

User Licensing Agreement

Standard License

This Agreement is by and between you the client, hereinafter referred to as the "Licensee" or "you" and MediaFocus International, LLC, a Florida limited liability company, 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

The subject of this 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. Representations and Warranties of Licensee

(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) By accepting this Agreement you confirm that you have read and understood our "Privacy Policy" and agree to its terms.

(c) You are not a company, citizen or permanent resident of the following: Cuba, Iran, Iraq, North Korea, Libya, Sudan, Syria, the Taliban controlled areas of Afghanistan, or any other country or area with which Licensor is prohibited from doing business.

(d) You are not a member of any organization with which Licensor is prohibited from doing business.

(e) You agree to pay all sales taxes, use and similar taxes imposed by your state or country in connection with the licensing of any Content. Florida (USA) Licensees will be charged 7% sales tax at checkout.

(f) You shall not export, re-export, transfer or make available, whether directly or indirectly, any regulated item or information to anyone outside the United States in connection with this Agreement without first complying with all export control laws and regulations which apply to or may be imposed by the United States government or any country or organization of nations within whose jurisdiction Client operates or does business.

3. Usage Rights

The Licensor hereby grants the Licensee a non-exclusive, non-transferable license to use the Content, subject to the terms and conditions of this Agreement ("Usage License"). 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.

(3a) Any Content marked "R" for restricted or "editorial use only" is licensed **for editorial use only**. Editorial use is defined as legitimate mass media, presumed to be unbiased, which reaches a large, anonymous audience. Acceptable editorial uses include the use of Content for illustrative purposes in newspaper articles, magazine articles, online editorial articles, and newsletter articles that are in compliance with all terms of this Agreement and do not

violate any usage prohibitions set forth in this Agreement. Content marked “R” for restricted or “editorial use only” may not be used for commercial, trade, promotional or advertising purposes.

(3b) The Licensee may use Content for Licensee’s own projects as well as for projects created for a client or customer of Licensee who must be the end-user of the Licensee’s work. Any and all projects must be in accordance with the terms 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, unless marked “R” for restricted or “editorial use only” (see Paragraph 3a), and 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

No Extended License has been obtained for the Content.

4. Usage Prohibitions

The Licensee shall NOT:

(4a) use Content depicting a model or person, or any part thereof, in any way that, is under applicable law, considered pornographic, cruel, violent, abusive, obscene, immoral, illegal, infringing, libelous, or defamatory in nature;

(4b) use Content depicting a model or person, or any part thereof, in any way in connection with dating services or escort services;

(4c) use Content depicting a model or person, or any part thereof, in any way in connection with (i) mental disorders, substance abuse, physical or mental abuse, diseases, physical impairments or other health issues, or (ii) endorsement of a product, service, business, cause or association, or (iii) social issues, sexual activity or implied sexual activity, sexual preferences, sensitive or controversial subjects, unless (a) the Content is accompanied by a statement clearly identifying that any person depicted in the Content is a model and that the Content is used for illustrative purposes only, or (b) the Content itself clearly and undisputedly depicts the model or person in such subject matter in which case the Content may be used in such context but only to the extent as the subject matter is depicted in the Content itself.

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

(4e) use, store 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, mouse pads, 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, Intranets, 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 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 business similar to or competing with MediaFocus International, LLC.

5. Acknowledgements by the Licensee

Licensee, hereby acknowledges to understand and agree that

(5a) the Usage License is granted to the Licensee and cannot 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 its 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;

(5d) Content marked "R" or "for editorial use only" is licensed exclusively for editorial and personal use; each editorial must be accompanied by the following credit. "© MediaFocus International, LLC / Supplier's Name (as provided by the Licensor or embedded in the Content file)";

(5e) Except as expressly set forth in this Agreement, 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) Except as expressly set forth in this Agreement, the Licensor grants no rights and makes no warranties for Content depicting logos, trademarks, names, objects that are patented or copyrighted, works of art, architecture, or any other content depicted that is protected by intellectual property rights, any right of privacy or publicity, or any other applicable law; 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, object, or any other depicted Content. 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, architecture, or any other content depicted that is protected by intellectual property rights, any right of privacy or publicity, or any other applicable law; 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, which termination must be made in writing. 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 copies.

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 SUCH AS THE LICENSEE 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. CONTENT IS PROVIDED "AS IS" WITHOUT REPRESENTATION AND "WITH ALL FAULTS". THE LICENSOR DOES NOT WARRANT THAT THE CONTENT IS ERROR FREE OR THAT CONTENT USAGE IS UNINTERRUPTED. LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL LICENSOR BE LIABLE FOR LOSS, COST, EXPENSE, OR DAMAGE TO LICENSEE IN AN AMOUNT EXCEEDING THE FEES ACTUALLY PAID BY LICENSEE TO LICENSOR UNDER THIS AGREEMENT. LICENSOR HAS NO OBLIGATIONS LICENSOR HAS NOT EXPRESSLY ACCEPTED HEREIN. LICENSOR SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER RESULTING FROM ANY BREACH OF THIS

AGREEMENT OR OTHERWISE ARISING OUT OF OR RELATING TO, THIS AGREEMENT OR THE SUPPORT, OR THE SERVICES, OR FOR ITS NEGLIGENCE OR GROSS NEGLIGENCE, OR FOR ANY CLAIM MADE AGAINST LICENSEE BY ANY OTHER PARTY EVEN IF LICENSOR HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM.

