

## **Weatherstock Royalty Free Picture License Agreement**

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A: The following is a legally binding agreement between you (the "Client") and Weatherstock Inc. PLEASE READ THIS LICENSE CAREFULLY. By placing your order for any royalty free image, you agree to be bound by all terms in this Agreement. Furthermore, the Client agrees that under no circumstances are any sales and/or licensing refundable. All sales are final once an order is placed.

B: The word "image(s)" shall refer to all photographic images, original, modified, or any part of any image.

C: Charge-backs and forced refunds: Any charge-back or forced refund (hereafter collectively called "charge-back(s)" of funds paid to Weatherstock by the Client for licensing of images shall be deemed a breach of this agreement and US Copyright laws, since all licensing and/or use of images requires full and permanent payment. See no. 3 below for further terms relating to charge-backs. Please contact Weatherstock in advance of any charge-back, since serious legal problems can result from unauthorized charge-backs or forced refunds.

D: Individuals, representatives, organizations, companies or any third party representing or acting on behalf of a Client, are responsible for forwarding all invoices (if such invoicing is requested or required by the third party), and for those elements of this agreement involving copyright protection of, or misuse of images. In the event a third party does not execute payment procedures resulting in non-payment, or late payment, the third party (in addition to the Client) are responsible for all funds due in addition to liabilities and penalties as listed herein, including violations of US Copyright laws in the event of misuse of images or non-payments.

1: The price of your image(s) includes the following rights and restrictions. You do not have to notify Weatherstock of any future usage, nor pay any additional reproduction fees, as long as your specific use is legally granted within this Agreement and no violation requires specific penalties or payments.

2: All images are Copyrighted. All rights are owned by Weatherstock. All rights not specifically granted to you by this Agreement are reserved. Your right to use an image is subject to the restrictions set fourth in this Agreement.

3: No use or rights are granted what-so-ever until full (non-refundable), permanent payment is received and held by Weatherstock. If payment for any purchase and/or use is "withdrawn" by the Client, or anyone acting on behalf of the Client, such withdraw of funds shall be deemed a serious breach of this agreement since no rights to use images are granted unless full payment is received and permanently held by Weatherstock. A withdraw of funds shall include, but not be limited to: the successful charge-back of

licensing fees on credit cards, PayPal funds or the loss of equal or greater funds by Weatherstock due to funds being held or "frozen" by any financial institution because of a requested charge-back. Any charge-backs will result in a \$250.00 fee, which the Client agrees to pay Weatherstock within 30 days. Furthermore, the Client shall be responsible for all fees incurred by Weatherstock as a result of charge-backs, including all legal fees incurred by Weatherstock. In addition, Weatherstock reserves the right to pursue copyright infringement actions against the Client. These specific terms shall also apply to any third party acting on the Client's behalf.

4: By this Agreement, Weatherstock grants to you a personal, non-exclusive, non-transferable right to use the images in the following, and only the following ways: (Subject to other restrictions herein).

(A) Any Print Uses -- Including Advertising, editorials, educational, catalogs, brochures, reports, flyers, product packaging, pop displays, book covers, textbooks, calendars, magazines, in house publications, manuals, pamphlets, newsletters, trade books, encyclopedias, trade show prints, transit displays, billboards and announcements. Promotional printing and products as long as such items are not restricted. See No. 5.

(B) Other Than Print Uses: web sites, multi-media, broadcast video, video displays, video/film productions, film strips, television, cable TV, and CD ROMs. Computer, web site and CD uses are granted only if the Image resolution is no greater than 72 dpi. All uses of images must be incorporated in such a manner that they are clearly not intended to be downloaded or copied for third party use.

Special Limited License: (If applicable): Images released for "In home, school, student, non-promotional, non-business, non-editorial and non-commercial uses:

(A) Images may NOT be used for any commercial, profit, editorial or business/promotional use what-so-ever. This includes promotion of any occupation, cause, charity, person, company, service, website or entity, including any website or publishing that generates any form of publicity, advertising or income-generation. Furthermore, images in this category may not be used by anyone who is, or will be receiving any form of funding, donations, income or material incentives in conjunction with the use of Images. In such instances, please pay for the Full Release Licensing. Any intentional violation or miss-use in this category will be deemed a serious breach and violation of US copyright laws.

