

## PhotoLib® Copyright, License and Usage Rights

All PhotoLib® photographs are protected by Copyright.

You receive a license to use these photographs. **THE LICENSE IS NOT TRANSFERABLE TO ANYONE ELSE!** Any use not permitted by the license is illegal and can be prosecuted. Read the license agreements carefully to know your rights and obligations.

Does this sound intimidating? Well it is not. Just follow the simple rules and guidelines below. And please read the license agreements carefully!

### You may

- use the PhotoLib® images on one computer
- copy PhotoLib® images from CD-ROM to your hard disk
- print PhotoLib® images
- include PhotoLib® images in presentations and multi-media
- provide a third party with a service (for example prepare a presentation for your customer) which includes a PhotoLib® image.

### You must

- fulfill the obligations applying to individual images as defined by the Usage Code for the image

### You should

- adhere to the ethical guidelines described below

### You may not

- copy PhotoLib® images
- install PhotoLib® on two or more computers at the same time
- use PhotoLib® images to create products which are sold (posters, calendars, books, or similar)

## Usage Code

The description for each PhotoLib® image in the corresponding Windows Cardfile (in the CARDFILE directory) contains one or several Usage Codes. The Usage Code indicates how you may use the image and recommendations on use:

- U** All images with Kagama Copyright have this Usage Code. The Kagama license agreement applies. You may use the image virtually unlimited.

The main limitation is (as for all PhotoLib® images) that you may not use the image

to create a final product which is sold (poster, book, calendar, T-shirt or similar).

E.g. A PhotoLib® image may not be reproduced or copied repeatedly and each individual copy be sold for money.

- T** (Trademark) This image contains products or represents a company which has rights or vested interests in it. You should only use the image for the intended purpose (promoting the product or company). If you wish to publish the image for commercial purposes (advertisements, brochures or similar) and if you feel unsure, we recommend that you contact the provider of the image and ask his permission. Examples are photos in the COMPUTER category from Apple, IBM and DEC.
- P** (Purpose) This image was supplied by a company or organization for a specific purpose. This applies primarily to photographs supplied by tourist organizations. These images are intended to promote tourism in the respective country. You should use the images for that purpose.  
Do not use these images out of context for a different purpose.
- C** (Credit) This photograph has been supplied by a company or organization which asks you to include a picture credit with each publication of the photograph. The text of the credit is attached. The text should be 6 points minimum and should appear in a lower corner of the image or slightly below the image.
- S** The Kagama license agreement applies with the addition that the image may not be used as "Clip-Art". This means that you may not manipulate or distort the image or parts of the image to create a substantially different image.

## **TRADEMARKS, PRODUCTS AND COMPANIES**

Some PhotoLib® photographs contain images of products, product names or company names. These may be trademarks or registered trademarks. For example if you search for "Times Square" you will find many trademarks: Coca Cola, Canon and many more. If you use such a photograph for example in your advertisement the trademark holder may object. If you are in doubt discuss the matter with your advertising agency, lawyer and the company in question.

## **MODEL RELEASE**

PhotoLib® images are "Model Released" unless the photo description contains "NOT MODEL RELEASED!". "Model Released" signifies that the person or persons appearing on a photograph have agreed to that the photograph may be published. "Model Release" is mostly "On File" with the photographer or stock agency. We only reproduce the information provided to Kagama by the source of the photograph.

## **CELEBRITY CLEARING**

Famous People may object if you use their face in an advertisement or similar. There is no such thing as a general "model release" for famous people. If you would like to use the celebrity photo anyway you should assure that you get the OK from the person in question.  
PhotoLib® contains very few celebrity photos. Michael Andretti (the race car driver) is one of the few examples.

All information about the photographs such as photographers name, model released or not, reference numbers etc. have been provided to Kagemma by the originator of the photographs. Kagemma has applied utmost care to attach this information correctly to each photograph in the PhotoLib® library. Please advise us if you should find any incorrect or doubtful information. In any case the license agreements and limited warranty applies.

## **Ethics**

Photographs are works of art and intellectual property of the photographer. A photograph is protected by copyright law.

You receive a personal non transferable license to use these photographs.

You should respect the work of art licensed to you.

### **Do not**

- make unauthorized copies
- use the images or parts thereof for pornographic publications
- use the images or parts thereof for any criminal purpose
- use the images or parts thereof for any product violating copyrights
- do not violate the license agreement

### **You should**

- if you provide your customers with a service including a PhotoLib® image you must inform your customer that the final product may not be sold.
- if you want to substantially alter, modify or distort a photo or parts of a photograph you should include a credit text in the new image:  
"Based on a photograph from ....."  
Such modifications are not allowed for Usage Code S.

# License Agreements

## KAGEMA License Agreement

The License Agreement is your proof of License to use PhotoLib® images. Please treat it as a valuable property. THIS IS A LEGAL AGREEMENT BETWEEN YOU, THE END USER, AND KAGEMA AG BY OPENING THE PACKAGE YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

Kagama grants you a non-transferable license to use the PhotoLib® images in the PhotoLib® Library under the following conditions:

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Copy the images to your computer hard drive and use them on one computer with one user at a time. Make copies of the images for use in advertising, marketing and sales material, public or private presentations, business communications, multimedia presentations, and other internal and client presentation uses as long as the images are not used to create a product for sale. For example you may not use the images to create calendars, posters, greeting cards, or books.

### YOU MAY NOT:

Make copies, film negatives or positives, or magnetic copies of the images for sale rental, lease or transfer to another person or entity, other than for permitted uses; Use the images for anything deemed pornographic in nature. Use images contrary to the Usage Code supplied with each image.

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We warrant that for a period of ninety(90) days after the date of receipt that the Product will perform substantially as described in the documentation files accompanying the Product. We warrant that the media which the Product is recorded will be free from defects on material and workmanship under normal use and service for ninety(90) days from the date of delivery. After we verify that the media is defective we will, at our option either replace the Product, or refund the price paid. This is your sole and exclusive remedy for breach of this limited warranty. This warranty does not apply to a Product which we determine has been modified or has been subject to misuse, repair, alteration, or damage, either by you or a third party.

### NO OTHER WARRANTY:

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Should you have any questions concerning this Agreement please write to Kagama AG, PO Box 422, CH-8051 Zurich, Switzerland.

