

Terms of Use and Download

WHEREAS, the User has approached the Company to allow the User to download and use certain photo and images of slabs the Company found on Company Pro Website ("**Image(s)**"), on certain kitchen imaging and simulation software which is managed, operated and controlled solely by User, solely for the purpose of allowing User's end customers to design kitchens (the "**Purpose**");

THEREFORE, THE USER AGREE THAT THE DOWNLOAD AND USE OF SUCH IMAGES IS STRICTLY CONDITION AND SUBJECT TO THE TERMS AND CONDITION SET OUT AS FOLLOWS:

1. The Company hereby grants User, a limited, non-exclusive, personal, revocable, non-transferable license, without the right to grant sub-licenses, to use the Images solely for the Purpose subject to and in accordance with the terms and conditions set out herein ("**License**").
2. User shall not use the Images for any purpose other than the Purpose only, and solely in a manner which makes it is obvious to potential customers that the Image(s) are proprietary to the Company (by means of logo, explicit caption, and alike.).
3. The Company is entitled, at any time, upon its sole discretion, to demand that User cease use of the Image(s), or any portion thereof, and/or that User perform a change or replace to the Image(s), and/or the manner of their use, including without limitation, by changing the photos, the logo, addition or reduction of models, etc. User undertakes to perform any such change, replacement or to cease any usage of the Image(s) within 24 hours of any written request being sent by the Company. User confirms and warrants that it does not have and will not have any claims and/or demands against the Company in connection with Company's demand as aforementioned.
4. Other than for the Purpose, User is not permitted to copy, duplicate, reproduce, distribute, sell, sublicense, transfer, display, modify, update and/or perform any other action related to the Image(s), except as expressly permitted under these Terms and Conditions.
5. Company shall at all times own and retain all rights, title and interests, including without limitation, all intellectual property rights, in and to, and/or related to, the Image(s) and/or any part thereof, and any derivatives, modifications, changes, alterations or alike to the Image(s). Furthermore, it is hereby clarified that nothing herein provides User with, and User does not acquire, any right or license in relation to the Image(s), other than as expressly provided herein. Nothing contained herein shall be construed as a transfer of any ownership right from the Company to the User.
6. The Company shall be entitled to terminate these Terms and Conditions at any time and for any reason by providing User with a written notice as aforesaid in Section 3 above. Upon expiration or termination of these Terms and Conditions, all of the rights of User under these Terms and Conditions shall terminate and immediately revert to Company, and User shall immediately, at no cost whatsoever to Company: (i) discontinue all use of the Image(s), *inter alia*, cease any display of the Image(s); and (ii) return to Company, delete and/or destroy, as required by the Company, all of Image(s).
7. User hereby acknowledges and agrees that the Company makes no representations and provides no warranties with respect to Image(s) which are provided "AS IS". Company shall not be liable for any payment, expense, loss or damage of any kind whatsoever which is caused to the Company, the User and/or to anyone on its behalf, however caused, at the time of, or due to, the implementation of these Terms and Conditions, and/or at the time of, or due to, any instructions provided in relation to the implementation of these Terms and Conditions, and/or which is caused by any act and/or omission of the User, and/or anyone on its behalf, in relation to the Image(s) and/or these Terms and Conditions. Without derogating from the foregoing, User hereby undertakes to indemnify and hold the Company harmless against any payment, expense, loss or damage incurred by the Company as aforementioned, promptly upon Company's first demand for such payment.
8. These Terms and Conditions constitutes the entire agreement between the parties with regard to the subject matter herein, and supersedes in prior agreements between the parties, whether written oral or other, in relation to the subject matter herein. No modification or revision of or to these Terms and Conditions shall be valid and binding upon the parties unless performed by means of a written document duly signed by an authorized representative of both parties hereto.
9. User is not entitled to assign any of its rights and/or obligations as provided under these Terms and Conditions, or any part of them.
10. The behavior of either party shall not be deemed as a waiver of any right provided under these Terms and Conditions or under any law, including in relation to any breach or non-compliance with any of the provisions herein, unless such waiver, agreement, revision, cancellation or addition has been expressly agreed upon in writing.

11. These Terms and Conditions shall be governed by the law of the domicile of the Company in all other respects. Any dispute, controversy or claim arising out of or relating to the Image(s) Products or these Terms and Conditions including any breach, termination or validity thereof or these Terms and Conditions shall be finally settled by the court closest to the domicile of the Company.
12. By downloading any Image(s) the User is deemed to have agreed and accepted these Terms and Conditions.