

Site Usage Agreement

Friends of Hart Park, a Non-Profit Corporation (Friends)

By using this site and/or downloading any material, you agree to be bound by this Agreement.

This agreement applies to you, and if you are using this web site on your employer's behalf, to you and your employer. Friends reserves the right to change this Agreement from time to time at its sole discretion, and your use of the site will be subject to the most current version posted on the site at the time of your use. If you do not wish to be bound by this Agreement, do not accept this Agreement and do not use this site or download or use any Images.

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This site contains both Images that depict a visible watermark ("Watermarked Images") and Images that do not contain a visible watermark ("Non-Watermarked Images"). Friends allows you to search for, view, and use Watermarked Images only as permitted below. If you have registered for a Friends account and Friends has approved your registration, you may be able to access Non-Watermarked Images, which shall be used only as permitted below. You may not remove any copyright or other proprietary notices contained in the Images, caption information, or any other material on this site. Friends reserves the right to revoke your authorization to view, download and use the Images and information available on this site at any time, and you agree to immediately discontinue your such use upon written or electronic notice from Friends. All rights not specifically granted under this Agreement are reserved to Friends. Additionally, you may not employ software to "crawl" or search our web site and/or retrieve Images or related information.

Friends may immediately terminate all licenses granted to you without notice if you fail to comply with any provision of this agreement or with Friends' Standard Terms and Conditions applicable to your use. If a license is terminated, you agree to immediately (i) stop using this site and the Images, (ii) delete all Images and all copies from all magnetic media and destroy all other copies, or at Friends' request return all such copies to Friends. Your use of this site and any Images shall comply with all applicable law. Friends may restrict or remove your access to this site at any time, or restrict or remove the use of any Image for any reason,

and may replace the Image with another Image, and you agree to immediately discontinue all use of the Image upon notification from Friends.

Despite our efforts to provide accurate information, this site may contain technical or other mistakes, inaccuracies or typographical errors. Additionally, this site and any Images may include historically and culturally important images and text that may contain subjects that reflect the social attitudes and circumstances of a particular time or location. You should be aware that your search may display results containing content that may seem inappropriate to its context, or text that could be potentially offensive. ***You are solely responsible for determining whether your use of any Image requires the consent of any third party or the license of any additional rights, and you should not rely solely on the information provided by Friends. If you are unsure whether additional third-party rights are needed for your use, you are responsible for consulting with competent rights management professionals or legal counsel.***

As a convenience, our site may link to other sites that may be of interest to you but are not under Friends' control. These links do not imply endorsement by Friends and we are not responsible for the availability of or the content contained in any linked site. The Friends site may contain or use technology that provides Friends and its affiliates with information regarding your use of this site, or which permits Friends to audit your compliance with this Agreement via the use of software designed to track and identify Images. Please consult Friends Privacy Policy for specific information on Friends policies for use of your personal information.

Registering For a Friends Account

To obtain access to Non-Watermarked Images, you may apply for a Friends account and you agree to furnish true and accurate information. Friends reserves sole discretion over whether to grant you an account, and you agree to access the authorized sections of the web site and your account only by using the account number and password supplied to you by Friends. You are responsible for maintaining the confidentiality of your account number and/or password, if applicable, and you shall not distribute this access information or allow others to use this access information to gain access to this site. You agree to take reasonable steps to prevent others from obtaining your access information and to notify Friends of any unauthorized access or need to update or remove access for any of your employees or agents. You shall be liable for payment for all Images downloaded by others using your account, with or without your permission or knowledge prior to the time that you notify Friends of any unauthorized use. You agree that you shall not acquire any rights of use, ownership, or bailment as a result of using any Friends account or web site or related services.

Children

Children (persons under the age of 18) are not eligible to use this site unsupervised and we ask that children do not register for an account or submit any personal information to us. By using this site unsupervised, and/or registering for an account, you warrant that you are 18 years of age or older.

