

TERMS & CONDITIONS – KUVOX

1. Purpose, Scope and Acceptance

1.1. These Terms & Conditions (hereinafter, the “**Terms**”) govern access to and use of the Kuvox website (hereinafter, the “**Site**”), dedicated to the commercialization of photographs, illustrations, and other visual works in digital format (hereinafter, the “**Content**”).

1.2. Accessing, browsing, and using the Site implies full acceptance of these Terms. When access is made on behalf of a legal entity, the person doing so declares and guarantees that they have sufficient authority to bind such entity.

1.3. Kuvox may amend these Terms at any time by publishing the updated version on the Site. Modifications shall apply from the date of publication and shall govern uses and licenses acquired thereafter.

2. Definitions

For the purposes of these Terms, the following definitions shall apply:

- a) **User:** any person who accesses, browses, or uses the Site.
- b) **Client or Licensee:** the User who acquires a license to use Content through the Site.
- c) **Content:** photographs, illustrations, graphics, and other visual works available on the Site, with or without associated authorizations, as indicated in each case.
- d) **Standard License (personal use):** a non-exclusive, non-transferable license that allows strictly personal and non-commercial use of the Content (e.g., internal presentations, personal projects, schoolwork), without authorization to publish, commercialize, or redistribute.
- e) **Commercial License:** a non-exclusive, non-transferable license that authorizes the use of Content in the Client’s commercial projects, expanding upon the permissions of the Standard License and further allowing resale, redistribution, or incorporation of the Content into products intended for commercialization to third parties, subject to the limitations set forth in these Terms.
- f) **Payment Providers:** third parties that process payments and confirm transactions to Kuvox.
- g) **Account:** the profile and credentials created by the User or Client to access the Site’s services.

3. Registration, Purchases, Payments, Delivery, and Refunds

3.1. Acquiring licenses may require registration and creation of an Account. The User must provide accurate information and keep it up to date. Accounts are personal and non-transferable.

3.2. The purchase process includes: (i) selecting the Content and license type; (ii) generating a payment reference; (iii) confirmation of payment by the Payment Provider; and (iv) enabling the download of the corresponding file.

3.3. Available payment methods may include references issued by retail establishments or others, bank transfers, and any other methods Kuvov enables or modifies in the future.

3.4. Published prices do not include applicable taxes, fees, or withholdings. The Client is responsible for any taxes due under the laws of their jurisdiction or that of the Payment Provider.

3.5. If, for technical reasons, purchased Content cannot be downloaded or the file is defective, Kuvov may replace it or provide equivalent Content at no additional cost to the Client.

3.6. Once payment is confirmed, the Client obtains the right to download and retain the file in accordance with their license. Unless otherwise specified, download access is permanent.

3.7. Due to the digital nature of the Content, no returns or refunds will be accepted once the purchase is confirmed and the download has been enabled, without prejudice to mandatory consumer rights that may apply.

3.8. Kuvov may suspend or cancel Accounts in cases of suspected fraud, abuse of payment methods, or breach of these Terms.

4. Grant of Licenses, Permitted Uses, and Restrictions

4.1. All intellectual property rights in the Content belong to Kuvov and/or its licensors.

4.2. Unless otherwise specified, licenses are granted worldwide and in perpetuity, according to the license type acquired.

4.3. The license authorizes the Client and its internal employees or collaborators necessary for the project to use the Content, without the right to redistribute it to third parties.

Standard License (personal use):

4.4. Permitted uses:

- a) Use of Content in personal or internal professional presentations.
- b) Inclusion in academic or school projects.
- c) Individual use not intended for mass publication or commercial purposes.

4.5. Prohibited uses:

- a) Publication, commercialization, or redistribution of Content.
- b) Incorporation of Content into campaigns, promotional or advertising materials.
- c) Any use with commercial or for-profit purposes.

