

## PHOTOGRAPH USE AGREEMENT

This Agreement is entered into between **Jovani Fashions, Ltd.**, a New York company, located at 1370 Broadway, 4<sup>th</sup> Floor, New York, NY 10018 (“Company” or “Jovani”) and the Customer listed directly below (“Customer”).

**Customer:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Jovani Account Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Purpose:** \_\_\_\_\_

(Example: “to post on our company website” or “to make a poster for our store”).

**Company Website:** \_\_\_\_\_

(If your Company does not have a website, please fill in “Not Applicable”)

**Collection(s) Ordered:** \_\_\_\_\_

(**Only** list collections you have ordered from, ex: “Prom”. Collections not ordered will be crossed off).

### I. PHOTOGRAPH USE

- A. Company hereby grants the Customer authorization to download from the FTP or Dropbox website photographs of Jovani dresses, *only* from the collection(s) listed above (“Photograph(s)”).
- B. The Customer must not remove or crop any Jovani logos or watermarks on the Photographs. If Customer discovers any Photograph on FTP or Dropbox without the Jovani logo on it, the Customer must report it to the Company, but may not use the Photograph.
- C. The Customer may *only* use the Photographs for advertising purposes.
- D. Unless the Customer has been set up as an online retailer, they **must not** sell Jovani dresses online. **They cannot include online shopping carts, wish lists, “call for price” descriptions and/or prices with Jovani dresses.** The Customer may display the Photographs online, but may only sell online if authorized to do so.
- E. Under no circumstance may the Customer use the Photographs to sell Jovani dresses on auction websites, e-commerce platforms, social commerce websites such as, but not limited to, Amazon.com, shopping.yahoo.com, Ebay.com. It is strictly prohibited to sell Jovani dresses on any of such websites.
- F. Should the Customer display any promotion or advertisements on the homepage of their website or social media page(s), they are to include Jovani in such promotions and/or advertisements. The Company asks that the Customer use the pink “JOVANI” logo in such promotions.
- G. The Customer may not use the Photographs for any other purpose without the prior written consent of the Company.
- H. Customer may under no circumstances forward the Photographs or the FTP or Dropbox username and password to any other individual and/or entity not directly employed by Customer.
- I. The Company reserves the right to repeal Customer’s Photograph use approval, hold all the Customer’s orders, and/or close the Customer’s account without notice, if found to be in violation of any of the terms of this Agreement.
- J. Upon termination of the relationship between the Customer and Jovani, the Photograph use approval will be automatically revoked.

### II. TERMINATION

Unless previously terminated as a result of misuse, wrongful use or any other violation by Customer, this Agreement will automatically terminate after one (1) year of the date signed at the end of this Agreement. Customer

may seek to renew this Agreement by written consent of Company. Company’s consent for renewal shall be at Company’s sole disclosure.

III. ADVERTISING

- A. The Customer must **not** remove any Jovani logos or watermarks on the Photographs when using it for advertising of any kind, including, but not limited to, print or digital advertisement, online advertisement, store advertisement, billboards (“Advertisement”).
- B. In all Advertisement, whether produced by the Customer or by a third party, Customer **must** credit Jovani, prominently, including listing the style number of the dress featured, and/or visibly listing Jovani in a prominent position on the Advertisement.
- C. Should the Company find any Advertisement in connection with the Customer that does not credit Jovani as described above, then the Company reserves the right to repeal the Customer’s Photograph use approval, and close the Customer’s account without notice.
- D. The Customer is responsible and will be held liable if any third party employed by the Customer, whether in connection with an Advertisement, or for any other purpose, is not adhering to the terms of this Agreement.

IV. COPYRIGHT

Full and unlimited copyrights and ownership to all the Photographs is held, and shall continue to be held by the Company in accordance with any and all applicable law, including U.S. Copyright Act 17 U.S.C. Customer does not, and shall at no time have, or obtain ownership of the Photographs.

V. LIABILITY AND INDEMNIFICATION

The Customer represents that its use of the Photographs shall be lawful. The Customer shall defend, indemnify, and hold the Company, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages that are caused as a result of its use of the Photographs.

VI. NON-INFRINGEMENT

Customer warrants and represents that its use of the Photographs under this Agreement did not and shall not infringe or otherwise violate the trademark, trade dress, patent, trade secret, copyright, or other intellectual property rights of any third party.

VII. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein.

VIII. APPLICABLE LAW

This agreement shall be governed by the laws of the State of New York.

**IN WITNESS WHEREOF:**

Print Name, Title: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_