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1. Definitions
(A) "Licensed Image" means the image which is licensed to You under the terms of this Agreement. The Licensed Image is specifically identified in Section #2, below.
(B) "License Fee" means the fee which is paid by You in order to enter into this Agreement. The License Fee is listed in Section #2, below.
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2. Licensed Image
The Licensed Image in this Agreement refers to the following image:

![Nighthawks](https://timecoverstore.com/featured/nighthawks-edward-hopper.html)

The Licensed Image may be viewed online at the following location:

3. License Grant
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(G) You may NOT use the Licensed Image in a pornographic, defamatory, or otherwise unlawful manner.

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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.

(E) Your rights under this Agreement do not include the right to use or reproduce the titles, tags, descriptions, or metadata that are associated with the Licensed Image on TIME Cover Store.

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(I) If Section #3 does not include the right to use an individual's image or a specific trademark or service mark, TIME Cover Store does not grant any right nor make any warranty with regard to the use of names, people, trademarks, trade dress, logos, registered, unregistered, or copyrighted designs or works of art or architecture depicted in the Licensed Image. You shall be solely responsible for determining whether any releases are required in connection with any proposed use of the Licensed Image, and You shall be solely responsible for obtaining all necessary releases.

7. Ownership of Rights
This Agreement grants you a limited right to use the Licensed Image with specified limitations. You do not own any rights in copyright to the Licensed Image or have any other rights that are not expressly granted to You under this Agreement.

8. Notice of Violations
You agree to immediatly notify TIME Cover Store if you know or should know that any third-party has accessed the Licensed Image in a manner that violates the terms of this Agreement.

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TIME Cover Store shall not be liable to You or any other person or entity for any punitive, special, indirect, consequential, incidental, or other similar damages, costs, or losses arising out of this Agreement - even if it has been advised of the possibility of such damages, costs, or losses. Some jurisdictions do not permit the exclusion or limitation of implied warranties or liability for certain categories of damages.

TIME Cover Store shall not be liable for any damages, costs, or losses arising out of or as a result of modifications made to the Licensed Image or as a result of the context in which the Licensed Image is used in a work.

10. Indemnification

You shall pay to defend, indemnify, and hold harmless TIME Cover Store and its subsidiaries, commonly owned or controlled affiliates, content providers and their respective officers, and directors and employees from all damages, losses, and expenses, including reasonable attorneys’ fees, arising out of or as a result of claims by third parties relating to Your use of any Licensed Image or any other actual or alleged breach by You of this Agreement. TIME Cover Store may at its discretion, but is under no obligation to, assume the defense of any action arising from Your use of the Licensed Image or from your breach of this Agreement.

11. Unauthorized Use of Licensed Image

If You use the Licensed Image in a manner other than that which is expressly authorized under this Agreement, such use amounts to copyright infringement and entitles TIME Cover Store or its licensors to enforce all rights available to it under U.S. and international copyright laws. In addition and without prejudice to TIME Cover Store’s ability to realize other remedies under copyright laws and this Agreement, TIME Cover Store reserves the right to charge and You agree to pay a fee equal to up to five (5) times the License Fee for the unauthorized use of the Licensed Image. In the event that TIME Cover Store has a reasonable basis to believe that You are using the Licensed Image in a manner other than that which is expressly authorized under this Agreement, TIME Cover Store may immediately revoke the license granted under this Agreement, and You agree to (1) stop using the Licensed Image, (2) destroy or order destruction of any copies of the Licensed Image including as incorporated into a secondary work, and (3) return the Licensed Image to TIME Cover Store. This provision does not limit TIME Cover Store’s rights to recover damages from You including in the form of indemnification. Your failure to pay TIME Cover Store fully and in accordance with its payment terms for the right to use the Licensed Image constitutes a material breach of this Agreement entitling TIME Cover Store to all remedies available under law and pursuant to this Agreement.

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.

13. No Modification of Embedded Data

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.

14. Third-Party Claims of Right
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
Disputes relating this Agreement and to any use of the Licensed Image will be governed by the law of the State of Illinois, United States, without respect to its choice of law provisions. Your claims relating to this Agreement or Your use of the Licensed Image shall be determined through the American Arbitration Association before a certified arbitrator and pursuant to the commercial arbitration rules promulgated by the AAA located in Chicago, Illinois. You agree that, notwithstanding any otherwise applicable statute(s) of limitation, any arbitration proceeding to determine Your claims shall be commenced within one year of the acts, events, or occurrences giving rise to the claim or be forever barred.

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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