

receipt

ID: Y017704

Payment Details

Date: 2012-11-22 05:32:15

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Item	Description	Amount
	Image: #294726 Standard XLarge	\$20

Standard License Agreement

Quick read.

The standard license is the core of what you need to know when using our images and is worth spending a little time understanding. Here are some important quotes:

3.1 [Grant of license](#) We hereby give You an ongoing, non-transferable worldwide license to use the Media for the Permitted Uses (as defined below).

You should study: [3.2 Permitted uses](#) and [3.3 Prohibited uses](#).

1. Definitions

Unless the context otherwise indicates, please note the following:

1.1 [“Agreement”](#) refers to the Standard License Agreement as specified in this document.

1.2 [“Media”](#) refers to all images, illustrations, animations and video including all parts of such.

1.3 [“Us”, “We” and “Our”](#) refers to the company Yuri Arcurs Production Pty Ltd.

1.4 [“You” and “Your”](#) refers to yourself, your employer or any other entity that you have full legal authority to bind and may be accepting this Agreement on behalf of.

1.5 [“Site”](#) refers to the website located at www.peopleimages.com.

2. Background of agreement

2.1 [Description](#) The rights obtainable by You to use Media available on the Site are outlined in this Agreement. This Agreement is in addition to all previous agreements. If there is any conflict between this Agreement and the above mentioned agreements (all of which are incorporated by reference), the terms of this Agreement shall prevail.

2.2 [Your Obligations](#) By accepting this Agreement, You state that You have full power, capacity to accept these terms. If You do not have such authority or You do not accept or agree with these terms, do not accept this Agreement and do not download the Media.

3. Grant of license, restrictions, and limitations

3.1 [Grant of license](#) We hereby give You an ongoing, non-transferable worldwide license to use the Media for the Permitted Uses (as defined below). All other rights in and to the Media, including, without limitation, all copyright and other intellectual property rights relating to the Media, are retained by us.

3.2 [Permitted uses](#) You may only use the Media for the purposes which are included in Permitted Uses (as defined below). Only You are allowed to use the Media. However You may transfer files containing Media to your clients, printers or Internet Service Provider for the purpose of reproduction as described in the Permitted Uses. Nevertheless these clients may not acquire additional rights to use the Media as well as cannot access or extract it from any file

that You provide.

Permitted Uses of Media subject to the this License:

3.2.1 advertising and promotional projects with no more than 499,999 impressions. This includes printed materials, posters, product packaging, presentations, film and video presentations, commercials, catalogues, brochures, promotional greeting cards and promotional postcards (not for resale or license);

3.2.2 entertainment applications with no more than 499,999 impressions, such as books and book covers, magazines, newspapers, editorials, newsletters, and video, broadcast and theatrical presentations;

3.2.3 on-line or electronic publications with less than 499,999 impressions This includes web pages to a maximum of 1200 x 800 pixels for an image or illustration Content or to a maximum of 640x480 for video Content (but not within templates for sale); and

3.2.4 any other uses approved in writing by us.

3.3 Prohibited uses You may not do anything with the Media that is not expressly mentioned in permitted Uses You may not use the Media in products for resale, license or other distribution unless you purchase an Extended License Agreement. Any use of the Media that is not a Permitted Use shall constitute infringement of copyright.

Examples of Prohibited Uses include, but is not limited to:

3.3.1 use of the Media within any kind of product (ie. templates, posters, t-shirts, etc.) intended for resale;

3.3.2 use of the Media within any kind of "on demand" products for sale for profit;

3.3.3 reproduction, either individually or in combination with others, of the Media, or any element of the Media, in excess of 499,999 times without obtaining an Extended License. However, you are allowed to use the Media in excess of 499,999 times when used in advertisements on websites or televised broadcasting, web-cast or theatrical production;

3.3.4 use of the Media as part of a trademark, business name or logo;

3.3.5 incorporation of the Media in any product which results in a re-distribution or re-use of the Media;

