

mauritius RF
Author's Image
Alamy RF
beyond fotomedia
Clover/amanaimages
corbis
cultura
emotive images
Eyecandy images
Fancy
feverimages
foodcollection
i love images
iconotec
Image Source
image100
Imagebroker
Juice Images
Johnér
Maskot
MedicalRF.com
moodboard
novoimages
OJO Images
Old Visuals
Onoky
PhotoAlto
Phototake RF
Phovoir
Pixtal
purestock
Radius Images
Rubberball
senior images
Science Photos Library
Score
Self RF
SimplyNorth
SmartMAGNA
Somos
Stock4B-RF
Stockbroker RF
Tetra Images
UpperCut
Wave
Westend61
Zefa
Zen Shui

General Terms and Conditions (GTCs) of mauritius images GmbH and its brand mauritius RF

A. General Terms and Conditions

1. All offers and services shall be governed by the GTCs stated hereinafter. Different terms and conditions applicable to third parties are expressly rejected. Any diverging provisions shall only be valid if confirmed in writing by Mauritius.
2. The term "pictures" and "pictorial material" in the sense of these provisions shall refer to all photographic copies and data regardless of the type of data, data carrier or method of production and transfer.
3. The currently applicable prices and fee information provided by Mauritius plus applicable value added tax (VAT) as well as delivery costs shall apply to all obtained services. Payment can be effected in advance (check for deposit, direct debit or credit card). Invoices are payable without any discount within 30 days after date of invoice.
4. Mauritius shall not assume any liability for inadequate performance unless intent or gross negligence is proven. In the event of flawed delivery Mauritius shall firstly have the right to provide a flawless substitute delivery. Liability shall in any case be limited to the purchase price of the respective product.
5. All services and deliveries executed by Mauritius, also in the case of abroad performance, shall be exclusively governed by German law. Place of jurisdiction and place of performance for both parties, to the extent that this provision is legally admissible, shall exclusively be Garmisch-Partenkirchen.
6. The person placing the order agrees to the recording and storing of his/her data for the purpose of electronic data processing of orders.
7. If any provision of these GTCs is or becomes invalid or inadmissible it shall be replaced by a valid or admissible provision which comes as close as possible to the purpose and the desired economic objective. The validity of the remaining provisions remains unaffected. The same shall apply to any missing or incomplete provision.

B. mauritius RF End User License Agreement

I. Important Preliminary Notice

In breaking the CD-ROM seal, or in downloading images from the Mauritius web site, the customer acknowledges unlimited acceptance of the terms set forth in this agreement which is then considered to be legally effective.

If the customer does not agree to these terms and does not want to conclude a license agreement with Mauritius, he/she must immediately return the unused CD in its undamaged original packaging and/or with intact seal including all accompanying material to Mauritius. The purchase price will subsequently be refunded.

If the customer enters this agreement as proxy for a third party, such as his/her employer, these provisions shall also be applicable for and against any authorized third party.

All images contained in the Mauritius web site are protected by copyright. Mauritius and/or its contractual partners are the owners of such rights. The customer's utilization right is dependent on the payment of the full license fee, the granting by Mauritius as well as by adherence to the provisions of this contract.

II. Granting of Reproduction Rights

The pictures are not sold but only licensed for utilization.

Mauritius grants the personal, non-exclusive and non-transferable right to use and reproduce the pictures contained on the CD-ROM or the mauritius RF web site on a worldwide and perpetual basis, in the following ways:

- a) Print usage, especially any type of printed, tangible materials including advertising, sales, etc.;
- b) Non-print usage, that is any digital or electronic material provided that no image is at a resolution greater than 480 by 640 pixels (72 dpi). Hereby it must be made obvious that the material is not intended to be downloaded or copied by any third party.

III. Restrictions of Utilization

1. The rights granted by Mauritius under this agreement cannot be transferred. Their utilization is exclusively limited to utilization for an end user product also in the event of further processing. It shall not be permitted to transfer the data or pictures to third parties or to transfer utilization rights or to permit any other third-party usage.
2. In the case of picture licensing by a company as customer, the data may be archived or incorporated into a customer-internal network as long as no more than 10 (ten) specific employees have access to such images. Utilization is, however, expressly limited to the framework determined by these GTCs.

3. The pictures must not be shared, copied or made accessible to third parties. Establishing a network of servers with or without central location, which allows third-party access, shall not be admissible.
4. You may not use the picture as part of a service mark or trademark or infringe on any third-party trade name, service mark or trademark.
5. You may not place the pictures online in a downloadable, FTP or other similar format.
6. You may not use the pictures in an offensive, defamatory, pornographic, fraudulent, hurtful or tortuous manner or place them in any such context. In case the planned utilization of the pictures touches upon such sensitive subjects or can be associated in such a manner, advance written permission is required. This includes but is not limited to substance abuse, physical or mental abuse, alcohol, tobacco, AIDS, cancer or other serious physical or mental ailments or the disparagement of a person or product.
7. One copy of the pictures or software may be made for backup purposes only, which shall just be used if the original copy becomes defective or otherwise irretrievably lost.
8. Upon notice of discontinuance of a license for any particular image such image must not be used in the future.

IV. Compensation in Case of Violation of Contract

In addition to the provisions of this contract the customer shall adhere to the general legal provisions about competition, trade marks and utility models. The customer shall be liable for any damages that Mauritius may suffer as a result of the violation of any such provisions by the customer.

V. Indemnity

The customer agrees to release and hold Mauritius harmless from all claims for damages and liability resulting from a violation of such provisions.

VI. Warranty

Mauritius warrants any CD-ROM to be free from defects in material and workmanship for 90 days from delivery. The customer's sole remedy for a breach of this warranty is the refund of the purchase price or replacement of the CD-ROM at Mauritius' option.

VII. Limitation of Liability

Mauritius shall not be liable for any potential or consequential damages in case a CD-ROM and/or particular image cannot be used in the intended manner, even if such risk has been indicated in advance by the customer. Mauritius' liability shall in any case be limited to the fee paid for the particular image or CD-ROM.

VIII. Software

All rights and data that are granted to the customer under this contract are the property of Mauritius and protected by copyright or other legal provisions. It shall be inadmissible to reverse engineer or rearrange data or reduce them to any other readable formats.

IX. General Provisions

1. If any provision of this agreement is or becomes invalid or inadmissible it shall be replaced by a valid or admissible provision which comes as close as possible to the intended purpose and the desired objective. The validity of the remaining provisions remains unaffected. The same shall apply to any missing or incomplete provision.
2. The implementation of this agreement shall be exclusively governed by German law, even if foreign elements are involved. To the extent that this provision is legally admissible, Garmisch-Partenkirchen shall be place of jurisdiction and place of performance.
3. If you have any questions about your rights and obligations under this contract or if you wish to claim additional rights please contact us directly. You can reach us free of charge at the telephone number 00 800 - 300 90 800 or send us an email at info@mauritus-images.com

Aflo

DEFINITIONS.

"Image" refers to a photograph, transparency, negative, design, illustration, artwork, painting, drawing, engraving, image on computer, video or laser disk, or on magnetic tape, or transmitted electronically in digital form, or stored in a retrieval system, or any other item that AFLO may offer for the purpose of reproduction. The term "Reproduction" includes any form of copying, displaying or publication of the whole or part of any Image, whether by printing, photography, photocopier, scanner, or slide projection (whether or not to an audience), by electronic, digital or mechanical means, in a layout or presentation, or by any other means. "Reproduction" further includes the copying or manipulation or distortion of the whole or part of any Image, (for example, digitally on a computer, manually by an artist, or by any other means) even though the resulting image may not appear to a reasonable person to be derived

from the original picture. "Creator" refers to the photographer, illustrator, artist or any other party (or parties) responsible for producing the Image(s) that AFLO makes available and which are listed on our Delivery Contract (if we are sending you transparencies). The terms "AFLO", "Us" and "Our" refer to AFLO FOTO AGENCY Inc., creator's authorized agent. "Client" (on reverse side), "You" and "Your" refer to the recipient and/or licensee of the Images and your/its representatives.

OBJECTIONS.

If you are receiving transparencies from AFLO, we have agreed to fulfill your picture request and grant you the use of our Images in accordance with the specifications of use stated on our Delivery Contract. Further, regardless of the format in which you receive our Image(s) (either digital or transparency), AFLO provides pictures only on the condition that you agree to the terms listed below. IF YOU DO NOT AGREE TO ABIDE BY ALL OF THESE TERMS, INCLUDING THE ARBITRATION AND LIQUIDATED DAMAGE PROVISIONS, PLEASE RETURN OUR IMAGES IMMEDIATELY. RETENTION OF THESE IMAGES MEANS YOU ACCEPT ALL TERMS OF THIS DELIVERY CONTRACT, INCLUDING THE ARBITRATION AND LIQUIDATED DAMAGE PROVISIONS.

LIMITATIONS ON USAGE.

(a) Unless otherwise specifically stated, Images remain the property of AFLO or the particular Creator(s).

(b) Our Invoice is a license only, granting you reproduction rights to the Images for the use specified on the Invoice and for no other purpose other than the production of comps (see Clause 3 below), unless such Images are purchased outright. Unless otherwise stated on this Invoice, such use is granted for a period of one year from Invoice date, and license is for English language use in North America only.

(c) You do not acquire any right, title or interest in or to any Image, including, without limitation, any electronic or promotional rights, and you will not make, authorize or permit any use of the particular Images, plates, digital files or other reproductions made from them except as specified on our Delivery Contract and/or Invoice.

(d) Reproduction rights are strictly limited to the use, medium, period of time and territory specified on this License. You agree to advise us in writing of any additional or extended use of the pictures prior to such use. If you fail to advise us PRIOR to use, you agree that the fair liquidated damage for the additional use of our pictures is ten (10) times the applicable reproduction fee.