Your Use of Images

"Images" include without limitation all digital images and any related textual information (including captions and credits). Images include visibly or electronically watermarked and reduced resolution Images ("Watermarked Images") or higher resolution non-watermarked Images ("Non-Watermarked Images").

Use of Watermarked Images

Conditioned on your compliance with this Agreement, Friends grants you a limited license to download Watermarked Images solely for evaluating whether you wish to purchase a license to the Non-Watermarked Image according to the Standard Terms and Conditions applicable to your use. You may use the Watermarked Images for up to sixty (60) days from the date of download in your internal "comps" and layouts to assist in your evaluation. You may not use a Watermarked Image in any final materials distributed within your company or any materials distributed outside of your company or to the public or in any online or other electronic distribution system. You may not modify, alter, or remove any visible or electronic watermark, or disassemble, reverse engineer, or decompile any Image. Except for this limited, internal testing and sample use, Friends grants you no other rights, and you may not distribute, sublicense or make available for use or distribution any Watermarked Image.

Use of Non-Watermarked Images

Your use of Non-Watermarked Images shall be governed solely by the Standard Terms and Conditions applicable to your use. Only Authorized Users may access and download Non-Watermarked Images.

Friends' Standard Terms and Conditions

The following Term and Conditions apply to your use of Non-Watermarked Images and are incorporated into this Agreement by reference. They include (by licensing category):

[Rights Managed](#)
[Royalty--Free](#)

Listed Restrictions

Images may contain listed restrictions, including without limitation restrictions as to time, manner, industry and territory of use. Your ability to access an Image does not in itself entitle you to use that Image. Use of any Image contrary to a listed restriction is prohibited. If you do not understand or are unsure as to any restriction, you must contact Friends prior to download or use of any Image.

Unauthorized Use

Without limitation, Images may not be used as a trademark or service mark, or for any pornographic use, unlawful purpose or use, or to defame any person, or to violate any person's right of privacy or publicity, or to infringe upon any copyright, trade name, trademark, or service mark of any person/entity. Unauthorized use of these Images constitutes copyright infringement and shall entitle Friends to exercise all rights and remedies under applicable copyright law, including an injunction preventing further use and monetary damages against all users and beneficiaries of the use of such Images. The foregoing is not a limiting statement of Friends' rights or remedies in connection with any unauthorized use.

Sensitive Subjects

Any license granted by Friends shall not constitute a representation that an Image is compatible for use with any other material. You are solely responsible for the use of any Image in combination with any other material, and you agree not to use Images with sensitive topics without Friends' separate written agreement. Sensitive topics include, without limitation, topics that may depict the subject matter of an Image in a negative or unfavorable light or subject persons to ridicule, and topics regarding all sexual issues, substance abuse, physical or mental abuse, alcohol, drugs, tobacco, AIDS, cancer, or serious physical or mental ailments, or the disparagement of a person or product. Certain Images may be available for use with sensitive subjects for an additional fee. You must contact Friends for additional information prior to any use of an Image with any sensitive topic.

Model and Property Releases/Clearances

The rights Friends grants to you do not include a license to any persons, places, property, or subject matter depicted in an Image, which may be subject to copyrights, trademarks, rights of publicity, moral rights, property rights or other rights belonging to third persons. You shall assume that no model or property releases, or other releases or licenses exist in connection with any of the Images, unless specifically stated in a separate writing by Friends. Friends makes no representations or warranties that it owns or licenses any rights nor does Friends grant you any rights

including copyright, trademarks, or rights of publicity belonging to any person, place, property, or subject matter depicted in any Image. Further, Friends makes no representation or warranty as to the accuracy of any information provided with the Images. You are solely responsible for determining whether your use of any Image requires the consent of any third party or the license of any additional rights, and you should not rely solely on the information provided by Friends. If you are unsure whether additional rights are needed for your use, you are responsible for consulting with competent legal counsel.

