

Rights Managed License Agreement

NOTICE TO USER: THIS IS A LEGAL AGREEMENT BETWEEN YOU AND MYLOUPE INC., (hereafter "MYLOUPE", "We" or "Us"). By clicking the "I Accept" button, you agree to be bound by the terms of this license agreement. If you do not agree to the terms, you will not be permitted to proceed and will be denied any digital delivery of the Images.

The term "Images" in this License Agreement refers to any photograph, illustration, print, drawings, paintings, film footage, digital images and any and all other visual images and includes keywords, descriptions and captions associated therewith

If you are obtaining image reproduction rights on behalf of a company, you represent that you have the authority and right to bind the company to the terms contained in this agreement. MYLOUPE reserves the right to alter, modify or update these terms of use at any time and you agree to be bound by such modifications, alterations or updates.

OWNERSHIP OF THIS WEBSITE

This website is owned and operated by MYLOUPE. All elements of the site, including the content and the general design are protected by copyright, trademark, trade dress and other US and international laws or treaties relating to intellectual property.

PERMITTED USAGE

Comp Use: MYLOUPE grants you a personal, nontransferable, nonexclusive license to copy the Images you have selected onto your computer hard drive and to use the image(s) and any derivative works or copies (collectively, the "Image(s)") on one computer and with one user at a time only in the United States. The Images may only be copied, modified and incorporated in materials for sample use including comprehensive layouts ("comp use"). The Images may not be used in any final materials distributed internally or to the public. All other rights are reserved to MYLOUPE. You must [contact MYLOUPE](#) to obtain a license for additional use.

Other than the above Comp Use, Images may not be used in any way, until an invoice indicating User's right to use same is paid in full. Images may only be used according to the rights selected and indicated on MYLOUPE's on-line licensing process.

PROTECTED RIGHTS

When available, additional rights may be acquired to grant exclusive licensing within a specific media usage, industry, geographical region or some combination thereof for the term of this license. These rights, if applicable, are indicated on the preceding screen and on the invoice at the completion of this transaction. In consideration of payment for these additional rights, MYLOUPE agrees to post the restrictions of usage and to make all reasonable efforts to avoid the licensing of the same image for any of restricted uses to any third party during the the term of licensing. MYLOUPE cannot guarantee that third parties will not misuse a protected rights image and is not responsible or liable for the acts of any third parties.

RESTRICTIONS AS TO USE

The following uses are prohibited:

Use of the Image beyond the terms of the limited license agreement without first obtaining an additional license, including any electronic reproduction or promotional rights.

Create any derivative use of an Image unless indicated on the invoice.

Sublicense, re-license, rent or lease any of the Images.

Use of the Image in a manner that is defamatory, pornographic or obscene, whether directly or in context or juxtaposition with specific subject matter.

Use of the Image in any way that violates a depicted person's right of privacy or publicity, or to infringe on any trade name, trademark or service mark.

Archive, republish or transmit and images on any database or to a network or bulletin board or otherwise distribute or allow any of the Images to be distributed to or used by anyone other than the authorized users, without prior written consent from MYLOUPE.

Use of any Image(s) in any electronic template or application, including those that are Web-based, where the purpose is to create multiple impressions of an electronic or printed product, including, but not limited to, Web site designs, presentation templates, electronic greeting cards, business cards or any other electronic or printed matter without obtaining a license for such purpose.

Use of the Images to promote a business that sells or licenses photographic images, or otherwise competes with MYLOUPE in any manner.

Ship, transfer or export any of the Images into any country or use any of the Images in any manner prohibited by any export laws, restrictions or regulations.

CREDIT

Images used editorially should bear a credit line "© artist's name / myLoupe.com".

TERMINATION:

MYLOUPE reserves the right to automatically terminate the license contained in this agreement without notice if you or your employer fail to comply with any provision of this agreement. Upon termination, you and your employer must immediately stop using the Image, delete the Image and all copies from all magnetic media and destroy all other copies. MYLOUPE reserves the right to discontinue the use of any Image for any reason and elect to replace the Image with an alternate Image. Upon notice of any discontinuance of the use of a particular Image, you, your employer and your client, if applicable, agree not to use the Image in the future.

RETENTION OF DIGITAL FILES:

Digital files may be retained for sixty (60) * days or until the date indicated on the invoice. Unless this period is extended in writing, you must delete the Images from all electronic and removable media and destroy any other copy of the Images, except as licensed under this Agreement. MYLOUPE's copyright information and Image identification number must be retained with the digital files while you retain them.

PAYMENT TERMS

Time is of the essence in the performance by User of its obligations for payments.

Payment of the invoice must be completed online. Any claims for adjustment or rejection of terms must be made to MYLOUPE within ten (10) days after receipt of invoice.

CANCELLATION POLICY:

Cancellation and refund may be requested for reason of defectiveness. Defectiveness is defined as a damaged or corrupt digital file or a digital file that has excessive scanning artifacts.

