

License Agreement

The latest Service Agreement is posted below (last updated: March 30, 2020). [Click here](#) to view the previous Service Agreement.

To 4by4 Inc. service users,

The following Service Agreement is a legal contract between you or the employer or other organization who enters into this contract on your behalf and 4by4 Inc. providing the KEYCUTstock service, and specifies the rights and obligations related to the work for which you are licensed to use. By agreeing to these terms and conditions and making payment, a license agreement (granting the right to use in a specific scope) shall be concluded between you and 4by4 Inc.

Please review this Service Agreement when purchasing a content license. 4by4 Inc. shall reserve the right to modify the Service Agreement at any time at its sole discretion. 4by4 Inc. shall make reasonable efforts to inform you of these changes before these changes take effect, and such notification shall be sent to the email address registered on your 4by4 Inc.'s KEYCUTstock website, or via notice on this page or login page or by other means. Amendments to this Service Agreement will only apply to future purchases. If you receive permission to use the content after such modification, you are deemed to have agreed to comply with the revised Service Agreement, and the time of such permission to use the content shall be the time when payment for the license purchase is completed.

This Agreement is for a single user license and allows only one person to download and use the content. In the absence of a stipulated contracts upon request and negotiation, no other individuals (including employees, co-workers or independent contractors) may access your account or use the content licensed through your account.

If two or more people need accesses and use rights, please be sure to contact us in advance at contact@keycutstock.com.

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1. Definitions

- 1.1 “Website” shall mean the service of 4by4 Inc. provided on www.keycutstock.com(or succeeding URL), or the website or application of the KEYCUTstock service, which provides 4by4 Inc. content for license.
- 1.2 . “Work” shall mean videos, images and 3D, graphics or other copyrighted work that you obtain license through the website.
- 1.3 “KEYCUT License” shall be based on 1 advertiser, 1 use, and 1 project, without limitation on the medium or period of use. In some cases, non-exclusive/exclusive conditions may be granted, and if you want to change or expand the scope of the KEYCUT License, you must first contact 4by4 Inc. (contact@keycutstock.com).
 - 1) Use shall mean the use of content such as advertising, promotional marketing, entertainment, movies, documentaries, companies, and educational programs, etc.
 - 2) A project shall mean a work or business, which is done for one time, such as program, research, or development, etc. which is conducted for a specific purpose .
- 1.4 “Editorial License” shall mean a video that is intended for non-commercial use only (e.g. as a news press release) and appears under the Editorial tab/section or is marked as “Editorial”. Users who wish to use editorial videos for commercial use must separately contact 4by4 Inc. (contact@keycutstock.com) in advance.
- 1.5 “Other Extended Licenses”: A license that can be used for various purposes according to the purpose of the license purchaser/purchasing company without limitation on the period/region of use (provided that, for some works, the usage method or period due on portrait rights, trademark rights, property rights, art copyrights, etc. may be limited). In some cases, non-exclusive/exclusive conditions can be granted, and various extended licenses can be purchased according to the desired purpose or use. Users who wish to purchase such extended license must separately contact 4by4 Inc. (contact@keycutstock.com) in advance.

2. Ownership, etc.

Except for cases explicitly permitted through the terms and conditions or a separate contract, 4by4 Inc. and the licensors who granted license to 4by4 Inc. retain all rights, authorities and ownership related to the content. No rights or ownership interests related to the work are transferred to you pursuant to these Terms and Conditions, and the purchaser may not process the contents for reproducing or any other means or use the contents for derivative works.

3. License for contents (videos)

- 3.1 Uses and scope for KEYCUT License purchasers: KEYCUT License allows KEYCUT License purchasers to use the video for commercial purposes within the scope specified below.
 - 1) KEYCUT License shall be based on 1 advertiser, 1 use, and 1 project, and grants usage rights without restrictions on standards, media, regions or periods.