Commercial License:

4.6. Permitted uses:

- a) Incorporation of Content into websites, applications, or corporate profiles.
- b) Printed or digital marketing materials, advertisements, and presentations.
- c) Publications on social media (with or without paid promotion).
- d) Corporate, promotional, or advertising videos.

e) Inclusion of Content in products intended for resale or redistribution to third parties, such as templates, books, e-books, merchandise, packaging, or web themes.

4.7. Prohibited uses:

- a) Redistributing, reselling, sublicensing, or providing access to the source file independently.
- b) Using the Content as a logo, trademark, or distinctive sign without express authorization.
- c) Defamatory, unlawful, misleading, pornographic, discriminatory uses, or uses that infringe third-party rights.
- d) Removing watermarks, copyright notices, or metadata, except as strictly necessary to integrate the Content into a design.
- e) Using the Content for training artificial intelligence models or datasets without Kuvov's express authorization.

Editorial Classification and Releases:

4.8. Kuvov guarantees that images have been produced under a "work for hire" arrangement, ensuring full assignment of copyright from their creators.

4.9. If Content has the necessary releases, the Client may use it commercially according to their license. If no releases are provided, use shall be limited to editorial purposes unless the Client obtains additional authorizations.

4.10. The Client is responsible for obtaining additional permissions when Content incorporates trademarks, designs, artworks, architecture, or other third-party rights.

4.11. The Client may make reasonable adaptations of the Content for integration into their own works, provided that such adaptations do not create derivative works whose principal value lies in the Content itself in its original form.

4.12. Kuvov may require the Client to provide reasonable evidence of use in accordance with the acquired license.

5. Intellectual Property and Infringement Reports

5.1. **Ownership.** All software, source code, interfaces, designs, logos, trademarks, databases, texts, images, audiovisual content, functionalities, and any other elements incorporated into the Site are the exclusive property of Kuvov and/or its licensors, and are protected by applicable intellectual and industrial property laws and international treaties.

5.2. **Limitations.** Use of the Site and the acquisition of Content licenses do not grant the User or the Client any intellectual or industrial property rights over the Site or the Content, except for those expressly authorized under the acquired license.

5.3. **Restrictions.** Without Kuvov's express prior written authorization, the following are strictly prohibited:

- a) Reproducing, distributing, publicly communicating, making available, modifying,

transforming, decompiling, reverse-engineering, or otherwise exploiting the Site's software, technical elements, or design.

b) Using trademarks, trade names, or any other distinctive signs in a way that could create confusion about ownership or the existence of a relationship with Kuvov.

c) Incorporating the Site or part of its Content into external databases, automated data extraction systems, or indexing services.

5.4. Respect for third-party rights. Kuvov respects the intellectual property rights of third parties and expects the same from Users and Clients. The Client is solely responsible for ensuring that their use of the Content does not infringe the rights of third parties, including copyright, trademarks, image rights, or privacy.

5.5. Infringement notification procedure. Any person or entity that believes Content available on the Site infringes copyright, image rights, trademark rights, or any other rights may submit a notification to Kuvov through the contact channels indicated on the Site. Such notification must include, at minimum:

a) Identification of the rights holder allegedly infringed, and if applicable, proof of representation.

b) Clear and precise identification of the allegedly infringing Content, including the URL or other means of locating it on the Site.

c) An express statement that the use of the Content has not been authorized by the rights holder, their representative, or by law.

d) Valid contact information for the claimant (name, address, email, and phone number).

e) A declaration, under penalty of perjury, that the information provided is accurate and that the claimant is the rights holder or is authorized to act on their behalf.

5.6. Kuvov's actions. Upon receiving a valid notification, Kuvov may, at its sole discretion, remove or disable access to the challenged Content temporarily or permanently, while the dispute is resolved.

5.7. Repeat infringements. Kuvov reserves the right to suspend or terminate the Accounts of Users or Clients who repeatedly infringe third-party rights.

