



Visual Content for Web & Print

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Any disputes concerning the invoice must be submitted in writing to the PressFoto, within ten (10) business days of the invoice date, or the Licensee shall be deemed to have accepted the invoice as issued.

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16. Waiver

No action of PressFoto, other than express written waiver, may be construed as a waiver of any provision of this Agreement.

17. Entire Contract

This contract contains all the terms of the license agreement and no terms or conditions may be added or deleted unless made in writing and signed by an authorized representative of both parties. In the event of any inconsistency between the terms contained herein and the terms contained on any purchase order or other writing sent by Licensee, the terms of this Agreement shall govern.

APPENDIX

1. Royalty-free licenses.

1.1. Principles of licensing.

- 1) The Licensee acquires property right to non-exclusive use of Images.
- 2) Property rights set forth below are acquired in perpetual way.
- 3) Property rights acquired by the Licensee can't be transmitted or assigned to third parts.
- 4) This Agreement, grants you a personal, non-exclusive, non-transferable, right to use and reproduce Images in the following ways, subject to the limitations set forth herein and in Part II hereof. All and any Images can be used within the bounds of acquired property rights.
- 5) The Images are purchased and licensed on terms of one-time fee and is free of further fees for every use.

1.2. Scope of non-exclusive property rights acquired by the licensee.

- 1.2.1. Right to reproduce Images (reproduction right).
- 1.2.2. Right to spread Images.
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- 1.2.4. Right to publish and republish Images (publishing right).
- 1.2.5. Right to broadcast Images including right to show, perform, transmit or bring to common attention by other means (broadcasting right).
- 1.2.6. Right to announce the Images including the right to perform or to broadcast and transmit through overhead, underground and other types of cable, cords or other similar means of transmission (right of transmission through cable).
- 1.2.7. Right to edit, arrange or otherwise remake the Images (right to edit), so as a right to be a copyright holder of art-works (videos, slide desks, templates, design layouts, made with Images) which results such remaking, change or improvement of the Images.

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1.3. The Licensee can purchase one of two types of Royalty-free license:

- 1) Standard royalty-free license.
- 2) Extended royalty-free license (isn't necessary for use of footages).

2. Standard royalty-free license.

2.1. Authorized ways of use. Licensee has a right to:

2.1.1. On-line and digital use of Images:

- a) On web sites, blogs, digital files or e-books, in digital advertising and promotional materials, business presentations which are not intended for sale. Such way of use is permitted without any limitation of dimensions and resolution excepting the ways that permit to extract and copy the licensed Images for use separate and apart from the product;
- b) in self-selected direct-mail marketing for the audience under 250 000 addressees for images and without any limitations of audience for video content.

2.1.2. Use in printed publications and materials:

- c) for promotional and advertising purposes in magazines, newspapers and books (including its covers) with a total circulation/press run less than 500'000 of printed copies;
- d) for editorial purposes in magazines, newspapers and books (including its covers) with a total circulation/press run under 500'000 of printed copies with a credit line that reads « PressFoto / Image ID / Cotributor name»;

- e) in advertising and promotional printed projects, including corporate printed materials, brochures, handouts, leaflets, posters, presentations, calendars, commercials, catalogues, brochures, promotional greeting cards and promotional postcards and other reproductions for personal or business use (providing they are not for resale, license or for other distribution);
 - f) as prints, posters, single hand painted reproduction, printed reproduction on canvas or other material and other reproductions for personal, non-commercial use and displayed as a design element of any indoor object.
- 2.1.3. Use in video, films, motion pictures, movies:
- g) use Images in video, video presentations, reportages and movies irrespective of the dimensions of the audience or the mode of broadcasting including but not limited to:
 - broadcast Images (the broadcasting rights), i.e. the right to make the Images available to the public within the framework of the type of license as stipulated above, as often as desired, by means of all technical processes (e.g. analogous, digital, high definition, incl. DVB-T, -C, -S, and -H), through transmissions such as radio or television transmission, wire transmission, Hertzian waves, laser, microwaves etc, or similar technical equipment, irrespective of whether the transmission is effected through terrestrial transmission equipment, cable TV (also through telephone networks), including re-transmission by cable, satellites, including direct satellites (DBS), other data or telephone cables or networks such as ISDN, DSL, GSM, UMTS, radio links systems, power lines etc., or other technical equipment, or through a combination of the stipulated ways of transmission;
 - use content in theatre performances and cinema direction (the theatre rights or showing/cinema rights), i.e. the right to exploit the Images for public showing - live, if applicable - in film theatres and other suitable locations (such as hospitals, residential homes, schools, vehicles, trains, airplanes, hotels etc. or in public locations such as streets, stations, airport, drive-in cinemas etc.). The showing may be against payment or free of charge, using all suitable processes/techniques (including digital and electro-magnetic systems), and in all formats (e.g. 70, 35, 16, 8 and super 8 mm), and on image/sound/data carriers of all kinds;
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 - the exhibition rights, i.e. the right to publicly show and/or utilize the Images, whether entirely or in part, without modifications or in an edited, modified or enhanced form, during exhibitions, (sales) shows and similar events;
 - use Images as a part of caption cards or other permanent element of serial TV production (TV shows, broadcasts and TV series).

