

Inspirestock

License Agreement

THIS IS A BINDING LEGAL AGREEMENT BETWEEN Inspirestock AND YOU, OR, IF YOU MAKE THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER, THE SAME RIGHTS, LIMITATIONS AND RESTRICTIONS APPLY TO YOUR EMPLOYER. BY USING THIS COMPACT DISC, YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS OF THIS LICENSE AGREEMENT, PROMPTLY RETURN THE UNUSED COMPACT DISC IN THE ORIGINAL PACKAGING FOR A FULL REFUND.

GRANT OF LICENSE

Inspirestock (Inspirestock hereafter) grants you the non-exclusive, non-transferable license to use and modify the images contained on this compact disc subject to the restrictions contained herein. The Compact Disc may not be copied in its entirety but it can be shared by no more than 8 persons within the same entity, across the same computer network. You may not rent, transfer or grant any rights to the images contained hereon, or any compilation, or collective work containing such images to any third party or organization without prior written consent of Inspirestock.

This license agreement DOES PERMIT the following uses of the images.

You may use these images in your personal, professional, internal, editorial and client projects including printed materials, advertisements, packaging, presentations, video, on-line or multimedia projects.

This license agreement DOES NOT PERMIT the following uses of the images.

1. You may not post any image or images from this disc on any electronic bulletin board, put the images on-line in a downloadable format, or use the images in a website at a resolution higher than 640 x 480 pixels at 72dpi.
2. You may not use, or allow anyone else to use any of these images to create pornographic, libellous, obscene or defamatory images.
3. Images are not to be resold or transferred to another party.
4. An image may not be incorporated into an artwork for which a claim of new copyright may be obtained.

To the best of the Company's knowledge, the photographic content in this compact disc are not defamatory, obscene or blasphemous, and do not infringe any rights of copyright or other intellectual property or proprietary rights of third parties, but no right of action shall accrue against the Company in the event of the said photographic works being deemed or found to be defamatory, obscene or blasphemous or an infringement of third party rights. The Company warrants that all permissions and consents required in relation to the exploitation of persons and individuals featured in the said photographic works have been obtained but that this permission expressly and exclusively relates only to activities and uses permitted by the terms of this Agreement as outlined above.

Using an image or images from this disc in a way not covered or specifically prohibited by this agreement, without prior written consent from Inspirestock, is a violation of copyright law. This license is in force until it is terminated. If you do not comply with the terms and conditions above, this license automatically terminates. At termination, the product must be returned to Inspirestock immediately.

LIMITED WARRANTY AND LIMITATIONS OF LIABILITY

Inspirestock warrants this CD to be free from defects in material and workmanship for 60 days from delivery. Your sole and exclusive remedy for a breach of this warranty is the replacement of the disc or refund of the purchase price, at Inspirestock's option. NEITHER Inspirestock, ITS DISTRIBUTORS NOR ITS LICENSORS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY GENERAL, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR OTHER DAMAGES ARISING OUT OF THIS LICENSE OR YOUR OR ANY THIRD PARTY'S USE OF THE IMAGES. IF Inspirestock SHALL HAVE ANY LIABILITY OF ANY KIND TO YOU OR ANY THIRD PARTY BY VIRTUE OF THIS LICENSE OR YOUR OR ANY THIRD PARTY'S USE OF THE IMAGES, YOU AGREE THAT THE TOTAL AGGREGATE LIABILITY OF Inspirestock SHALL NOT EXCEED THE LICENSE FEE YOU PAID FOR THE DISC. THIS LIMITATION OF LIABILITY REFLECTS AN ALLOCATION OF RISK BETWEEN YOU AND Inspirestock IN VIEW OF THE NOMINAL LICENSE FEE CHARGED.

COPYRIGHT

All images contained on this CD are owned by Inspirestock or its licensors and are protected by the international treaty provisions and other applicable laws. No title to or intellectual property rights to the images or the CD are transferred to you. Inspirestock retains all rights not expressly granted by this license agreement.