6. Additional Prohibitions and Remedies for Breach

6.1. Conduct restrictions on the Site. The User and the Client agree to use the Site in accordance with the law, public order, and these Terms. Specifically, the following are prohibited:

a) Using the Site for fraudulent, unlawful, defamatory, abusive, discriminatory, threatening, or otherwise objectionable purposes.

b) Interfering with, tampering with, or compromising the security of the Site, its systems, servers, networks, other Users' accounts, or associated payment processes.

c) Introducing viruses, trojans, worms, logic bombs, scraping tools, crawlers, bots, or other automated systems that could damage, overload, or interfere with the Site's

functioning or with other Users' experience.

- d) Creating, registering, or using multiple Accounts for purposes of fraud, circumvention of restrictions, or misuse of Content.
- e) Collecting, storing, or using other Users' data without their express consent.
- f) Using the Site or Content in a way that may harm the reputation, credibility, or image of Kuvox or third parties.

6.2. Misuse of Content. In addition to the limitations already set out in Clause 4, the following are expressly prohibited:

- a) Sharing, redistributing, or making Content available to third parties outside the scope of the acquired license.
- b) Using Content in a way that creates a competing service (e.g., a stock image platform, digital library, or mass-download offering).
- c) Passing off Content as the Client's own original creation, except where substantial and authorized transformation has taken place.
- d) Using Content in sensitive or restricted contexts such as pornography, child exploitation, violence, hate speech, discrimination, incitement to violence, illegal activities, products related to tobacco or controlled substances, political campaigns, or any context that could be offensive or controversial, unless expressly authorized by Kuvox.

6.3. Remedies for breach. In the event of a breach of these Terms, Kuvox may, at its sole discretion:

- a) Temporarily suspend the User's or Client's Account.
- b) Permanently terminate the Account and revoke licenses granted, with no obligation to provide refunds.
- c) Withhold pending payments or cancel transactions in progress where fraud or misuse is suspected.
- d) Take technical measures to block access to the Site or Content.
- e) Initiate legal actions to enforce obligations, claim damages, or request injunctive relief.

6.4. Cooperation with authorities. Kuvox may report to competent authorities any activity it considers unlawful, fraudulent, or infringing on third-party rights, and cooperate with them in the investigation and prosecution of responsible parties.

6.5. No waiver. Kuvox's failure or tolerance regarding a specific breach of these Terms shall not be construed as a waiver of its right to enforce compliance in the future, nor shall it affect the validity of the relevant provisions.

7. Responsibilities, Warranties, and Limitation of Liability

7.1. Site availability. Kuvox will make reasonable efforts to keep the Site continuously available and secure. However, Users and Clients acknowledge that the Site may

experience interruptions, delays, technical failures, or scheduled or unforeseen maintenance. Kuvox does not guarantee uninterrupted availability or error-free operation.

7.2. Warranties regarding Content.

- a) Kuvox guarantees that it holds the necessary rights to grant licenses for Content under the terms set forth.
- b) Kuvox does not guarantee that Content will meet the Client's specific purpose or needs, and the Client is responsible for evaluating suitability prior to acquisition.
- c) Kuvox guarantees that images available on the Site have been produced under a "work for hire" arrangement, ensuring full assignment of economic rights by their creators. Where Content depicts identifiable persons or private properties, Kuvox will inform whether the corresponding Model Releases and/or Property Releases are available.
- d) Kuvox does not guarantee that the Client's use of Content will be free of infringement in all possible contexts. The Client is responsible for obtaining any additional permissions required (e.g., for use in connection with trademarks, landmark buildings, artworks, etc.).

7.3. Client responsibilities. The Client undertakes to:

- a) Use the Site and Content in accordance with these Terms and applicable law.
- b) Respect the scope of the acquired license and refrain from unauthorized use.
- c) Keep Account credentials confidential and remain responsible for activities carried out through the Account.
- d) Indemnify and hold harmless Kuvox, its partners, licensors, and collaborators against any claims, damages, penalties, or expenses resulting from misuse of the Site or Content by the Client.

