

Easy Fotostock. End user license agreement

End user license agreement for easyfotostock low budget royalty free images

License Agreement for Low Budget Royalty Free Graphic Material

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I. Definitions

1.1 In this Agreement the following terms should have the following meanings:

1.1.1 Low Budget Royalty Free Graphic Material (LBRF Graphic Material): means the graphic material of age fotostock which may consist in still images, illustrations or other visual representation generated optically, electronically, digitally or by any other means and which use is subject to the terms of the present License agreement.

1.1.2 Invoice: means the computer generated or pre-printed invoice which includes the LBRF Graphic Material selected and the corresponding price for the license of such LBRF Graphic Material.

1.1.3 Reproduction: means any form of copying or publication of the whole or part of any LBRF Graphic Material by any means whatsoever. Reproduction shall also include any distortion or manipulation of the whole or part of any LBRF Graphic Material .

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2.1 Conditioned upon your full payment of the license and your compliance with the terms of the invoice and this Agreement (including all restrictions), age fotostock grants you a personal, non-exclusive and non-transferable right to use and reproduce, for your own commercial or non-commercial use, on a worldwide and perpetual basis, the LBRF Graphic Material in the following ways:

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3.3 You may not sell, license or distribute any derivative work containing any LBRF Graphic Material in a way that would allow a third party to download, extract or access the LBRF Graphic Material as a stand-alone file.

3.4 If the LBRF Graphic Material is licensed by a company, it may be shared by creating an image library, image storage jukebox, network configuration or similar arrangement as long as no more than ten (10) specific employees (hereinafter the "Users") within the same company and no more than one User at a time get access to the LBRF Graphic Material, unless a separate seat license is purchased for each additional User, before such additional use begins. This is not a simultaneous user agreement.

3.5 Except as specifically provided in the previous paragraph, the LBRF Graphic Material 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 LBRF Graphic Material.

3.6 The LBRF Graphic Material may not be used as part of a logo, trade name, service mark or trademark or used to infringe on anyone's logo, trade name, service mark or trademark.

3.7 The LBRF Graphic Material may not be posted online nor placed in any other electronic distribution system in a downloadable format, FTP or similar nor enabled to be distributed via mobile telephone devices.

3.8 The LBRF Graphic Material 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 age fotostock is required for use of the LBRF Graphic Material for sensitive subjects, including without limitation, topics that may depict the subject matter of the LBRF Graphic Material in a negative or unfavorable light.

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

3.10 If the LBRF Graphic Material is used in an editorial manner, you must include the following credit adjacent to the Images: "Photographer's name/Name of the collection/age fotostock".

IV. Unauthorized Uses and Indemnity

4.1 Any use of any LBRF Graphic Material in a manner not expressly authorized by this Agreement or in breach of a term of this Agreement constitutes copyright infringement, entitling age fotostock to exercise all rights and remedies available to it under copyright laws around the world.

4.2 You shall be responsible for any damages resulting from any such copyright infringement, including without limitation any claims by a third party and you hereby agree to indemnify and hold harmless age fotostock and its licensors and content providers, against all claims (including without limitation, claims by third parties), liability, damages, costs and expenses, including reasonable legal fees and expenses, arising out of or related to any unauthorized use of any LBRF Graphic Material or any breach of any terms and conditions or restrictions of the present Agreement.

V. Payment

5.1 You are responsible for ensuring that all the information appearing in the Invoice is true, accurate and complete.

5.2 A late payment charge of one and one-half percent (1.5%) per month or such lesser amount as is allowed by law, shall be applied on any unpaid balance until payment is received.

