



These are the non-exclusive, limited commercial-use licensing terms that accompany each Burcu Korkmazyurek seamless pattern. By purchasing a Burcu Korkmazyurek file, you are agreeing to be bound by these terms.

Burcu Korkmazyurek Pattern License Agreement

Please revisit this agreement when you purchase any Pattern license. Burcu Korkmazyurek reserves the right to modify this agreement at any time at our sole discretion. When such changes become effective, we will use reasonable efforts to notify you of the changes. Such notice may be made by email to the email address on file in your Burcu Korkmazyurek account, an announcement on the Burcu Korkmazyurek Websites, or by other means. By purchasing or using a Pattern after any such modification, you agree to be bound to this agreement as modified.

DEFINITIONS

“**Cause**” means any of the following: (i) breach of any material term of this agreement, (ii) failure to provide timely payment when due, (iii) fraud, (iv) misrepresentation, (v) commission of any criminal act involving moral turpitude, or (vi) actions that significantly tarnish the reputation of the other party.

“**Licensed Product**” means a tangible, physical, non-digital product that contains a licensed use of a Burcu Korkmazyurek Pattern or Patterns.

“**Pattern**” means any repeated decorative design, artwork, image, photograph, vector, drawing, graphic, digital image or graphic file, Photoshop Document file, and the like available for license from Burcu Korkmazyurek.

“**Wholesale Goods**” means any one or more of the following:

- cloth, textile, material produced by weaving or knitting fibers, and any similar material, which has not been manufactured into clothing or other consumer goods;
 - wallpaper, wrapping paper, ribbon, and similar goods sold on a by-the-yard or similar basis; and
 - any goods which are sold to individuals or manufacturers who intend to use said goods to manufacture consumer goods.
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PATTERN LICENSE

In exchange for your purchase of a Burcu Korkmazyurek Pattern license, Burcu Korkmazyurek hereby grants to you a non-exclusive, non-transferrable right to use and reproduce the Pattern(s) covered by the applicable license worldwide, as expressly permitted by the applicable license, and subject to the limitations set forth in this agreement.

Standard License (Single Pattern)

License. Purchasing any Burcu Korkmazyurek Pattern grants you the right to use that Pattern to produce one Licensed Product and sell or distribute up to 500 consumer units of said Licensed Product. For example, without limiting the foregoing, if the Licensed Product is a t-shirt, a consumer unit is one t-shirt. Producing over the 500 unit limit requires the purchase of additional extended licensing to cover use.

Small Business Use. You are only eligible to purchase a standard license if you are: (i) a corporation, limited liability company, or other legal entity with less than \$100,000 USD in gross annual revenue; or (ii) an individual who is not licensing the Pattern for use by a corporation, limited liability company, or other legal entity with less than \$100,000 USD in gross annual revenue. Business exceeding \$100,000 USD in gross annual revenue are required to purchase additional extended licensing to cover use.

No Wholesale Goods. The Pattern may not be used to manufacture, sell, or distribute Wholesale Goods unless additional licensing is purchased to cover said use.

General License

License. Purchasing the preceding licenses also grants you the right:

- To upscale or downscale (make larger or smaller) the licensed Pattern(s) on Licensed Products.
 - To use the licensed Pattern(s) on the tangible, physical product packaging and labeling of Licensed Products.
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- To use the licensed Pattern(s) in photographs of the Licensed Products which are used to directly promote the sale of the Licensed Products.
- To use the licensed Pattern(s) for your own personal, non-commercial use (not for resale, download, distribution, or any commercial use of any kind).

RESTRICTIONS ON USE OF PATTERNS

You shall not modify any Pattern in any way, including without limitation, changing the color(s) in the Pattern, or adding or subtracting elements from the Pattern without obtaining Burcu Korkmazyurek's prior written consent. Please note that some Patterns may contain elements that require additional clearance if the Pattern is modified or used in a particular context.

You shall not sell, license, sublicense, or otherwise transfer any Pattern.

- You shall not claim to be the author of any Pattern.
 - You shall not provide any Pattern to (i) any business which is similar or competitive with Burcu Korkmazyurek, including without limitation any stock pattern or image vendor; or (ii) any print-on-demand service or print-fulfillment service, including without limitation Printful, Spoonflower, Merch by Amazon, Society6, Redbubble, or Zazzle etc.
 - You shall not publicly display or similarly make available any entire Pattern or a substantial portion of any Pattern without a watermark or similar protective device provided by Burcu Korkmazyurek.
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TERM AND TERMINATION

License Term. The term of a standard license shall be perpetual. The rights granted under a standard license shall not expire unless this agreement is terminated pursuant to this agreement.

