

# Membership Agreement

This Membership Agreement ("Agreement") governs your membership to the Peopleimages community, allowing you full access to the membership areas of the website located at <http://www.peopleimages.com> (the "Site") which is owned and operated by Yuri Arcurs Productions (Pty) Ltd. (Reg No: 2010/021359/07), a company incorporated in terms of the company laws of South Africa. This Agreement is in addition to the Terms of Use applicable to general use of the Site.

The right to access and use the membership areas of the Site is provided by Peopleimages to you on condition that you accept all the terms and conditions of this Agreement and the general Terms of Use. In the event of any inconsistency between this Agreement and the Terms of Use, the terms of this Agreement shall govern. **If, for whatever reason you do not accept and abide to all the terms and conditions contained in this Agreement, you cannot gain access to the membership areas of the Site.**

## 1. CONTENT AND OTHER MATERIAL

You acknowledge that the Site contains or may contain a variety of works, including photographs, software, audio files, photographs, film and video footage, illustrations, animation, Flash files, data files, templates, media project files, code snippets and other material (collectively "Content"), protected by copyright, trademark or other intellectual property rights of Peopleimages and its affiliates or other third parties (including other contributors and members).

Content is provided to the Site through members entering into an Artist's Submission Agreement, Distribution Agreement or Employment Contract. No Content may be uploaded to the Site or otherwise submitted to us unless the person or entity doing so has entered into one of these aforementioned agreements. You may download Content only in accordance with the terms of this Agreement as well as the applicable License Agreement (For example, Standard License Agreement or Extended License Agreement).

You may not transfer, sell, publish, move, reproduce, or develop modified or redone Content or use the Site Content in any similar way, or in any way exploit any of the Content, in part or in whole, except as otherwise expressly permitted in this Agreement and any other agreement entered into at the time such Content was downloaded, such as the Standard License Agreement or Extended License Agreement.

## 2. REGISTRATION AND SECURITY

In consideration of your use of the Site, you agree to:

- Provide current, complete and accurate information about yourself when prompted to do so by any registration forms on the Site and to keep this information up to date on a regular basis.
- Maintain the security of your password and identification at all times.
- Not disclose your registration information to any third party without the consent of Peopleimages. In the event of unauthorised access or other breach of security, Peopleimages should be notified immediately.
- Accept all responsibility for each access to the Site and all activities that occur under your account using your username and password.

## 3. SITE CODE OF CONDUCT

You confirm that you do not intend to use the Site or its resources for any purpose that is unlawful. You therefore agree to avoid using any files or information from the Site in an inappropriate manner including, but not limited to:

- Defaming, abusing, harassing, stalking, threatening or otherwise violating the legal rights (such as rights of privacy and data protection) of others.

- Placing, publishing, posting, distributing or disseminating any defamatory, infringing, obscene, indecent or unlawful material or information.
- Passing, resending, uploading or in any other way distributing, cooperating or taking part in the sharing of files or parts of program code that include, contain or consist of parts of software or other files under the protection of intellectual property or copyright laws and any affiliated protections (including the right of confidentiality), excluding cases where you own or control such rights or have necessary permission.
- Passing, resending, uploading or in any other way distributing, cooperating or taking part in the sharing of files or parts of program code that contain viruses, corrupted files or any other similar software or programs that may damage or inhibit the operation of other computers.
- Deleting, clearing, cutting or in any other way concealing any author attributions, labels, identifications, or legal notices in any files uploaded or downloaded.
- Imitating or falsifying the origin / source of software or other material contained in a file that is uploaded.
- Advertising or selling any goods or services of any kind or conduct or forward surveys, contests, adverts or spam mails.
- Downloading or saving any file or software if you know, or reasonably should know that they are unlawful and cannot or should not be legally distributed.
- Using any information received or Content obtained through the Site in a manner that is in direct or indirect competition to Peopleimages activities.

You acknowledge that the “Ask us a Question” section of the Site is public and not private communications. Further, you acknowledge that no communication of a third party or Content is endorsed by Peopleimages and no communication of a third party or Content may be considered reviewed, screened or approved by Peopleimages. As per Section 6 below, Peopleimages reserves the right for any reason to remove without notification to authors, license-holders or owners of the Content or other material posted to the Site. You agree to refrain from using the Site in such a way that could result in its damage, operational trouble, or other negative outcome for other Site users. Also, you agree not to attempt to gain unauthorised access to any other member accounts, computer systems or networks associated with the Site. Finally, you agree to access the Content in accordance with all Site policies and agreements.

#### **4. PURCHASING CURRENCY**

Pre-paid Currency can be purchased within the membership area of the Site in order to buy licensed Content or services. Currency can be purchased online with VISA, MasterCard, or PayPal. The price of currency purchased through the Site will be the price specified on the Site at the time of your purchase. By entering your credit card information you warrant that you are the cardholder and that the billing information you enter is accurate.

