

## PhotoImpact 3 sample images licensing

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In cataloging the images we have indicated the copyright owner (and thus the licensing status) of the images in the copyright field and with keywords. If you wish to purchase original images or find out more about your rights please contact us at one of the following addresses:

### **Ulead Systems, Inc.**

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You will find four copyright owners:

<i>Copyright field</i>	<i>Keyword</i>
Action Image Bank	AIB
BeachWare, Inc.	BW
Kagama AG	KAG
Ulead Systems, Inc.	USI

The images from Action Image Bank, Beachware and Ulead Systems, as an integral part of the PhotoImpact package, are partially covered by the PhotoImpact license agreement, in addition to that agreement, the following applies:

#### YOU MAY:

- make copies and use these images on one computer at one time
- use these images in presentations or other services for your self or a third-party

#### YOU MAY NOT:

- use the images to create a product to be distributed or sold (for example a poster or a postcard)
- leave copies of the images on more than one computer at any one time

#### YOU SHOULD:

- inform your customers of these restrictions and rights if you give them a product or presentation containing an image from Ulead PhotoImpact 3

The images from Kagama all come from the Kagama PhotoLib® library, a collection of tens of thousands of images. This library contains images with a variety of copyrights and usage codes but we have only provided images with the Kagama copyright and the usage code U. (For further information about individual images please refer to the card files (or the cardfile.txt file) on the CD-ROM.) This usage code, the copyrights and the full Kagama license agreement are explained below:

## **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 multimedia
- provide a third-party with a service (for example prepare a presentation for a 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 CARDFILE.TXT file or corresponding Windows Cardfile (in the CARDFILE directory) contains one of several Usage Codes. The Usage Code indicates how you may use the image and recommendations on use:

**U** *All images supplied on the Ulead PhotoImpact 3 CD have this usage code*

All images with Kagema Copyright have this usage code. The Kagema license agreement applies. You may use the images virtually unlimited.

The main limitation is (as for all PhotoLib® images) that you may not use the image to create a final product that is sold (poster, book, calendar, T-shirt or similar). That is, 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 represent 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 their permission.

Examples are photos in the COMPUTER category from Apple, IBM and DEC (not provided in this release of PhotoImpact 3).

**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.

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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 advertisements, the trademark holder may object. If you are in doubt, discuss the matter with your advertising agency, lawyer and the company in question.

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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 (not included in this release of PhotoImpact 3).

All information about the photographs such as photographers name, model released or not, reference numbers etc., have been provided to Kagama by the originator of the photographs. Kagama 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.

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Photographs are works of art and the 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
- violate the license agreement

### **YOU SHOULD:**

- if you provide a customer with a service including a PhotoLib® image you must inform that 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.

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