

Author's Image

End User Licence Agreement

1 - USAGE RIGHT

The purpose of this user Licence is to specify the scope of the rights and obligations that are granted by AUTHOR'S IMAGE to Purchasers of a CD-Rom or single image. A "Purchaser" is any person or entity that has acquired a CD-Rom or a single image for his, her or its own use.

AUTHOR'S IMAGE grants, to any purchaser, a Licence to use the CD-Rom sold with its packaging and containing photographic images, on the express condition that the terms and conditions stipulated in this Licence are complied with in full.

AUTHOR'S IMAGE grants, to any purchaser, a Licence to use the image sold, on the express condition that the terms and conditions stipulated in this Licence are complied with in full.

Prior to using the CD-Rom or single image, the Purchaser should understand all of the stipulations in the Licence.

Any use of the CD-Rom or single image by Purchasers implies, in an irrevocable manner, that they agree to and accept all of the terms and conditions mentioned in the Licence.

2 - SCOPE OF LICENCE

* Purchasers hold no rights to the intellectual property of the CD-Rom or to the photography that it contains. Purchasers only hold a User Licence granted in accordance with the terms of this Licence.

* Purchasers hold no rights to the intellectual property of the photography bought. Purchasers only hold a User Licence granted in accordance with the terms of this Licence.

* Where a private individual, the Purchaser alone is authorised to use the CD-Rom or single image and in this regard is the sole holder of the Licence. The Licence granted to him or her is personal. Thus he or she is not permitted to transfer it to the benefit of a third party.

* Where the Purchaser is a legal entity, then the Licence applies to all its members, employees, servants or agents. Thus it is not permitted to transfer the Licence to the benefit of a third party outside the members of its organisation or to one of its members for his or her personal use beyond the scope of the Purchaser's activities.

3 - USER'S RIGHTS GRANTED TO THE PURCHASER

Under the Licence, Purchasers are authorised by AUTHOR'S IMAGE:

* to copy photographs contained on the CD-Rom or bought as single image onto any medium of their choice, whether paper or the like, wood or the like, plastic or the like, cloth or the like, leather or the like, glass or the like, electronic, digital or optical-digital (CD-Rom, DVD, databases, etc.) videogram (TV spots, video clips and videogram of any kind, business films, advertising films, presenting television channels, etc.), for the purposes of information (magazine or newspaper articles, web sites, etc.), illustration (books, brochures, encyclopaedias, catalogues, calendars, postcards, packaging, clothing or accessories, web sites, etc.), promotion (press advertisements, brochures, leaflets, calling cards, advertising calendars, packaging and packs, merchandising products, web sites, etc.), and advertising (advertising through the press, POS, web sites) with the exception of advertising by means of posters.

* to show photographs contained on the CD-Rom or bought as single image by any means of their choice, whether by presentation to the public, public projection and transmission or broadcast in any public or private place by any process for the telecommunication of images, documents, data and messages of any kind, for the purposes of information, illustration, promotion and advertising,

* to make a back-up copy of the CD-Rom or single image.

Under the Licence, Purchasers are strictly prohibited :

* from copying or decompiling all or part of the CD-Rom or the explanatory instructions with a view to selling or hiring to a third party, whether free of charge or for a consideration,

* from creating works that offend public taste, are injurious, defamatory or harm the honour and reputation of anyone, from photographs contained on the CD-Rom,

* from using photographs contained on the CD-Rom for the creation of a competing product or for the promotion of a product competing with AUTHOR'S IMAGE's products and services,

* from using any image for the creation of a competing product or for the promotion of a product competing with AUTHOR'S IMAGE's products and services,

* from using photographs showing people, goods or identifiable entities in a manner that might suggest any link or association whatever with any product, name or service,

* from resetting or having reset a photograph showing persons in such manner as to make them identifiable.

Purchasers are informed that such acts or deeds will expose them to legal proceedings.

4 - LIMITATION OF LIABILITY

* Purchasers assume full responsibility for the uses that they make of the photographs contained on the CD-Rom that require specific approval from third parties because of intellectual property rights on the goods photographed or because of the rights of the individual which might be breached and which are expressly excluded from the Licence.

