

# Premium-plan Royalty-Free Authorization Agreement

## Seller

Shanghai Jing Xuan Internet Technology Co., Ltd.

Website: <https://lovepik.com/> (hereinafter referred to as the “lovepik”)

Address: Room 102, Building 2, Building 1, No. 690, Bibo Road, Pudong New Area, Shanghai


## Buyers

Actual Name: **Chen Wame**

Website Username: **Chihlee University of Technology Department Of Finance**

Website UID: **313431**

## Image Information

| Thumbnail   | The ID of the Image | The download time |
|---|---------------------|-------------------|
|  | 501066193           | 2019-06-18        |

## Definition

Premium-plan Royalty-Free (PRF): PRF is a new copyright licensing model for the Internet and mobile Internet. It focuses on various web services: creating websites, blogs, social media, online media content, marketing article content, e-commerce marketing plans, brand marketing and other promotional purposes. Users only need to purchase a premium plan to obtain the right to use the picture within the validity period. In addition, you should use your advanced account in this situation. If the user downloads the PRF license agreement, the image can be used with permanent and non-exclusive licenses, regardless of time, geographic, etc.

## General:

Using images purchased from lovepik is not limited by the time and scope of use. In addition, these images are non-exclusive licenses, which means that the buyer only purchases the image of the right to use, the buyer does not have the right to re-authorize or grant other third parties. Exclusive licenses or intellectual property are always owned by the lovepik or the creators.

Each picture can be purchased through an extended license. These images purchased through the expansion license can be used for an unlimited range of unlimited non-exclusive rights, but users cannot transfer rights to others.

Transfer of authorization to others includes, but is not limited to:

Resale: As website templates, PSD source files and other network digital templates are resold to others; T-shirts, books, calendars, and other physical printing transfer the right to use images to others.

## Extended License

According to the different member plans, users would enjoy specific forms of membership privileges:

| Premium Plan Privileges Service                                    |  |                                    |                                  |   |
|--|--|------------------------------------|----------------------------------|---|
| Contrast Points  |  | Month Premium Plan<br>\$19.9/Month | Year Premium Plan<br>\$79.9/Year | Permanent Premium Plan<br>\$199/Permanent |
| <b>Premium Member Exclusive Services</b>                           | The limitation of Image downloads  | Unlimited                          | Unlimited                        | Unlimited                                 |
|  | Recommended crowd ( Not required )   | Personal Marketer & Blogger        | Personal Freelancers & Designers | Personal Design Studios                   |
|  | Exclusive customer service   | Yes                                | Yes                              | Yes                                       |
|  | Online invoice   | Yes                                | Yes                              | Yes                                       |
| <b>Copyright Protection Services</b>                               | authorization  | Non-exclusive                      | Non-exclusive                    | Non-exclusive                             |
|  | Sub-license  | No                                 | No                               | No  |
|  | Authorization Term   | Permanent                          | Permanent                        | Permanent                                 |
|  | Authorized Agreement   | Yes                                | Yes                              | Yes                                       |
|  | Authorized area  | Global Scope                       | Global Scope                     | Global Scope                              |
| <b>Authorization of the Use Purposes (Personal commercial use)</b> | Social Media Marketing (Facebook, Twitter, Instagram, Blogs etc.)  | Yes                                | Yes                              | Yes                                       |
|  | Digital Media Marketing (SMS, Email, Online Advertising, E-books, etc.)  | Yes                                | Yes                              | Yes                                       |
|  | Web, Mobile and Software Page Design (Web and APP Design, Software and Game Skin, H5, E-commerce, etc.)                      | Yes                                | Yes                              | Yes                                       |
|  | Physical product printed items (Product packaging, Books and Magazines, Newspapers, Cards, Posters, Brochurs, Coupons, etc.) | Printing Limit 5,000 copies        | Printing Limit 5,000 copies      | Printing Limit 5,000 copies               |
|  | Product Marketing and Business Plan Report [Proposal of Network Design, VI Design, Marketing Planning,                       | Yes                                | Yes                              | Yes                                       |
|  |  |                                    |                                  |   |

|   |   |     |     |
|---|---|-----|-----|
| PPT(Non-Resale), etc.]  |   |     |     |
| Outdoor Advertising Marketing and Display (Outdoor Billboards, Bus ADs; Shop windows, Office Building, Hotel, Shops Other Public Places, etc. ) | Yes   | Yes | Yes |
| Mass digital media (CD, DVD, Movie, TV, Video, etc.)  | Yes   | Yes | Yes |
| Physical product resale (Textiles, mobile phone cases, greeting cards, postcards, calendars, cups, T-shirts)                                    | No  | No  | No  |
| Online resale (Mobile wallpaper, Design templates, Design elements, PPT templates)  | No  | No  | No  |
| Use of portrait rights  | Yes   | Yes | Yes |
| Portrait-sensitive use (tobacco, medical, pharmaceutical, cosmetic and other sensitive industries)  | Please contact customer service for authorization |     |     |

Tip: You can **ONLY** use this image within the scope of the authorization of use, as shown in the list and labels above. If the above authorization range does not meet your needs, please contact customer service for authorization.