COMP USAGE PERMITTED

AFLO grants you a personal, non-transferable, non-exclusive right to copy any of the Images we have delivered to you onto your computer hard drive and to use the Images and any derivative works or copies on one computer and with one user at a time only in North America for the purpose of copying, modifying and incorporating them into materials for comprehensive layouts ("Comps"). The resulting Comps may only be used as in-house presentations, storyboards, or rough draft designs for yourself or your clients.

NO ADDITIONAL REPRODUCTION ALLOWED.

All Images from AFLO are copyrighted; YOU AGREE NOT TO USE, COPY, SCAN, PUBLICLY DISPLAY OR REPRODUCE THEM IN ANY MANNER, with the exception of the heretofore mentioned (in Clause 3, above) usage as comps, until payment is made. THE USE OF THESE PHOTOS AS ARTIST'S OR PHOTOGRAPHER'S REFERENCE, AS WELL AS PROJECTION OF THE PHOTOS, IS SPECIFICALLY PROHIBITED. AFLO's catalog Images are available on a rights-protected basis only and, unless otherwise agreed to by us, are licensed for one-time, non-exclusive use; some Images may have already been used in the past, or may be used in the future, by other customers. The usage history in North America of each Image is available upon request. Your Invoice serves as your Copyright License; it will define the rights granted to you, and comes with the specifications, terms and conditions of use. Only after payment of such Invoice has been received by us may you then use our Images in accordance with its Terms. You agree not to transfer our images to any third party except for the purpose of reproduction authorized by our Invoice/Copyright license.

SPECIFICALLY PROHIBITED USAGE.

(a) Create any derivative use of an Image unless indicated on the Invoice;

(b) Use an Image in a manner that is defamatory, pornographic or obscene, whether directly or in context or juxtaposition with specific subject matter.

(c) Use an Image in any way that violates a depicted person's right of privacy or publicity;

(d) ARCHIVE, REPUBLISH or TRANSMIT an Image on any DATABASE without AFLO's prior written consent;

- (e) Copy or publish any of the Images to a network or bulletin board, or otherwise distribute or allow any of the Images to be distributed to, or used by, anyone other than the authorized users without prior written consent from AFLO;
- (f) Sublicense, re-license, rent or lease any of the Images;
- (g) Use any of the Images to promote a business that sells or licenses photographic images, or otherwise competes with AFLO in any manner;
- (h) Ship, transfer or export any of the Images into any country or use any of the Images in any manner prohibited by any export laws, restrictions or regulations.

UNAUTHORIZED USAGE.

Any unauthorized use of the copyrighted Images we have provided to you is a violation of the U.S. Federal Copyright Act of 1976 as well as various international agreements prohibiting unauthorized use of copyrighted materials. Since it is difficult to determine damages resulting from unauthorized usage, in the event you utilize an Image other than for the usage indicated on our Invoice/Copyright License, or utilize an Image without our permission and an Invoice/Copyright License to do so, we agree to forego our right to sue you for copyright infringement and you agree to pay us within ten (10) days of our billing, as liquidated damages, a sum equal to ten (10) times the normal price we would have charged had such use been authorized by us. If you fail to make such payment within ten (10) days, this liquidated damage provision shall be void and we shall have the right to sue you for copyright infringement and/or breach of contract, in which case we will seek all damages and remedies available, including attorney's fees and all associated costs.

RELEASES

No valid model, property or other releases exist for any Image unless the existence of such release is specified in writing by AFLO. You agree to indemnify and hold the Creator of each Image, as well as AFLO, harmless against all claims arising out of the use of any Images where the existence of release(s), rights, consents or permissions have not been specified in writing by us. Notes and abbreviations on Image mounts or labels are not intended as indicators of the existence of model or other releases. In any event, the limit of liability of AFLO shall be the sum paid to us per our Invoice for the use of the particular Image involved. AFLO gives no rights or warranties with respect to the use of names, trademark, logotypes, registered or copyrighted designs or works of art contained in any Image, and you must satisfy yourself that all necessary rights, consents or permission as may be required for reproduction are secured.

CREDIT LINE.

- (a) If non-editorial: If non-editorial: you agree to provide copyright protection by placing proper copyright notice on any use. Proper use may be either "Copyright c20__ Client Name" (which protects the whole and all of its component parts), or "Copyright c20__ AFLO FOTO AGENCY" adjacent to or within the Images (which protects the Images themselves).
- (b) If editorial: If editorial: Credit line in the form "Copyright c2_0__AFLO FOTO AGENCY" in type no smaller than that of related text must appear adjacent to or within the Images; omission of such a credit line in an editorial use shall be subject to an additional reproduction fee equal to 20% of the original amount invoiced to you.
- (c) Unless otherwise indicated by AFLO or on the mount or frame of a picture the copyright year of a picture is assumed to be the same year as the date of this license.

SAMPLES.

You agree to provide us with two (2) free copies of each use of Creator's Image(s) appearing in print; such copies shall be supplied to AFLO within fourteen (14) days of printing.

THESE PICTURES ARE VERY VALUABLE.

Some or all of the Images delivered to you may be duplicate photographic transparencies or prints, and it is costly and time consuming to replace them if they are lost or damaged. Accordingly, we both agree that the reasonable liquidated value of each lost or damaged transparency or print is one hundred fifty dollars (\$150.00). You agree to pay AFLO one hundred fifty dollars (\$150) for each lost or damaged transparency or print without requiring proof of value for each individual Image; AFLO agrees to limit our claim to that amount without regard to the actual value of the Image. This is a material part of this Contract and we agree to release the Images to you only if you expressly agree to abide by this liquidated damage provision. You agree to assume full liability for your employees, agents, assigns, messengers and freelance researchers for any loss, damage or misuse of the Images from the time you receive them until their safe receipt by AFLO.

DAMAGE IN SHIPMENT.

If you have been provided with transparencies or prints, we have inspected all the Images in this shipment prior to releasing them to you; please look them over carefully. IF ANY TRANSPARENCIES OR PRINTS HAVE BEEN DAMAGED IN SHIPMENT, CONTACT AFLO IMMEDIATELY. WE MUST HAVE NOTIFICATION WITHIN THREE BUSINESS DAYS OF YOUR RECEIPT TO AVOID CHARGING YOU FOR THE DAMAGED IMAGES.

RESPONSIBILITY FOR LOSS/DAMAGE.

You agree that you are solely responsible for any loss or damage to the Images we deliver to you, from the time you receive them until their safe return and delivery to AFLO. You further agree to indemnify us against any loss or damage to the Images, either while they are in your possession or in transit. This contract is NOT a bailment, and is specifically conditioned upon the Images we deliver to you being returned to AFLO in the same condition as delivered. You agree to assume an insurer's liability for the safe, undamaged and prepaid return of the pictures to AFLO by bonded messenger, air freight, courier service or registered mail (return receipt requested).

LOST IMAGES.

Any Images in print or transparency form that are not returned to us within ninety (90) days of delivery and for which you have not obtained a written extension approval shall be deemed lost and you agree to pay the fees specified in Clause 10 for them. Payment for lost Images does not entitle you to any ownership of, or reproduction rights to, the Images and, if subsequently found, they must be returned immediately to AFLO.

APPLICABLE FEES.

(a) SHIPPING FEES. You agree to pay for courier, express mail or any other delivery method used for the submission and return of our pictures.

(b) HOLDING FEES. Pictures leased for reproduction are to be returned by the sooner of thirty (30) days after publication or three (3) months after invoice date, whichever occurs first. You agree to pay us a HOLDING FEE of one dollar (\$1.00) per day per picture after the sooner of these periods until we receive the pictures.

PAYMENT POLICY.

Payment for the use of AFLO's Image(s) and/or other charges and services described on the front of this contract is to be made the sooner of next thirty (30) days from the Invoice date, or prior to usage, whichever occurs first. Thereafter, you agree to pay an additional one-time past due charge of \$20.00 (twenty dollars), as well as a service charge of one and one half percent (1.5%) per month (18% per annum) on the accrued unpaid balance. Late payments may be reported by AFLO to professional credit agencies, thus affecting your credit worthiness and ability to obtain loans.

CANCELLATION.

Should you decide not to use the Images described on the front of this contract, you must submit a written request to us to cancel this Invoice within thirty (30) days of the Invoice date. AFLO will honor such requests by cancellation of the Invoice. Cancellation requests are, at AFLO's discretion, subject to a cancellation fee of 30% of the reproduction fee indicated on this Invoice. All normal charges (research fee, shipping fee, etc.) shall be applicable to any picture request for which an Invoice is issued and subsequently cancelled by you. After 30 days there will be no cancellation for any reason whatsoever.

TIMELY PAYMENT REQUIRED.

Time is of the essence in the performance of your obligations to pay us. You have the right to reproduce an Image only when this Invoice/License is paid in full. Any reproduction before payment of Invoice constitutes an infringement of rights and a breach of this Contract entitling AFLO to rescind this License and rendering you liable for payment of damages. NO RIGHTS OF REPRODUCTION ARE GRANTED UNTIL PAYMENT IS RECEIVED BY AFLO.

VIRUSES; NO WARRANTY.

Although AFLO takes all reasonable care to prevent such occurrences, you agree that we cannot be held liable for viruses or any other form of damage that may be caused to your computer network, hardware or software by our delivery to you of digital files. Digital files are provided as is." AFLO makes no representation or warranty, either express or implied, including but not limited to any implied warranties of mechanicability, fitness for any purpose, non-infringement, quality of image, or compatibility with any computer hardware or other equipment, operating system or software program.

RETENTION OF DIGITAL FILES.