An Image designated as "model released" means that the person depicted in the Image has signed a release permitting reproduction of the Image depicting such person, subject to the restrictions contained in this Agreement, including without limitation sensitive subject uses. If Friends erroneously advises you that an Image is model-released when it is not, Friends' liability shall be limited to the amount you paid Friends for use of the Image. If an Image depicts a person and is used in a manner that implies the use or endorsement of a product or service by that model, you must indicate that the person depicted is a model and used only for illustrative purposes. Any license granted by Friends is conditioned upon your obtaining all necessary third-party rights, releases and permissions. You agree to provide Friends with proof of such releases and permissions upon request.

Friends Trademarks

You may not use the trademarks or service marks of Friends without Friends' prior written consent. Friends and the Friends logo are registered trademarks of the Friends Corporation.

Indemnification

You agree to indemnify, defend, and hold harmless Friends against all claims, liability, damages, costs and expenses, including reasonable legal fees and expenses, arising out of or related to (1) a breach of this Agreement, (2) the use of this site and the use of any Image either alone or in combination with any other material, (3), your failure to abide by any restriction regarding the use of an Image, or (4) any claim by a third party related to the use of an Image, alone or in combination with any other material.

Disclaimers

FRIENDS PROVIDES YOU WITH ITS SITE AND IMAGES ON AN "AS IS" BASIS. FRIENDS MAKES NO WARRANTY, EXPRESS OR IMPLIED REGARDING ANY IMAGES, ITS SITE, THE ACCURACY OF ANY INFORMATION, OR ANY RIGHTS OR LICENSES UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF

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NOTIFICATION OF COPYRIGHT INFRINGEMENT

The following Term and Conditions apply to your use of Non-Watermarked Images and are incorporated into this Agreement by reference. They include (by licensing category):

[Rights Managed](#)
[Royalty-Free](#)

Listed Restrictions

Friends may terminate the accounts of users who infringe the intellectual property rights of others. If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on Friends' site, send Friends' copyright agent a notice containing: (i) a physical or electronic signature of the copyright owner or person authorized to act on behalf of the copyright owner; (ii) a description of the copyrighted work or works that you claim have been infringed and identification of what material in such work(s) is claimed to be infringing; (iii) a description of where the material that you claim is infringing is located on the Friends site; (iv) information sufficient to permit Friends to contact you, such as your physical address, telephone number, and email address; (v) a statement that you have a good faith belief that the use of the material you identified is not authorized by the copyright owner, its agent, or the law; and (vii) a statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

Friends' copyright agent for notice of claims of copyright infringement can be reached as follows:

Friends Copyright Agent
710 Second Avenue, Suite 200
Seattle, WA 98104
By telephone: 206.373.6000
By fax: 206.373.6100

Choice of Law / Jurisdiction / Attorneys' Fees

Any dispute regarding this Agreement shall be governed by the laws of the State of California and applicable U.S. Federal law, including Title 17 of the U.S. Code, as amended. The parties agree to accept the exclusive jurisdiction of the state and federal courts located in California, USA. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed. The parties hereto confirm that it is their wish that this Agreement as well as any other documents relating hereto, including notices, has been and shall be written in the English language (Les parties aux presentes confirment leur volonte que cette le convention de meme que tous les documents y compris y tout avis qui s'y rattache soient rediges en langue anglaise). In any dispute between Friends and you, Friends shall be entitled to recover its reasonable attorneys' fees, legal expert fees, and other legal expenses from you.

No Waiver / Severability

No action of Friends, other than an express written Waiver or Amendment, may be construed as a waiver or amendment of this Site Usage Agreement. Should any clause of this Agreement be found unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect.

Miscellaneous

You acknowledge that you have read this Agreement and understand it, and agree to be bound by all its terms and conditions. This document constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. This Agreement shall not be modified except by a written agreement signed by duly authorized representatives of Friends, provided that no purchase order or similar document issued by you shall modify this Agreement even if signed by Friends. If any provision of this Agreement is found invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable according to its terms. The parties intend that the provisions of this Agreement be enforced to the fullest extent permitted by applicable law. Accordingly, the parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the

extent necessary to make them enforceable and in such manner as comes closest to the intentions of the parties to this Agreement as is possible. This Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns, except that you may not assign or transfer this Agreement without Friends' prior written consent.