**About unlimited download:** Please reasonably use the premium account, the lovepik set anti-theft system for business protection, the system will be triggered if the users download a huge amount of images in a short period. As a result, the system would suspend premium account download function.

### Copyright Notice

If the purchased images from lovepik are copied in the mass media (published in Movies, magazines, newspapers or on TV, etc.), a copyright notice must appear next to the material. This statement must include the following words: "© lovepik" or "Image source from lovepik, copyright by lovepik."

### Basic principles of commercial use

Please remember to always review our Terms of Use to ensure that you use our images correctly and to comply with the terms and conditions applicable to Premium and Free users. If you work for a specific customer, you are allowed to use one of our images as the main element of the final product. However, if you sell this design (flyer, poster or any other resource available on the Lovepik website) as a primary element to multiple

customers, this will be seen as a redistribution of our resources.

For example, if you are a freelance designer and the client asks you to design a poster, you can download the poster template from Lovepik, edit it and provide your customers with print or electronic JPG/PDF files, but he can't use our editable resources file.

If you want to use Lovepik's resources on printed products (but you can't sell them: T-shirts, phone cases, physical wallpapers, etc.), you must make sure that our resources are not the main element of the design. This means that you must use other third-party designs or your own images to make the main elements of the design and use Lovepik images as the background or secondary elements of the composition. Our image cannot be an element with more weight in the final composition. There must be some other elements, not from Lovepik, which first attracts the eye.

We do not allow the use of our resources to create logos because you cannot purchase copyrights for any of our images or associate them with trademarks.

If you want to use our images on App / Game / Video that you plan to sell, as long as you comply with the policy regarding the use of our resources, including these as a secondary element of your design, do not redistribute our resources and if you are not advanced Members can credit the author and website (eg author name - ©lovepik.com), which is allowed.

If you want to create a derivative artwork from any of our resources, you can use it for personal use and must attribute it to the author and website (unless you are a premium member). You are not entitled to sell any derivative artwork created using our images as a source of your artwork.

## **The Prohibited of Images Use Purposes**

1. Break the authorized use purposes in the agreement and the scope of use;
2. Sharing with third parties, including the sharing or transferring the images purchased from lovepik on digital asset management systems, the Internet, shared hard drives or similar devices, or provided for any third parties to use;
3. Resell, re-distribution, sharing or any transfer methods to others;
4. The images use purposes in violation of a third party's trademark or other intellectual property rights, or suspected fraudulent advertising or unfair competition;
5. In terms of the use of images in a manner that is offensive to the display of people in the

material, including but not limited to using the material for the following purposes:

- 1) Pornography, dating service or the similar situations;
- 2) Defamation or other illegal, offensive or unethical content purposes. Images that contain portraits may not be used to imply that the models in the image are involved in any unethical or illegal conduct or physical or mental decline, disease or condition. Please contact customer service in advance if you are not sure whether the use of the images is allowed.

## **Liability for Breach of Agreement**

1. lovepik entitled to shut down the account of buyers and the buyers would not get a refund if the buyers violate the prohibition of the use of this agreement. The buyers shall be liable for the breach of contract and assume all losses caused by lovepik.
2. If one party violates the provisions of this agreement, the other party to the agreement has the right to require the defaulting party to perform this agreement as agreed and have the right to require the defaulting party to compensate for all losses caused to the other party due to the breach of contract.
3. If one of the parties agrees to a serious breach of this Agreement to make the economic purposes agreed in this Agreement unattainable or seriously damages the rights and interests of the other party, the non-defaulting party may terminate this Agreement and request it to indemnify it for breach of contract All losses.

## **Others**



1. Any dispute arising from or in connection with the execution of this Agreement shall be settled through friendly and equal consultation and negotiation by both parties shall fail. If either party fails to reach an agreement, either party may institute legal proceedings in the people's court where the seller is located. This agreement applies to the laws of the People's Republic of China.

2. This agreement shall take effect from the date of signing or stamping by both parties.

Shanghai Jing Xuan Internet Technology Co., Ltd.

2018/Jan/4