VI. Credit or Cancellation

6.1 No cancellation on any LBRF Graphic Material license shall be accepted.

VII. Limited Warranty and Limitation of Liability

7.1 age fotostock warrants that: it has all necessary rights and authority to enter into and perform this Agreement; ii) any digital copy of LBRF Graphic Material will be free from defects in material and workmanship for ninety (90) days from delivery. Your sole and exclusive remedy for a breach of this warranty is the replacement of the LBRF Graphic Material in question. AGE FOTOSTOCK 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 LBRF GRAPHIC MATERIAL, AND YOU MUST SATISFY YOURSELF THAT ALL THE NECESSARY RIGHTS AND CONSENTS REGARDING ANY OF THE ABOVE, AS MAY BE REQUIRED FOR THE INTENDED USE HAVE BEEN OBTAINED. WHILE AGE FOTOSTOCK MAKES EFFORTS TO USE ACCURATE CAPTION INFORMATION, AGE FOTOSTOCK DOES NOT WARRANT THAT SUCH INFORMATION IS ACCURATE. AGE FOTOSTOCK MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED REGARDING ANY LBRF GRAPHIC MATERIAL INCLUDING, WITHOUT LIMITATION, THAT THE LBRF GRAPHIC MATERIAL IS ERROR FREE, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.2 EXCEPT FOR ANY LIABILITY WHICH CANNOT BY LAW BE EXCLUDED OR LIMITED, NEITHER AGE FOTOSTOCK NOR ANY OF AGE FOTOSTOCK'S SUBSIDIARY, SUCCESSOR, PARENT, AFFILIATE, PARTNER, OFFICER, DIRECTOR, EMPLOYEE, CONTENT PROVIDER, LICENSOR, DISTRIBUTOR OR AGENT SHALL BE LIABLE FOR ANY DAMAGES, OR LOST PROFITS OR ANY OTHER DAMAGES, COSTS OR LOSSES ARISING OUT OF THE USE OR INABILITY TO USE THE LBRF GRAPHIC MATERIAL OR OTHERWISE,

7.3 THE REPRESENTATIONS AND WARRANTIES MADE BY AGE FOTOSTOCK IN THIS AGREEMENT APPLY ONLY TO THE LBRF GRAPHIC MATERIAL AS DELIVERED BY AGE FOTOSTOCK AND WILL BE INVALID IF THE LBRF GRAPHIC MATERIAL IS USED IN ANY MANNER NOT SPECIFICALLY AUTHORIZED IN THIS AGREEMENT.

VIII. Data Protection

8.1 age fotostock hereby informs you that any personal data that you provide to age fotostock for the purposes of servicing you, which may include, but not limited to, personal data of your representative or any other individual which may be required to fulfill this Agreement.

8.2 This information will be processed and controlled by age fotostock and used for internal purposes only and more particularly to fulfil licensing transactions, maintain your account and send you marketing communications to inform you of new products or services or for promotional purposes to send you updates on our latest promotions and offers. We may also use certain account information provided to us by authorized users to conduct credit inquiries.

8.3 By making this information available to age fotostock you are agreeing to allow us to share this information with age fotostock's partners, subsidiaries, affiliates, any third party content provider, necessary payment processors or third parties which services are required to carry out your order. We also reserve the right to disclose your personal information if required to do so by law or in order to comply with any legal process.

8.4 The Client represents and warrants to age fotostock that, prior to disclosing to age fotostock any personal data of any individual required to fulfill this Agreement (other than the individual who accepts this Agreement in its name and on its behalf), You shall notify this individual of: i) his/her disclosure of his/her personal data to age fotostock for the purposes specified in the present Agreement, ii) the personal data which is being disclosed in this regard and; iii) age fotostock's identity and address. You accept and agree to indemnify and hold harmless age fotostock for your failure to comply with this obligation.

8.5 You may, at any time, you may, at anytime, access, correct, update or require us to delete your personal data by sending us your petition by e-mail to info@prismaonline.ch.

IX. Severability

9.1 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.

X. Entire Agreement, Waiver

10.1 This Agreement contains all the terms of the license agreement for the LBRF Graphic Material 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. No action of age fotostock, other than an express written waiver, may be construed as a waiver of any provision of this Agreement. A delay on the part of age fotostock 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 age fotostock 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 age fotostock on any one occasion will not be construed as a bar to or waiver of rights or remedies on any other occasion.

XI. Law and Venue

11.1 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, age fotostock 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 in the event that, in the opinion of age fotostock, such action is necessary or desirable.

11.2 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.

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