

License Agreements

Important Notice

This License Agreement incorporates the terms of the Membership Agreement which can be found on our website at www.peopleimages.com.

Any term found in the Membership Agreement applies to this License Agreement too, unless a term in this agreement contradicts it.

By downloading any Media from the Site, by making any Use of the Media, or by indicating Your acceptance of this Agreement in any other way, You agree to the terms of this License Agreement.

1. Background to Agreement

1.1. The rights that You have to use Media downloaded from Our website are set out in this Agreement. You can only Use the Media if You agree to the terms of this Agreement.

1.2. If You do not agree, or do not have authority to enter into this agreement, You may not download or make Use of the Media.

2. Definitions

The following words and phrases have these meanings in this Agreement:

2.1. "Agreement" means this License Agreement as well as the Membership Agreement and Order Confirmation, which are deemed to form part of the Agreement.

2.2. "CPA" means the Consumer Protection Act No. 68 of 2008.

2.3. "Intellectual Property Rights" means copyright, patents, registered designs, trademarks (whether registered or not), trade secrets, database rights, design rights, service marks and other intellectual property rights and rights to claim something as confidential information, including in other jurisdictions that grant similar rights.

2.4. "License Date" means the date on which the license begins as described in clause 4.2.

2.5. "License Fee" means the amount payable in respect of licensing the Licensed Media from Us as set out in the Membership Agreement.

2.6. "Licensed Media" means Media that You are licensed to Use in terms of this Agreement.

2.7. "Media" means photographs, images, vectors, films, videos, animations or other audio / visual media offered for distribution through the Site, and includes portions and adaptations thereof.

2.8. "Order Confirmation" means the confirmation that We send to You that confirms the Terms of Your order for Media.

2.9. "Permitted Use" means the way You are allowed to Use the Licensed Media (see the Terms).

2.10. "Prohibited Use" means a Use of the Licensed Media that is not a Permitted Use and / or that is described as a prohibited use.

2.11. "Site" means Internet World Wide website at URL www.peopleimages.com or another URL that We may use for these purposes.

2.12. "Terms" means the "Standard License", "Extended License", "Time-exclusive License" and / or "99% Buy-out License" terms as described in clauses 7, 8, 9, and 10.

2.13. "Us", "We" or "Our" means Yuri Arcurs Productions (Pty) Ltd, a company incorporated in terms of the company laws of the Republic of South Africa with registration number 2010/021359/07, and also includes reference to our holding company and its subsidiaries.

2.14. "Use" in relation to the Media means to reproduce, publish, perform, broadcast, transmit, adapt and / or create derivative works from the Media.

2.15. "Working Day" means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa.

2.16. "You" or "Your" refers to you, or your employer or any other entity that you have full legal authority to bind and

may be accepting this Agreement on behalf of.

3. Agreement

3.1. Acceptance. By downloading any Media from the Site, by making any Use of the Media, or by indicating Your acceptance of this Agreement in any other way, You agree to the terms of this Agreement.

3.2. Separate Agreements. This is not a master agreement: each time You download Media, You enter into a separate License Agreement for that Media.

3.3. Incorporation. This Agreement consists of this document, and also incorporates the terms of the Membership Agreement and the Order Confirmation.

3.4. Conflict. If there is any conflict between the contents of this document and the contents of the Membership Agreement or Order Confirmation, then the provisions of this document will prevail.

4. Grant of License

4.1. You may not make any Use of the Media without agreeing to the terms of this Agreement.

4.2. Commencement of License. The license as described in this clause will only come into being upon payment in full of the License Fee, which will be confirmed by the Order Confirmation.

4.3. Dispute. If there is a dispute between the parties relating to the payment of any License Fee, or the Use to which You put the Licensed Media, We may at Our sole discretion suspend operation of the license for the period of the dispute.

4.4. Grant of License. We grant You a non-exclusive, non-assignable and worldwide license to Use the Licensed Media subject to the Terms selected by You and reflected on the Order Confirmation. Note that the license only applies to the resolution of Media that You selected in your order.

4.5. Breach of License. Any Use of the Licensed Media not listed as a Permitted Use, or which is listed as a Prohibited Use will be a material breach of this Agreement and an infringement of copyright.

