

Design Ownership Transfer Agreement

This Agreement executes at the sale and transfer of the design created by a Designer for a Customer (herein referred as "Project Holder") via LogoDesignGuru.com, also DBA, MycroBurst.com, LogoGuru.co.uk, and Logosnap.com.

This Agreement applies when a Project Holder selects a winning design for the design service, the Project Holder and Designer are deemed to have entered into a legal binding for the sale of the design as per terms set forth herein:

Terms:

1. This Agreement is between the undersigned Designer and the undersigned Project Holder.
2. This Agreement executes on the date when the Project Holder selects the winning design and Designer agrees to transfer the design ownership to Project Holder as set as part of the purchase process.
3. If the Project Holder has selected and agreed to purchase multiple designs, then the Project Holder is deemed to enter into separate Agreements for each winning design.

Transfer of Ownership:

The winning Designer agrees to irrevocably transfer all rights, ownership, intellectual property interest and legal title of the winning Design to the Project Holder in receipt of the payment as agreed at the start of the design project. The Designer will not use the Design in any further or derivative work (except for display as an example of the Designer's work for portfolio purposes except as indicated herein, and approved by the Project Holder) nor offer to resell the Design to anyone other individual or entity.

Discloser of Intellectual property rights owned by third Party:

If the winning Designer has used any third party intellectual property including "Stock Images" within a winning Design, the Designer warrants that he has disclosed the source to the Project Holder.

Project Holders are solely responsible for purchasing any third party intellectual property including stock photography/stock images for the future use of any winning Design.

"Stock Images" shall mean any photograph or image which Designer obtained from any source except photographs or images which Designer itself created and in which Designer holds the exclusive copyright.

Designer's Warranty:

Winning Designer represents (1) that the winning design is designer OWN UNIQUE creation and the concept/design, in full or part, has not been copied from nor been derived from any third party source; (2) Winning Designer has not used, nor will not use, the Design for its own purposes nor will permit or enable third parties to do so, and (3) Winning Designer has exclusive ownership of the Design and the authority to convey and transfer ownership of the intellectual property rights pursuant to this agreement.

The Designer warrants that at the time of submission of the Design to the Project Holder and, in all cases, the Designer has disclosed to the Project Holder any Intellectual Property Rights in the Design which may be held by a third party.

If the Design incorporates the Intellectual Property Rights of a third party, then:

- a) The Designer warrants that it has obtained a license from the relevant third party to incorporate the Intellectual Property Rights of that third party in the stock image used in the Design ("Third Party License") and that said license extends to the Project Holder the right to use the Design including the stock image for any of the Project Holder's purposes;
- b) If the Third Party License is not capable of assignment to the Project Holder, then:
 - i. the Designer must disclose this fact to the Project Holder upon providing the Project Holder with the Design;AND
 - ii. the Designer warrants that the Project Holder may obtain a Third Party License in its own name; AND
 - iii. With the Agreement, the Designer must provide the Project Holder with details of where to obtain the Third Party License in its own name and the cost of doing so.

Project HolderWarranty:

By entering into this Agreement, Project Holder warrants:

1. that he has obtained all required information regarding the third party stock images, vector graphics, or clipart
2. to purchase the image(s)/stock images/stock photography, vector graphics or clipart according to the terms laid by 3rd party image source.
3. Agrees that MycroBurst.com and its third party service providers shall not be liable for any breach of this Agreement at any stage including intellectual property or copyright/trademark infringement of the winning design.

MYCROBURST'S EXPRESS DISCLAIMERS: MycroBurst will not act as a moderator or adjudicator in relation to any claim by the Project Holder or Designer or any third party that a Design or other content submitted through a MycroBurst.com Design Contest infringes any Intellectual Property Rights owned by the Designer or the Project Holder or a third party.

MycroBurst further does not warrant or represent that it has undertaken or will in the future undertake any particular investigation or review as to whether any Design supplied by a Designer infringes any Intellectual Property Rights held by a third party. Each Project Holder is responsible for undertaking their own due diligence or investigations in relation to the same. MycroBurst expressly relies upon the above warranties given by Designer with regard to the potential Intellectual Property Rights of a third party in any design submitted to a Project Holder.

MycroBurst.com will not be liable or responsible for any use of or infringement by a Designer or Project Holder of any Intellectual Property Rights held by a third party in relation to any Design, Service or other use of MycroBurst.com.

Entire Agreement:

This agreement represents the entire agreement between the parties with regard to the ownership of the Design.

No Oral Modification:

This agreement may not be modified except in a writing signed by the parties.

Governing Law and Venue:

This agreement shall be governed by the laws of the Commonwealth of Pennsylvania and any legal action or proceedings brought to enforce or interpret this agreement shall be brought in the state or federal courts of Pennsylvania.

Contest Name: _____**Winning Design ID:** _____**Winning Designer**

I _____ Designer ID: _____

Confirm that that the winning design is my OWN UNIQUE creation and agree to the above terms of design transfer Agreement

Customer

I _____

Agree to the above terms of design transfer Agreement and approve the complete design purchase process.