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1. Definitions
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<td>Edward Hopper</td>
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<td>Image Size:</td>
<td>2000 pixels x 1093 pixels</td>
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(D) If You are purchasing rights to the Licensed Image for use by a third-party, You represent that You are authorized to act on behalf of the third-party and to bind the third-party to the terms of this Agreement. You may also be held independently liable if You violate the terms of this Agreement.

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7. Ownership of Rights
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8. Notice of Violations
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12. Audit and Verification Rights
TIME Cover Store or its licensors may request and You must provide evidence of compliance with the terms of this Agreement upon demand with reasonable advance notice. Among the forms of evidence that TIME Cover Store or its licensors is entitled to receive in order to verify Your compliance with the terms of this Agreement are (1) free access to any website or platform where the Licensed Image is reproduced, (2) an audit of records related directly to Your use of the Licensed Image by TIME Cover Store or its designated auditor, (3) receipt and inspection of sample copies of reproductions containing the Licensed Image, and (4) a certificate of compliance signed under oath by You or Your agent in a form acceptable to TIME Cover Store. Should TIME Cover Store or its licensors determine that Your use exceeds what is permitted under this Agreement, You shall pay the costs incurred by TIME Cover Store in its efforts to verify compliance, plus a five percent (5%) surcharge in connection with these efforts.
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You may not alter the Licensed Image in a manner that removes any copyright notice, name, identification number, or other information embedded in the Licensed Image.

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Should the Licensed Image be the subject of a claim of infringement by a third-party for which TIME Cover Store may be liable, TIME Cover Store may require You to immediately (1) stop using the Licensed Image, (2) delete the Licensed Image from all storage media, and (3) take steps to insure third-parties cease use or reproduction of the Licensed Image. TIME Cover Store shall provide you with a reasonable substitute image free of charge but subject to the terms and conditions of this Agreement.

15. Governing Law / Forum / Mandatory Arbitration
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16. Entire Agreement / No Waiver
This Agreement contains the entire agreement between You and TIME Cover Store, and You acknowledge that there are no other agreements, representations, or warranties pertaining thereto which are not set forth in this document. If any provisions of this Agreement are held to be invalid or unenforceable under present or future laws, such provisions shall be fully severable, whereupon the remainder of this Agreement will be given full force and effect. No action or inaction by TIME Cover Store, other than express written waiver, may be construed as a waiver of any provision of this Agreement In the event of any inconsistency between the terms contained herein and the terms contained on any purchase order or other communication sent by TIME Cover Store, the terms of this TIME Cover Store shall govern.

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