No Refunds. Except when required by law, Burcu Korkmazyurek shall be under no obligation to issue refunds under any circumstances. All fees are non-refundable.

Termination for Cause. A nonbreaching party may terminate this agreement for Cause during the term by sending a notice to the alleged breaching party. In addition to Burcu Korkmazyurek's other rights at law and equity, Burcu Korkmazyurek shall be under no obligation to refund any fees paid by you if Burcu Korkmazyurek terminates this agreement for Cause.

REPRESENTATIONS & WARRANTIES

Burcu Korkmazyurek's Representations and Disclaimer of Warranties

ALL PATTERNS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

No Performance Warranty. Burcu Korkmazyurek does not warrant that any Pattern, the Burcu Korkmazyurek Websites, or other materials will meet your requirements or that use will be uninterrupted or error free. The entire risk as to the quality, performance and use of any Pattern is solely with you.

Manufacturing Errors. Burcu Korkmazyurek is not responsible for any manufacturing, printing, or other errors that may arise when you use any

Pattern. It is your sole responsibility to conduct test prints and similar precautions before mass-producing products using any Pattern.

Model and other Releases. Except as expressly set forth in the applicable license and warranties sections herein, Burcu Korkmazyurek grants no rights and makes no further warranties. Burcu Korkmazyurek only has model or property releases where we expressly indicate this.

Your Representations and Warranties

When you purchase a license from Burcu Korkmazyurek, you represent and warrant that:

You are eligible to purchase the license(s) which you have selected.

You have had a reasonable opportunity to read and understand the applicable Burcu Korkmazyurek license(s) and have read and do understand said license(s).

You will fully comply with the terms of the Burcu Korkmazyurek license(s).

If you are entering into this agreement on behalf of your employer or other entity, you represent and warrant that you have the full right and authority to do so. If you do not have such authority, you agree that you will be personally liable to Burcu Korkmazyurek for any violation of this agreement.

INDEMNIFICATION & LIMITS ON LIABILITY

Neither Burcu Korkmazyurek nor any of its officers, employees, managers, members, shareholders, directors, or suppliers shall be liable to you or to any other person or entity for any general, punitive, special, indirect, consequential or incidental damages, or lost profits or any other damages, costs or losses arising out of your use or modification of the Patterns or due to the context in which you use any Pattern, Burcu Korkmazyurek's breach of this agreement, or otherwise, unless expressly provided for herein, even if Burcu Korkmazyurek has been advised of the possibility of such damages, costs or losses.

No Indemnification. You agree that Burcu Korkmazyurek is not liable for any legal fees or other costs incurred by you or on your behalf arising from this agreement prior to Burcu Korkmazyurek having a reasonable opportunity to analyze such claim's validity.

Limits on Liability. In no event, will Burcu Korkmazyurek's total aggregate liability to you or any third party claiming through you, arising out of or in connection with your use of or inability to use the Burcu Korkmazyurek Websites and/or Patterns (whether in contract, tort or otherwise) exceed the monetary amount received by Burcu Korkmazyurek from you for the applicable Pattern license.

Burcu Korkmazyurek's liability under any license purchased hereunder shall not exceed the limit of liability stated in this agreement at the time you know or should have known of the claim and is without regard to the number of times the subject Pattern is licensed or used by you.

Indemnification. You will indemnify and hold Burcu Korkmazyurek, its officers, employees, shareholders, directors, managers, members, and suppliers, harmless against any damages or liability of any kind arising from any use of any Pattern other than the uses expressly permitted by this agreement. You further agree to indemnify Burcu Korkmazyurek for all costs and expenses that Burcu Korkmazyurek incurs if you breach any of the terms of this or any other agreement with Burcu Korkmazyurek.

ADDITIONAL TERMS

ARBITRATION

Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by binding individual (not class) arbitration administered under the Commercial Arbitration Rules of the American Arbitration Association in effect on the date of the commencement of arbitration, rather than in court, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof or having jurisdiction over the relevant party or its

assets. The language of the arbitration shall be English. There shall be one arbitrator to be mutually agreed by the parties. Each party shall bear its own costs in the arbitration. Both parties agree that the following claims are exceptions to the Arbitration Agreement and may be brought in a judicial proceeding in a court of competent jurisdiction: (i) any claim related to actual or threatened infringement, misappropriation or violation of Burcu Korkmazyurek's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack); and (iii) any claim arising solely from Customer's alleged failure to pay fees due to Burcu Korkmazyurek. This arbitration provision will survive termination of this agreement.