(note – rights managed link above should point to the standard terms and conditions statement below)

Standard Terms and Conditions

Please review this document carefully and thoroughly and contact Friends customer service or your account representative if you do not understand this Agreement, if you wish to use an Image in a manner not permitted under this Agreement, or have any questions. The following terms and conditions apply to your access and use of all material and Images from Friends.

Standard Terms and Conditions:

The Friends invoice is incorporated by reference into this Agreement, and all references to the Agreement shall include the Friends Invoice. Along with the Friends invoice, these terms constitute a binding agreement ("Agreement") between you and Friends. If you are entering into this Agreement on your employer's behalf, this Agreement applies both to your employer and to you. By obtaining any Image(s) or any material from Friends directly or via the online site, you agree to be bound by this Agreement. If you choose not to be bound, do not use Friends' site or download or use any Images.

Use of Images:

"Images" means all images and related informational materials in any medium furnished by Friends hereunder, including related text, captions, or information.

You agree to payment for the license of the Image according to the terms of the invoice and this Agreement. You are required to pay for all Images that you obtain, regardless of whether you use them, unless you comply with the return/credit provisions of this Agreement. Except as specified in the Friends invoice, Images obtained from Friends are licensed on a non-transferable, one-time, non-exclusive basis, and are strictly limited to the use, medium, time period, print run, placement, size of Image, territory, and any other restrictions indicated in the invoice or contained on Friends' online site, and are licensed for use within one year from the date of the invoice, or sixty (60) days for internal evaluations ("comps").

Listed Restrictions:

Images may contain listed restrictions, including without limitation restrictions as to time, manner, industry and territory of use, and pre-approval by a depicted person or their representative. Your ability to access an Image does not in itself entitle you to use that Image. Use of any Image contrary to a listed restriction is prohibited. If you do not understand or are unsure as to any restriction, you must contact Friends prior to download or use of any Image.

License granted by Friends:

Unless otherwise specified in a separate writing signed by Friends, your reproduction of Images is limited to (i) internal evaluation or comps, or (ii) the specific use described in your invoice, which together with these terms shall constitute the full license granted. Additional restrictions indicated on Friends' online site or in the invoice may contain limitations on your use, medium, time period, print run, placement, size of Image, territory, and any other restrictions. Any license granted by Friends is conditioned upon (i) your meeting all conditions and restrictions imposed by Friends, and (ii) Friends' receipt of full payment by you for such use as invoiced by Friends. Your failure to make full payment when due shall terminate any license granted to you and entitles Friends to pursue all remedies available under copyright laws. You may not otherwise make, use or distribute copies of any Images for any purpose except as authorized. Friends reserves all rights to the Images, and you do not acquire any copyright, ownership or equivalent rights in or to any Image as a result of any license Friends grants to you.

The limited license granted to you is personal and non-transferable; the work you produce incorporating the Image must be for your own use or for the use of your direct employer. If you are licensing an Image on behalf of or for use by a client, that client must be the sole end user of your work. You may not sell, rent, loan, give, sublicense or otherwise transfer to anyone the Image or any right to reproduce the Image (except insofar as it has been incorporated by you into the permitted use as stated in the invoice).

Storage of Images:

You may place Images on your internal computer network for a limited time, provided you limit access to the Images to those having a bona-fide need to facilitate production or creation of any licensed use, but you shall not otherwise distribute or permit access to any Images. Following your licensed use, you agree to cease use of all Images and delete/destroy any digital copies within fifteen (15) days. You agree not to store or maintain any archive of any Image in any format or medium unless your invoice with Friends permits re-use, whereupon you may store Images solely as permitted by such invoice. This section shall survive termination of the Agreement.

