

User Licensing Agreement

Extended License

This Agreement is by and between you the client, hereinafter referred to as the “Licensee” and MediaFocus International, LLC, a Florida limited liability corporation, conducting business online as MediaFocus.com, hereinafter referred to as the “Licensor”.

By selecting the box “I Agree” during the online ordering process, you acknowledge that you have read and understood the terms of this Agreement and that you accept to be bound by its provisions. If you do not agree to the terms set forth or if you do not understand the terms set forth or if you do not have the authority to enter into this Agreement (see paragraph 2a of this Agreement), do not check the box “I Agree” and do not download any Content from this website.

1. Subject of the Agreement

Subject of the Agreement is any image, stock photograph, illustration, or digital file, hereinafter referred to as “Content”. obtained by the Licensee electronically, as downloads or by any other means or in any media, including but not limited to CD or DVD.

2. General Terms

(a) You must be at least 18 years of age and if you are purchasing as an employee of a company, business, organization, or corporation have the full legal authority to enter into this Agreement on its behalf and bind the employer to the provisions of this Agreement.

(b) The Licensor will keep all personal information provided by the Licensee confidential. By accepting this Agreement you confirm that you have read and understood our “Privacy Policy” and agree to its terms.

(c) The Licensee acknowledges that any Content licensed from the Licensor is subject to the restrictions and controls imposed by the Export Administration Act and Regulations. The Licensee acknowledges that he/she is prohibited to use any Content for any purpose that would violate those regulations. The Licensee certifies that he/she is not a citizen or permanent resident of the following countries: Cuba, Iran, Iraq, North Korea, Libya, Sudan, Syria, or the Taliban controlled areas of Afghanistan.

(d) The Licensee agrees to pay all sales taxes, use and similar taxes imposed by his/her state or country in connection with the licensing of any Content. Florida (USA) Licensees will be charged 7% sales tax at checkout.

3. Usage Rights

(3a) The Licensor hereby grants the Licensee a non-exclusive, non-transferable Content usage license, subject to the Terms and Conditions of this Agreement, limited to the purposes described in Section 3 of this Agreement. The Licensee understands and agrees that the Usage License is granted for one person only unless an Extended Usage License is purchased as described in Section 3d of this Agreement.

(3b) The Licensee may use Content for his/her own projects as well as for projects created for a client or customer who must be the end-user of the Licensee's work. Any and all projects must be in accordance with the permitted uses listed under (3c and 3d) of this Agreement and the Licensee's client or customer shall have no additional rights to use the Content or extract the Content from any project created by the Licensee.

(3c) The Licensor grants the Licensee the right to use Content, in accordance with all provisions of this

Licensing Agreement, for the following purposes:

- for commercial, advertising, or promotional purposes in printed materials, catalogues, magazines, brochures, flyers, hand-outs, mailers, promotional posters, promotional postcards, displays, TV commercials, presentations, billboards; all items must be promotional and not intended for resale unless an Extended Usage License is purchased as described in section 3d of this Agreement;
- as design elements in publications, magazines, newspapers, editorials, newsletters or books;
- for product packaging;
- for decorations in private residences, lobbies, offices, restaurants, hotels, retail stores, or public areas;
- as design elements in video clips, film, multimedia productions, TV commercials, web pages, or electronic publications but NOT in connection with development of any type of electronic templates, development of software products, or any other digital media intended for distribution, resale, or use by others unless an Extended Usage License is purchased as described in section 3d of this Agreement;
- for prints, posters, mugs, calendars, mouse-pads, and other reproductions that are for personal use exclusively and NOT for resale or distribution unless an Extended Usage License is purchased as described in section 3d of this Agreement;
- for any other use approved in writing by the Licensor;

(3d) Extended Usage License

(3di) Extended Usage License for Multi-User Access (up to 5 users)

The Licensee has hereby obtained an Extended Usage License granting, in accordance with all other provisions of this Agreement, multi-user access to the Content for person(s) belonging to the same company, business, or organization. All person(s) accessing and using Content are bound by the provisions of this Agreement.

(3dii) Extended Usage License for Non-Electronic Items for Resale

The Licensee has hereby obtained an Extended Usage License granting the right to use Content, in accordance with all other provisions of this Agreement, for non-electronic items for resale and distribution including stationery items, postcards, calendars, posters, prints, book covers, CD covers, t-shirts, mugs, mousepads, entertainment goods, framed artwork, or apparel.