Digital files may be retained for sixty(60) days or until the date indicated on this Invoice. Unless this period is extended in writing by us, you must delete the Images from all electronic and removable media and destroy any other copy of the Images, except as licensed under this Contract. AFLO copyright information and Image identification number must be retained with the digital files while you retain them.

THIS IS IMPORTANT; PLEASE READ CAREFULLY:

Any and all disputes, with the exception of copyright claims, arising out of, under, or in connection with this Contract including, without limitation, the validity, interpretation, performance and breach thereof, shall be settled by arbitration in the city of Denver, Colorado pursuant to the rules of the American Arbitration Association. Judgment upon any award rendered may be entered in the highest State or Federal Court having jurisdiction. Any dispute involving five thousand dollars (\$5000.00) or less may be submitted without arbitration to any Court having jurisdiction. This Contract, its validity and effect shall be interpreted under and governed by the laws of the State of Colorado. If you are an agent for or an employee of a non-U.S. company but operate in a place of business in the United States or its territories you expressly agree that any dispute regarding this contract shall be adjudicated within the United States in the manner described herein.

While AFLO takes all reasonable care in the performance of this Contract generally, AFLO shall not be liable for any loss or damage suffered by you, your Client or by any third party arising from any defect in any picture or its caption or in any way from its reproduction.

Copyright claims shall be brought in the Federal Court having jurisdiction.

If we are caused to present claims or suit as a result of any breach of the above terms set forth, you shall make AFLO whole for such reasonable legal fees, costs and other related disbursements as may be incurred by us. You further agree to pay any legally permissible interest amounts that may be added onto a past due award payment, past due Invoice or judgment.

No action of ours, other than an expressly written waiver, may be construed as a waiver of any clause of this contract. In the event we waive any specific part of this contract, it does not mean we waive any other part. Should any of the above clauses be found unenforceable, that will not affect any of the other clauses and they will remain in full force and effect.

This agreement is not assignable or transferable on your part. This Contract contains all the terms of the agreement between us (AFLO) and you(the recipient of the Images) concerning delivery and use of Images. All rights that are not specifically granted to you herein are reserved for AFLO's use and disposition without any limitations whatsoever.

You agree that the above terms are made pursuant to Article 2 of the UNIFORM COMMERCIAL CODE and agree to be bound by same.

Alamy Royalty-Free End User Licence Agreement (EULA)

This is a legal agreement between you or your company, firm or other organisation ("you") and Alamy Limited ("Alamy"). Alamy has been appointed agent by its Contributors to grant this Licence on their behalf.

Please read this agreement carefully in its entirety before you download or use any image. By confirming the purchase of the Image(s) or downloading the Image(s) you have selected from this website you agree to be bound by the terms of this EULA (the "Agreement") and the Image usage restrictions contained herein. If you do not wish to accept the terms of this Agreement, please delete the unused Image(s) and notify Alamy by email to the following address: sales@alamy.com within ten days from the invoice date for a full refund.

Definitions

"Terms"

Means the terms and conditions set out in this Agreement and includes the terms contained in the Invoice. The terms contained in the Invoice replace those in this Agreement to the extent of any inconsistency.

"Contributor"

Means the owner(s) of the copyright in the Image(s) or their agent(s) who have submitted the Image(s) to Alamy.

"Alamy"

Means Alamy Limited.

"Invoice"

Means the computer-generated or pre-printed invoice provided by Alamy that may include, without limitation, details of the Images selected, any limitations on the Licence in addition to those specified herein, the key terms of the Licence and the corresponding price for the Licence. The terms contained in the Invoice shall be incorporated into this Agreement and all references to the Agreement shall include those terms.

"Image(s)"

Means the Image(s) you have selected which are identified on the Invoice or, in the case of a virtual CD, the CD which is identified on the Invoice.

"Licence"

Means the non-exclusive (unless otherwise stated in the Invoice) non-sublicensable right Alamy grants to you to use the Image(s).

"Reproduction"

Includes any form of copying or publication of the whole or part of any Image whether by printing, slide projection or other display (whether or not to an audience), electronic, digital or mechanical means, use as a reference by an artist or in an artist's illustration or by any other means. Reproduction further includes the copying or distortion or manipulation of the whole or part of any Image (for example, by computer, electronically, digitally by an artist or by any other means), even though the resulting image may not appear to a reasonable person to be derived from the original Image.

"Release"

Means a model or property release or any other release of a third party right or other permission which it is necessary or desirable to obtain in respect of any Image.

"Licence Fee"

Means any sum or sums payable to Alamy by you in respect of the Licence.

Contracting parties

The parties to this contract are Alamy and you. Alamy has been appointed agent by its Contributors to grant this Licence on their behalf.

Grant of rights and restrictions

Alamy grants to you a non-exclusive and non-assignable right to Reproduce the Image(s) on a worldwide and perpetual basis solely as part of the following (or as otherwise agreed in writing by Alamy):

advertising and promotional materials (including packaging);

online or other electronic distribution systems (including web page design, but subject to clause 3.8) up to a maximum resolution of 72 dpi;

broadcasts or theatrical exhibition;

any products (including for-sale products) or publications (electronic or print), subject to clause 3.8; and/or

materials for personal, non-commercial use and test or sample use, including comps and layouts.

Please note, not all of Alamy's Images have Releases. It is your responsibility to check that all necessary Releases have been secured (see clause 8.3 below).

You may alter, crop, manipulate and create derivative works from the Image(s).

The Image(s) may be shared by creating an image library, network configuration or other similar arrangement so long as no more than ten (10) individuals employed by the same entity have access to the Image(s) This is not a "simultaneous users licence", in other words you may not have more than ten (10) specific people access the Image(s) even if only ten (10) people are accessing the Image(s) at any particular time. For the Image(s) to be used by more than ten (10) individuals you must first contact Alamy to negotiate an extension of the Licence.

If you are an intermediary (for example an advertising agency) you may not sublicense, sell, assign, convey or transfer this Agreement or any of its rights under this Agreement but you may sub-license an Image as part of a derivative work (for example an advertisement) to your clients. Should your clients wish to incorporate the Image in their own work they should contact Alamy to purchase a licence.

The Image(s) as stored by you must retain the copyright symbol, the name of Alamy, the Image(s)' identification numbers and any other information as may be invisibly embedded in the electronic files containing the original Image(s).

The Image(s) may not be distributed by a mobile phone device in a way that would allow any third party to download, extract or access the Image(s) as a standalone file.

You must not incorporate Images (or any part of them) into a logo, trade mark or service mark. The Image(s) may not be sublicensed, resold or otherwise made available for downloading, use or distribution separately. For example, the Image(s) may be used as an integral part of a web page design, but may not be made available for downloading separately or in a format designed or intended for permanent storage or re-use by website users. Similarly, your customers may be provided with copies of the Image(s) as an integral part of work product, but may not be provided with the Image(s) or permitted to use the Image(s) separately.

If any Image featuring a model is used in (i) a manner that would lead a reasonable person to believe that the model personally uses or endorses a product or service, or (ii) if the depiction of the model in the Image would be unflattering or unduly controversial to a reasonable person, you must accompany each such use with a statement indicating that the person is a model and the Image is being used for illustrative purposes only.

Alamy may at any time hereafter notify you that certain Images are no longer available for use under this Agreement and upon such notification the Licence shall automatically and immediately terminate. Your sole remedy for any recalled Image shall be, at Alamy's discretion, the replacement of such recalled Image with another Image or refund of the Licence Fee to the extent attributable to such recalled Image.

Alamy does not warrant the accuracy of the captioning, keywording or any other information associated with the Image(s).

You may not use the Image(s) in a pornographic, defamatory, fraudulent, lewd, obscene or otherwise illegal manner, including but not limited to infringing any third party intellectual property or privacy rights, whether directly or in context or by juxtaposition with other materials.

You must abide by any restriction on use notified to you by Alamy before, after or at the time of delivery of the Image(s), either in the information accompanying the Image(s), the Invoice or otherwise.

Alamy, after reasonable notice, may inspect any records, accounts and books relating to the Reproduction of any of the Image(s) to ensure that the Image(s) are being used in accordance with this Agreement.

Copyright issues

No ownership or copyright in any Image shall pass to you by the issue of the Licence. Unless otherwise agreed in writing, if any Image is reproduced by you for editorial purposes (i.e., for any non-promotional purpose) you must include the credit line "(Photographer's or Agency's name)/Alamy", or any other credit line specified by Alamy. If a credit line is omitted then an additional fee equal to thirty percent (30%) of the original amount invoiced attributable to the Image in question shall be payable by you.

Warranty and limitation of liability

Alamy guarantees that should any Image have defects in material or workmanship and these are notified in writing to Alamy within thirty (30) days from the date of delivery of the Image then Alamy will either replace the Image with another digital copy of the Image free from defect or refund the Licence Fee paid by you to the extent attributable to the defective Image, at Alamy's option.

Alamy makes no other warranty, express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. Neither Alamy nor its contributors shall be liable to you or any other person or entity by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this Agreement for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Alamy, its servants or agents or otherwise) which arises out of or in connection with this Agreement, even if Alamy has been advised of the possibility of such damages, costs or losses. Alamy's maximum liability arising out of or in connection with your use of or inability to use the Image (whether in contract, tort or otherwise) shall, to the extent permitted by law, be limited to five (5) times the value paid by you for the relevant Image.

The terms of clause 5.ii shall not preclude any liability or claim for death or bodily injury or any claim arising from wilful default or gross negligence on the part of Alamy or any of its employees, agents or otherwise. Each provision of clause 5.ii is to be construed as a separate limitation (applying and surviving even if for any reason one or other of such provisions is held to be inapplicable, unreasonable or unenforceable in any circumstances) and shall remain in force notwithstanding the termination of this Agreement.

Payment

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3.2 You agree to indemnify beyond fotomedia and hold beyond fotomedia harmless against all claims arising out of any breach by you of this Agreement.