- 2) Commercial use shall mean use for commercial, promotion, PR, publicity advertising or sales purposes, including advertisements and promotional articles.
 - 3) Therefore, KEYCUT License purchasers may use the purchased video without restrictions as long as it is used for commercial purposes, 1 advertiser, 1 purpose, and 1 project.
 - 4) Users, who wish to purchase KEYCUT License purchasers beyond the use or scope of the above, must separately contact 4by4 Inc. (contact@keycutstock.com) in advance to obtain a separate license.
- 3.2 Use and scope for Editorial License purchasers: Editorial License allows Editorial License purchasers to use the video for non-commercial use only, to the extent specified below.
- 1) Editorial License grants the right to use the videos only for non-commercial use, and the videos shall not be used for commercial or other related purposes.
 - 2) Non-commercial use shall mean that, as opposed to commercial use, the buyer may not use it for the sale, promotion, advertising, merchandising, PR or any other form of business use of the product or service, but may be used for news or educational purposes only.
 - 3) Therefore, purchasers who wish to use editorial content for commercial purposes must contact 4by4 Inc. (contact@keycutstock.com) in advance to obtain a separate license.
- 3.3 In principle, the license purchasers shall not assign or sublicense the license to another person. Provided that, license purchasers may purchase and use the license for the benefit of employers or customers. In this case, the license purchasers shall attribute them to this Agreement by displaying the name of the "Licensee" and is solely responsible for the use of the Content by the employer or customer. If you use it for the benefit of other customers or employers (another person, such as 1 natural person or a corporation), you must purchase an additional license even if the content is the same. In the event of need for purchasing additional license, you must contact 4by4 Inc. (contact@keycutstock.com)(*Please confirm which case you have in mind for this provision).
- 3.4 License purchasers may, in production or other processes for the purpose of purchase, transfer files containing the contents or permitted derivatives to employees or subcontractors on the condition of using the work on behalf of the purchasers and complying with the limitations of these Terms and Conditions. However, except as set forth in this section, purchasers may not transfer the unmodified as-is contents, and no employee or subcontractor may use the contents for any other purpose.
- 3.5 If you violate or transfer any of the provisions of this Agreement to another person, 4by4 Inc. may immediately terminate the contract with you, and if necessary, may notify or inform such to a third party. In this case, you shall immediately stop using the content, delete and destroy the copy.

4. Restrictions on License , etc.

Even if the license is legally acquired under this Agreement, it shall not be used in the following ways:

- 4.1 Use of the work by a third party as a standalone file, in a way that allows it to be used, downloaded, extracted, or accessed, or in a manner beyond the scope of this contents license.
- 4.2 Actions related to contents that infringes the intellectual property or other rights of individuals or corporations, such as the moral rights of the content creator and the rights of persons who appear in the content or have assets that appear in the content.

- 4.3 Creating a derivative work based on or similar to the content without a separate permission
- 4.4 Use or incorporate the content as or into a trademark, logo or service mark
- 4.5 Use of the content in the manner of describing abuse or violence, pornography or equivalent sexual portrayal, defamation, or other ways contrary to public order and morals, or in an illegal manner.
- 4.6 Use of the content in a way to promote, advertise, or inform a specific religion, ideology, or political or non-political group
- 4.7 Use the model or property of the contents in connection with a subject that can be considered unfavorable, immoral, or controversial, taking into account the nature of the content, by a reasonable person.
- 4.8 Creating products and commercially selling products by using still images of video contents, or commercializing the contents themselves
- 4.9 Use of the content in the methods suitable with the corresponding purpose according to “Name of contributor/www.KEYCUTstock.com” or the form specified on the website, such as editing without a credit line or attribution mark attached in it.
- 4.10 Remove, obscure or alter any proprietary notices related to the content, or make an express or implied misrepresentation that you or another third party is the author or copyright owner of the content.
- 4.11 Use of content or content-related titles, caption information, keywords or other metadata: (1) for machine learning and/or artificial intelligence purposes; and (2) for technology designed or intended to identify natural persons.

5. Liability for compensation and disclaimer, etc.

- 5.1 You are entitled to receive protection or compensation according to following specified requirements, if you do not violate the terms and conditions of this contract or other contracts with 4by4 Inc. or laws.
- 5.2 In the event that the violation of guarantee through KEYCUTSTOCK service is clearly a direct ground for claim of compensation for damage, and if the liability of such compensation for damage is confirmed, 4by4 Inc. may be liable for direct damages to the customer and related expenses (including reasonable attorney fees).
- 5.3 However, in order for you to receive compensation for the above damages, within 5 business days from the date you knew or reasonably knew about the claim for damages or the threat of such claim against you, you shall notify such to 4by4 Inc. in writing. Such notice shall include all information about the claim for damage that you are aware of at the time (e.g. Information on the use of the content in issue, the name and contact information of the person and/or company who filed the claim, and a copy of the correspondences sent or received in connection with such claim). Such notice shall be sent by e-mail (contact@KEYCUTstock.com), and the printed copy shall be sent by certified mail (receipt of registered mail is required) or express delivery (recipient's signature is required) (Address: 30, Apgujeong-ro 34-gil, Gangnam-gu, Seoul, 06022, Republic of Korea / Attention: 4by4 Inc. legal counsel)

