



CONTENT USE AGREEMENT

This Agreement governs the terms by which clients, artists or partners of Cryptic Records obtain the right to use the digital content of Cryptic Records through the web site located at www.crypticrecords.in (the “Site”). This Content License Agreement is in addition to the Terms of Use applicable to the Site and to all persons downloading content from the Site. In the event of any inconsistency between this Agreement and the Terms of Use (both of which are incorporated into this Agreement by reference), the terms of this Agreement shall govern.

1. Background of Agreement

(a) By downloading content from this site, you accept this Agreement, and agree to be bound by its provisions. If you do not accept or agree with these terms, do not download the Content. Pretty Simple.

(b) In this Agreement: (i) “you” or the “Client” means you (the person downloading the content, (ii) “Cryptic Records” or “we” means Cryptic Records, operator of the Site; and (iii) “Content” means any photographic image, illustration, animation, film or video footage or any digital media or other material that you are downloading from the Site.

2. Downloading Terms

We hereby grant to you perpetual, non-exclusive, non-transferable, worldwide permission to use the Content for the Permitted Uses only (as defined below). Unless the activity or use is a Permitted Use, you cannot do it. All rights in and to the Content, including, without limitation, all copyright and other intellectual property rights relating to the Content, are retained by Cryptic Records.

3. Permitted Uses

(a) You may only use the Content for personal use only on your personal devices only if you have permission to use the same. For clarity, you may not use the Content in products for resale, license or any other distribution. For example, you cannot superficially modify the Content, print it on a t-shirt, poster, template or any other item, and sell it to others for consumption, reproduction or re-sale. That would be ridiculously uncool. Any use of the Content that is not a Permitted Use shall constitute infringement of copyright!

(b) Seat Restrictions. Only you are permitted to use the Content for personal use, although you may transfer files among your personal devices such as phone, tablet, laptop or desktop computer. You may

install and use the Content in only one location at a time for each file, although there is no time limit on the duration you can use it for. You may physically transfer the Content from one location to another i.e: distributing it among your personal devices. If you require the Content to be in more than one location or accessible by more than one person, you must download the Content from the Site for each such use or individual. You may make only one (1) copy of the Content solely for back-up purposes.

(c) Any additional permitted uses must be approved in writing by Cryptic Records.

If there is any doubt that a proposed use is a Permitted Use, you should contact Cryptic Records for guidance.

4. Standard License Prohibitions

(a) Prohibited Uses. You may not do anything with the Content that is not expressly permitted in the preceding section. For greater certainty, the following are “Prohibited Uses” and you may not:

- use the Content in design template applications intended for resale, whether online or not, including, without limitation, website templates, Flash templates, business card templates, electronic greeting card templates, and brochure design templates;
- Advertising and promotional projects, including printed materials, product packaging, presentations, film and video presentations, broadcast and theatrical presentations, commercials, catalogues, brochures, promotional greeting cards and promotional postcards (ie. not for resale or license);
- online or electronic publications;
- use or display the Content on websites or other venues designed to induce or involving the sale, license or other distribution of “on demand” products, including postcards, mugs, t-shirts, posters and other items (this includes custom designed websites);
- use the Content in entertainment applications, such as books and book covers, magazines, newspapers, editorials and newsletters;
- use the Content in any posters (printed on paper, canvas or any other media) or other items for resale, license or other distribution for profit;
- use any of the Content as part of a trade-mark, design-mark, trade-name, business name, service mark, or logo;
- incorporate the Content in any product that results in a re-distribution or re-use of the Content (such as electronic greeting card web sites, web templates and the like) or is otherwise made available in a manner such that a person can extract or access or reproduce the Content as an electronic file;
- use the Content in a fashion that is considered by Cryptic Records (acting reasonably) as or under applicable law is considered obscene, immoral, infringing, defamatory or libellous in nature, or that would be reasonably likely to bring any person or property reflected in the Content into disrepute;
- remove any notice of copyright, trade-mark or other proprietary right from any place where it is on or embedded in the Content;
- sub-license, re-sell, rent, lend, assign, gift or otherwise transfer or distribute the Content or the rights granted under this Agreement;
- install and use the Content in more than one location at a time or post a copy of the Content on a network server or web server for use by other users;

