

DIGITAL DOCUMENTS, IMAGES, SIGNS, SOUNDS AND VIDEOS LICENSING AGREEMENT

OVERVIEW

These terms and conditions should be carefully read and understood before you authorize them for use of digital documents and or images and or signs and or sounds and or videos belonging to you or your business or your representative party. By your agreement, we will be authorized to use the digital documents and or images and or videos provided by you through upload to the website and you are agreeing to be bound by the terms and conditions of this agreement. If you do not accept the terms and conditions in this agreement, do not use or upload.

PARTIES

This Agreement is entered between Plura Choice WebServices Inc of 16, Everstone Rise SW Calgary AB T2Y 4 J8 Canada (First part) and you as a Buyer and or Seller (hereinafter collectively termed as "user") registered with Plura Choice WebServices Inc. (Second Part). In joint, both are named as "Parties" whilst individually be termed as "Party" for the purpose of this agreement.

GENERAL TERMS OF ASSIGNMENT

In accepting this agreement, you as the owner or the legal license holder of the digital documents and or images and or signs and or sounds and or videos do hereby agree that you have the right to allow Plura Choice WebServices Inc. (Hereinafter sometimes called and referred to as "Plura Choice", "PC", "us", "we" or "the company" has the right to use the said digital documents and or images and or videos (collectively sometimes hereinafter referred to as "the material" which term shall mean and include digital documents, images, sings, videos and sounds) for the use within the scope of operations carried out by the company in all its business activities, and conditions which are more fully described in the below:

COPYRIGHTS

The user owns or has the rights to the material and is copyrighted by the law. The material shall not be copied, published, or used in any way except as provided for in this Agreement. We reserve the right to use the Digital Image on Plura Choice website and for Plura Choice's marketing or advertising purposes.

The company shall only use the material for the purpose of display in matters relating to its ordinary course of business and business promotion. The user warrants that the user is entitled to grant the use of the material described in this agreement and that this Agreement does not infringe on the rights of third parties.

AGREEMENT PERIOD

The user will provide the material to the company from the time the user registers with Plura Choice either as a Buyer or as a Seller, and until such date and time the said status is concluded. This time period shall be called the "term".

NO RE-SELL OR SUBLEASE

The company shall not resell, sublicense or redistribute the material except as provided for in this agreement or with consent from the user obtained prior in writing. The material shall not be used in any obscene, defamatory or immoral way or for any purposes prohibited by the laws of Canada. The company shall not alter the material in any way. The company shall not allow others to use the material in a way that promotes others to download or redistribute the material except in accordance with this Agreement.

THIRD PARTIES CLAIMS

The user is liable for any third-party claims, losses, damages, liabilities, penalties, punitive damages, expenses, legal third party costs of any kind or amount whatsoever resulting from the company's use of the material if such usage is permitted under this agreement. The company agrees to defend, indemnify and hold harmless the user and its officers, employees, agents and suppliers against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever resulting from or arising out of the unauthorized use of the Digital Image by the Buyer, or its officers, employees, agents or suppliers, or the Buyer's breach of this Agreement.

The user retains all intellectual property rights in the material, including the sole copyright to the material. Nothing in this Agreement shall operate to transfer, assign or otherwise grant any party any right or interest in the user's intellectual property rights or affect ownership by the user of intellectual property rights with regard to the material. Any use, under any conditions not specifically allowed for in this Agreement, may constitute a violation of federal copyright law or international copyright agreements. The company shall not falsely represent that they are the original creator of the Digital Image.

IF PARTS OF THE AGREEMENT IF HELD ILLEGAL

If there is a conflict between any provision of this Agreement and the applicable legislation of Canada (the "Act"), the Act will prevail, and such provision of the Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.

If any terms or provisions of this Agreement are determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected, and each unaffected term and provision will remain in full force and effect.

GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of Canada, without regard to the jurisdiction in which any action may be instituted. The company agrees to submit to the jurisdiction of the courts of Alberta to bring any action or for the enforcement of this Agreement. Notwithstanding, the user reserves the right to commence legal action to obtain injunctive relief in any court of competent jurisdiction.

The company may not assign or transfer the agreement, or any rights granted within without the prior written consent of the user, and any attempted assignment or delegation without such consent will be void. The Agreement will inure to the benefit and be binding upon the parties and their respective successors and assigns.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no further items or provisions, either oral or otherwise. The provisions contained in this Agreement cannot be changed except by the signed and delivered written consent of both Parties.

DISPUTE RESOLUTION

If any dispute relating to this Agreement between the parties is not resolved through informal discussion within 14 days from the date a dispute arises, the Parties agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be binding on the Parties. Any mediator or arbitrator must be a neutral party acceptable to both parties. The cost of any mediation or arbitration will be borne by the parties equally.

GENERAL PROVISIONS

Headings are inserted for convenience only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa. This Agreement becomes binding as you join Plura Choice and does not require a signature or acceptance. If you have any concerns, please email us at legal@plurachoice.com.

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PLURA CHOICE