(3diii) Extended Usage License for Electronic Items for Resale or Distribution

The Licensee has hereby obtained an Extended Usage License granting the right to use Content in video clips, film, television, multimedia productions, TV commercials, electronic publications, website templates, design templates, Flash templates, templates for greeting cards, business cards, development of software products, and electronic games, intended for distribution, resale, or use by others. The Licensee must ensure and explicitly state in the usage agreement with their end consumer or end user, that Content usage is granted exclusively in connection with the electronic media, digital product, or template, and that any other use is strictly prohibited.

4. Usage Prohibitions

The Licensee may NOT, in accordance with all other provisions of this Agreement,

(4a) use Content or any part thereof in any pornographic, sexual, negative, cruel, violent, abusive, libelous, obscene, immoral, illegal or defamatory context;

(4b) use Content or any part thereof in context with dating services, escort services, mental disorders, substance abuse, physical or mental abuse, diseases, physical impairments, homosexual or alternative lifestyles, or any other sensitive or controversial subject;

(4c) use Content depicting person(s) for endorsement of a product, service, business, cause or association unless the Content is marked "model released";

(4d) use Content within photo archives, photo databases, or stock agencies;

(4e) use or display Content on websites of online printing services unless an Extended Usage License is purchased as described in section 3d of this Agreement;

(4f) use Content on products, including but not limited to stationery items, postcards, calendars, posters, prints, book covers, t-shirts, mugs, mousepads, entertainment goods, framed artwork, apparel or other items intended for resale or distribution for profit unless an Extended Usage License is purchased as described in section 3d of this Agreement;

(4h) use Content in the development of templates for websites, Flash templates, templates for business cards, templates for brochure design, templates for greeting cards, development of software products, or any other digital media intended for distribution, resale, or use by others unless an Extended Usage License is purchased as described in section 3d of this Agreement;

(4e) share Content across any type of internal or external network including but not limited to the Internet, Intranet, BBS installations, any digital media, or in any other way;

(4f) use Content or any portion thereof in any logo or part of any trademark;

(4g) distribute Content, in hard copy, electronically, or by any other means, except for permitted uses listed in paragraph (3c and 3d) of this Agreement;

(4h) remove any copyright notice or trademark from any Content, embedded or otherwise;

(4i) display Content in any digital format or for any digital use at a resolution greater than 72 dpi;

(4j) assign, lend, sublicense, resell, distribute Content for profit or free of charge or any part thereof;

(4k) use Content, directly or indirectly, in any type of similar or competing business to MediaFocus International, LLC. The Licensor is in the business of facilitating a service between Content Users and Content Suppliers;

5. Acknowledgements by the Licensee

You, the Licensee, hereby acknowledges to understand and agree that

(5a) the Content usage license is granted to the Licensee and can not be transferred to any third party; the Licensee is permitted to install Content only in one location and keep one copy for back-up purposes unless the Licensee has purchased an Extended Usage License granting multi-user access as described in Section 3d of this Agreement;

(5b) all Content is copyright protected by the Licensor or it's suppliers, and that any unauthorized use constitutes infringement of copyright;

(5c) all copyright and intellectual property rights to any and all Content remain with the Licensor or the supplier of the Content, as the case may be; the copyright to any derivative work (alteration of Content including but not limited to cutting, cropping, scaling, color changes, special effects, adding of copy, photo composition) remains with the Licensor or the supplier of the Content unless the original Content has been

altered in such a way that it constitutes an original work which would entitle the Licensee to copyright protection under applicable law;

(5d) Content marked “for editorial use only” is licensed exclusively for editorial and personal use; each editorial use has to be accompanied by the following credit: “© MediaFocus International, LLC / Supplier’s Name (as provided by the Licensor or embedded in the Content file)”;

(5e) the Licensor grants no rights and makes no warranties for Content depicting people; images depicting people which are not marked “model released” are NOT model released; for Content marked “model released” the respective supplier indicated that a model release was obtained for the Content; should any model release for Content marked “model released” be disputed, the Licensee agrees and accepts that the supplier of the Content and not the Licensor will be liable towards the model(s), the Licensee, or any other third party, for any justifiable claims brought forward; the liability of the Licensor towards you the Licensee or any other third party for any dispute arising from Content depicting people shall be limited to the amount you paid for licensing the Content;