- use or display the Content in an electronic format that enables it to be downloaded or distributed via mobile devices or shared in any peer-to-peer or similar file sharing arrangement;
- use Content identified as “Editorial Use Only”, for any commercial, promotional, endorsement, advertising or merchandising use. For clarification, in this Agreement “Editorial Use Only” of Content means use relating to events that are newsworthy or of general interest and expressly excludes any advertorial sections (i.e. sections or supplements featuring brand and/or product names or sections or supplements in relation to which you receive a fee from a third-party advertiser or sponsor);
- either individually or in combination with others, reproduce the Content, or an element of the Content, in which event you shall be required to pay a royalty fee of Cryptic Records’s reasonable discretion for each and every reproduction.
- If the Content is reproduced on a social media platform or other third party website, (i) the rights granted herein shall automatically be revoked in the event that the platform website seeks to exploit purported rights to the Content contrary to the terms of this Agreement, and (ii) in such event, upon Cryptic Records’s request, you shall remove any Content from such platform or website.

6. Terms of Agreement

(a) This Agreement is effective until it is terminated. You can terminate this Agreement by destroying the Content, along with any copies or archives of it or accompanying materials (if applicable), and ceasing to use the Content for any purpose. The Agreement also terminates without notice from Cryptic Records if at any time you fail to comply with any of its terms. Upon termination, you must immediately (i) cease using the Content and for any purpose; (ii) destroy or delete all copies and archives of the Content or accompanying materials; and (iii) if requested, confirm to Cryptic Records in writing that you have complied with these requirements.

(b) Cryptic Records reserves the right to elect at a later date to revoke or amend the license granted by this Agreement and replace the Content with an alternative for any reason. Upon notice, sent to the address or contact information provided by you, or such other address as you may advise us in writing to use, from time to time, of such replacement, the license for the replaced Content immediately terminates for any products that do not already exist, and this license automatically applies to the replacement Content. You agree not to use the replaced Content for future products and to take all reasonable steps to discontinue use of the replaced Content in products that already exist.

(c) Upon notice from Cryptic Records, or upon your knowledge that any Content is subject to a threatened, potential or actual claim of infringement of another's right for which Cryptic Records may be liable, you must immediately and at your own expense (i) stop using the Content; (ii) delete or remove the Content from your devices, computer systems and storage (electronic or physical). Cryptic Records shall provide you with replacement Content (which shall be determined by Cryptic Records in its reasonable commercial judgment) free of charge, but subject to the other terms and conditions of this Agreement.

7. Cryptic Records Representations and Warranties

(a) While we have made reasonable efforts to correctly categorize, keyword, caption and title the Content, Cryptic Records does not warrant the accuracy of such information. Additionally, Cryptic Records does not warrant the accuracy of any metadata that may be provided with the Content.

(b) THE CONTENT IS PROVIDED “AS IS” WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. Cryptic Records DOES NOT REPRESENT OR WARRANT THAT THE CONTENT WILL MEET YOUR REQUIREMENTS OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR FREE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE CONTENT IS WITH YOU. SHOULD THE CONTENT PROVE DEFECTIVE, YOU (AND NOT Cryptic Records) ASSUME THE ENTIRE RISK AND COST OF ALL NECESSARY CORRECTIONS.

8. General Provisions

(a) You specifically agree and acknowledge that you have, in addition to the terms of this Agreement, reviewed the Terms of Use and any other agreements which may be incorporated by reference therein, and to the extent of their incorporation in this Agreement you agree to be bound by them.

(b) Cryptic Records’ failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

(c) This Agreement is personal to you and is not assignable by you without Cryptic Records’ prior written consent.

(d) The parties have agreed that this Agreement and all related documents be drawn up in English.

9. Contact

If you have concerns relating to this Agreement, please contact Cryptic Records at submissions@crypticrecords.in

10. Acknowledgement

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT. IN CONSIDERATION OF CRYPTIC RECORDS AGREEING TO PROVIDE THE CONTENT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND CRYPTIC RECORDS, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND CRYPTIC RECORDS RELATING TO THE SUBJECT OF THIS AGREEMENT.