is used on a social media platform or third-party website and the platform or website uses (or announces plans to use) the Licensed Asset in a manner contrary to this Agreement, the rights granted will terminate immediately. The Licensee must then remove any content featuring the Licensed Asset from such platforms or websites upon request by Seaweed & Spruce.

9.3 - Content Withdrawal

Seaweed & Spruce may discontinue licensing the Licensed Asset at its discretion. If a Licensed Asset is subject to a third-party infringement claim, Seaweed & Spruce may require the Licensee to immediately cease use, delete or destroy all copies and ensure that clients, distributors and/or licensees do the same, at the Licensee's expense. Seaweed & Spruce will provide replacement content, at its discretion, free of charge, subject to the terms of this Licence Agreement.

9.4 - Audit

The Licensee agrees to provide Seaweed & Spruce with sample copies of projects or end uses containing the Licensed Asset upon reasonable notice. This includes granting free access to any pay-walled or restricted-access websites or platforms where the Licensed Asset is used. Additionally, Seaweed & Spruce may audit the Licensee's records related to this Agreement and the use of the Licensed Asset, either directly or through a third party, to ensure compliance. If an audit reveals an underpayment of five percent (5%) or more, the Licensee must pay the underpaid amount and any other remedies owed to Seaweed & Spruce and reimburse Seaweed & Spruce for the audit costs.

9.5 - Disclaimer of Warranties

THE LICENSEE'S USE OF THE LICENSED ASSET IS AT THE LICENSEE'S OWN RISK. THE LICENSED ASSET IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. SEAWEED & SPRUCE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

9.3 - Content Withdrawal

Seaweed & Spruce may discontinue licensing the Licensed Asset at its discretion. If a Licensed Asset is subject to a third-party infringement claim, Seaweed & Spruce may require the Licensee to immediately cease use, delete or destroy all copies and ensure that clients, distributors and/or licensees do the same, at the Licensee's expense. Seaweed & Spruce will provide replacement content, at its discretion, free of charge, subject to the terms of this Licence Agreement.

9.4 - Audit

The Licensee agrees to provide Seaweed & Spruce with sample copies of projects or end uses containing the Licensed Asset upon reasonable notice. This includes granting free access to any pay-walled or restricted-access websites or platforms where the Licensed Asset is used. Additionally, Seaweed & Spruce may audit the Licensee's records related to this Agreement and the use of the Licensed Asset, either directly or through a third party, to ensure compliance. If an audit reveals an underpayment of five percent (5%) or more, the Licensee must pay the underpaid amount, any other remedies owed to Seaweed & Spruce and reimburse Seaweed & Spruce for the audit costs.

9.5 - Disclaimer of Warranties

THE LICENSEE'S USE OF THE LICENSED ASSET IS AT THE LICENSEE'S OWN RISK. THE LICENSED ASSET IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. SEAWEED & SPRUCE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

9.6 - Limitation on Liability

UNDER NO CIRCUMSTANCES SHALL SEAWEED & SPRUCE, ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE AGREEMENT, INCLUDING BUT NOT LIMITED TO INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THIS INCLUDES, BUT IS NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, PROFITS, BUSINESS, ANTICIPATED SAVINGS, USE, GOODWILL, DATA OR DAMAGES ARISING FROM TORT (INCLUDING NEGLIGENCE), INTELLECTUAL

NEGLIGENCE), INTELLECTUAL INFRINGEMENT, BREACH OF CONTRACT or OTHERWISE, EVEN IF FORESEEABLE. IN NO EVENT SHALL THE LIABILITY OF SEAWEED & SPRUCE, ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS or DIRECTORS EXCEED THE LOWER OF GBP 10,000 OR THE FEES PAID BY THE LICENSEE FOR THE LICENSED ASSET. THIS LIMITATION DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

9.7 - Indemnification

The Licensee agrees to defend, indemnify and hold harmless Seaweed & Spruce, its affiliates, licensors, service providers and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable legal fees) arising from (i) any violation of this License Agreement by the Licensee or anyone acting on their behalf, (ii) the use of the Licensed Asset in violation of any laws, rules or regulations or (iii) the use of the Licensed Asset in breach of third-party rights, particularly where such breach results from modifications to the Licensed Asset.

