

Pattern Design offers its customers three different licenses for seamless designs:

- Jpeg Screen
  - Jpeg Print
  - Vector Unlimited
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## **Präambel**

The license agreement shall be concluded between Pattern Design GmbH (hereinafter referred to as „Pattern Design“) and the customer (hereinafter referred to as the „Licensee“).

This present license agreement stipulates the conditions subject to which the Licensee may use the designs provided by Pattern Design.

## **1. Jpeg Screen**

### **1.1. License**

- a. Non-exclusive license – non-exclusive
- b. The design remains in the online library and can be purchased by other customers.
- c. No restrictions as to time and scope
- d. With the right to edit data
- e. Suitable for web and screen applications (150 x 150 Pixel; 72 dpi) – more info: [www.patterndesigns.com](http://www.patterndesigns.com).

### **1.2. Rights and obligations of the Licensee**

- a. In accordance with the copyright law, the Licensee shall be prohibited from making any copies of the design. This means that the Licensee shall not be entitled to make any copies of the design, except when making a backup copy, if the Licensee or any third party intends to use such copies.
- b. The license agreement does not provide for any resale or sub-licensing of the designs.

- c. The Licensee shall be entitled to transfer the design to subcontractors, without the use by itself or to have such designs processed by subcontractors to the extent the Licensee undertakes to comply with the provisions contained in this license agreement.

The Licensee's subcontractors shall not be entitled to otherwise use the designs and shall be prohibited from extracting or using the files for any other purpose.

- d. The Licensee shall not be entitled to use or register the elements contained in the design (such as hummingbird, flower etc.) as a company logo or as a brand / mark.
- e. Pattern Design shall not assume any liability if the processing of the design by the Licensee affects any third party rights.
- f. The design must not be used for editorial or journalistic purposes without a copyright notice as follows: „© Firstname Surname, patterndesigns.com“

### **1.3. Unauthorised use**

- a. **NO** permission to produce products and derivatives.
- b. The use, rendition, distribution or display of the design in a manner that is obscene, offensive or indecent shall be prohibited.
- c. Any actions in connection with the design which violate any laws, provisions or regulations in any applicable jurisdiction shall be prohibited.
- d. The design must be used in such a manner that Pattern Design is not presented as supporter of a political, economic or other movement or party.

## **2. Jpeg Print**

### **2.1. License**

- a. Non-exclusive license – non-exclusive
- b. The design remains in the online library and can be purchased by other customers.
- c. No restrictions as to time and scope
- d. With the right to edit data
- e. Suitable for smaller sized print production (1.181 x 1.181 Pixel / 10 x 10 cm; 300 dpi) – more info: [www.patterndesigns.com](http://www.patterndesigns.com).

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- a. In accordance with the copyright law, the Licensee shall be prohibited from making any copies of the design. This means that the Licensee shall not be entitled to make any copies of the design, except when making a backup copy, if the Licensee or any third party intends to use such copies.
- b. The license agreement does not provide for any resale or sub-licensing of the designs.
- c. The Licensee shall be entitled to transfer the design to subcontractors, without the use by itself or to have such designs processed by subcontractors to the extent the Licensee undertakes to comply with the provisions contained in this license agreement.

The Licensee's subcontractors shall not be entitled to otherwise use the designs and shall be prohibited from extracting or using the files for any other purpose.

- d. The Licensee shall not be entitled to use or register the elements contained in the design (such as hummingbird, flower etc.) as a company logo or as a brand / mark.
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- c. Any actions in connection with the design which violate any laws, provisions or regulations in any applicable jurisdiction shall be prohibited.
- d. The design must be used in such a manner that Pattern Design is not presented as supporter of a political, economic or other movement or party.

### 3. Vector Unlimited

#### 3.1. License

- a. Non-exclusive license – non-exclusive
- b. The design remains in the online library and can be purchased by other customers.
- c. No restrictions as to time and scope
- d. With the right to edit data
- e. Freely scalable
- f. May be used to produce products and derivatives
- g. Unlimited number produced (for products and derivatives)

#### 3.2. Rights and obligations of the Licensee

- a. In accordance with the copyright law, the Licensee shall be prohibited from making any copies of the design. This means that the Licensee shall not be entitled to make any copies of the design, except when making a backup copy, if the Licensee or any third party intends to use such copies.
- b. The license agreement does not provide for any resale or sub-licensing of the designs.
- c. The Licensee shall be entitled to transfer the design to subcontractors, without the use by itself or to have such designs processed by subcontractors to the extent the Licensee undertakes to comply with the provisions contained in this license agreement.

The Licensee's subcontractors shall not be entitled to otherwise use the designs and shall be prohibited from extracting or using the files for any other purpose.

- d. The Licensee shall not be entitled to use or register the elements contained in the design (such as hummingbird, flower etc.) as a company logo or as a brand / mark.
- e. Pattern Design shall not assume any liability if the processing of the design by the Licensee affects any third party rights.
- f. The design must not be used for editorial or journalistic purposes without a copyright notice as follows: „© Firstname Surname, patterndesigns.com“

### **3.3. Unauthorised use**

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- b. Any actions in connection with the pattern which violate any laws, provisions or regulations in any applicable jurisdiction shall be prohibited.
- c. The design must be used in such a manner that Pattern Design is not presented as supporter of a political, economic or other movement or party.

### **4. Payments and license fees**

- a. The license fee shall become due and payable as of the date stipulated in the invoice. If payment is effected via credit card, the amount shall be charged to the credit card at the time the contract is concluded. Various payment options are available (e.g. credit card or direct ebanking).
- b. The license fees stipulated at [www.patterndesigns.com](http://www.patterndesigns.com) at the time the order is placed shall be valid. Pattern Design reserves the right to change the license fees at any time. The new license fees shall become binding for the Licensee.
- c. If the Licensee does not publish or use the design, Pattern Design shall not be obliged to take it back or to refund the license fee.
- d. The Licensee shall be responsible for any taxes.

### **5. Restriction and exclusion of liability**

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### **6. Right of set-off and retention**

The Licensee shall not be entitled to any right of set-off unless its claim is undisputed or recognised by declaratory judgement. Moreover, the Licensee may only exercise its right of retention to the extent its counterclaim is based on the same contractual relationship.

## **7. Termination of the contract**

Should Pattern Design become aware of any unauthorised use, it shall revoke the license and terminate the license agreement with immediate effect. In such case, Pattern Design shall not be obliged to refund the license fee and expressly reserves the right to assert claims for damages.

## **8. General provisions**

- a. The Licensee shall be obliged to inform its subcontractors of the origin of the designs as well as of this license agreement, in particular of the exploitation rights subject to copyrights and provide evidence that it fulfilled this duty to inform.
- b. Pattern Design's General Terms and Conditions for corporate customers (B2B) shall apply.
- c. Austrian law excluding any and all principles on conflicts of laws shall exclusively be applicable. The UN Sales Convention is expressly excluded
- d. Place of venue shall be the competent court at the seat of Pattern Design.
- e. The ineffectiveness of one of the provisions contained in this license agreement shall not affect the effectiveness of the remaining provisions thereof.