

Terms and Conditions

Agreement between Designer and ellacard.com

Access to the Ellacard Design Portal (available at "<https://ellacard.com/design>") is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of the Design Portal constitutes your agreement to all such Terms. Please read these terms carefully and keep a copy of them for your reference.

Designer owns all proprietary rights in and to the copyrightable and/or copyrighted images, graphics, digital assets, or digital images created by Artist and delivered to Ellacard (hereinafter collectively known as the "Art"), and has the exclusive right to license to others the right to produce, copy, make, sublicense or sell the Art.

Ellacard desires to obtain, and Designer has agreed to grant, a license authorizing the use of the Art by Ellacard in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration as set forth herein, Designer and Ellacard agree as follows:

GRANT OF LICENSE. Designer hereby grants Ellacard a non-exclusive license to use and sell the Art as part of materials, products and other works, created by Ellacard without any limitation ("the Work"). Artist retains title and ownership of the Art. Ellacard will own all rights to the Work.

RIGHTS AND OBLIGATIONS. Ellacard shall be solely responsible for providing all funding and technical expertise for the development and marketing of the Work in which the licensed property is used. Ellacard shall be the sole owner of the Work and all proprietary rights in and to the Work; except, such ownership shall not include ownership of the copyright in and to the Art or any other rights to the Art not specifically granted in this Agreement.

RELATIONSHIPS OF THE PARTIES. The parties agree that Artist is an independent contractor, and that neither Artist, nor Artist's employees or contract personnel are, or shall be deemed to be, employees of Ellacard. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement.

PAYMENT OF ROYALTY. Ellacard will pay to Artist a royalty which shall be calculated as follows: 15 percent of final sales of products by Ellacard that include the Art. All Works purchased via an unlimited subscription plan have a sale price of zero dollars. Artist may request all royalties be paid in arrears on or after the thirty-first day of the month for which the royalty is applicable. With each royalty payment, Ellacard will submit to Artist a written report that sets

forth the calculation of the royalty payment. Artist is responsible for all processing fees related to payment of royalties.

RECORDS. Ellacard shall keep accurate records regarding the quantities of the Art that are sold. Artist shall have the right to inspect such records from time to time after providing reasonable notice of such intent to Ellacard.

MODIFICATIONS. Ellacard may modify the Art by translating it into other languages. Ellacard shall not use Licensed property for any purpose that is unlawful or prohibited by these Terms of the Agreement.

DEFAULTS. If Ellacard fails to abide by the obligations of this Agreement, including the obligation to make a royalty payment when due, Artist shall have the option to cancel this Agreement by providing 30 days written notice to Ellacard. Ellacard shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous sentence, and if there are no other defaults during such time period.

ARBITRATION. All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days written notice to the other party. All costs of arbitration shall be divided equally between the parties. Any award rendered by the arbitrator shall be final and binding on the parties and may be enforced by a court of law.

REPRESENTATIONS AND WARRANTIES. Artist warrants that the Art is original material created by the Artist which is not subject to copyright by third parties. Neither party makes any warranties with respect to the use, sale or other transfer of the Art by the other party or by any third party, and Ellacard accepts the product "AS IS."

TRANSFER OF RIGHTS. This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement to any other party, unless the prior written consent of the other party is obtained.

INDEMNIFICATION. Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

TERMINATION. This Agreement may be terminated at any time by either party by providing 30 day written notice to the other party.

Upon termination or expiration of this Agreement, Ellacard shall cease reproducing, advertising, marketing and distributing the Work as soon as is commercially feasible. Notwithstanding the foregoing, Ellacard shall have the right to fill existing orders and to sell off existing copies of the Work then in stock. Copyright Owner shall have the right to verify the existence and validity of the existing orders and existing copies of the Work then in stock upon reasonable notice to Ellacard.

Termination or expiration of this Agreement shall not extinguish any of Ellacard's or Copyright Owner's obligations under this Agreement including, but not limited to, the obligation to pay royalties which by their terms continue after the date of termination or expiration.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

NOTICE. The address of each party hereto as set forth in the beginning of this Agreement shall be the appropriate address for the mailing of notices, checks and statements, if any. All notices shall be sent certified or registered mail and shall not be deemed received or effective unless and until actually received. Either party may change their mailing address by written notice to the other.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of New York.