No Alterations:

Special ethical considerations apply to editorial, news, and fine art Images. When using such Images, you may not make or permit any modifications to or alterations of the Images (except for standard color correction or minor cropping for space limitations) or to the caption information unless specifically agreed in writing by Friends.

Model and Property Releases/Clearances:

The rights Friends grants to you do not include a license to any persons, places, property, or subject matter depicted in an Image, which may be subject to copyrights, trademarks, rights of publicity, moral rights, property rights or other rights belonging to third persons. You shall assume that no model or property releases, or other releases or licenses exist in connection with any of the Images, unless specifically stated in a separate writing by Friends. Friends makes no representations or warranties that it owns or licenses any rights nor does Friends grant you any rights including copyright, trademarks, or rights of publicity belonging to any person, place, property, or subject matter depicted in any Image. Further, Friends makes no representation or warranty as to the accuracy of any information provided with the Images. You are solely responsible for determining whether your use of any Image requires the consent of any third party or the license of any additional rights, and you should not rely solely on the information provided by Friends. If you are unsure whether additional rights are needed for your use, you are responsible for consulting with competent legal counsel.

An Image designated as “model released” means that the person depicted in the Image has signed a release permitting reproduction of the Image depicting such person, subject to the restrictions contained in this Agreement, including without limitation sensitive subject uses. If Friends erroneously advises you that an Image is model-released when it is not, Friends' liability shall be limited to the amount you paid Friends for use of the Image. If an Image depicts a person and is used in a manner that implies the use or endorsement of a product or service by that model, you must indicate that the person depicted is a model and used only for illustrative purposes. Any license granted by Friends is conditioned upon your obtaining all necessary third-party rights, releases and permissions. You agree to provide Friends with proof of such releases and permissions upon request.

Unauthorized Use:

Without limitation, Images may not be utilized as a trademark or service mark, or for any pornographic use, unlawful purpose or use, or to defame any person, or to violate any person's right of privacy or publicity, or to infringe upon any copyright, trade name, trademark, or service mark of any person or entity.

Unauthorized use of these Images constitutes copyright infringement and shall entitle Friends to exercise all rights and remedies under applicable copyright law, including an injunction preventing further use and monetary damages against all users and beneficiaries of the use of such Images. Friends in its sole discretion reserves the right to bill you (and you hereby agree to pay) ten (10) times the normal license fee for any unauthorized use, in addition to any other fees, damages, or penalties Friends may be entitled to under this Agreement or

applicable law. The foregoing is not a limiting statement of Friends' rights or remedies in connection with any unauthorized use.

Sensitive Subjects:

Any license granted by Friends shall not constitute a representation that an Image is compatible for use with any other material. You are solely responsible for the use of any Image in combination with any other material, and you agree not to use Images with sensitive topics without Friends' separate written agreement. Sensitive topics include, without limitation, topics that may depict the subject matter of an Image in a negative or unfavorable light or subject persons to ridicule, and topics regarding all sexual issues, substance abuse, physical or mental abuse, alcohol, drugs, tobacco, AIDS, cancer, or serious physical or mental ailments, or the disparagement of a person or product. Certain Images may be available for use with sensitive subjects for an additional fee. You must contact Friends for additional information prior to any use of an Image with any sensitive topic.

Payment:

Prices for use of Images shall be determined solely by Friends; if you are unsure as to the price applicable to your intended use, you must contact Friends prior to obtaining an Image. Payment is due within thirty (30) days after your receipt of an invoice or the date specified in an invoice, whichever comes first. A late payment charge of one and one-half percent (1.5%) per month may be added to any unpaid balance after thirty (30) days. The maximum amount permitted by state law shall be imposed on each returned check.

Taxes:

You are responsible for the payment of all sales and use tax, when applicable. Friends does not accept resale certificates without prior written approval and at Friends' discretion.