By approving the purchase of any Peopleimages product or service, which includes but is not limited to all Media, custom retouching, various Media licenses, exclusives, subscriptions, custom shoots, etc. you authorize Peopleimages to charge the specified credit card, or PayPal account, for the total amount of the purchase.

If You purchase a subscription and it is set to renew automatically You authorize Peopleimages to charge the applicable subscription fees at the then applicable rates and taxes for the subscription to your credit card on tile at the expiration of the term. You may change your auto-renewal preferences on your profile. Your subscription can only be cancelled as set out in Section 13.3 in the License Agreement, which can always be found in the support area on [www.peopleimages.com](http://www.peopleimages.com) under license agreements.

#### **5. ADMINISTERING CONTENT**

As stated above, we do not and cannot review all communications or Content uploaded to the Site and therefore cannot be held responsible for such content and communications. Notwithstanding the foregoing, We reserve the right to delete, move or edit any communication or Content that We determine violates or may violate this Agreement or is otherwise unacceptable. You shall remain solely responsible for all communications made or Content uploaded under your username. We have the right but not the obligation to correct any errors or omissions of any Content. You

acknowledge that any screening of Content performed by Us to determine its acceptability is done as a courtesy only.

## **6. CONFIDENTIALITY**

In accordance with the purposes of this Agreement, the term “Confidential Information” should be read as any documents, software, data, information, files or materials related to the business, management, enterprise, staff, members, affiliates, licensees and licensors, or such of Peopleimages, that is clearly defined or ought reasonably to be considered confidential, including but not limited to: designs, processes, business model and operations, prices, strategies, promotions, investigations, know-how, training materials, trade secrets, clients, personnel, methodologies, Site content belonging to others and other intellectual property.

You acknowledge that Confidential Information, which you obtain through the entering into this Agreement, is as defined above and cannot be used or disclosed to third parties without the express written consent of Peopleimages, except in cases established by law or specifically authorised within the this Agreement.

## **7. DISCLAIMER**

The Site and any Content contained therein, are offered for review “as is” without any interference from the side of the Site holders (except pre-moderation), conditions and warranties of any kind, either expressed or implied. These warranties include conditions and warranties of merchantability, or fitness for a particular purpose. Peopleimages does not guarantee that the Site, the Content or the services will meet your expectations and requirements, nor that the process of its usage will be error free or uninterrupted for any reason. We also don't guarantee that the Site or the Content available for downloading will be free of viruses or similar contamination or destructive features.

## **8. LIMITATION OF LIABILITY**

YOU ACKNOWLEDGE THAT YOU UNDERSTAND, ACCEPT AND ASSUME ALL RESPONSIBILITY AND RISK RESULTING FROM USE OF THE SITE, WITHOUT LIMITATIONS.

IN NO EVENT SHALL PEOPLEIMAGES, ITS EMPLOYEES, MANAGEMENT, PARTNERS, SHAREHOLDERS, AFFILIATES AND AGENTS BE LIABLE FOR ANY KIND OR SHUTDOWN OF THE SITE RESULTING IN LOSS OF BUSINESS INFORMATION, PROFIT OR OTHER FINANCIAL LOSSES IN CONNECTION WITH CLAIMS OF ANY KIND, LOSSES, PETITIONS, ACTIONS, DAMAGES, OR OTHER EVENTS ARISING OUT OF THIS MEMBERSHIP AGREEMENT, AS WELL AS OUT OF ITS JURISDICTION, INCLUDING WITHOUT LIMITATIONS THE SITE, THE CONTENT, OR ANY FILES OR PARTS THEREOF, AS WELL AS ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF PEOPLEIMAGES WAS ADVISED OF THE THEORETICAL POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF WHETHER THE ACTION IS BASED ON CONTRACT, INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT IN CONNECTION WITH THE USE OR EXPLOITATION OF THE SITE, IN WHOLE OR IN PART, OR THE CONTENT IN ANY MANNER WHATSOEVER SHALL NOT EXCEED FIVE US DOLLARS (\$5.00).

IF CERTAIN JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, ALL ABOVE-STATED LIMITATIONS AND EXCLUSIONS SHALL NOT BE APPLIED TO YOU. IN CASES FALLING UNDER SUCH JURISDICTION, THE LIABILITY OF PEOPLEIMAGES OR ANY OF ITS EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARTNERS, AFFILIATES, LICENSE HOLDERS OR AGENTS SHALL BE LIMITED TO THE MAXIMUM VALUE PERMITTED BY THE LAW.