(5f) the Licensor grants no rights and makes no warranties for Content depicting logos, trademarks, names, objects that are patented or copyrighted design, works of art, or architecture; the Licensee is advised to seek legal advice to determine whether a property or object release or other form of release is required for the Licensee’s type of use; the Licensee has to obtain such release directly from the rightful owner of the logo, trademark, name, work of art, architecture, or object that is patented or copyrighted. The Licensee agrees and accepts that the supplier of the Content and not the Licensor will be liable towards you the Licensee or any other third party, for any justifiable claims brought forward in connection with Content depicting logos, trademarks, names, objects that are patented or copyrighted design, works of art, or architecture; the liability of the Licensor towards you the Licensee or any other third party shall be limited to the amount you paid for licensing the Content;

6. Term of the Agreement

This Agreement is effective until it is terminated by the Licensee or Licensor. The Licensor reserves the right to terminate this Agreement without prior notice as specified in section 7 “Breach of Agreement”. The Licensee may terminate this Agreement by ceasing the use and destroying the Content, any derivative work, and back-up copy.

7. Breach of Contract

(7a) The Licensee accepts and agrees that Licensee is held liable by the Licensor, for any and all claims and expenses, liability, losses, reasonable legal fees, and any other costs that are incurred which are caused directly, incidental, consequential, or indirect as a result of or in connection with Licensee’s violation or suspected violation of any provision of this Agreement.

(7b) The Licensor reserves the right to terminate this Agreement, without prior notice, if it finds the Licensee to be in violation of this Agreement; the Licensee understands and agrees that with violation of this Agreement and/or abuse of his/her membership account, the Licensee loses all rights to any Content licensed and to the membership account; the Licensee understands and agrees that he/she must immediately cease the use, delete all Content licensed from the Licensor, forfeit all fees paid and if requested by the Licensor confirm compliance in writing.

8. Disclaimer

The Licensor is in the business of facilitating a service between Content Users and Content Suppliers. All Content details including but not limited to Content keywords, categorization, Content descriptions, and model release information are directly provided by the respective supplier. Therefore the Licensor does not warrant the accuracy of any information provided in connection with any Content.

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9. Applicable Law

The Website <http://www.mediafocus.com> is administered and operated by MediaFocus International, LLC. from within the State of Florida in the United States of America. The Website can be accessed from any State within the USA and from any other country around the World. The laws of other jurisdictions may differ from the laws of the State of Florida and the United States of America. By using our Website and licensing Content you acknowledge and agree that this User Licensing Agreement will be governed under the laws of the State of Florida and the federal laws of the United States of America applicable therein (without reference to conflicts of laws principles). You hereby irrevocably submit to the exclusive jurisdiction of the Courts of the State of Florida with respect to any subject matter of this User Licensing Agreement. This Membership Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

Any and all disputes arising out of, under or in connection with this User Licensing Agreement, including without limitation, its validity, interpretation, performance and breach, shall be submitted to arbitration in Sarasota, Florida, pursuant to the rules of arbitration in effect at the time arbitration is demanded. If MediaFocus International, LLC is obligated to go to court, rather than arbitration, to collect any fees, or enforce any of its rights, you agree to reimburse MediaFocus International, LLC. for it's legal fees, costs, and disbursements if MediaFocus International, LLC. is successful.

If any provision or part of this User Licensing Agreement is wholly or partially unenforceable the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place thereof an enforceable provision or provisions, or part thereof, that as nearly as possible reflects the terms of the unenforceable provision or part thereof

This Agreement is the entire Agreement between the Licensee and Licensor and supersedes any other communications or advertising with respect to the Content licensed. The terms specified in this User Licensing Agreement, shall not be modified without the express written consent of the Licensor, and any attempt to modify the Agreement without such express written consent, or any attempted deviation from the terms of this Agreement, shall nullify the Licensor's indemnity obligations, representations, and warranties made by Licensor hereunder. The Licensor reserves the right to revoke or modify this Agreement at any time without prior notice. If any provision of this Agreement is held invalid, the remainder shall continue in full effect.

By selecting the box "I Agree" during the online ordering process, you acknowledge that you have read and understood the terms of this Agreement and that you accept to be bound by its provisions. If you do not agree to the terms set forth or if you do not understand the terms set forth or if you do not have the authority to enter into this Agreement (see paragraph 2a of this Agreement), do not check the box "I Agree" and do not download any Content from this website.