

Standard **Royalty-Free License Agreement** for stock photos, videos, and audio files on **ColorStock Gallery**. This agreement outlines the terms under which users can purchase and use content from the website.

---

## ROYALTY-FREE LICENSE AGREEMENT

This Royalty-Free License Agreement (the "Agreement") is entered into by and between **ColorStock Gallery**, a stock media content provider, ("Licensor") and the person or entity purchasing or otherwise acquiring access to media content ("Licensee") from the website [www.colorstockgallery.com](http://www.colorstockgallery.com) ("Website").

**Effective Date:** [Insert Date]

### 1. GRANT OF LICENSE

**1.1 License Grant:** Subject to the terms of this Agreement, Licensor hereby grants Licensee a non-exclusive, worldwide, perpetual, and non-transferable right to use the media content ("Content") downloaded from the Website under a Royalty-Free License. This includes but is not limited to photographs, videos, and audio files.

**1.2 Use Cases:** Licensee may use the Content for personal, commercial, or professional purposes, including but not limited to use in advertisements, websites, social media, films, presentations, print media, and other digital or physical products.

**1.3 No Additional Royalties:** The Licensee may use the Content without having to pay additional royalties, license fees, or compensation to Licensor beyond the initial license fee.

### 2. RESTRICTIONS ON USE

**2.1 No Resale or Redistribution:** Licensee may not sell, redistribute, sublicense, or offer the Content as a standalone item or in a way that allows others to extract or redistribute the Content.

**2.2 No Use in Trademark or Logo:** Licensee may not use the Content in any trademark, logo, or service mark without the express written consent of the Licensor.

**2.3 No Infringement of Third-Party Rights:** Licensee may not use the Content in any way that infringes upon the intellectual property rights or privacy rights of any third party, including but not limited to creating defamatory, offensive, or unlawful content.

**2.4 No Endorsement:** Licensee may not use the Content in such a way that implies endorsement by the person, company, or brand depicted in the Content unless expressly authorized in writing by Licensor.

**2.5 Prohibited Uses:** The Content may not be used in a manner that violates any law or infringes on the rights of others, including but not limited to using the Content in association with pornography, hate speech, violence, or illegal activities.

### 3. INTELLECTUAL PROPERTY RIGHTS

**3.1 Ownership:** All rights, title, and interest in the Content, including but not limited to copyright, remain with the Licensor or its licensors. Licensee's use of the Content does not convey any ownership rights in the Content.

**3.2 No Modification of Copyright:** Licensee may not remove or alter any watermarks, copyright notices, or other proprietary information in the Content.

#### **4. LIMITATION OF LIABILITY**

**4.1 No Warranty:** The Content is provided "as is," without any warranty or representation of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

**4.2 Indemnification:** Licensee agrees to indemnify and hold harmless Licensor from any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from the use or misuse of the Content by Licensee, including any third-party claims.

**4.3 Limitation of Liability:** In no event shall Licensor be liable to Licensee or any third party for any indirect, consequential, incidental, special, or punitive damages arising from this Agreement or Licensee's use of the Content, regardless of whether Licensor has been advised of the possibility of such damages.

#### **5. TERM AND TERMINATION**

**5.1 Term:** This Agreement shall remain in effect indefinitely unless terminated by either party in accordance with the terms of this section.

**5.2 Termination by Licensor:** Licensor may terminate this Agreement immediately if Licensee breaches any term of this Agreement. Upon termination, Licensee must cease all use of the Content.

**5.3 Termination by Licensee:** Licensee may terminate this Agreement at any time by discontinuing use of the Content. Licensee's obligations under Sections 3, 4, and 5 shall survive termination.

#### **6. REFUNDS AND EXCHANGES**

**6.1 No Refunds:** All sales of Content are final. Licensor does not provide refunds for any content purchased through the Website, except as required by law.

**6.2 Exchanges:** Licensee may request an exchange of Content if the Content is found to be defective or unusable, at Licensor's discretion.

#### **7. MISCELLANEOUS**

**7.1 Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether written or oral.

**7.2 Amendments:** Licensor may amend or update this Agreement from time to time. Any amendments will be posted on the Website and will be effective immediately upon posting. Licensee's continued use of the Content following such amendments constitutes acceptance of the revised terms.

**7.3 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of Florida, without regard to its conflicts of law provisions.

**7.4 Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

**7.5 Assignment:** Licensee may not assign or transfer this Agreement to any third party without the prior written consent of Licensor.

## **8. CONTACT INFORMATION**

For any questions or concerns regarding this Agreement, please contact:

**ColorStock Gallery**

Tampa, FL

Email: [info@colorstockgallery.com](mailto:info@colorstockgallery.com)

Website: [www.colorstockgallery.com](http://www.colorstockgallery.com)

---

By purchasing or downloading Content from ColorStock Gallery, Licensee agrees to the terms of this Royalty-Free License Agreement.

---

This license is designed to be clear and legally binding, while also offering flexibility for both the creator (Licensor) and the user (Licensee). If you need any modifications or more details added, feel free to let us know.