7.4. Limitation of liability.

- a) To the maximum extent permitted by law, Kuvox shall not be liable to Users, Clients, or third parties for indirect, incidental, consequential, punitive, or special damages, including loss of profits, data, clientele, business opportunities, or other harm resulting from use or inability to use the Site or Content.
- b) Kuvox's total liability to the Client, regardless of the cause or legal basis, shall be limited to the amount actually paid for the Content license giving rise to the claim.
- c) Nothing in these Terms shall limit Kuvox's liability in cases of willful misconduct, fraud, gross negligence, or other liabilities that cannot be excluded or limited under applicable law.

7.5. Disclaimer of professional advice. Content available on the Site is provided for creative, informational, or illustrative purposes only. Kuvox does not provide medical, legal, financial, or other professional advice, and does not guarantee the accuracy or reliability of information contained in the Content. The Client is responsible for verifying suitability for its intended use.

7.6. Technological risks. Users and Clients acknowledge that using the internet involves inherent risks, including security breaches, loss or alteration of data, unauthorized access, and other contingencies beyond Kuvox's reasonable control.

8. Personal Data Protection and Privacy

8.1. The processing of personal data collected through the Site shall be governed exclusively by Kuvox's **Privacy Policy**, which forms an integral part of these Terms.

8.2. By using the Site, Users and Clients acknowledge that they have read, understood, and accepted the Privacy Policy, available at: <https://kuvox.shop/>

8.3. In the event of a discrepancy between these Terms and the Privacy Policy regarding personal data protection, the provisions of the Privacy Policy shall prevail.

9. Governing Law and Jurisdiction

9.1. These Terms shall be governed by and construed in accordance with the laws in force in the Island of Nevis, without regard to its conflict-of-law principles.

9.2. Any dispute, claim, or controversy arising out of or related to these Terms, the Site, or the Content shall be submitted to the exclusive jurisdiction of the **courts of Nevis**, to which the parties irrevocably submit.

9.3. To the maximum extent permitted by law, Users and Clients expressly waive the right to initiate class actions, collective claims, or representative proceedings against Kuvox, and agree to resolve their claims solely on an individual basis.

10. Force Majeure

10.1. Kuvox shall not be liable for failure or delay in fulfilling its obligations under these Terms where such failure or delay is caused by force majeure or unforeseen circumstances.

10.2. For the purposes of this clause, force majeure events include, without limitation: natural disasters, fires, floods, earthquakes, storms, strikes, labor disputes, terrorist acts, acts of war, armed conflicts, power outages, interruptions in telecommunications or internet services, cyberattacks, pandemics, governmental measures, regulatory changes, embargoes, international trade restrictions, or any other events beyond Kuvox's reasonable control.

10.3. In such cases, Kuvox may temporarily suspend the Site or the provision of its services without this giving rise to any right to reimbursement, compensation, or indemnification for the User or Client.

10.4. Once the force majeure event has ended, Kuvox will resume the provision of services as soon as reasonably possible.

11. Indemnification

11.1. The User and the Client agree to defend, indemnify, and hold harmless Kuvox, its directors, employees, partners, licensors, collaborators, and suppliers against any claim, demand, action, damage, loss, liability, cost, or expense (including reasonable legal fees) arising out of or related to:

- a) The use of the Site or the Content in violation of these Terms or the acquired license.
- b) The infringement of intellectual property rights, privacy rights, image rights, or any other third-party rights by the Client.
- c) The use of Content in prohibited, unlawful, defamatory, sensitive, or unauthorized contexts.
- d) Non-compliance with applicable laws, including but not limited to data protection, intellectual property, competition, advertising, export control, or international sanctions laws.