4.6. Retention of Rights. Despite anything that may appear elsewhere in this Agreement:

4.6.1. All rights in and to the Media, including Intellectual Property Rights, are retained by Us.

4.6.2. Nothing in this Agreement is to be interpreted as an assignment of any Intellectual Property Rights in the Media to You or to any third party.

4.6.3. We will own the Intellectual Property Rights to any adaptations made to the Media.

4.7. Enquiries. If You are not certain whether a proposed activity is a Permitted Use or a Prohibited Use, You should contact Us using the contact details published on the Site.

4.8. Perpetual. Your right to use the Licensed Media does not expire, except for Media downloaded on a subscription and not used within 30 days after the end of Your subscription.

5. Subscription

5.1. When purchasing subscriptions You have a certain amount of downloads available, defined by the type of subscription you choose. Each type of license has its own cost as defined below:

5.1.1. A standard License costs one (1) downloads

5.1.2. Any nude Media costs five (5) downloads

5.1.3. An extended license costs ten (10) downloads

5.1.4. Time Exclusive Licensed Media and 99% buyout Licensed Media is not available on subscription

6. User restrictions

6.1. The Standard License is for one single user. Only one (1) user may access Your account on peopleimages.com, download Licensed Media, and use Licensed Media

6.2. The extended License, The Time Exclusive License, and The 99% buy-out License allows for a multiple-user option with more than one (1) user connected to Your account on peopleimages.com via sub-user accounts. Each sub-user account can download Licensed Media, and use Licensed Media.

6.3. Admin-user Accounts: You will be responsible for tracking all activity for each sub-user account, and you agree to: (1) maintain the security of all passwords and usernames; (2) notify Us immediately of any unauthorized use or other breach of security; and (3) accept all responsibility for activity that occurs under each sub-user account. We reserve the right to monitor downloads and user activity to ensure compliance with the terms of this agreement. If We determine that you are in breach of this or any other term of this agreement, We may suspend access to your account and seek further legal remedies.

6.4. Subscriptions: The multi-user option is available for Subscriptions under the same terms as defined above (6.1, 6.2, and 6.3).

7. Standard License

7.1. The terms in this clause apply to all Use of the Licensed Media, and the terms set out in this clause are also included in all of the other Terms.

7.2 Permitted Use. Permitted Use of Licensed Media subject to this license is restricted to the following:

7.2.1. Only You are allowed to Use the Licensed Media, but You may transfer files containing Licensed Media to Your clients, printers, Internet Service Provider and the like to facilitate Your Use as described in the Permitted Uses, but You must ensure that they do not make any other Use of the Licensed Media.

7.2.2. Use in advertising and promotional projects with less than 500 000 impressions. This includes printed materials, posters, product packaging, presentations, film and video presentations, commercials, catalogues, brochures, promotional greeting cards and promotional postcards (not for resale or license);

7.2.3. entertainment applications with less than 500 000 impressions, such as books and book covers, magazines, newspapers, editorials, newsletters, video, broadcast and theatrical presentations;

7.2.4. on-line or electronic publications with less than 500 000 impressions. This includes web pages to a maximum of 1200 x 800 pixels for an image or illustration or to a maximum of 640x480 for video (but not within templates for sale); and

7.2.5. any other Uses that We approve in advance in writing.

7.3. Prohibited Use. You may not do anything with the Licensed Media that is not expressly described as a Permitted Use. You may not Use the Licensed Media in products for resale, license or other distribution unless You purchase an Extended License Agreement. Any Use of the Licensed Media that is not a Permitted Use will constitute a breach of this license and infringement of copyright. Prohibited Use includes, but is not limited to:

7.3.1. Use of the Licensed Media in design templates intended for resale, whether online or not, including, without limitation, website templates, flash templates, business card templates, electronic greeting card templates, and brochure design templates;

7.3.2. Use or display of the Licensed Media on websites or other venues designed to induce or involving the sale, license or other distribution of any products, including postcards, mugs, T-shirts, posters and other items, as well as "on demand" products;

7.3.3. Use of the Licensed Media in any products for "on demand" resale, license or other distribution for profit, such as postcards, mugs, T-shirts, posters and other items;

7.3.4. Reproduction, either individually or in combination with others, of the Licensed Media, or any element of the Licensed Media, 500 000 times or more without obtaining an Extended License. However, You are allowed to Use the Licensed Media 500 000 times or more when Used in advertisements on websites or televised broadcasting, web-cast or theatrical production;