Waiver of Jury Trial. YOU AND BURCU KORKMAZYUREK ACKNOWLEDGE AND AGREE THAT WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AS TO ALL ARBITRABLE DISPUTES UNDER THIS AGREEMENT.

No Class Actions. YOU AND BURCU KORKMAZYUREK AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and Burcu Korkmazyurek agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

Severability from Arbitration. If a court decides that applicable law precludes enforcement of any of the limitations in this section as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

No Transfer of License. As used in this agreement, "non-transferrable" means that except as specifically provided in this agreement, you may not sell, rent, load, give, sublicense, or otherwise transfer to anyone, any Pattern or the right to use any Pattern. You may, however, make a one-

time transfer of a Pattern to a third party for the sole purpose of causing such third party to print and/or manufacture your goods incorporating the Pattern pursuant to this agreement. If you become aware that any third party uses any Pattern in a manner that violates your license hereunder, you agree to remove all derivative works incorporating Patterns from such third party, and to promptly notify Burcu Korkmazyurek of each such third-party use. You agree to take all commercially reasonable steps to prevent third parties from duplicating any Pattern. If you become aware of any unauthorized duplication of any Pattern, please contact us at: burcukyurek@gmail.com

No Assignment. Neither party may assign any right or delegate any performance under this agreement, except that Burcu Korkmazyurek may assign this agreement to a subsidiary, an affiliated company, the entity that results from a merger or other corporate reorganization involving Burcu Korkmazyurek, or an entity that acquires all or substantially all of Burcu Korkmazyurek's assets. A purported assignment or purported delegation in violation of this section is void.

Use of Your Trademarks. You hereby grant to Burcu Korkmazyurek a worldwide, non-exclusive, limited license to use your trademarks in Burcu Korkmazyurek's promotional materials, including a public customer list. Burcu Korkmazyurek's use of your trademarks shall always conform to your then-current trademark use policies as made available to us and shall always inure to your benefit. Burcu Korkmazyurek further agrees that it will use commercially reasonable efforts to terminate any particular use of your trademark no later than thirty days from the date of receipt by Burcu Korkmazyurek of your email request to: burcukyurek@gmail.com

Use of Your Feedback. You agree that any feedback provided to you by Burcu Korkmazyurek or its representatives regarding any questions you may have about this agreement, or your use of any Pattern licensed hereunder, is solely for the purpose of interpreting this agreement and is not legal advice. Burcu Korkmazyurek cannot render legal advice to you and expressly disclaims any liability of any kind related to any feedback provided by Burcu Korkmazyurek or its representatives.

Disclosure. If you use any Pattern as part of work product created for or delivered to a client or customer, you will disclose the identities of such clients or customers to Burcu Korkmazyurek, upon Burcu Korkmazyurek's reasonable request.

Pattern Removal. Upon notice from Burcu Korkmazyurek or if you learn that any Pattern is subject to a threatened or actual claim of infringement, violation of another right, or any other claim for which Burcu Korkmazyurek may be liable, or if Burcu Korkmazyurek removes any Pattern due to perceived business risk as determined in Burcu Korkmazyurek's reasonable discretion and gives you notice of such removal, you will remove the Pattern from your computer systems and storage devices (electronic or physical) and, if possible, cease any future use of the removed Pattern at your own expense. Burcu Korkmazyurek shall provide you with a comparable Pattern (which comparability will be determined by Burcu Korkmazyurek in its reasonable commercial judgment) free of charge, but subject to the terms and conditions of this agreement.

Severability. If any provision of this agreement is illegal or unenforceable, that provision is severed from this agreement, and the other provisions remain in force.

No Third-Party Beneficiaries. It is expressly understood and agreed that this agreement is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties, or obligations are intended by this agreement as to third parties.

Construction & Choice of Law. This agreement shall be construed neither against nor in favor of any party, but rather in accordance with the fair meaning of the language hereof.

Sales Tax. If Burcu Korkmazyurek is required to collect indirect and/or transactional taxes (such as sales tax, value-added tax, goods and services tax, etc.) under the laws of your state or country of residence, you shall be liable for payment of any such indirect tax. Where Burcu Korkmazyurek or you are required to collect or remit direct or indirect taxes, you may be required to self-assess said tax under the applicable laws of your country of residence.

Fraud. If you use fraudulent credit card information to open an account or otherwise engage in any criminal activity affecting Burcu Korkmazyurek, we may promptly file a complaint with ic3.gov, the internet crime complaint center, a partnership between the Federal Bureau of Investigation (FBI) and the National White Collar Crime Center.

Violation of copyright terms are subject to title 17 of the united states code and are liable for statutory damages as high \$150.000 as set forth in section.