

# Time-Exclusive License Agreement

## Quick read.

Within five minutes of you purchasing the Time-Exclusive license the media will be removed from our site, granting you completely exclusive rights to the image from the date purchased until the date specified by you. On top of this you also get all the rights of an Extended License. The image will automatically re-appear for sale on our site when your Time-Exclusivity Expires.

If you are running a big project or campaign, why not make sure that you have the media for yourself in that time-frame. It will still be significantly cheaper and easier than hiring a local photographer. Prices range from \$20 to \$200 per month depending on the image.

Important Quotes from the agreement - most users are looking for this part:

**5.1 Exclusivity of media** We guarantee that the Media in question is exclusively available for purchasing only on the Site and that the Media in question will not be available for download on the Site from the date of your purchase of the Media until the date specified in your order.

## 1. Definitions

Unless the context otherwise indicates, please note the following:

- 1.1 **"Agreement"** refers to the Time-Exclusive 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](http://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 including Terms of Use. 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 and legal authority 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 and for Extended Permitted Uses, as defined in the Standard License Agreement and the Extended License Agreement. Unless the activity or use is a Permitted Use or an Extended Permitted Use, such activity will be prohibited.
- 3.2 **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.
- 3.3 **Limitations** All images on PeopleImages.com are subject to the Standard License Agreement, except if a different license, such as this Agreement, 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. Guarantee

5.1 Exclusivity of media We guarantee that the Media in question is exclusively available for purchasing only on the Site and that the Media in question will not be available for download on the Site from the date of your purchase of the Media until the date specified in your order.

5.2 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.

5.3 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, the Standard 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 images 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](mailto: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 overrules any proposal or prior agreement and any other communication between You and Us relating to the media which is subject to this Agreement.