2.2. Prohibited use. Licensee may not:

- 2.2.1. Use Images in outdoor advertising including advertising in public transport or to create a design of any outside objects or property including vehicles, pavilions and exhibition halls, movable sales outlets.
- 2.2.2. Use Images to create package design of goods.
- 2.2.3. Use the Images in any items for resale or other distribution of "on demand" or other distribution for profit (digital files, postcards, posters and calendars, digital templates, wallpaper, souvenirs or other similar items).
- 2.2.4. Use Images in printing products with a total circulation/press run up to 500'000 of printed copies.
- 2.2.5. Sub-license, re-sell, rent, lend, assign, gift or otherwise transfer or distribute for profit or free of charge the Images as a standalone digital file to third parts.
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- 2.2.8. Use Images in such context that can harm PressFoto's or Contributor's reputation or reputation of models depicted on photo or video including but not limited to the scenes of moral or physical disease, pornography, acts of violence, alcohol abuse, smoking, mental or physical inferiority, war, fascism, racial, nationality or religious hatred, criminal activity, sexual preferences or in other materials that violates common rules of moral.
- 2.2.9. Use Images in unauthorized direct mail and communications (spamming) and links attached to such e-mails.
- 2.2.10. Use Images by means that results in decompiling, distortion or other disturbance of source code that the Images contains.

3. Extended Royalty-Free License

3.1. Authorized ways of use. Licensee has a right to:

- 3.1.1. On-line and digital use of Images:
 - a) use Images on web sites, blogs, digital files or e-books, in digital advertising and promotional materials, business presentations which are not intended for sale. Such way of use is permitted without any limitation of dimensions and resolution excepting the ways that permit to extract and copy the licensed Images for use separate and apart from the product;
 - b) use Images in digital files for resale (digital templates, web greeting cards, wallpapers, screen savers, calendars and other digital products);
 - c) use Images in self-selected direct-mail marketing without any limitations of audience.
- 3.1.2. Use in printed publications and materials:
 - d) use Images for promotional and advertising purposes in magazines, newspapers and books (including its covers) without of any restrictions of total circulation/press run and reprints;
 - e) use Images for editorial purposes in magazines, newspapers and books (including its covers) without any limitations of a total circulation/press run and reprints with a credit line that reads «PressFoto/ Image ID/ Contributor»;
 - f) use Images in calendars, greeting cards and postcards and any other souvenir products for resale;

- g) use Images in outdoor advertising including advertising in public transport or to create a design of any outside objects or property including vehicles, pavilions and exhibition halls, movable sales outlets;
- h) use Images in design of package of commercial goods without any quantity restrictions of items.

3.1.3. Use in video, films, motion pictures, movies:

- i) use Images in video, video presentations, reportages and movies irrespective of the dimensions of the audience or the mode of broadcasting including but not limited to:
 - broadcast Images (the broadcasting rights), i.e. the right to make the Images available to the public within the framework of the type of license as stipulated above, as often as desired, by means of all technical processes (e.g. analogous, digital, high definition, incl. DVB-T, -C, -S, and -H), through transmissions such as radio or television transmission, wire transmission, Hertzian waves, laser, microwaves etc, or similar technical equipment, irrespective of whether the transmission is effected through terrestrial transmission equipment, cable TV (also through telephone networks), including re-transmission by cable, satellites, including direct satellites (DBS), other data or telephone cables or networks such as ISDN, DSL, GSM, UMTS, radio links systems, power lines etc., or other technical equipment, or through a combination of the stipulated ways of transmission;
 - use Images in theatre performances and cinema direction (the theatre rights or showing/cinema rights), i.e. the right to exploit the Images for public showing - live, if applicable - in film theatres and other suitable locations (such as hospitals, residential homes, schools, vehicles, trains, airplanes, hotels etc. or in public locations such as streets, stations, airport, drive-in cinemas etc.). The showing may be against payment or free of charge, using all suitable processes/techniques (including digital and electro-magnetic systems), and in all formats (e.g. 70, 35, 16, 8 and super 8 mm), and on image/sound/data carriers of all kinds;
 - be a copyright holder of videos (except for goods for a sale), created and cut with use of Images, that means to use these footages after being edited, modified or improved, as of accompanied with original music and sound tracks, to distribute these art works for payment or free of charge by using all possible technical analog or digital means;
 - rights to create videogrammes, i.e. the right to utilize the Images by means of copying and disseminating them on all types of analogous and digital image/sound/data carriers. The rights to videogrammes in particular comprise all storage media (image/sound carriers) of all kinds (CDs, DVDs, etc.);
 - the exhibition rights, i.e. the right to publicly show and/or utilize the Images, whether entirely or in part, without modifications or in an edited, modified or enhanced form, during exhibitions, (sales) shows and similar events;
 - use Images as a part of caption cards or other permanent element of serial TV production (TV shows, broadcasts and TV series).

3.2. Prohibited use. Licensee may not:

- 3.2.1. Sub-license, re-sell, rent, lend, assign, gift or otherwise transfer or distribute for profit or free of charge the Images as a standalone digital file to third parts.
- 3.2.2. Display the Images as a stand-alone digital file at the network server, use or display the Images in an electronic format that enables it to be downloaded, distributed or shared in

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- 3.2.4. Use Images in such context that can harm PressFoto's or Contributor's reputation or reputation of models depicted on photo or video including but not limited to the scenes of moral or physical disease, pornography, acts of violence, alcohol abuse, smoking, mental or physical inferiority, war, fascism, racial, nationality or religious hatred, criminal activity, sexual preferences or in other materials that violates common rules of moral.
- 3.2.5. Use Images in unauthorized direct mail and communications (spamming) and links attached to such e-mails.
- 3.2.6. Use Images by means that results in decompiling, distortion or other disturbance of source code that the Images contains.

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