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5.2 The laws of the Federal Republic of Germany whose courts are the courts of exclusive jurisdiction govern this Agreement, save that beyond fotomedia shall have the right to bring proceedings in any jurisdiction to obtain injunctive or other relief against you in the event that, in the opinion of beyond fotomedia, such action is necessary or desirable. If you wish to use the Images in a manner not permitted under this License Agreement, please contact beyond fotomedia Anne Sarmiento + Michele Vitucci GbR at info@beyonfoto.com or by telephoning +49 (0) 89 71 00 04 94.

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Please read this agreement carefully.

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1. Definitions:

All capitalized terms shall have the meaning set forth in Section 24 herein (entitled "Defined Terms") and elsewhere in these terms and conditions.

2. Parties:

This Agreement is binding between Corbis and You. "You" means either: (a) the individual listed as the registrant of the Corbis account through which this Agreement and the license(s) granted hereunder are entered ("Registrant"), or (b) if Registrant is entering into this Agreement and the licenses granted hereunder for the benefit of, and/or as an agent on behalf of, Registrant's employer ("Employer") and/or a third party ("Principal"), then such Employer and/or Principal. If Registrant is entering into this Agreement and the licenses granted hereunder for the benefit of, and/or as an agent on behalf of Employer and/or Principal, then Registrant (a) represents and warrants that such Principal and/or Employer has authorized Registrant to enter into this Agreement, that the licenses granted hereunder are on that Principal's and/or Employer's behalf, that such Principal and/or Employer has agreed to be bound hereby and that Registrant has actual and express authority to act on behalf of and bind such Principal and/or Employer to the terms of this Agreement; (b) the Content and End Use is solely for the benefit of Employer, or Principal, and that Registrant will not use the Content or End Use for the benefit of any other person or entity without entering into a separate license with Corbis, and (c) Registrant will comply with all of the terms hereof and shall be jointly and severally liable for any breach of the terms of this Agreement by Principal and/or Employer. If Registrant requests any Corbis employee or contractor to facilitate Registrant entering into any license hereunder on behalf of Registrant and through use of Registrant's account, Registrant agrees to be bound by this Agreement.

3. License Grant:

(a) Generally: Any and all licenses granted by Corbis are conditioned upon (i) Your compliance with all provisions of this Agreement, and (ii) Corbis' receipt of full payment by You as identified in the applicable Invoice. Any and all license(s) granted to You hereunder and Your right to use the Content shall immediately terminate upon Your failure to comply with any provision of this Agreement or to make full payment when due, in which case Corbis shall be entitled to pursue all other remedies available under copyright and other laws.

(b) Rights Managed Content: Subject to the terms and conditions of this Agreement, and excluding the rights granted in Section 3(c) and 3(d) below, Corbis grants You a limited, non-exclusive right to use the Rights Managed Content licensed hereunder to create and exploit the End Use solely as specified in the Invoice, and expressly as limited in the Specific Content Web Pages and the terms and conditions herein. Corbis reserves all rights not specifically granted in this Agreement. Unless otherwise stated in the Invoice, the license granted hereunder for the applicable Rights Managed Content allows You to use the Rights Managed Content obtained hereunder for one year from the date the applicable Invoice is issued. Except where specifically permitted on the Invoice for the applicable Content, You may not distribute, publish, display or otherwise use in any way, the Rights Managed Content, including without limitation the End Use after the Term.

(c) Royalty-Free Content: Subject to the terms and conditions of this Agreement (including any applicable Invoices and Specific Content Web Pages), and regardless of the form in or media on which the Content is delivered to you (including, but not limited to electronic or online transmission, CDs or DVDs), Corbis grants You a limited, non-exclusive, perpetual and worldwide right (except as may otherwise be specified in the applicable Specific Content Web Pages and/or Invoice) to create and exploit the End Use for any purpose authorized under this Agreement. The rights granted under this Paragraph include the right to make the Royalty-Free Content available to ten (10) separate individuals (cumulatively over the Term) for the sole purpose of manipulating or otherwise using the Royalty-Free Content to create the End Use according to the terms provided herein ("Users"), in any and all media now known or hereafter devised. You must obtain an additional license and pay Corbis the applicable one-time flat fee in order to make the Content available to more than ten (10) Users.

(d) Comps: Subject to the terms and conditions of this Agreement (including any applicable Invoices and Specific Content Web Pages) Corbis grants You the right to use Comps solely for Your internal evaluation to determine whether You intend to obtain a non-Comp license for the Content. You may not use Comps in any manner except for internal evaluation of the applicable Content to determine whether You wish to apply for a license for Rights Managed Content or Royalty-Free Content. Unless otherwise stated in the applicable Invoice, the Term of the Comps license is sixty (60) days from the date of download or receipt. You may not copy, distribute, publish, display or otherwise use in any way the Comps after the Term without obtaining an appropriate Rights Managed Content license or Royalty-Free Content license for that Content. If You do not obtain such a license, upon expiration of the Term, You must destroy all copies of the Comps Content.

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(a) Corbis warrants that (subject to the restrictions and limitations contained in this Agreement): (i) subject to Section 10 below, the Content, as provided hereunder, and when used as authorized in this Agreement, will not infringe any copyright, trademark, moral right, right of privacy or right of publicity, or any other intellectual property right of any third party, (ii) it has sufficient rights to enter into this Agreement and grant You the rights provided herein; and (iii) the digital copy of the Content provided by Corbis to You will be free from defects in material and workmanship (but not visual artifacts inherent in the original Content) for ninety (90) days following delivery. Corbis will, as Your exclusive remedy for Your inability to use any Content as the result of such material and workmanship defects, provide You with a replacement of the digital copy of such Content or, in Corbis' sole discretion, refund any fee actually paid by You to Corbis, provided You have not made any use the Content. Except as may be provided in this Section 5(a), while Corbis makes efforts to use accurate caption information, Corbis does not warrant that such information is accurate. Corbis provides You with its online system on an "as is" basis without warranty of any kind, including warranty of continued access or availability or against interruption of service.

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EXCEPT FOR ANY LIABILITY WHICH CANNOT BY LAW BE EXCLUDED OR LIMITED, NEITHER CORBIS NOR ANY CORBIS SUBSIDIARY, SUCCESSOR, PREDECESSOR, PARENT, JOINT VENTURE, AFFILIATE, OFFICER, DIRECTOR, EMPLOYEE, CONTRACTOR, CONTENT SOURCE, LICENSOR OR LICENSEE SHALL BE LIABLE TO YOU OR ANY OTHER THIRD PARTY CLAIMING

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8. Your Indemnification of Corbis:

You agree to indemnify and hold harmless Corbis and its Content sources, officers, directors, employees, contractors, subsidiaries, joint ventures, licensors and licensees against all claims (including, without limitation, claims by third parties), liability, damages (including punitive damages), judgments, settlements, costs and expenses, including reasonable legal fees and expenses, arising out of or related to (i) Your breach of any terms, conditions or restrictions of this Agreement (including the terms, conditions and restrictions identified on the Invoice(s) and Specific Content Web Pages), (ii) Your use or modification of any Content, or combination of any Content, with any text or other content, (iii) Your failure to obtain from third parties all permissions necessary to use the Content, (iv) Content which Corbis has otherwise notified You not to license or otherwise use prior to the beginning of the Term of the license for such Content; and (v) any act or failure to act by You or any of Your employees, contractors, Employers, agents, clients, Principals, or Users

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Corbis agrees to indemnify and hold You harmless against all claims, liability, damages (except punitive damages), costs and expenses, including reasonable legal fees and expenses, awarded against You arising out of or related to Corbis' breach of the warranties to You as provided under Section 5 above. Notwithstanding the preceding, Corbis shall have no obligation under this Section 9 unless You provide Corbis with written notice within ten (10) days of Your receipt of any claim subject to indemnity and the right to defend or control the defense of such claim and shall not, in any case, have any obligation with respect to any claims covered under Section 8 above.

10. Releases and Clearances:

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You hereby agree to and are required to pay Corbis for all Content that You obtain under the terms of this Agreement, regardless of whether You use the Content (except as may be provided in Section 15 below entitled "Cancellation/Termination"). This may, as set forth in the applicable Invoice, include an obligation to pay Corbis a use based royalty and to submit an accounting or other records verifying Your use of the Content. Payment is due within thirty (30) days of the date the applicable Invoice is issued, or the date specified in the Invoice, whichever comes first. A late payment charge of one and one-half percent (1.5%) per month or the greatest amount allowed under applicable law may be added to any unpaid balance after thirty (30) days. The maximum amount permitted by state law shall be imposed on each returned check.

13. Footage-Specific Content (Footage Type):

All Footage is licensed by the "cut" unless specifically noted. A "cut" shall be defined as one continuous scene from camera start to camera stop. All "cuts" are licensed at a per second charge with a ten second minimum charge per "cut". Any multiple uses of any "cut", splitting of any "cut"; or speeding, slowing or freezing of any "cut" is subject to additional charges. If the Footage is licensed by the "second" instead of by the "cut", You shall pay for the actual running time of the Footage. Any duplicate usage of the Footage, freeze frames, or slow motion shall be calculated at the actual on-screen running time of the Footage. All Footage licensed by the "second" may be subject to minimums based upon the agreed per second rate.

14. Taxes:

You are responsible for the payment of all sales and use taxes, when applicable. Corbis does not accept resale certificates without prior written approval and at Corbis' discretion.

