

imagestate media

Royalty Free End User Licence Agreement

This End User License Agreement (this "Agreement") is a legal agreement between you and Imagestate. In using the images from the Imagestate collection you agree to be bound by all the terms and conditions of this agreement.

1. License Grant

All images from the Imagestate collection are proprietary and copyrighted. All rights are reserved by Imagestate. This license is granted only to the registered owner of an Imagestate CD-ROM. Your invoice is the proof of your registration. This license is valid with respect to the images you have purchased and only if you have paid the applicable fee. No rights may be granted to the images other than the right to use the images as part of a product or design. This is a perpetual license at will and can be terminated at any time.

2. Permitted Usage

By this agreement, Imagestate grants to you (the registered user) the non-exclusive, non-transferable right to use the images in advertising and promotional materials for you or your direct clients or customers, who must be the end-user. Examples include: advertisements, articles in magazines and newspapers, reports, brochures, books, newsletters, multimedia applications, packaging, the Internet. All equipment accessing the images must be at one physical location and be operating under one organization.

3. License Restrictions

You may not:

- Copy or distribute copies of the software, documentation or the package to others without a seat licence.
- Sub-license, sell, re-sell, distribute, give away, lend, rent, lease or provide to others any portion of the images from the CD-ROM.
- Use any image from the CD-ROM in any form of pornography, or in any other manner that is in any way embarrassing to or defamatory of any person or entity or otherwise unlawful.
- Use images with logos or trademarks without authorization from the depositary of the logo or trademark.
- Crop individual people from groups larger than 4 persons and use them as an individuals in your design.
- Copy the images to a network (unless a seat licence is obtained), electronic bulletin board or on-line service. The images cannot be in a downloadable or FTP format. It is allowed to use the images as a part of a design for the Internet.

4. Warranties

Imagestate warrants that it has the right to grant this license to you and to the best of her knowledge, the images do not infringe any rights of copyrights or other intellectual property or proprietary rights of third parties, but no right of

action shall accrue against Imagestate in the event of the said images being found infringing third party rights.

Where appropriate, the images are model-released, but this release exclusively relates to the use permitted by this License Agreement.

Imagestate also warrants that the CD-ROM disc is free from defects in materials and workmanship for 90 days following the receipt of the product. The images are provided as is. Imagestate makes no warranty of any kind on the quality of the images or compatibility with other computer products. Your sole remedy against Imagestate shall be limited to replacement of the CD-ROM. Neither Imagestate, nor its licensors will be liable to you for any consequential, incidental, direct, indirect or other damages arising out of the license of the image including any lost profits or any claim of a third party.

5. General

All rights to this CD-ROM and the images are owned by Imagestate and its licensors and are protected by international copyright laws, international treaty provisions and other applicable laws. You must treat the images like any other copyrighted material, except to the extent that this license provides to the contrary. Imagestate retains the rights not expressly granted by this agreement. Your right to use the images terminates automatically if you violate any part of this license. In the event of termination, you must immediately destroy all copies of the images and return the CD-ROM(s) to Imagestate. You may be held legally responsible for any copyright infringement that is caused or encouraged by your failure to abide by the terms of this agreement. If any provision of this agreement is held invalid, the remainder of this agreement shall continue in full force and effect. In case of any problems, the court of United Kingdom will have exclusive jurisdiction.