7.3.5. Use of the Licensed Media or a portion or adaptation thereof as part of a trademark, design trade name, businessmen, service mark, logo or get-up;

7.3.6. incorporation of the Licensed Media into any product that results in the re-distribution or re-Use of the Licensed Media or is otherwise made available in a manner such that a person can extract or access or reproduce the Licensed Media as an electronic file;

7.3.7. Use of the Licensed Media in a fashion that We (acting reasonably) consider to be pornographic, obscene, immoral, infringing of Intellectual Property Rights, defamatory in nature, or that would be reasonably likely to bring any person or property reflected in the Licensed Media into disrepute;

7.3.8. Use or display of any Media that features the model or person in a manner that may constitute identity theft. This includes Using the Licensed Media as part as an avatar or any other manner that falsely depicts the Model to be someone he or she clearly is not;

7.3.9. Use or display any Media that features a model or person in a manner that would lead a reasonable person to think that such person uses or personally endorses any business, product, service, cause, association or other endeavour;

7.3.10. Use that depicts such a model or person in a potentially sensitive subject matter, including, but not limited to mental and physical health issues, social issues, sexual or implied sexual activity or preferences, substance

abuse, crime, physical or mental abuse or ailments, or any other subject matter that would be reasonably likely to be offensive or unflattering to any person reflected in the Licensed Media;

7.3.11. to the extent that source code is contained within the Licensed Media, reverse engineer, decompile, or disassemble any part of such source code;

7.3.12. removal of any notice of copyright, trade-mark or other proprietary right from any place where it is on or embedded in the Licensed Media (an example of this would be to edit the IPTC data);

7.3.13. sub-license, re-sell, rent, lend, assign, donate or otherwise transfer or distribute the Licensed Media or the rights granted under this Agreement;

7.3.14. make available copies of the Licensed Media on a network server or web server for Use by others; and

7.3.15. Use or display the Licensed Media in an electronic format that enables it to be downloaded or distributed via mobile devices or shared in any peer-to-peer or similar file sharing arrangement.

7.4. Excess Production Run. If You wish to have a production run of 500 000 or more impressions of the Licensed Media, You must purchase an Extended License from Us.

7.5. Acknowledgement. When incorporated into print, film, broadcast productions or video products, You must include a copyright attribution in substantially the following form:

“Film Media courtesy of Yuri Arcurs Photography Aps, Used by Permission”

7.6. No subscription abuse. You may not stockpile, download or otherwise store content not used in a project or end use within 30 days after the end of your subscription for future use.

8. Extended License

8.1. If You selected the “Extended License” Terms, then the contents of this clause apply to Your Use of the Licensed Media. The “Standard License” Terms also apply to Your Use of the Licensed Media.

8.2. Permitted Use. Permitted Use of Licensed Media subject to the Extended License are as follows:

8.2.1. Permitted Use as defined in the Standard License, but allowing for 500 000 or more impressions;

8.2.2. Use of the Licensed Media within items for resale;

8.2.3. Use of the Licensed Media within electronic items for resale; and

8.2.4. Use of the Licensed Media within “on demand” products for sale for profit.

9. Time-Exclusive License

9.1. If You selected the “Time-exclusive License” Terms, then the contents of this clause apply to Your Use of the Licensed Media. The “Standard License” and “Extended License” Terms also apply to Your Use of the Licensed Media.

9.2. Exclusivity of Licensed Media. We guarantee that the Licensed Media will not be available on the Site or on any other online stock agencies' websites for other people to download, purchase or license in any way from the License Date until the date specified in Your order and confirmed in the Order Confirmation.

9.3. Limitation. The “Time-exclusive License” is available only in respect of Media that are exclusively available on the Site. We do not guarantee that the Licensed Media was not licensed to a third party prior to the License Date.

10. 99% Buy-out License

10.1. If You selected the “99% Buy-out License” Terms, then the contents of this clause apply to Your Use of the Licensed Media. The “Standard License” and “Extended License” Terms also apply to Your Use of the Licensed Media.

10.2. Removal of Licensed Media. We will remove the Licensed Media from the Site and We undertake to make best commercial efforts to remove the Licensed Media from all major online stock agencies' web sites within 5 Working Days after the License Date. This undertaking is not a 100% guarantee that the Licensed Media will be completely removed from distribution as the Licensed Media may have already been distributed to multiple online stock agencies and may already have been licensed to a third party.

