

99% Buy-out License Agreement

Quick read.

With this Agreement we promise to remove the selected Media from peopleimages.com as well as all other major online stock agencies! This license type illustrates our efforts to eliminate all future sales on a particular image that you want for yourself. This is a costly and time-consuming procedure for us, but it will give you what you want - an image for yourself!

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

5.1 Removal of Media Our promise to You is that the requested Media will be removed from all major online stock agencies' web sites within 5 working days from the date when You buy any Media under this Agreement. This promise is not a 100% guarantee that the Media will be completely removed from all sites as this Media has already been distributed to multiple online stock agencies and may already have been sold, however we promise that we will do Our very best to remove this Media from Our partners sites.

1. Definitions

Unless the context otherwise indicates, please note the following:

1.1 "Agreement" refers to the 99% Buy-out 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 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 grant 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 Media on the Site 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. Promise

5.1 Removal of Media Our promise to You is that the requested Media will be removed from all major online stock agencies' web sites within 5 working days from the date when You buy any Media under this Agreement. This promise is not a 100% guarantee that the Media will be completely removed from all sites as this Media has already been distributed to multiple online stock agencies and may already have been sold, however we promise that we will do Our very best to remove this Media from Our partners sites.

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 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 overrules any proposal or prior agreement and any other communication between You and Us relating to the media which is subject to this Agreement.