15. Cancellation/Termination:

(a) By You: If You cancel rights granted in the Invoice within seven (7) days from the date of the Invoice, You will be charged a fifty dollar (US\$50) transaction fee per Image or Footage Clip. If the cancellation notice is received more than seven (7) days, but less than thirty (30) days after the Invoice date, a cancellation fee equal to fifty percent (50%) of the amount of the Invoice will be charged. After thirty (30) days, no cancellations will be accepted and You are responsible for and must pay the full amount of the Invoice. For any cancellations, You must also pay any and all service charges, production fees, processing and handling fees and shipping fees. All licenses applicable to the cancellation shall immediately terminate upon cancellation. All cancellations are final.

(b) By Corbis: Corbis may, without further obligation or any liability to You or any other person or entity, terminate this Agreement and Your license to use the Content by written notice in the event You fail to comply with any provision of this Agreement. Upon any termination, cancellation or expiration of this Agreement, neither You nor any other person or entity covered by the license granted to You under this Agreement shall have any further right to make any use of the Content.

16. Copies:

At Corbis' reasonable request, You shall provide to Corbis free of charge one (1) copy of any use made of the Content as authorized hereunder.

17. Storage of Content:

In producing the End Use authorized hereunder, You shall limit access to the Content to those having a bona fide need to facilitate production or creation of any such authorized End Use. Upon termination and/or expiration of the Term of this Agreement, You agree to cease use of all Content and shall promptly delete or destroy any digital copies, except that You may retain one copy of the permitted work You create incorporating the Content solely as necessary for archival purposes.

18. Protection of Content:

If use of Content is permitted on the Internet, or any other online or interactive media, You shall use Your best efforts to protect the Content to ensure that it cannot be copied, and in the case of Footage, ensure that it remains in the linear production for which it was licensed and cannot be searched by shot and downloaded in broadcast or substantially comparable quality.

19. Credit Line and Copyright Notice:

In the case of Images, for editorial uses, You shall include a copyright notice and credit adjacent to each Image (in the format: "© photographer's name/Corbis" or as specified on the Specific Content Web Page) with each publicly distributed Image. Receiving credit is a material aspect of the Agreement for Corbis, and in editorial uses of Images, You agree to pay triple the invoice amount if You do not provide such proper credit and copyright notice. For commercial uses, You agree to pay double the invoice if You fail to include the credit described above when such crediting is customary and appropriate. In the case of Footage, You shall provide copyright attributions to Corbis in the production, and on-screen credits as specified in the invoice, equal in all respects to any credit accorded to any other provider of comparable services.

20. Corbis Trademarks:

Except for credits as required above, You may not use the trademarks or service marks of Corbis without Corbis' prior written consent.

21. Choice of Law / Jurisdiction / Attorneys' Fees:

Any dispute regarding this Agreement shall be governed by the laws of the State of New York, and by Titles 15, 17 and 35 of the U.S.C., as amended, and the parties agree to accept the exclusive jurisdiction of the state and federal courts located in New York, New York, regardless of conflicts of laws. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed. The parties hereto confirm that it is their wish that this Agreement as well as any other documents relating hereto, including notices, has been and shall be written in the English language. In any dispute between Corbis and You for breach of this Agreement where Corbis prevails, Corbis shall be entitled to recover its reasonable attorneys' fees, legal expert fees, court costs, and other legal expenses.

22. Confidentiality:

During this Agreement, Corbis may provide You with certain pricing, technical, marketing and other confidential information. You acknowledge that such confidential information encompasses valuable trade secrets and is proprietary to Corbis. You agree that You will maintain the confidentiality of any "confidential information" that Corbis may provide to You, and You shall not use or disclose the same without the prior written consent of Corbis. "Confidential information" includes any information that is either designated as confidential by Corbis or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as confidential by You.

23. Survival:

Sections 2, 3(a), 4, 5, 8, 10, 11, 12, and 14 - 25 shall survive termination or expiration of the Agreement.

24. Defined Terms:

"Agreement" means, collectively, the terms and conditions (i) herein, (ii) in the Invoice(s) and (iii) in the Specific Content Web Page(s) applicable to the Content licensed hereunder, all of which are incorporated into this Agreement by this reference.

“Comps” means Content licensed without a fee solely for Your internal evaluation to determine whether the Content is appropriate for Your intended use as either Rights Managed Content or Royalty-Free Content.

“End Use” means the final work product created with the Content as authorized hereunder and excluding Comp uses.

“Images” and “Footage” mean all images and footage clips, respectively, and related informational materials in any medium obtained from or furnished by Corbis hereunder, including without limitation related metadata, text, captions, or information.

“Rights Managed Content” means Content licensed for a fee on a per-use basis and expressly designated as “Rights Managed” or “RM” by Corbis.

“Royalty-Free Content” means Content licensed for an unlimited number of uses for a one-time flat fee and expressly designated as “Royalty-Free” or “RF” by Corbis.

“Term” means: (1) with respect to each license granted hereunder, the term specified herein or in the applicable Invoice and/or Specific Content Web Page, unless earlier terminated as provided herein and, (2) with respect to this Agreement, the term shall end on the earlier to occur of (i) termination or cancellation of this Agreement as provided herein or (ii) the expiration of all licenses issued under this Agreement.

25. Miscellaneous:

This Agreement and any listed restrictions constitute the entire agreement between the parties with respect to the subject matter hereof and merge all prior and contemporaneous communications. This Agreement shall not be modified except by a written agreement signed by duly authorized representatives of Corbis, provided that no purchase order or similar document issued by You shall modify this Agreement even if signed by Corbis. If Corbis’ performance of any of its obligations hereunder is delayed by labor dispute, war, governmental action, acts of terrorism, flood, fire, explosion, other act of nature, the public enemy, or any other matter not within Corbis’ reasonable control, then the date for performance shall be extended by the time of such delay. If any provision of this Agreement is found invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable according to its terms. Accordingly, the parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable and in such manner as comes closest to the intentions of the parties to this Agreement as is possible. This Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns, except that You may not assign or transfer this Agreement without Corbis’ prior written consent.

Cultura Images - Royalty Free End User Licence Agreement (hereinafter called “the Agreement”)

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- 1.2 If you are entering into this Agreement on behalf of your employer, the licence granted and restrictions and limitations recited herein apply to your employer as well as to you as a representative of your employer. Should you cease working for your employer, your employer may continue to operate under this Agreement.
- 1.3 This Agreement grants you certain rights to use the image and associated data (together herein defined as the “Image”).
- 1.4 You may not utilise the Image in any manner that is not expressly permitted in this Agreement. All rights not specifically granted under this Agreement are retained by the Licensor. No ownership, copyright or other intellectual property rights in any Image shall pass to you whatsoever.

2. GRANT OF LICENCE

- 2.1. Subject to all other provisions of this Agreement, you have the non-exclusive, non-transferable, non-licensable, worldwide and perpetual right to store, use copy or publish the

whole or part of the Image an unlimited number of times in any and all media for the following purposes:

- 2.1.1. Advertising and promotional materials;
 - 2.1.2. Broadcast and theatrical exhibitions;
 - 2.1.3. Print publications and physical images; and
 - 2.1.4. Electronic publications, including website design up to a maximum resolution of 72dpi
PROVIDED THAT you may not use the Image in any commercial products where the Image makes up a significant part of the re-sale value of the product (for example, but without limitation, the use of the Image in any postcards, posters and calendars).
- 2.2. You have the right to have the Image reproduced by your subcontractors provided that you ensure that such subcontractors agree to abide by the provisions of this Agreement and provided that you fully and effectively indemnify the Licensor in relation to any costs, expenses, penalties, damages or losses incurred by the Licensor and arising out of a breach by such subcontractor of any provision of this Agreement.
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 - 2.5. You may store the Image in a digital library, network configuration or similar arrangement to allow the Image to be solely and exclusively viewed by your employees, partners and clients, but under no circumstances may the Image be copied or published to any other network or bulletin board, nor may the Image ever be used by more than 10 users (unless a separate seat licence is purchased for each additional user before such additional use begins).
 - 2.6. Unless otherwise expressly provided in this Agreement, you may not sublicense, sell, assign, convey or transfer this Agreement or any of your rights and obligations under this Agreement but you may sell or sublicense derivative works incorporating the Image, however you may not include the Image in an electronic template intended to be reproduced by third parties on electronic or printed images.
 - 2.7. You may not sell, licence or distribute any derivative work containing the Image in a way that would allow a third party to download, extract or access the Image as a standalone file.
 - 2.8. Images shall not be incorporated into a logo, trademark or service mark.
 - 2.9. You may not post the Image online in a downloadable format or enable it to be distributed via mobile telephone devices.
 - 2.10. If any Image featuring a model is used in (i) a manner that would lead a reasonable person to believe that the model personally uses or endorses a product or service; or (ii) connection with a subject that would be unflattering or unduly controversial to a reasonable person, then you must accompany each such use with a statement that indicates that the person is a model and the Image is being used for illustrative purposes only.
 - 2.11. The Image may not be used in a pornographic, defamatory, libellous or otherwise illegal manner, whether directly or in context or juxtaposition with other materials.
 - 2.12. The Image may not be used directly or indirectly to promote, advertise or market any business that sells, licences or distributes photographic images or used in any other manner whatsoever that could be considered to be competing with any of the business of the Licensor.
 - 2.13. You must retain the copyright symbol, the name of the Licensor, the Image's identification number and any other information as may be invisibly embedded in the electronic file containing the original Image.
 - 2.14. You must abide by any restriction on use notified to you by the Licensor before or at the time of or following delivery of the Image, either in the information accompanying the Image or otherwise.

