

**PLEASE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS BEFORE USING ANY OF THE "IMAGES" ON THIS CD-ROM!**

By using any of the "images" on this CD-ROM you are agreeing and indicating your acceptance of these terms and conditions. If you do not agree with them you should return the package to the dealer from whom you purchased/received this disk. PhotoSpin, Inc. grants a non-exclusive license to use the "images" in this package according to the following terms:

**LICENSE AGREEMENT**

By installing, copying or otherwise using the PhotoSpin software product, you agree to be bound by the terms of this End User License Agreement (EULA). If you do not agree to the terms of this EULA, PhotoSpin is unwilling to license the software product to you. In such event, you may not use or copy the software product, or any "images" contained therein, and you should promptly contact the Retailer or PhotoSpin for instructions on return of the unused product for a refund. The software products, and all "images" contained therein, are licensed, not sold.



The low resolution images contained on the PowerPhotos Portfolio are intended for mock-up comping purposes and viewing only. You may not print them in any way other than for a mock-up. You may not use them on the web or any other form of media.

**IN BRIEF, THE "IMAGES" ON THESE DISKS MAY BE USED FOR THE FOLLOWING:**

Advertising campaigns, promotional print materials, professional and personal Web pages, or interactive multimedia campaigns. Backgrounds and objects may be composed to make unique "images".

**YOU MAY NOT USE THE "IMAGES" FOR THE FOLLOWING:**

To resell the "images" in any way either on disk, online, or in print media (i.e. calendars, greeting cards, T-shirts). Pornographic use, or any other manner which is in any way embarrassing to, or defamatory of any person or business entity.

**GRANT OF LICENSE**

PhotoSpin grants you the non-exclusive right to copy the PhotoSpin PowerPhotos "images" on this disk onto your computer hard drive and

to use the PhotoSpin PowerPhotos “images” and any derivatives or copies (collectively, the “images”) on one computer and with one user at a time. You may not copy the contents of this disk for any other purpose.

Unless otherwise indicated, the “images” are model-released. The “images” may be copied, modified and incorporated into materials for personal or professional company use and in advertising and promotional materials for you or your clients provided the purpose of the product you create is not to redistribute the “image” or “images” provided on this CD-ROM. The “images” may be used in an advertising campaign for one of your clients, but you may not sell copies of the “images” themselves. You may not use PhotoSpin PowerPhotos “images” or the PhotoSpin name to advertise the availability of PhotoSpin Titles or “images” through your company. For example, you may not claim “PhotoSpin PowerPhotos images available” in an advertisement for your prepress business if you are using the “images” in client work. While the “images” may be used as backgrounds in presentations on any medium, they may not



be redistributed in their original form or a form created solely to facilitate redistribution of the “images”. For example only, and in no way limiting the foregoing, you may not place any of the “images” on this CD on an electronic bulletin board or other form of online service. You may not use any of these “images” in a way not specifically allowed by this agreement, without the prior written permission from PhotoSpin to do

so. To obtain written permission please forward your request to PhotoSpin, Inc., 29916 Hawthorne Blvd, Rolling Hills Estates, CA 90274, Attention: Legal Dept. These “images” are protected

by United States Copyright laws and unauthorized or improper use of any of these “images” is a violation of Federal Law. Pornographic use, or any other manner which is in any way embarrassing to or defamatory of any person or business entity, or which implies any form of endorsement by PhotoSpin, Inc. or the owner of the “images” is prohibited.

#### **ADDITIONAL RIGHTS AVAILABLE**

If you are unsure of your rights under this agreement, or wish to use the “images” in a manner not expressly permitted by this

agreement, such as in products for sale, please contact PhotoSpin for information and additional licensing options.

## **WARRANTIES**

PhotoSpin warrants that it has the right to grant this license to you. PhotoSpin warrants this disk to be free from defects in material and workmanship for 30 days from delivery. Your sole and exclusive remedy for a breach of these warranties is the replacement of the disk or refund of the purchase price, at PhotoSpin's option. PhotoSpin makes no other warranty, express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. Some states do not permit the exclusion of implied warranties, and you may have other rights which may vary from state to state.

## **GENERAL**

All rights to this disk and the "images" are owned by PhotoSpin and its licensors and are protected by United States copyright laws,



international treaty provisions and other applicable laws. You may not use the PhotoSpin or PowerPhotos name except as a credit or copyright notice with the "images". You may be legally responsible for any copyright infringement that is caused or encouraged by your failure to abide by the terms of this agreement. PhotoSpin retains all rights not expressly granted by this agreement. This disk is licensed only to the original purchaser of the product. The license granted under this agreement may not be transferred without the prior written consent of PhotoSpin and will terminate automatically without notice from PhotoSpin if you fail to comply with any provision of this agreement. Upon termination, you must stop using the disk and the "images" and must return the disk and all copies of it to PhotoSpin immediately. Neither PhotoSpin, Inc., nor any of its directors, officers, employees, partners or agents shall be liable for any damages, whether direct, indirect, consequential or incidental, arising out of the use of, or the inability to use, this product or any individual image provided on this CD-ROM. Your use of the "images" and the software contained on this disk must be in compliance with all applicable law, including but not limited to laws and regulations relating to currency and the law of moral rights.

This disk and the software contained on it is "Restricted Computer Software." Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in this agreement and as provided in DFARS 227.7202-1(a), and 227.7202-3(a) (1995), DFARS 252.227.7013 (Oct. 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52-227-14, as applicable.

*©1998 Copyright PhotoSpin, Inc.*

*PhotoSpin, PowerPhotos and Transflectance are all trademarks of PhotoSpin, Inc.*

*All other product names are the trademarks of their respective owners.*

*Acrobat® Reader Copyright© 1987-1996 Adobe Systems Incorporated. All rights reserved. Adobe and Acrobat are trademarks of Adobe Systems Incorporated which may be registered in certain jurisdictions.*

Thank you for your patience. Please be sure to register your product using the RegForm.pdf document.



THE ONLY THING MORE CREATIVE IS YOU.™

B  
A  
C  
K

P  
R  
I  
N  
T

Q  
U  
I  
T