9.8 - Limitation on Time to File Claims

TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THE LICENSED ASSET OR THIS LICENSE AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR OF THE ACCRUAL OF SUCH CLAIM OR CAUSE OF ACTION, OTHERWISE, IT IS PERMANENTLY BARRED.

9.9 - Choice of Law and Forum

All matters related to the Licensed Asset and this License Agreement, including any disputes or claims (whether contractual or non-contractual), shall be governed by and construed in accordance with the internal laws of England, Scotland and Wales, without regard to any choice or conflict of law principles. Any legal action or proceeding arising out of or related to the Licensed Asset or this License Agreement shall be exclusively conducted in the courts of England, Scotland and Wales, though Seaweed & Spruce retains the right to initiate legal proceedings against the Licensee in their country of residence or any other relevant jurisdiction. The Licensee waives any objections to the jurisdiction and venue of such courts to the fullest extent permitted by law.

9.10 - Arbitration

AT SEAWEED & SPRUCE'S SOLE DISCRETION, EXCEPT WHERE PROHIBITED BY LAW, SEAWEED & SPRUCE MAY REQUIRE THE LICENSEE TO RESOLVE ANY DISPUTES ARISING FROM THE USE OF THE LICENSED ASSET AND THIS LICENSE AGREEMENT, INCLUDING BUT NOT LIMITED TO DISPUTES REGARDING INTERPRETATION, VIOLATION, INVALIDITY, NON-PERFORMANCE or TERMINATION, THROUGH FINAL AND BINDING ARBITRATION. SUCH ARBITRATION SHALL BE CONDUCTED UNDER THE RULES OF ARBITRATION OF THE ARBITRATION AND MEDIATION ASSOCIATION, APPLYING ENGLISH LAW.

9.11 - Waiver and Severability

No waiver by Seaweed & Spruce of any term or condition of this License Agreement shall be considered a further or continuing waiver of such term or condition or a waiver of any other term or condition. Any failure by Seaweed & Spruce to assert a right or provision under this License Agreement does not constitute a waiver of that right or provision. If any provision of this License Agreement is found by a court or other competent authority to be invalid, illegal or unenforceable, such provision shall be modified or removed to the minimum extent necessary and the remaining provisions of the License Agreement, including the Terms of Use, will continue to be in full force and effect.

9.12 - Entire Agreement

This License Agreement, together with the Seaweed & Spruce Terms of Use, constitutes the entire agreement between the Licensee and Seaweed & Spruce regarding the Licensed Asset. It supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, related to the Licensed Asset. This License Agreement takes precedence over any conflicting terms in the Terms of Use concerning the Licensed Asset.

9.13 - Notices

All notices required to be sent to Seaweed & Spruce under this License Agreement should be directed to info@seaweedandspruce.com. Notices to the Licensee will be sent to the email address provided during account creation or purchase.

9.14 - Modifications

Seaweed & Spruce may amend this License Agreement by posting an updated version on the Seaweed & Spruce website. The version of the License Agreement in effect at the time of purchase shall apply, even if the Licensed Asset is downloaded

after the update. Updated versions will not apply retroactively to prior purchases unless (1) the Licensee is notified of the option to apply the updated terms to prior purchases and expressly agrees (e.g., by clicking "Agree") or (2) the modification (i) does not adversely affect any rights of the Licensee and (ii) Seaweed & Spruce notify the Licensee of the changes and that they will apply retroactively (e.g., via email to the address on file).

9.15 - Interpretation

Unless the context requires otherwise, in any part of this License Agreement: (i) "including" (and its derivatives, such as "includes"), "e.g." and "for example" means "including but not limited to"; and (ii) the use of the singular includes the plural and vice versa. This License Agreement shall not be interpreted against the drafting party.