3.3.6 use of the Media in a fashion that is considered by us (acting reasonably) as or under applicable law is considered pornographic, obscene, immoral, infringing, defamatory or libelous in nature, or that would be reasonably likely to bring any person or property reflected in the Media into disrepute;

3.3.7 use or display of any Media that features the model or person in a manner that may constitute identity theft. This includes using the Media as part as an Avatar or any other manner that falsely depicts the Model to be someone he or she clearly is not;

3.3.8 use or display the Media in such a way that depicts the model or person in a potentially sensitive subject matter, including, but not limited to mental and physical health issues, social issues, sexual or implied sexual activity or preferences, substance abuse, crime, physical or mental abuse or ailments, or any other subject matter that We would likely define as offensive or unflattering to any person reflected in the Media;

3.3.9 removal of any notice of copyright, trademark or other proprietary right from any place where it is on or embedded in the Media;

3.3.10 sub-licensing, re-selling, renting, lending, assigning or otherwise transferring or distribution the Media or the rights granted under this Agreement;

3.3.11 sharing copies of the Media on a network server or web server for use by other users;

3.3.12 use or display the Media in an electronic format that enables it to be downloaded or distributed via mobile devices or shared in any peer-to-peer or similar file sharing arrangement;

3.4 Contact us If there is any doubt that a proposed use may be a Permitted Use or Prohibited Use, You should contact us.

3.5 Excess Reproduction Run Should You at a later state wish to exceed 499,999 reproductions of the Media, an Extended License can, and must be purchased.

3.6 Retaining of Rights All other rights in and to the Media, including, but not limited to all copyrights and other intellectual property rights relating to the Media, are retained by Us.

3.7 Limitations All media on the site are subject to this License Agreement, except if a different license is purchased.

4. Termination of agreement

4.1 Procedure This Agreement is effective until it is terminated. You can terminate this Agreement by destroying the Media and stopping the usage of the Media for any purpose.

4.1.1 If You do not comply with the terms specified in this Agreement, it will be terminated without further notice.

4.1.2 You agree to stop using the Media for any purpose if this Agreement is terminated and to discontinue all existing use of the Media.

4.2 Copyright You agree to immediately stop all use of the Media and terminate this Agreement if You find out or are informed that the Media is subject to a threatened, potential or actual claim of infringement of another author's copyright.

5. Warranty

5.1 Copyrights We guarantee that all Media for sale on the Site used in accordance with this Agreement will not infringe on any copyright laws, moral rights, trademarks or other intellectual property rights or any other entitlements.

5.2 Releases We guarantee that all necessary model and/or property releases for use of the Media in the manner specified in this Agreement have been legally obtained.

6. Miscellaneous

6.1 Other Agreements You agree and acknowledge that You have read and understood the terms of the Extended License Agreement, this License Agreement, the Membership Agreement as well as our Terms of Use.

6.2 Taxes You acknowledge that depending on your nationality and geographical position, taxes may be added to your purchase of media under this Agreement.

6.3 Limitations of Liability Even though we may not enforce strict performance of any provisions of this Agreement, the rights and provisions of this Agreement will still remain in effect.

6.4 Controlling Law This Agreement and all matters collateral thereto shall be construed in accordance with the laws of the Republic of South Africa. Any controversy arising under this Agreement shall be litigated solely in a court of competent jurisdiction within that jurisdiction and You agree to submit to the jurisdiction of the Courts of South Africa.

6.5 Contact If You have any concerns or questions to this Agreement, please contact us at support@peopleimages.com.

6.6 Relationship of the Parties The relationship of the parties is that of an independent contractor. Nothing in this Agreement will constitute the relationship of an employer and employee, a principal-agent, partnership or a joint venture between you and us.

6.7 Disclaimer In no event shall we or any of our affiliates be liable for any damages whatsoever in connection with any claim, loss, damage, action, suit or other proceeding arising under or out of this Agreement.

7. Acknowledgement

You acknowledge that You have read this Agreement and understand it. You agree to be bound by the terms and conditions of this Agreement and that this is the complete and exclusive statement between You and us. This statement overrides any proposal or prior agreement and any other communication between You and us relating to the media which is subject to this Agreement.