9. General Terms

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 shall be governed by, interpreted and construed in accordance with the laws of the State of Florida applicable to contracts entered into and wholly to be performed in the State of Florida without regard to its conflict of law provisions. You irrevocably consent to the exclusive jurisdiction of the courts of the State of Florida and the federal court situated in the State of Florida, in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

All actions hereunder must be brought in the state of Florida in and for Sarasota County, Florida and if such courts do not have jurisdiction then in the federal courts in and for Sarasota County, Florida without regard to any present or future domicile or principal place of business of the parties. Each party irrevocably submits to the jurisdiction of such courts for itself and in respect of its property with respect to such action. The parties irrevocably agree that venue would be proper in such courts, and hereby waive any objection that such court is an improper or inconvenient forum for the resolution of such action.

The parties shall settle any controversy arising out of this Agreement by arbitration in Sarasota County, Florida in accordance with the rules of the American Arbitration Association. A single arbitrator shall be agreed upon by the parties, or if the parties cannot agree upon an arbitrator within ten (10) days of filing with the American Arbitration Association, then the parties agree that a single arbitrator shall be appointed by the American Arbitration Association. The arbitrator shall award costs and reasonable attorneys fees to the prevailing party as part of the award. The award shall be binding and may be entered as a judgment in any court of competent jurisdiction. Either party may also seek equitable or extraordinary relief through judicial proceedings.

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.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HERETO WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION BROUGHT UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT. EACH PARTY'S WAIVER IS A MATERIAL INDUCEMENT TO THE OTHER PARTY TO ENTER INTO THIS AGREEMENT.

The Licensee shall indemnify and hold harmless Licensor, its affiliates, and each of their respective directors, officers, employees, agents, and Licensees, from and against, and pay as they become due, all damages, including direct, incidental and consequential damages, claims and costs and expenses, including reasonable attorney fees, that Licensor incurs and which are caused directly, incidental, consequential, or indirect as a result of or in connection with any breach of this Agreement by Licensee.

The parties hereto agree that this Agreement, including all exhibits and addenda attached hereto and the Membership Agreement constitute the entire agreement between and among them with respect to the subject matter of this Agreement and that it supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, expressed or implied, oral or written. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.

The invalidity of any provision or provisions of this Agreement will not and shall not be deemed to affect the validity of any other provision hereof. In the event that any provision of this Agreement is held to be invalid, the parties hereto agree that the remaining provisions shall remain in full force and effect.

This Agreement shall be binding upon and inure to the benefit of all successors of the parties hereto.

All headings contained herein are for purposes of reference and convenience only and shall not limit or define any rights or obligations of the parties hereto.

Checking the "I Agree" on the Licensor's website shall be conclusively deemed to be the equivalent of the electronic signature on this Agreement of the person checking the box.

Each party has all requisite power, authority and legal right to execute this Agreement in connection with the transactions contemplated by this Agreement. In accordance with applicable law and each party's respective organizational documents, each party has taken all necessary action to authorize the execution, delivery and performance of this Agreement and to consummate the transactions contemplated hereby. Each person signing this Agreement represents and warrants that he or she has the authority to execute this Agreement on behalf of the entity for which he or she is signing.

This Agreement may be executed in counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument, and by facsimile transmission, which includes electronic signatures. Facsimile signatures shall bind the parties hereto. The parties hereto acknowledge and agree that in all respects no party shall be considered to be an agent, partner, or joint venturer of any other party in any manner whatsoever. No party shall have express or implied authority to act on behalf of or make any representations whatsoever on behalf of any other party except as specifically provided by this Agreement. No party shall have any right to control any activities of any other party other than as provided by the terms of this Agreement.

No party shall be in default or otherwise liable for any delay in failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, or any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act by third parties, the other party or such other party's employees, agents or contractors. The parties shall promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a substantial delay in the performance of this Agreement.

All covenants, agreements, representations and warranties relating to limitation of liability, indemnifications, warranties, venue, applicable law, arbitration, waiver of jury trial, and Licensor rights shall survive termination of this Agreement and shall continue in full effect.

Should any of the parties hereto default in any of its covenants or obligations herein provided and should any other party hereto commence arbitration, legal or equitable action, the prevailing party shall be awarded all costs of said arbitration or litigation, including reasonable attorney fees.