- 2.15. If the Image is used in an editorial manner, you must include the following credit adjacent to the Image: "Photographer's name/ Licensor".
- 2.16. While efforts have been made to correctly caption the subject matter of the Image, the Licensor does not warrant the accuracy of such information.
- 2.17. You must not do or authorise any third party to do any act which would or might invalidate or be inconsistent with any copyright or other intellectual property rights in relation to the Image, and you shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect or character.
- 2.18. You must immediately and fully notify the Licensor of any actual, threatened or suspected infringement of any copyright or other intellectual property rights in relation to the Image which comes to your notice and of any claim by any third party so coming to your notice that the licensing of the Image infringes any rights of any other person. You shall, at the request of the Licensor, do all such things as may be required to assist the Licensor in taking or resisting any proceedings in relation to any such infringement or claim.

3. **WARRANTY**

The Licensor makes no warranty, express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose whatsoever. Neither the Licensor nor its agents shall be liable to you or any other person or entity for any special, indirect, consequential, incidental or other damages arising out of this licence or otherwise.

4. **INDEMNIFICATION**

You shall defend, indemnify and hold harmless the Licensor and its agents and their respective officers, directors and employees from all damages, liabilities, costs, penalties and expenses (including legal fees) arising out of or as a result of claims by third parties relating to your use of any Image outside the scope of this Agreement or any other breach by you of this Agreement.

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5.1 All copyright and other intellectual property rights to the Image are protected by copyright and other intellectual property laws, international treaty provisions and other applicable laws. The Licensor and its own superior licensors retain all rights not expressly granted by this Agreement. The Image is licensed only to you or your employer if you are licensing on behalf of your employer. However, this Agreement and the licence to use the Image may be transferred to another person or legal entity if the following conditions are met: you, or your employer if you are licensing on behalf of your employer,

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- 5.5 If one or more of the provisions contained in the Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be revised only to the extent necessary to make them enforceable.
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Waiver. No action of ECI, other than express written waiver, may be construed as a waiver of any provision of this Agreement. A delay on the part of ECI in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single or partial exercise by ECI of any such rights or remedies will not preclude other or further exercise of that right or remedy. A waiver of a right or remedy by ECI on any one occasion will not be construed as a bar to or waiver of rights or remedies on any other occasion.

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9. ENTIRE AGREEMENT

This Agreement supersedes all prior representations, arrangements, negotiations, understandings and agreements between the parties, both written and oral, relating to the subject matter hereof and sets forth the entire, complete and exclusive agreement and understanding between the parties hereto relating to the subject matter hereof. This Agreement may only be amended by written agreement. Such provisions of this Agreement that, by their nature, would be expected to survive termination of this Agreement shall survive any such termination. You shall not assign this Agreement in whole or in part without novoimages' approval. novoimages may assign this Agreement without your approval.

10. BREACH

In the event of any breach of this Agreement by You, You agree to indemnify novoimages and hold novoimages harmless against all claims arising out of any breach by You of this Agreement.

Royalty Free End User Licence Agreement - OJO Images Limited

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This Agreement will be governed in all respects by the laws of the State of New York, without reference to its laws relating to conflicts of law. Licensee agrees that the Circuit or County Court of the State of New York for New York County and the United States District Court for the Southern District of New York located in New York City are the agreed and appropriate forums for any such suit, and consent to service of process by registered mail or overnight courier with proof of delivery. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. If COMPANY is obligated to go to court to enforce any of its rights, the Licensee agrees to reimburse COMPANY for its legal fees and disbursements if COMPANY is successful.

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I accept

I do not accept

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- D. The user remains responsible and shall act as guarantor for the third party vis-à-vis PhotoAlto with regard to respecting the terms herein.

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- B. Reproduce the CD-ROM as is, its contents or part of its contents for commercial purposes. The user is hereby informed that unauthorized commercial use will result in the user being civilly and/or criminally liable for infringement of copyright.
- C. Reproducing or providing the CD-ROM or any part of its contents to more than 20 people, notably through duplication of the files or by making them available via an Internet, Intranet network, extranet, or through file sharing.
- D. Create a scandalous, obscene or immoral work using the photographic images contained in the CD-ROM.
- E. Distribute or sell the photographic images contained in the CD-ROM by associating them with another product in competition with the CD-ROM.
- F. Use the photographic images relating to any identifiable persons, goods or entities in any way likely to bring the image of such persons, good or entities into disrepute, in particular by conferring upon them anything of a scandalous, obscene or immoral or similar nature, or which might suggest any link or association with any product, service or concept, by giving them a polemical, unfair, parasitical or defamatory nature.
- G. Crop individual people from groups larger than 4 persons and use them as an individuals in your design.
- H. Rent, sell, lend or otherwise grant rights to the CD-ROM outside of the cases referred to above.
- I. This license entitles the user to the copyright of the photographs and the image rights of the models photographed. The user may not, however, use or reprocess the images in such a way that

they might infringe tangible or intangible property rights (e.g. reframing a monument in close-up). In consequence whereof, the user is fully liable for any use he may make of the photographic images which may require specific permission from third parties in respect of any tangible or intangible property rights which may be claimed and which are expressly excluded from the terms of this license. J. PhotoAlto declines all responsibility relative to any use of these photographs, which could constitute an infringement on the rights of third parties.

K. In the event of doubt, the user may contact PhotoAlto at the above address (art.1).

4 - Photographer:

Pursuant to the provisions of Articles L 121-1 et seq. of the French Intellectual Property Code, all use of the photographic images is subject to the citation of the photographer/PhotoAlto.

5 - Duration:

This User's License shall remain in full force and effect throughout the entire duration of use of the CD-ROM. It shall be terminated in the event the user does not comply with the terms and conditions hereof. Upon expiration of this License Agreement, the user hereby agrees to destroy all copies he has made of the CD-ROM.

6 - Warranty:

PhotoAlto hereby guarantees the workmanship of this product for 90 days as of the date of purchase. In the event of faulty workmanship or a manufacturing defect, PhotoAlto hereby guarantees that it will replace any defective products which are returned to the address indicated in this Agreement.

7 - Disclaimer of warranty and liability

The CD-ROM is provided as is, under the guarantees provided above. All risks related to the results or performance of the CD-ROM are assumed by the user.

8 - This English-language contract is a translation; in the event of any dispute, the contract having precedence is the original contract written in French.

9 – Refund and Return Policy: All images downloaded are FINAL. Any refund, order cancellation or exchange request made after downloading the image(s) will be granted solely at the discretion of PhotoAlto. The downloading of the image(s) by the Licensee constitutes an agreement to these conditions. No returns of opened software will be permitted. Merchandise will only be exchanged upon the return of the original damaged merchandise.

For a licensing contract application of additional rights (paragraph 3-3), please contact PhotoAlto at info@photoalto.us.

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Photononstop

LA PHOTOTHEQUE S.A., registered tradename PHOTONONSTOP is a French *Société Anonyme*, registered company at the Companies' registry of Paris under number RCS 340227 552 Paris B, capital of Euros 250,000, with principal offices at 10, passage de la Main d'Or, 75011 Paris. ONOKY is a Royalty Free brand, property of the French legal company PHOTONONSTOP.

1: TERMS OF AN AGREEMENT FOR THE GRANT OF RIGHTS

Before using any ONOKY "Products" either it being CDs or single images taken from CDs or Photononstop or any of its official distributor's website or authorised distributors directly, the following terms and conditions should be read carefully.

In breaking the CDROM seal, or in downloading photographs from a PHOTONONSTOP distributor featuring ONOKY products, you are acknowledging that you have read the agreement, accepted it, and that you subscribe to the agreement for the grant of rights, which it contains.

If you do not agree with all the above, please refrain from all use, and return the CD/DVD to your distributor together with the accompanying material in the original packaging, so that you may be reimbursed, or click on the icon « cancel order » from the website.

If you are acting on behalf of your employer, the agreement herein will be concluded with them and yourself in your capacity as proxy.

If you stop working for your employer, the present agreement will only continue to operate with your employer.

2: GRANT OF RIGHTS

PHOTONONSTOP grants you or your employer (if the assignment is made on behalf of your employer), the right to use any ONOKY "Products" which is the subject of the agreement, from your personal computer according to the terms and conditions herein.

3: TERMS OF THE LICENSE

3.1 The ONOKY "Products" must be used for a fixed purpose, that is to say, personal / nonpersonal production, commercial / non-commercial, for any product.

They may in no circumstance be the subject of a retro-cession, a licence, a negotiation, or distribution, separate from this production.

3.2 You are at liberty to reproduce the digital photographs, subject of the present agreement, through any medium of your choice, for information purposes, illustration purposes, or promotional purposes.

3.3 However, you are prohibited from de-compiling or reproducing CDs, which come under the terms of this agreement. You are prohibited in providing the ONOKY "Products" through a download service on the Internet (FTP, WAP or any other mean, known or unknown).

3.4 You are prohibited in using ONOKY « Products » as significant elements of commercial products including postcards, greeting cards, calendars and stickers.

3.5 You are prohibited from using the ONOKY "Products" in any ways that might prove detrimental to the moral rights of their authors/models.

3.6 Any use of the ONOKY "Products", subject of the agreement, for pornographic purposes or for purposes which might undermine the dignity or the reputation of someone else, or which might be contrary to legal and regulatory provisions, is prohibited.

3.7 The rights above are granted to you on a non-exclusive basis, and for an unspecified period, subject to use in accordance with the stipulations of the present agreement.

3.8 The rights that you possess in the present agreement are personal to you and may not be retro ceded.

3.9 PHOTONONSTOP and its official representatives retain all the rights to the ONOKY "Products", not expressly assigned within the context of the present agreement.

4: GUARANTEE

PHOTONONSTOP guarantees its ONOKY "Products" against any fault of manufacture, for a period of three (3) months effective from delivery.

Neither PHOTONONSTOP or any of its official distributors or licensors may be held responsible for you, or any other physical person in the event of any indirect, consequential or incidental damages caused by the use of these "Products" under any circumstance.