* Consequently, AUTHOR'S IMAGE cannot under any circumstances be held liable for the use of any one of the photographs contained on the CD-Rom that would represent any harm whatever to the personal rights of third parties.

* Respecting photographers' moral rights. A copyright and credit line must be included with the reproduction of our Images in the following format:

©Photographer's name/Authorsimage.com

* The photographs are intellectual works on which the photographers own the non-transferrable, inalienable moral rights. In particular, the law specifically prohibits publication of a photograph unless the name of its author is stated.

* Consequently, Purchasers must state, by any appropriate means, the name of the photographer or photographers whose pictures they use and in such a way that everyone may clearly identify the author of each of the photographs used.

* AUTHOR'S IMAGE cannot under any circumstances be held liable for the use of any of the photographs contained on the CD-Rom in breach of the moral rights of its author. In addition, Purchasers are reminded that any such breach will expose them to legal proceedings.

* No valid model or other releases exist for any Image of our collection unless the existence of such releases is specified on the image or on our website or in writing by us.

You agree to indemnify and hold the Image Creators and Author's Image harmless against all claims arising out of the use of any Images where the existence of such release(s) has not been specified in writing by us.

* In any event, the limit of our liability shall be the sum paid to us per our Invoice or paid to our distributors for the uses of the particular Images involved.

* Author's Image gives no rights or warranties with regard to the use of names, trademarks, logotypes, registered or copyrighted designs or works of art depicted in any Image, and you must satisfy yourself that all necessary rights, model releases, permissions or consents which may be required for reproduction are obtained.

For more information OMPI www.wipo.int

5 - TERM

* The User Licence is granted to Purchasers for an indeterminate period, so long as they remain in possession of the CD-Rom and its instructions in their original packaging.

6 - SAMPLES OF PUBLICATIONS

If you use our Images in a print publication you agree to send to us, at your cost, two (2) free samples ("tear sheets") of the relevant pages containing our Images within thirty (60) days of publication. In other media, alternative evidence of use must be provided to us if requested.

7 - WARRANTIES

* AUTHOR'S IMAGE warrants the fit quality and proper operation of its CD-Rom for a period of 90 days from the date of acquisition.

* In the event of a malfunction being found or a fault in manufacture, AUTHOR'S IMAGE undertakes to replace the faulty CD-Rom free of charge after the Purchaser has returned it to AUTHOR'S IMAGE at the address stated on the Licence.

8 - INDEMNIFICATION

* You agree to indemnify and hold harmless Author's Image and its suppliers against all claims, demands, costs, damages and related expenses, whether foreseeable or not, arising directly or indirectly in respect of any claims that the reproduction of any Image provided to you by us infringes the intellectual property rights of a third party. For the purposes of this clause, the term "Intellectual Property Rights" shall include: copyright, database right, patents, registered designs, trademarks and service marks (whether registered or not), design right, and all similar property rights including those subsisting in any part of the world in drawings, software inventions and confidential information.

* You agree that you will not use or permit the use of our Images to defame any person or violate any person's right of privacy or publicity, for any obscene or indecent purpose, or in any other way which is illegal or unlawful. You further agree not to use or permit the use of our Images as a trade or service mark, or claim any proprietary rights of any sort in the Image(s) or any part thereof. You agree to indemnify and hold us harmless against any claim, loss, damage or liability of any kind (including reasonable legal fees and expenses) arising from any use of our Images other than in accordance with the terms of this User's Licence.

9 - LIMITATION OF WARRANTY AND LIABILITY AND OTHER PROVISIONS

* With reservation of the warranties provided under the article above, the CD-Rom is supplied as is and for the configuration recommended in the instructions on the pack. Consequently, the Purchaser alone bears responsibility for risks linked to the CD-Rom's results and performance.

* AUTHOR'S IMAGE will not under any circumstances be held liable for direct or indirect damage suffered by the Purchaser due to misuse of the CD-Rom.

* From time to time we may change the contents of our licence agreement, Privacy Policy, prices, license terms, and other information and data; these changes will be made without prior notice to you.

10 - APPLICABLE LAW

* This Licence shall be governed by, and construed in accordance with, the laws of England to the exclusion of all other.

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