SIMPLY NORTH END USER LICENSE AGREEMENT FOR ROYALTY-FREE IMAGES

- SIMPLY NORTH IS A NORDICPHOTOS COLLECTION -

This is a legal agreement between you, hereinafter referred to as "You", and NordicPhotos ehf, hereafter called NordicPhotos. In the case where You are an employee or a representative entering into this agreement on behalf of your employer, this agreement will still continue in effect should you stop working for your employer

This legal agreement applies to Simply North Royalty Free Images purchased from the NordicPhotos website directly or any of our authorized distributors. The Royalty Free images purchased as single images and/or on CD ROM and/or on a VCD (virtual CD), hereafter called "the Images". By using and purchasing the Images you agree to the terms of this license agreement.

1. Grant of License

- 1.1. Subject to the terms, conditions and warranties of this Agreement, NordicPhotos grants you a non-transferable non-exclusive license to use to use the Images that you have purchased.
- 1.2. You may use the images world wide, for your personal, professional, editorial and client projects.

 These usages include: Printed advertising and promotional material, books, company newsletters and reports, packaging, broadcast and theatrical exhibitions, electronic publications provided that no image is at resolution greater than 72 dpi and cannot be downloaded or copied by any third party. Any other use has to be approved in writing by NordicPhotos.
- 1.3. You may store the Images on a computer network or in a image library with access for up to 10 employees. License upgrade must be acquired if the images are to be shared and used by more than 10 employees. Please contact NordicPhotos (info@prismaonline.ch) or any of our agent for license upgrade. The images can also be used by your direct clients provided that the use of the images is limited to 10 such individual users.

2. License Restrictions

- 2.1 You may not sublicense, re-license, resell, rent, assign, lease, resell or transfer the rights granted to you of the images in any way to a third party.
- 2.1. You may NOT use the images for the following usage:

Logo, trademark or service mark

Any usage that is pornographic, defamatory, libelous or any illegal manner.

(info@nordicphotos.com) or any of our agent for license upgrade.

Any usage that is considered of sensitive or controversial nature, such as sexual issues, abuse, drugs etc. Written approval must be obtained from NordicPhotos for any such usage.

Any usage that might prove detrimental to the moral rights of their authors/models Commercial products such as postcards, posters, t-shirts, calendars or any other products where the images, make up a considerable or primary part of the re-sale value of the product. If you are interested in using the images for commercial products please contact NordicPhotos

Templates such as website templates, presentation templates, electronic greeting cards or any other usage where the purpose is to create multiple impressions of an image

On a network server, online or any place where more then 10 people, have access to a downloadable version of the image in higher resolution than 72dpi.

3. Warranty

- 3.1 NordicPhotos warrants for sixty (60) days from the purchasing date that the images are free of any technical defects or errors. You're sole and exclusive remedy for a breach of this warranty is the replacement of the digital copy of the image. NordicPhotos disclaims and excludes all other warranties, conditions, representations and liabilities, express or implied, arising by statute, common law or otherwise, with respect to any defect, deficiency or non-conformity in any Images or other item furnished, sold or delivered under this Agreement or as to Licensor's service to you, including but not limited to any implied warranty of satisfactory quality, or fitness for a particular purpose and any claim of infringement.
- 3.2 NordicPhotos makes no warranties with the regard to the use of names, people, buildings, trade marks, or copyright material that may appear in the Image, nor does NordicPhotos warranty the accuracy of any metadata, keyword or caption provided with the Image. It is You're responsibly to obtain all necessary releases or consents that might be required for the use of the Image.

4 Indemnities

You agree to indemnify NordicPhotos, its employees, contributors and resellers and keep them indemnified against all and any costs, claims, liabilities, losses, damages and expenses of any kind whatsoever (including but not limited to legal costs) suffered or incurred by NordicPhotos due to any of The images by You or any claim by any third party arising out of the conduct of You, whether or not such conduct is a breach of Your obligations under this Agreement or not.

5 Termination

If you breach, fail to perform or observer, any covenant, conditions or provisions of this Agreement. NordicPhotos reserves the right to terminate this contract at any time. Upon termination of this Agreement You agree to cease all use of the Image or Images and destroy all copies of them that you have.

6 Applicable law

- 6.1 The validity, construction, interpretation, and effect of this Agreement and the respective rights and obligations of the parties hereunder shall be governed and determined by and in accordance with the substantive and procedural laws of Iceland. Any action or suit arising under this Agreement may be brought in the District Court of Reykjavík, Iceland.
- 6.2 It is hereby expressly agreed between the NordicPhotos and Distributor that any court order, decree, decision or judgment handed down by the District Court of Reykjavík shall be, subject to an appeal to the Supreme Court of Iceland, binding and enforceable both in Iceland and in any country where Distributor is established.