

PIXLAND END USER LICENSE AGREEMENT

PIXLAND is a picture bank, property of the French legal company STOCK IMAGE S.A., with registered capital of 388.000 €, and the registered office of which is at 7 rue du Pasteur Wagner 75011 PARIS.
www.pixland.com

1: CONCLUSION OF AN AGREEMENT FOR THE GRANT OF RIGHTS

Before breaking the seal of a "PIXLAND" CDROM or before downloading a photograph and/or a digital picture (hereafter called « photograph ») from the "PIXLAND" website or the website of its authorized agents, the following terms and conditions should be read carefully.

In breaking the CDROM seal, or in downloading photographs, you are acknowledging that you have read the agreement, accepted it, and that you subscribe to the agreement for the grant of rights which it contains.

If you do not agree with all the above, please refrain from all use, and return the CDROM to us together with the accompanying material in the original packaging, so that you may be reimbursed, or click on the icon « cancel order » on our website.

If you are acting on behalf of your employer, the agreement herein will be concluded with them and yourself in your capacity as proxy.

If you stop working for your employer, the present agreement will only continue to operate with your employer.

2: GRANT OF RIGHTS

PIXLAND grants to you or to your employer (if the assignment is made on behalf of your employer) the right to use any photograph from the « PIXLAND » website or CDROM which is the subject of the contract, from your personal computer according to the terms and conditions herein.

3: EXTENT OF THE LICENSE

3.1 The photograph, software or PIXLAND CDROM must be used for a fixed purpose, that is to say, personal / non-personal production, commercial / non-commercial, for any product.

They may in no circumstances be the subject of a retro-cession, a licence, a negotiation, or distribution, separate from this production.

3.2 You are at liberty to reproduce and distribute the photographs and/or digital pictures, subject of the present contract, through any medium of your choice, for information purposes, illustration purposes, or promotion purposes.

3.3 However, you are prohibited from de-compiling or reproducing the software or CDROM which is the subject of this agreement.

3.4 PIXLAND would particularly like to draw your attention to the public policy nature of the French legal provisions regarding the protection of copyright.

As a result, you are prohibited from using the photographs and/or digital pictures in any ways that might prove detrimental to the moral rights of their author.

In this respect, you undertake if necessary to mention in any appropriate way the name of the person who took the photograph which you are considering using.

3.5 Any use of the photographs, subject of the agreement, for pornographic purposes or for purposes which might undermine the dignity or the reputation of someone else, or which might be contrary to legal and regulatory provisions, is prohibited.

3.6 The rights above are granted to you on a non-exclusive basis, for an unspecified period, and for the entire world, subject to use in accordance with the stipulations of the present agreement.

3.7 The rights that you possess in the present agreement are personal to you and may not be retro ceded.

3.8 PIXLAND and its representatives retain all the rights to the photographs, software and CDROM not expressly assigned within the context of the present agreement.

4: GUARANTEE

PIXLAND guarantees its mediums (software or CDROM) against any fault of manufacture, for a period of three months effective from delivery.

This guarantee is explicitly restricted to reimbursement of the purchase price of the faulty medium or to its replacement, to the exclusion of any other guarantee, such as the suitability between the photographs and the use or the implementation being considered, this example not being restrictive.

5: LIABILITY

You are solely responsible for yourself or to a third party, for any damage, general or particular, direct or indirect, arising from the agreement or its fulfilment, and especially from the use of photographs.

You are also solely responsible for respecting the personal rights and copyright of people or goods listed on the said photographs.

6: CANCELLATION

6.1 PIXLAND reserves the right to suspend the marketing of rights to any PIXLAND photographs for whatever reasons, and/or to replace any photograph by another. You accept in similar circumstances to cease all use of the photograph in question without recourse to compensation nor claim.

6.2 PIXLAND reserves the right to undertake any appropriate legal proceedings if the provisions of the agreement are breached.

7: APPLICABLE LAW - ALLOCATION

The agreement is subject to the provisions of French law.

For the purposes of the execution of the present document, the PARIS County Court is granted competence.