If you accept this Agreement it is understood that you obtain all necessary rights, model releases or consents which may be required for reproduction and use of the « Products ». PHOTONONSTOP makes no warranties with regard to the use of names, people, buildings, trade marks or copyright material depicted in any Image, or to the accuracy of any metadata, including, but not limited to, keywords and captions, with any Image. Make sure you have checked the quality of the «Product » you intend to use for possible defects before sending the « Product » for reproduction.

PHOTONONSTOP shall not be liable for any loss or damage suffered by you or any third party arising from any alleged or actual defect in any « Product » or its metadata or in any way from its reproduction.

This guarantee is explicitly restricted to reimbursement of the purchase price of the faulty medium or to its replacement, to the exclusion of any other guarantee, such as the suitability between the photographs and the use or the implementation being considered, this example not being restrictive.

5: LIABILITY

You are solely responsible for yourself or to a third party, for any damage, general or particular, direct or indirect, arising from the agreement or its fulfilment, and especially from the use of "Products". You are also solely responsible for respecting the personal rights and copyright of people or goods listed on the said "Products".

6: CANCELLATION

6.1 PHOTONONSTOP reserves the right to suspend the marketing of rights to any ONOKY "Products" for whatever reasons, and/or to replace any photograph by another. You accept in similar circumstances to cease all use of the photograph in question without recourse to compensation nor claim.

6.2 PHOTONONSTOP reserves the right to undertake any appropriate legal proceedings if the provisions of the agreement are breached.

7: APPLICABLE LAW - ALLOCATION

The agreement is subject to the provisions of French law.
For the purposes of the execution of the present document, the PARIS Tribunal de Commerce Court is granted competence.

Phototake Royalty-Free License Agreement

THIS LICENSE AGREEMENT IS A LEGAL AND BINDING AGREEMENT ("AGREEMENT") BETWEEN YOU THE USER ("LICENSEE") AND PHOTOTAKE, INC ("COMPANY"). THIS LICENSE AGREEMENT APPLIES TO LICENSES ISSUED VIA THE WEB AND VIA PHYSICAL DELIVERY ON A CD-ROM PRODUCT OR OTHER DIGITAL STORAGE MEDIA (THE "AGREEMENT"). IMAGES LICENSED VIA THE WEB MAY NOT BE RETURNED OR REFUNDED. THE TERM "LICENSEE" INCLUDES THE CLIENT IF THE BUYER IS ACTING ON BEHALF OF THE CLIENT AND PROVIDES THAT BOTH BUYER AND CLIENT ARE JOINTLY AND SEVERALLY LIABLE TO COMPANY UNDER THE AGREEMENT.

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Subject to the terms of this License Agreement, COMPANY grants Licensee a perpetual, worldwide, non-transferable, non-exclusive right to reproduce, transmit and display, in whole or in part, COMPANY'S Royalty Free Image(s) an unlimited number of times, in any and all media for the Permitted Uses described below. All other rights to the Image(s) including without limitation, copyright and all other rights, are retained by COMPANY. All rights not specifically granted are retained by COMPANY.

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Any print media, including advertising and promotional materials, editorial publications and consumer merchandise produced for one End-User;
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Sell, license or distribute its final product in such a way that permits Licensee's end users to extract or access the Images as a stand-alone file.
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Use any of the Images in any manner prohibited by any export laws, restrictions or regulations.

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If any Image featuring a model is used in a manner that would lead a reasonable person to believe that the model personally uses or endorses a product or service, or if the depiction of the model is used in connection with a subject that would be unflattering, embarrassing or unduly controversial to a reasonable person, Licensee must accompany each such use with a **conspicuous** statement that indicates that the person is a model and the Image is being used for illustrative purposes only. These requirements are without prejudice to the obligations of the COMPANY regarding use of the Images contained elsewhere throughout this Agreement.

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7. Indemnity

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Licensee may have additional rights under state law.

9. Payment Terms

No licenses are granted until full payment of COMPANY'S invoice is received. Unless credit terms have specifically been agreed directly between COMPANY and the Licensee, Payment of COMPANY'S invoices must be received on the sooner of thirty (30) days of its date net, without any discounts, or prior to the publication of any Image. The licensee agrees to pay COMPANY a service charge of five [5%] percent per month on any unpaid balance after this time period for the use of the Image.

Any disputes concerning the invoice must be submitted in writing, within three [3] business days of the invoice date, or the licensee shall be deemed to have accepted the invoice as issued.

10. Cancellation Policy for Royalty-Free Images

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In the event that the licensee utilizes any Image without or prior to the granting of a license, COMPANY reserves the right to seek damages through legal channels unless, within five (5) business days of notification by Company, the licensee agrees to reimburse COMPANY, as liquidated damages, a sum equal to five (5) times the Company's highest fee by file size for the Image(s) that were used.

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14. Severability

If one or more of the provisions contained in the Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be reformed only to the extent to make it enforceable.

15. Choice of Law/Attorney's fees

This Agreement will be governed in all respects by the laws of the State of New York, without reference to its laws relating to conflicts of law. Licensee agrees that the Circuit or County Court of the State of New York for New York County and the United States District Court for the District of New York located in New York City are the agreed and appropriate forums for any such suit, and consent to service of process by registered mail or overnight courier with proof of delivery. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. If COMPANY is obligated to go to court to enforce any of its rights, the Licensee agrees to reimburse COMPANY for its legal fees and disbursements if COMPANY is successful.

16. Waiver

No action of COMPANY, other than express written waiver, may be construed as a waiver of any provision of this Agreement.

17. Entire Contract

This contract contains all the terms of the license agreement and no terms or conditions may be added or deleted unless made in writing and signed by an authorized representative of both parties. In the event of any inconsistency between the terms contained herein and the terms contained on any purchase order or other writing sent by Licensee, the terms of this Agreement shall govern.

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2.6 Except as specifically provided in the previous paragraph, the Images may not be shared or copied and you may not create a network of servers, either with or without a central location to enable others to share the Images.

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2.9 The Images may not be used for any pornographic, unlawful purpose or use or to defame any person or violate any person's right of privacy or publicity or to infringe upon any copyright, trade name, trademark or service mark of any person or entity. Advance written permission from Pixtal is required for use of Images for sensitive subjects, including without limitation, topics that may depict the subject matter of an Image in a negative or unfavourable light or subject persons to ridicule, and topics regarding all sexual issues, substance abuse, physical or mental abuse, alcohol, drugs, tobacco, AIDS, cancer or serious physical or mental ailments, or the disparagement of a person or product.

2.10 Upon notice of discontinuance of a license for any particular Image, you agree not to use such Image in the future. To the fullest extent permitted by law, your sole remedy for any recalled Image shall be, at Pixtal's sole discretion, the replacement of such recalled Image with another Image or the refund of any license fee paid attributable to such recalled Image.

2.11 If the Images are used in an editorial manner, you must include the following credit adjacent to the Images: "© Pixtal"

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IV. Limited Warranty and limitation of liability

4.1 Pixtal warrants that: it has all necessary rights and authority to enter into and perform this Agreement; ii) any Disk Product will be free from defects in material and workmanship for ninety (90) days from delivery. The Client's sole and exclusive remedy for a breach of this warranty is the replacement of the Disk Product or refund of the purchase price, at Pixtal's sole option. **PIXTAL GRANTS NO RIGHTS AND MAKES NO WARRANTIES WITH REGARDS TO THE USE OF NAMES, TRADEMARKS, TRADE DRESS, DESIGNS OR WORKS OF ART OR ARCHITECTURE DEPICTED IN ANY IMAGE, AND YOU MUST SATISFY YOURSELF THAT ALL THE NECESSARY RIGHTS AND**

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V. Waiver

5.1 No action of Pixtal, other than express written waiver, may be construed as a waiver of any provision of this Agreement. A delay on the part of Pixtal in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single or partial exercise by Pixtal of any such rights or remedies will not preclude other or further exercise of that right or remedy. A waiver of a right or remedy by Pixtal on any one occasion will not be construed as a bar to or waiver of rights or remedies on any other occasion.

VI. Severability

6.1 Should any provision of this Agreement be found invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected and shall remain in full force and effect. Such provisions shall be revised only to the extent necessary to make them enforceable.

VII. Entire Agreement

7.1 This Agreement contains all the terms of the license agreement for the Royalty Free products and no terms or conditions may be added or deleted unless made in writing and signed by an authorized representative of both parties. In the event of any inconsistency between the terms contained herein and the terms contained on any purchase order or other communication sent by you, the terms of this Agreement shall govern.

VIII. Law and Venue

8.1 This Agreement, and all matters collateral thereto, shall be governed by and construed in accordance with the laws of Spain, excluding the application of its conflicts of law rules, and any dispute arising hereunder shall be litigated solely in a court of competent jurisdiction in Barcelona, Spain. Notwithstanding the foregoing, this provision shall not prevent Pixtal, from addressing any competent court, tribunal or venue to which it might be entitled, in order to seek for interim measures or any other legal remedies.

8.2 This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed.

The terms of this Agreement shall supersede and replace any other terms of use which may be included in any prepackaged Disk Product delivered to you.

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The license contained in this Agreement will terminate automatically without notice from Tetra if Licensee fails to comply with any provision of this Agreement. Upon termination, Licensee must immediately (i) stop using the Images, (ii) destroy or, upon the request of Tetra, return the Images to Tetra, and (iii) delete or remove the Images from Licensee's premises, computer systems and storage (electronic or physical).

13. Revocation

Tetra reserves the right to revoke the license to use any Images for good cause and elect to replace such Image with an alternative Image. Upon notice of any revocation of a license for any Images/footage, Licensee shall immediately cease using such Images/Footage, shall take all reasonable steps to discontinue use of the replaced Images in products that already exist and shall inform all end-users and clients of same.

14. Severability

If one or more of the provisions contained in the Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be reformed only to the extent to make it enforceable.