12. Termination

12.1. **Kuvox's right to terminate.** Kuvox may, at any time and in its sole discretion, suspend or fully or partially terminate access to the Site, the User's or Client's Account, and/or the licenses granted, in the following cases:

- a) Breach of these Terms or of the conditions of the acquired license.
- b) Improper or fraudulent use of the Site or Content.
- c) Prolonged inactivity of the Account for more than twelve (12) consecutive months.
- d) Requirement by a competent authority.
- e) Reasons related to security, data protection, or platform integrity.
- f) Kuvox's unilateral decision to cease operations, with reasonable prior notice.

12.2. Effects of termination.

- a) In case of termination due to the Client's breach, Kuvox may revoke the acquired licenses without any obligation to provide refunds.
- b) Termination shall not affect rights and obligations that, by their nature, are intended to survive (including, but not limited to, payment obligations, indemnification, liability limitations, and governing law).
- c) In cases of termination due to Kuvox's unilateral decision not attributable to Client's breach, Kuvox will honor licenses already granted under their terms until the termination date.

12.3. **Client's right to terminate.** The Client may close their Account at any time through the tools enabled on the Site, without any right to refunds for previously acquired licenses.

13. Separation of Site Use and Content License

13.1. Accessing, browsing, and using the Site does not by itself grant any right of use over the Content available.

13.2. The User acquires rights of use over the Content only once they have completed the purchase process and obtained the corresponding license, under the applicable terms and conditions.

13.3. No Content may be downloaded, copied, stored, or otherwise used beyond its mere visualization on the Site, except to the extent expressly authorized by the acquired license.

13.4. Kuvox reserves the right to remove, modify, or replace any Content available on the Site at any time, without granting Users any right to compensation, except with respect to Content already licensed under the conditions in force at the time of acquisition.

14. Confidentiality

14.1. The Client undertakes to keep strictly confidential any commercial terms, specific conditions, preferential rates, discounts, special agreements, or other non-public information that Kuvox may make available individually or on a personalized basis.

14.2. The confidentiality obligation shall not apply to information that:

- a) Is already in the public domain at the time of disclosure, or becomes public without breach of this clause;
- b) Is legitimately known by the Client prior to its disclosure by Kuvox;
- c) Is independently obtained by the Client without reference to Kuvox's confidential information;
- d) Must be disclosed in compliance with a legal obligation, court order, or request from a competent authority, provided that the Client gives prior notice to Kuvox so it may exercise the defenses or protective measures it deems appropriate.

14.3. The Client agrees to use confidential information solely for fulfilling the contractual relationship with Kuvox and not to disclose it to third parties without Kuvox's prior written authorization.

14.4. This confidentiality obligation shall remain in force during the contractual relationship between the parties and for one (1) year after its termination, regardless of the cause.

15. General Provisions

15.1. **Entire agreement.** These Terms, together with the Privacy Policy and the specific license conditions applicable to each Content, constitute the entire agreement between Kuvox and the User or Client, and supersede any prior agreements, whether oral or written, relating to the same subject matter.

15.2. Severability. If any provision of these Terms is declared invalid, illegal, or unenforceable by a competent authority, such provision shall be deemed deleted without affecting the validity and enforceability of the remaining provisions.

15.3. Assignment. The User and the Client may not assign or transfer their rights or obligations under these Terms without Kuvov's prior written consent. Kuvov may assign or transfer its rights and obligations without prior notice, particularly in the case of a merger, acquisition, corporate reorganization, or transfer of assets.

15.4. Notices. All communications relating to these Terms must be made in writing and sent through the contact channels provided on the Site. Kuvov may notify the User or Client through the email address associated with their Account or via notices on the Site itself.

15.5. Language. These Terms may be made available in different languages. In case of interpretative discrepancies, the Spanish version shall prevail.

15.6. Effective date. These Terms shall enter into force as of their publication on the Site and shall remain in effect as long as the User or Client uses the Site or maintains an active Account.