- 5.4 4by4 Inc. shall reserve the right to participate in the processing, judgment or hearings of the relevant claims for damages or other disputes or lawsuits to prevent and resolve disputes, or exercise appropriate defense rights. In the event of defense of against such claims for compensation for damage, you are entitled to cooperate with 4by4 Inc. and participate in litigation at your own expense. Despite of reasonable expectation of dispute or legal claim, we shall not be liable for any damages arising from your failure of appropriate response, or failure of notification for our exercise of defensive right,
- 5.5 4by4 Inc. shall not be liable for any legal or other expenses incurred to you before obtaining a reasonable opportunity to analyze the validity of the applicable damage claim.
- 5.6 4by4 Inc.. shall not be liable for any damages, fines, other costs or losses arising from your use of the contents beyond the scope of the license such as your amendment or use of the contents or in any other means.
- 5.7 If you have any questions regarding disclaimant or limitation of liability, please contact us at contact@keycutstock.com.
- 5.8 You shall, at your expense and responsibility, indemnify 4by4 Inc., and its employees, stockholders, directors, administrators, members and suppliers for any kind of damage or liability arising from the use of the content in a manner not expressly permitted under these terms and conditions or other contracts. In the event of your violation of these Terms and Conditions or other contracts with 4by4 Inc., you shall, at your expense and responsibility, also indemnify 4by4 Inc. for any disputes against 4by4 Inc.
- 5.9 Limitation of Liability: 4by4 Inc. shall not be legally responsible for payment for any or all losses, compensation for damages, special and indirect, consequential, incidental, and similar damages, expenses, losses, etc., to you or any other person or company, even if the possibility of such has been notified in advance.

6. Termination, etc.

- 6.1 If you violate Agreement or any other contract with 4by4 Inc., 4by4 Inc. may immediately cancel, or terminate the contract with you. In this case, you shall immediately stop using the contents, delete and destroy the copies, and if you have used them on social media, websites, or platforms, you shall also immediately delete them and prepare written confirmation specifying that all the relevant matters upon the request of 4by4 Inc. have been performed and provide such to 4by4 Inc.
- 6.2 Unless required by law or above paragraph 6.1 4by4 Inc. shall not be obligated to refund the fee in any circumstances. If 4by4 Inc. determines that all or part of the fee paid by the customer is eligible for a refund, the amount will be refunded only with the original payment method used by the customer at the time of purchasing.
- 6.3 You expressly understand and agree this Service Agreement is concluded solely for the mutual benefit of the parties specified in this Agreement, and that no benefits, rights or obligations in this Service Agreement are intended for third parties.
- 6.4 You are obligated to maintain the security of the password of your user account, and if there is any security problem such as being used by unauthorized users, you are obligated to notify 4by4 Inc. (conctact@KEYCUTstock.com) immediately. At this time, 4by4 Inc. may search the user's usage and

download history to confirm compliance with these terms and conditions. In principle, the user shall be responsible for any problems arising from the user account, and if you violate this Agreement or any other contract concluded with 4by4 Inc., 4by4 Inc. has the right to terminate your account without further notice. In the event of cancellation of your account due to your violation, 4by4 Inc. shall not be obligated to refund the amount paid by you.

- 6.5 In the event that 4by4 Inc. is required to collect indirect taxes and/or transaction taxes such as sales tax, value added tax, goods and services tax according to the laws of your country of residence, you shall be responsible for paying such indirect taxes. In the event that 4by4 Inc. or you are required to collect or remit direct or indirect tax, you may be required to voluntarily pay the aforementioned tax in accordance with the applicable laws of your country of residence.
- 6.6 Except as specifically provided for in the Service Agreement, you shall not sell, lease, upload, offer, license, resell or otherwise assign you rights to use the Contents to anyone. If you become aware that any social media or website uses the Content in a manner beyond your license restrictions set forth in this Agreement, you agree that you will, at your own risk and expense, remove any derivative works containing the Content from such social media sites immediately and take all reasonable steps to prevent content duplication or other infringement by third parties. Furthermore, you agree to promptly notify 4by4 Inc. about such use on social media or websites. If you become aware of any unauthorized copying of content, please send an email to contact@keycutstock.com.
- 6.7 In the event that 4by4 Inc. notifies or you learn that a certain content is the subject of infringement of another right for which 4by4 Inc. may be liable for compensation, or a claim for damages for the violation or threat of such or other claims for damages, or 4by4 Inc. removes certain contents due to the perceived business risk determined at the reasonable discretion of 4by4 Inc. and notifies you of this, you shall, at your own expense, remove transfer such content from your computer system and storage device (electronic or physical) and, if possible, discontinue use of the removed content. 4by4 Inc. provides the corresponding content (whether or not the corresponding content will be determined by reasonable commercial judgment of 4by4 Inc.) free of charge according to these terms and conditions.
- 6.8 In case of use the content as part of a work created for or provided to a client or customer, the identity of the client or customer must be marked as "Licensee" and provided to 4by4 Inc.
- 6.9 If you have not downloaded the original content, you can request a refund of the payment amount to 4by4 Inc. within 14 days from the payment date.