15. Choice of Law/Attorneys' Fees

If Licensee is located within the United States of America, then this Agreement will be governed in all respects by the laws of the State of New Jersey, without reference to its laws relating to conflicts of law. Licensee agrees that the Circuit or County Court of the State of New Jersey for Hudson County and the United States District Court for the District of New Jersey located in Newark are the agreed and appropriate forums for any such suit, and consents to service of process by registered mail or overnight courier with proof of delivery.

If Tetra is obligated to go to court to enforce any of its rights, the Licensee agrees to reimburse Tetra for its legal fees and disbursements if Tetra is successful.

If Licensee is located outside of the United States of America, and Licensee obtained the Images from an authorized Tetra distributor rather than directly from Tetra, then this Agreement will be governed in all respects by the applicable and relevant national, regional and/or local laws and statutes of the country, region, city and/or township in which Licensor's authorized distributor is located.

The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement.

16. Waiver

No action of Tetra, other than express written waiver, may be construed as a waiver of any provision of this Agreement.

17. Entire Contract

This contract contains all the terms of the license Agreement and no terms or conditions may be added or deleted unless made in writing and signed by an authorized representative of both parties. In the event of any inconsistency between the terms contained herein and the terms contained on any purchase order or other writing sent by Licensee, the terms of this Agreement shall govern.

I accept

I do not accept

End User License Agreement UpperCut Images Royalty-Free

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If any Image featuring a model is used in a manner that would lead a reasonable person to believe that the model personally uses or endorses a product or service, or if the depiction of the model is

used in connection with a subject that would be unflattering, embarrassing or unduly controversial to a reasonable person, Licensee must accompany each such use with a conspicuous statement that indicates that the person is a model and the Image is being used for illustrative purposes only. These requirements are without prejudice to the obligations of the UpperCut Images regarding use of the Images contained elsewhere throughout this Agreement.

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8. Warranties and Limitation of Liability

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Licensee may have additional rights under state law.

9. Payment Terms

No licenses are granted until full payment of invoice is received. Unless credit terms have specifically been agreed directly between Distributor and the Licensee, Payment of invoices must be received on the sooner of thirty (30) days of its date net, without any discounts, or prior to the publication of any Image. The licensee agrees to pay a service charge of 3 % percent per month on any unpaid balance after this time period for the use of the Image.

Any disputes concerning the invoice must be submitted in writing, within fifteen (15) business days of the invoice date, or the licensee shall be deemed to have accepted the invoice as issued.

10. Cancellation Policy for Royalty-Free Images:

All cancellations must be advised in writing within 15 days of the date of the invoice.

11. Copyright Infringement and Liquidated Damages

In the event that the licensee utilizes any Image without or prior to the granting of a license, UpperCut Images reserves the right to seek damages through legal channels unless the licensee agrees to reimburse UpperCut Images, as liquidated damages, a sum equal to five (5) times the market value price charged for such use of a Royalty-Free image.

If the licensee fails to make the payment as outlined above, within ten (10) days of UpperCut Images' invoicing such fee, this liquidated damage provision shall be void and UpperCut Images reserves the right to sue for copyright infringement, including attorneys' fees and all associated costs.

12. Termination

The license contained in this Agreement will terminate automatically without notice from UpperCut Images if Licensee fails to comply with any provision of this Agreement. Upon termination, Licensee must immediately (i) stop using the Image(s), (ii) destroy or, upon the request of UpperCut Images, return the Images to UpperCut Images, and (iii) delete or remove the Images from Licensee's premises, computer systems and storage (electronic or physical).

13. Revocation

Licensor reserves the right to revoke the license to use any Image(s) for good cause and elect to replace such Image with an alternative Image. Upon notice of any revocation of a license for any Image(s), Licensee shall immediately cease using such Image (s), shall take all reasonable steps to discontinue use of the replaced Image(s) in products that already exist and shall inform all end-users and clients of same.

14. Severability

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15. Choice of Law/Attorney's fees

This Agreement will be governed in all respects by the laws of the State of New York, without reference to its laws relating to conflicts of law. Licensee agrees that the Circuit or County Court of the State of New York for New York County and the United States District Court for the Southern District of New York are the agreed and appropriate forums for any such suit, and consent to service of process by registered mail or overnight courier with proof of delivery. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. If UpperCut Images is obligated to go to court to enforce any of its rights, the Licensee agrees to reimburse UpperCut Images for its legal fees and disbursements if UpperCut Images is successful.

16. Waiver

No action of UpperCut Images, other than express written waiver, may be construed as a waiver of any provision of this Agreement.

17. Entire Contract

This contract contains all the terms of the license agreement and no terms or conditions may be added or deleted unless made in writing and signed by an authorized representative of both parties. In the event of any inconsistency between the terms contained herein and the terms contained on any purchase order or other writing sent by Licensee, the terms of this Agreement shall govern.

I accept

I do not accept

Wave Royalty Free End Users License Agreement:

The following is a legal agreement between the licensee of Wave Royalty Free Content and Wave Royalty Free, Inc. (Wave). Please read this Agreement carefully before purchasing and using any Wave royalty-free image, footage clip or Virtual collection of images or footage (VCD). By using an image or footage clip or otherwise exercising the rights granted under this agreement, you agree to be bound by this Agreement.

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9. This Agreement shall be governed by the laws of Canada.

10. In the event that one portion of this Agreement is unenforceable, the remainder of the Agreement will remain in full force.

11. If you require an amendment to this Agreement, please contact us. No amendment will be binding unless signed by both parties.

12. This constitutes the entire Agreement between us. It supercedes any previous or collateral discussions or correspondence we may have had.

13. Wave may terminate this license if you are in breach of any of these provisions. Your obligations under paragraphs 3, 4, 5 and 6 shall survive termination of this agreement. After termination your license under section 2 ceases and you will stop all use or public display of the Wave Content and any use or public display by your employers, clients or customers.

14. Single images and CDs are non-refundable.

If you are unsure of your rights under this agreement, or if you wish to use a Image in a manner not permitted under this agreement, please contact customer service by e-mailing us at info@WaveRoyaltyFree.com. We can arrange for a license upgrade if necessary.

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1. Grant of Rights

1.1

Westend61 grants to the Licensee a non-transferable nonexclusive license to use the Images, in consideration of the obligations, warranties and undertakings of the Licensee in this Agreement, and subject to and conditional upon their full and timely performance and observance.

1.2

This licence permits the following uses of the Images: You may use the images in your personal, professional, editorial and client projects including printed materials, advertisements, packaging, presentations, film, video, commercials for television broadcast, online or multimedia projects, computer games and web designs.

1.3

The Images may be accessed and used by up to 10 employees of the Licensee, on a computer network. For sharing on larger networks, an upgrade license is required. Please approach Westend61 or one of our sub-contractors for this purpose. You may make one copy of an image solely for backup or archival purposes or transfer the image to a single hard drive, provided that you keep the original and accompanying documentation in your possession.

2. License Restrictions and Warranties

2.1

The Licensee warrants and undertakes not to assign or license the use of the Images or any portion thereof for any purpose other than those purposes specifically agreed between Westend61 and the Licensee under this Agreement. The Images may not be resold or otherwise made available for use or distribution separately or detached from a product or web page. The Licensee may not loan, rent, hire or otherwise transfer or purport to transfer the right to use the Images in any way to any other person or entity, including but not limited to: the design of websites, digital cards, business cards or any other digital or print media.

2.2

Use as a logo, trademark or service mark is not permitted.

2.3

The Images may not be placed on any electronic bulletin board, or online in a downloadable format, or

used in a Website at a resolution higher than 72dpi.

2.4

You may not under the terms of this Agreement use the Images in commercial products where the Images make up a significant part of the re-sale value of the product (i.e., postcards, posters, calendars, etc.). For such usages of an Image you must acquire an extended onetime Commercial Product Image License from Westend61.

2.5

It is forbidden to use the Images or portions of them for the production of pornographic, defamatory, libellous or defamatory materials, or allow this to other parties, whether directly or in context or juxtaposition with other materials. In connection with a subject that would be unflattering or unduly controversial to a reasonable person, including but not only: sexual issues, AIDS, serious physical or mental diseases, drug abuse, etc., the Licensee must accompany each such use with a statement that indicates that the person is a model and that the Images are being used for illustrative purposes only. If the Licensee intends to use the Images for such sensitive issues, then he is obliged to inform and ask for permission of such application with Westend61 beforehand.

2.6

The Licensee accepts and warrants that the use of the Images shall not infringe any third party rights, of any nature, and any liability for the infringement of third party rights, of whatsoever nature, shall rest with the Licensee. The Company grants no rights and makes no warranties with regard to the use of names, trademarks, trade dress, registered, unregistered or copyrighted designs or works of art or architecture depicted in the Images, and Licensee must satisfy itself that all the necessary rights or consents regarding any of the above, as may be required for reproduction, have been obtained.

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3. Copyright

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5. Determination

It shall constitute repudiation by the Licensee of its obligations under this Agreement if:

5.1 The Licensee fails to pay any amount due under this Agreement within 10 working days of the due date.

5.2 The Licensee is in breach of any other term of this Agreement.

5.3 Any of the Licensee's representations shall prove to have been incorrect.

5.4 The Licensee is declared or becomes insolvent or bankrupt, or the Licensee is put into examinership, receivership, administration or liquidation. Westend61 reserves the right to accept such repudiation on the part of the Licensee and to determine the license Agreement forthwith and to demand the immediate return of all Images in whatever form supplied or held created or produced by the Licensee.

6. General Provisions

6.1

The provisions of this Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, whose courts shall be the courts of sole jurisdiction in relation to this Agreement. Notwithstanding the foregoing, the Westend61 shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to

obtain injunctive or other relief against Licensee.

6.2

This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.