

****Aeries Aperture Digital Item Policy****

Effective Date: May 5, 2022

Welcome to Aeries Aperture. This Digital Item Policy governs the sale and use of digital items including digital photos, video footage, and AI-generated images (collectively, "Digital Items") offered by Aeries Aperture LLC ("Aeries Aperture", "we", "us", "our"). By purchasing Digital Items from Aeries Aperture, you agree to the following terms and conditions.

****1. Delivery of Digital Items****

Digital Items purchased from Aeries Aperture will be delivered to you through one of the following methods:

- Direct web download from our website
- Via a third-party file-sharing service
- Delivered to your specified email address

You will receive instructions for downloading or accessing the Digital Items upon the completion of your purchase.

****2. Cancellation and Refund Policy****

All sales of Digital Items are final. Due to the nature of digital goods, they are not eligible for cancellations, returns, or refunds once they have been delivered.

****3. Copyright and Usage Rights****

- ****Copyright****: Aeries Aperture LLC retains full and exclusive copyright of all images and retains all rights to the images, which include, but are not limited to, the right to copy, display, and/or publish for any reason, such as marketing, advertising, competitions, and display on Aeries Aperture LLC's owned platforms.

- ****Limited Commercial Use License****: When purchasing Digital Items, Aeries Aperture LLC grants you, the client, a non-exclusive, limited license for your limited commercial use of the Digital Items within the normal scope of your business, which includes advertising, marketing, and promotional activities, on your website, blog, or social media. The digital files may be discreetly watermarked which may not be removed or altered. The digital files may not be used by anyone other than the Client. Client cannot sell, lease, or give images to third parties. Client may not reproduce the Digital Items, in whole or in part, for resale, redistribution, or any other use beyond the scope of the limited commercial use license.

****4. Usage Limitations****

The following limitations apply to your use of the Digital Items:

- ****Modification****: You may not alter, edit, or manipulate the Digital Items without the express written permission of Aeries Aperture.

- ****Transferability****: The license granted is personal to you, the client. You may not transfer, assign, sell, lease, or sublicense the Digital Items to any other party.

- **Reproduction**: You may not reproduce the Digital Items, in whole or in part, for resale, redistribution, or any other use beyond the scope of the limited commercial use license.
- **Watermark**: If the Digital Items are delivered with a watermark, such watermark must remain intact and may not be removed or altered.
- **Intellectual Property**: You may not claim ownership of the Digital Items, nor may you use the Digital Items in a way that suggests any affiliation with, or endorsement by, Aeries Aperture LLC.
- **Large-scale Production**: Use of Digital Items in large-scale production, for commercial resale, or for mass distribution is not permitted under the limited commercial use license without additional agreements.

5. Violation of Policy

Violation of this policy may result in the immediate termination of the license granted hereunder, and may subject the violator to legal action.

6. Updates to Digital Item Policy

Aeries Aperture reserves the right to make changes to this policy at any time. You are advised to review this policy periodically for any changes.

7. Contact Information

For questions or more information about our Digital Item Policy, please contact us at:

Aeries Aperture Customer Service
aaprintstore@aeriesaperture.com