#### **Restrictions pertaining to all types of licensing:**

5: Images may not be reproduced or used for the following, since we maintain third party rights for such uses:

(A) Any type of commercial screensavers or any screensaver that is for re-sale.

(B) Telecommunications: Wireless content, Including cell phone screen shots, with the exception of phone screen shots used for the Client's own personal devices, not for resale or give-away to any other party.

(C) Images may not be re-sold or distributed in any matter as "stock" images or royalty free images. Nor may a Client devise a method to circumvent this specific restriction.

(D) Prints, stamps, posters, clothing or any product designed for re-sale, without special extended, written permission and licensing by Weatherstock.

Please contact Weatherstock to extend such rights. In most cases we will grant such extended rights at little or no extra charge. Images may not be re-sold as "stock" images." The Client may not devise any "loophole" or other method to circumvent the use restrictions herein.

6: You agree to take all necessary reasonable steps to prevent third parties from copying or distributing the images.

8: Non-transferable rights: Any and all uses of images must be for the licensed Client's own use. The Client may however, transfer a completed project or program to a third party for distribution or reproduction. Under no circumstances, may the Client sell, rent, loan, give, sub license, or otherwise transfer to anyone (including sub-companies, affiliates or third party Clients) either the images or the right to use any image. Pictures may not be used in any multi-user network, time share, library, file, service bureau or any system where they can be used or accessed by anyone other than the owner. The Client may not post or otherwise offer pictures as free giveaways.

7: Defamatory or otherwise unlawful use of any Image is prohibited. Images may not be used for any inflammatory or defamatory purpose, including editorials or statements against Weatherstock, it's agents, representatives or Warren Faidley. In the event of defamatory or otherwise illegal use of any Image, the Client agrees to pay a fee equal to 500 times our normal rate for similar use reproduction rates within 30 days. In addition, Weatherstock reserves the right to pursue legal actions, for which the Client agrees to pay all legal fees, including any fees incurred by Weatherstock. All images are watermarked for security.

9: For Client indemnification/protection and for the protection of Weatherstock copyrights, the following credit line must be used on printed materials on Internet uses: ©Warren Faidley/Weatherstock.com. Furthermore, all copies of images held in computers or any other form of storage media must contain the said copyright line. In the event any image is found to be in illegal circulation, without such a copyright notice, the client is responsible for all efforts to remove the images from circulation, including the costs of removal as acquired by Weatherstock.

10: Violations: In the event a Client violates any term(s) herein, the Client agrees to pay a fee to be solely determined by Weatherstock, not to exceed an amount of fifty-five (55)

times Weatherstock's normal stock image use fees for the similar or same use as the violation. Such fees will be paid by the Client, in full within 30 days. In any event, Weatherstock also reserves the right to pursue separate legal and civil actions for violations.

11: You agree to indemnify and hold Weatherstock harmless against any damages or liability of any kind arising from any use of an Image other than the uses specifically permitted by this Agreement. The client understands that some images may be digitally altered. In such instances, all such images will be noted in the caption data.

12: No image is released with property or model releases. In the event a Client should require such a release for a specific use, the Client is responsible for obtaining any and all releases.

13: Neither Weatherstock nor any of its directors, employees, owners, partners, agents or licensors shall be liable for any damages, whether direct, indirect, consequential or incidental, arising out of the use of, or the inability to use the CD or an Image.

14: In the event Weatherstock is sold, re-named, incorporated into another entity or otherwise reorganized, this document and the terms herein, including copyrights are transferable to a third party upon signed approval by the owner or legal representative of Weatherstock.

15: Should the Client or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, the Client agrees to indemnify and hold Weatherstock harmless for all such fees and costs.

16: I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

17: This Agreement shall be governed by the laws of the State of Arizona (or the State in which Weatherstock is legally residing). Venue for any action regarding this Agreement, an Image, or use or attempted use of the CD shall be in Tucson, Arizona (or the City in which Weatherstock is legally residing).

If you are unsure of your rights under this agreement, or if you wish to use an image in a manner not permitted under this agreement, please contact Weatherstock at PO Box 31808, Tucson, AZ 85751, or e-mail our office via the current email address at [weatherstock.com](mailto:weatherstock.com)

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