## **9. INDEMNITY**

YOU AGREE TO INDEMNIFY, PROTECT AND DEFEND PEOPLEIMAGES (ITS MANAGEMENT, EMPLOYEES, SHAREHOLDERS, PARTNERS, AFFILIATES, PARENT COMPANY, ETC) AGAINST ALL CLAIMS, LIABILITIES, LOSSES AND EXPENSES AGAINST PEOPLEIMAGES ARISING OUT OF OR IN CONNECTION WITH ANY BREACH BY YOU OR ANYONE ACTING ON YOUR BEHALF OF ANY OF THIS AGREEMENT.

## **10. MINORS**

You agree and warrant that you are of sufficient legal age to use the Site and to create binding legal obligations for any liability you may incur as a result of the use of the Site. You agree to be responsible for all of your use of the Site (as well as for use of your username and password by others, including without limitation, minors living with you). You agree to oversee all usage by minors of the Site under your name or account.

## **11. TERM AND TERMINATION**

This Membership Agreement is effective until terminated. You may terminate this Membership Agreement at any time by e-mailing support@peopleimages.com or by such other means of written notice acceptable to Peopleimages which enables confirmation of your identity and your intention to terminate. We reserve the right, in our sole discretion, to suspend, terminate or restrict your right to access all or some of the membership areas, Content and resources of the Site at any time, for any reason and without prior notice or liability.

Peopleimages has the ability and right to suspend, change or terminate the whole or any part of the Site, its functions, features, resources or databases without prior notification or additional liabilities.

Termination of this Agreement does not indicate automatic exemption of liability and obligation of reimbursement of debts to Peopleimages under this Agreement or your obligations to not use the membership areas of the Site or any Content other than in the manner permitted under this Agreement or any other agreement entered into at the time such Content was downloaded (such as a License Agreement). This Agreement will be terminated without derogations or impairment to the rights of Peopleimages, limitations and defense of liabilities provided in accordance with the terms of this Agreement, which defense, limitations of liabilities and rights shall survive termination of this Agreement.

Peopleimages may also suspend or terminate your access to the membership areas of the Site due to account inactivity, which is defined as failing to access the membership areas of the Site for an extended period of time, as reasonably determined by Peopleimages.

Upon termination of your account and access to the membership areas of the Site, you agree to forfeit any remaining currency, credits or subscription on your account, without notice.

## **12. CONTROLLING LAW AND SEVERABILITY**

This Agreement will be governed by and construed in accordance with the laws of South Africa.

You agree to service and process all necessary notifications directed to you by email, registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information indicated by you when registering and being granted access to the membership areas on the Site, or such other address as you may advise us in writing to use, from time to time.

You agree to refrain from taking part or organising any collective claim against Peopleimages in connection with the Site, provisions of this Agreement or any agreements considered herein.

If Peopleimages is obligated to go to court, rather than arbitration, for collection of any payable fees or to enforce any of Our rights, you agree to reimburse Peopleimages for all legal fees, costs and disbursements if Peopleimages is successful.

## **13. GENERAL**

You confirm that, in addition to the terms of this Agreement, you have familiarised yourself with the Terms of Use and other agreements that are referenced in this Agreement, and agree to be bound them. Failure by Peopleimages to enforce or insist upon accurate implementation of the provisions of this Agreement or other agreements shall not be construed as a waiver of any rights or provisions. This Agreement is personal and specific to you and is not assignable

by you without Peopleimages prior written consent.

The original, legally binding version of this document is written in English, and it may at times be translated into other languages for the courtesy of our non-English-speaking users. If there are any discrepancies between the English version and a translated version, the English version supersedes the translated version.

#### **14. CHANGES TO THIS AGREEMENT**

Peopleimages may change or modify all or any part of this Agreement at any time, effective immediately upon notice published on the Site. You are cautioned to review the Terms of Use and the guidelines, policies, restrictions and agreements posted on the Site periodically. Your continued access to or use of the Site after any such changes are posted will constitute your acceptance of and agreement to the changes. If we make any material changes we will notify you by e-mail (sent to the e-mail address specified in your account) or by means of a notice on this Site prior to the change becoming effective.

#### **15. CONTACT US**

If you have any questions, comments, complaints or suggestions regarding this Agreement, you may forward them to [legal@peopleimages.com](mailto:legal@peopleimages.com) or via postal mail to 10 Kloof Street, Gardens, Cape Town, South Africa, 8001.

#### **16. ACKNOWLEDGEMENT**

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, AND UNDERSTOOD IT, AND YOU AGREE TO BE BOUND BY ITS TERMS. YOU FURTHER AGREE THAT THIS AGREEMENT SUPERSEDES ANY PRIOR AGREEMENT OR PROPOSAL, WRITTEN OR VERBAL, AND ANY OTHER COMMUNICATION BETWEEN YOU AND PEOPLEIMAGES RELATING TO THE SUBJECT OF THIS AGREEMENT.