7. Miscellaneous

- 7.1 These Terms of Service shall be interpreted fairly, without disadvantage or advantage to either party, and subject to the laws of the Republic of Korea. Even if some provisions of these terms and conditions are judged to be invalid or unenforceable by the competent court or agency, the remaining terms will remain in full force and validity.
- 7.2 You cannot assign this agreement without prior written approval of 4by4 Inc.
- 7.3 If you enter into these terms and conditions on behalf of your employer or another person or entity, you warrant and guarantee that you have the right to do so and it must be specified. You agree that you will be liable for compensation to 4by4 Inc. in relation to litigation or other disputes arising out of your lack of the above authority.

- 7.4 Pursuant to this Agreement, you grant a universal and limited non-exclusive license to use your trademark in the promotional materials of 4by4 Inc., including a general customer list to 4by4 Inc. Use of your trademark by 4by4 Inc. shall always conform to your trademark policy provided by you to 4by4 Inc. at that time, and it takes effect for your benefit. Furthermore, 4by4 Inc. agrees to make reasonable efforts to terminate all specific uses of your trademark within 30 days from the date of receipt of your request, upon your request (contact@keycutstock.com).
- 7.5 You may make inquiries regarding the use of content licenses that may arise in accordance with these Terms and Conditions or other contracts with 4by4 Inc., and shall agree that the feedback provided by 4by4 Inc. or its agents is not a legal advice, but is provided only within the scope of interpretation of these Terms and Conditions. 4by4 Inc. cannot provide legal advice to you and expressly disclaims any responsibility for any feedback provided by 4by4 Inc. or its agents.
- 7.6 Except for expressly stated contents in this agreement, 4by4 Inc. shall not grant any rights or make any warranties, in connection with the use of personally identifiable information that may be included in the audio, trademark, product exterior or copyrighted design or artwork, or the architecture depicted in the content. 4by4 Inc. holds a model or asset use contract only when specified on the 4by4 Inc. website.
- 7.7 The liability of 4by4 Inc. for all individual licenses purchased pursuant to this agreement shall not exceed the "limit of liability" applied to a license that is valid at the time the customer knows or should have known about the claim for damages and not be relevant to the number of times you are licensed to use or the number of times you have used it.
- 7.8 Unless otherwise specified in this Agreement, comprehensive, punitive, indirect, consequential, incidental damages or loss arising from your use of the content, violation of 4by4 Inc. with respect to this Agreement, or other damages or losses, 4by4 Inc. or its executives and employees, managers, members, shareholders, directors, or suppliers shall not liable for compensation to you or any other person, and even when 4by4 Inc. is notified of the possibility of such damages, expenses, or losses, 4by4 Inc. shall not responsible for such compensation.
- 7.9 It is guaranteed that, for all contents, the contents that you used what you received through the KEYCUTSTOCK service provided by 4by4 Inc., in accordance with this agreement and other contracts with 4by4 Inc., do not violate the copyright or moral rights of the content owner or creator. However, it does not make any other guarantees of non-infringement, merchantability or fitness for a specific purpose or any other similar kind of warranties.
- 7.10 You are solely responsible for correcting the contents or obtaining any additional resolutions required if used in this context, and for solving any rights required to use the contents other than those expressly set forth in this Agreement.
- 7.11 All risks with respect to the quality, performance and use of the contents shall be borne by you.
- 7.12 If you open an account by using false credit card information or participate in a criminal activity that affects 4by4 Inc., 4by4 Inc. may immediately report such crime to relevant organizations, and at the request of the relevant agency, etc., you may provide information regarding you or relevant information.