Condition of defectiveness must be reported to MYLOUPE within ten (10) business days after the invoice date and the digital file in question residing within the User's download directory must confirm the claim of defectiveness. If file in the customers download directory is found to be defective customer will be offered their choice of a non-defective replacement or a refund of the licensing fee and cancellation of the rights granted for that image.

LINKS TO THIRD PARTY SITES

The linked sites are not under our control and we are not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. We are not responsible for webcasting or any other form of transmission received from any linked site. We provide the links to you only as a convenience. We do not endorse the linked sites or their use or contents.

GENERAL DISCLAIMERS

MYLOUPE GIVES NO RIGHTS OR WARRANTIES WITH RESPECT TO THE USE OF NAMES, TRADEMARK, LOGO TYPES, REGISTERED OR COPYRIGHTED DESIGNS OR WORKS OF ART DEPICTED IN ANY IMAGE, AND THE USER MUST SATISFY ITSELF THAT ALL NECESSARY RIGHTS, CONSENTS OR PERMISSION AS MAY BE REQUIRED FOR REPRODUCTION ARE SECURED. MYLOUPE IDENTIFIED THE CAPTION FOR EACH IMAGE TO THE BEST OF ITS ABILITY, BUT CANNOT BE HELD RESPONSIBLE FOR ERRONEOUS OR INCOMPLETE CAPTION INFORMATION. NO MODEL RELEASES OR OTHER RELEASES EXIST ON ANY IMAGES UNLESS THE EXISTENCE OF SUCH RELEASE IS SPECIFIED IN WRITING BY MYLOUPE.

DIGITAL FILES ARE PROVIDED "AS IS." MYLOUPE MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDED BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, QUALITY OF IMAGE, OR COMPATIBILITY WITH ANY COMPUTER HARDWARE OR OTHER EQUIPMENT, OPERATING SYSTEM OR SOFTWARE PROGRAM. MYLOUPE MAKES NO REPRESENTATION OR WARRANTIES THAT THE USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR FREE. THE USE OF THIS SITE IS AT YOUR OWN RISK.

YOU MAY HAVE ADDITIONAL RIGHTS UNDER SOME STATE LAWS.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL MYLOUPE OR THE OWNER OF THE IMAGES BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES AS A RESULT OF THE USE OF THIS SITE OR FROM YOUR ACCESS OR USE OF THE IMAGES ON THIS SITE. IN ANY EVENT, THE LIMIT OF LIABILITY OF THE COPYRIGHT OWNER OF THE IMAGE AND MYLOUPE SHALL BE THE FEE PAID FOR THE IMAGE TO MYLOUPE.

INDEMNITY

You agree to indemnify and hold MYLOUPE, and the copyright holder, harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorney's fees, arising from the use of an Image or any breach of this agreement.

UNAUTHORIZED USE/RETROACTIVE LICENSE FEE:

Since it is difficult to determine damages resulting from unauthorized

usage, in the event you utilize an Image other than for the usage indicated on our Invoice, we agree to forego our right to sue you for copyright infringement and you agree to pay, as liquidated damages, a retroactive license equal to ten (10) times the normal price we would have charged for such unauthorized use within ten (10) days of our billing such fee. If you fail to timely make such payment, this liquidated damage provision shall be void and we shall have the right to sue for copyright infringement and/or breach of contract, for which we will shall seek all damages and remedies available, including attorney's fees and all associated costs.

MISCELLANEOUS

JURISDICTION

Any and all disputes, with the exception of copyright claims, arising out of, under or in connection with this agreement, including, without limitation, the validity, interpretation, performance and breach hereof, shall be settled by arbitration in Chicago, Illinois, pursuant to the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in the highest court of the forum, State or Federal, having jurisdiction. This agreement, its validity and effect, shall be interpreted under and governed by the laws of the State of Illinois. If User of this contract is an agent for or an employee of a non-U.S. Company but operates in a place of business in the United States or its territories, said User expressly agrees that any dispute regarding this contract shall be adjudicated within the United States in the manner described here.

Copyright claims shall be brought in the Federal Court having jurisdiction. User agrees to be subject to the jurisdiction of the Federal District Court of Cook County Illinois.

If MYLOUPE is caused to present claims or suit as a result of any breach of the above terms set forth, it shall be made whole for such reasonable legal fees or costs by User.

This agreement is not assignable or transferable on the part of User.

In the event that any Images are used by User in publications, User shall provide MYLOUPE with two (2) free copies of such publication immediately upon printing.

This contract contains all the terms of the agreement between us (MYLOUPE and User) concerning transmission, delivery and review of Images, and no term or conditions may be added or deleted unless made in writing and signed by both of us. These terms and the terms of any subsequent invoice supersede any and all terms of the client's purchase order. Any subsequent invoice may contain additional terms relating to the rights granted and the type of usage allowed.

I DO NOT ACCEPT

I ACCEPT