10.3. Duration. We will not supply or license the Licensed Media to any third party for as long as this Agreement persists.

11. Pricing, Payment & Delivery

11.1. Payment. You must pay the License Fee as set out in the Membership Agreement.

11.2. Delivery. The Licensed Media will be delivered to You as set out in the Membership Agreement.

11.3. Taxes. You acknowledge that depending on Your nationality and geographical position, taxes may be added to the License Fee under this Agreement.

11.4. Subscriptions. 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 rate and taxes for the subscription to your credit card on file 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.

12. Warranties - General

12.1. Intellectual Property Rights Warranty.

12.1.1. We warrant that in licensing the Licensed Media to You on the terms set in this Agreement We are not infringing any third party's Intellectual Property Rights in the Licensed Media.

12.1.2. This warranty will not apply if You know, or under the circumstances should reasonably know, that third party Intellectual Property Rights are being infringed in this way, unless You immediately inform Us of this in writing and cease all Use of the Licensed Media.

12.2. Releases. We warrant that all necessary model and/or property releases for Use of the Licensed Media in the manner specified in this Agreement have been obtained.

12.3. Limited Warranty. With the exception of the warranties given above, the Licensed Media is provided "as is" without representations or warranties of any kind whether express or implied in respect of the Licensed Media, and in particular makes no representations or warranties regarding the quality of the Licensed Media or the fitness of the Licensed Media for the purpose for which You acquired it.

12.4. CPA. If the CPA is applicable to this Agreement, the provisions of this Agreement or of this clause will not be interpreted so as to exclude Your rights under sections 54, 55, and 56 of the CPA, which are admitted only to the minimum possible extent. Unless the contrary is stated elsewhere in this Agreement, You will have no rights in respect of quality of service, safe & good quality goods or implied warranty of quality beyond those explicitly stated in this Agreement or the aforementioned sections.

13. Termination

13.1. Termination for Breach. If You commit a material breach of this Agreement and fail to remedy the breach within 5 (five) Working Days after having received a written notice to do so, We may terminate this Agreement (including Your license to Use the Licensed Media) without further notice to You.

13.2. Termination for Convenience. Except in the case of subscriptions, You may terminate this Agreement at any time by giving Us written notice.

13.3. Subscription termination. Unless renewed, subscription agreements terminate automatically at the end of the subscription period, with a 30-day grace period to use any Media downloaded during the subscription term in a project or other end use. Media incorporated into projects or end uses prior to the expiration of the grace period may continue to be used in perpetuity in that project and in any other projects. Any Media not included in a project at the end of the 30-day grace period is not considered licensed Media and must be deleted. Any Media that is used within the 30-day grace period remains subject to the terms of this agreement. We may terminate any licenses before the end of the subscription period if it reasonable to believe there is a violation of this Agreement and/or abuse of the subscription account, in which case you must immediately: cease using the Media; delete or destroy any copies; confirm to Us in writing that You have complied with these requirements; and pay Us any amounts which remain owing to the end of the term of Your subscription as set on Your invoice.

13.4. Subscription Refunds. Refunds for subscriptions can be made within 14 days of your invoice date, provided you have not downloaded more than five (5) images or other Media and have not made use of any downloaded Media.

13.5. Credits and Media Refund: Credits can be refunded within 48 hours of purchase and purchased Media can be returned within seven (7) business days of purchase from www.peopleimages.com if You have not made use of any the downloaded Media. If the Media or Credits have been purchased as a subscription, please see 13.4.

13.6. Custom retouched images are NOT eligible for return, however if the image has not been used for any media /and or advertising we will fully refund your purchase with credits on your Peopleimages.com account.

13.7. Consequences of Termination. If this Agreement is terminated for any reason then You must:

13.7.1. destroy all copies of the Licensed Media in Your possession, and ensure that all copies in the possession of Your clients, printers and service providers are destroyed too;

13.7.2 cease any Use of the Licensed Media for any purpose.

13.7.3 For specific consequences of subscription termination, see 13.3. above.

13.8 Right to Claim Damages. Termination of this Agreement will not affect Our right to claim damages against You

for breach of this Agreement and / or copyright infringement.

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