Cancellations:

If you cancel rights granted in the Invoice within seven (7) business days from the date of the invoice, you will be charged a \$50 transaction fee per Image. If the cancellation notice is received more than seven (7) but less than thirty (30) business days after the invoice date, a cancellation fee equal to fifty (50%) percent of the amount of the Invoice will be charged. AFTER THIRTY DAYS, NO CANCELLATIONS WILL BE ACCEPTED AND THE FULL AMOUNT OF THE INVOICE MUST BE PAID. For any cancellations, you must also pay the full service charge, production fee, processing and handling fee and shipping fee. No license to use the Image will be granted upon cancellation; all cancellations are final.

Copies:

At Friends' request, you shall provide to Friends free of charge, up to three (3) copies of any printed product or publication you create using the Images, or if electronic use is permitted, the URL and any required passwords or the screen captures for our records.

Publication Right:

Friends shall exclusively retain all publication rights arising from your use of our Images.

Indemnification:

You agree to indemnify and defend Friends against all claims (including without limitation claims by third parties), liability, damages, costs and expenses, including reasonable legal fees and expenses, arising out of or related to (i) a breach of this Agreement and any Image restrictions, (ii) the use of any Image either alone or in combination with any other material, (iii), your failure to abide by any restriction regarding the use of an Image.

Credit Line and Copyright Notice:

For editorial uses, you shall include a copyright notice and photo credit adjacent to each Image (in the format: "© photographer's name/Friends of Hart Park" or as specified on the Friends online site) with each publicly distributed Image.

Receiving credit is a material aspect of the Agreement for Friends, and in editorial uses of Images, you agree to pay triple the invoice amount if you do not provide such credit and copyright notice. For commercial uses, you shall include the credit described above when customary and appropriate.

Friends Trademarks:

Except for credits as required above, you may not use the trademarks or service marks of Friends without Friends' prior written consent.

Choice of Law / Jurisdiction / Attorneys' Fees:

Any dispute regarding this Agreement shall be governed by the laws of the State of California and Titles 15, 17, and 35 of the U.S.C., as amended, and the parties agree to accept the exclusive jurisdiction of the state and federal courts located in California, USA, regardless of conflicts of laws. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed. The parties hereto confirm that it is their wish that this Agreement as well as any other documents relating hereto, including notices, has been and shall be written in the English language (Les parties aux presentes confirment leur volonte que cette le convention de meme que tous les documents y compris y tout avis qui s'y rattache soient rediges en langue anglaise). In any dispute between Friends and you where Friends prevails, Friends shall be entitled to recover its reasonable attorneys' fees, legal expert fees, court costs, and other legal expenses.

Confidentiality:

During this Agreement, Friends may provide you with certain pricing, technical, marketing and other confidential information. You acknowledge that such confidential information encompasses valuable trade secrets and is proprietary to Friends, and you shall maintain the confidentiality of any "confidential information" that Friends may provide to you, and you shall not use or disclose the same without the prior written consent of Friends. "Confidential information" includes any information that is either designated as confidential by Friends or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as confidential by you.

Limited Warranty:

Subject to the restrictions and limitations contained in Friends' online site, an invoice, or under this Agreement, Friends warrants that it has sufficient rights to grant you the limited license under this Agreement and any accompanying invoice. Additionally, Friends warrants that the digital copy of the Image provided by Friends to you will be free from defects in material and workmanship (but not visual artifacts inherent in the original Image) for ninety (90) days following delivery; and, Friends will as your sole and exclusive remedy for your inability to use an Image and at its sole discretion, provide you with a replacement of the digital copy of such Image, or refund any fee paid by you to Friends provided you have not made any licensed use the Image. WHILE FRIENDS MAKES EFFORTS TO USE ACCURATE CAPTION INFORMATION, FRIENDS DOES NOT WARRANT THAT CAPTION INFORMATION IS ACCURATE. FRIENDS PROVIDES YOU WITH ITS ONLINE SYSTEM ON AN "AS IS" BASIS. FRIENDS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED REGARDING ANY IMAGES, ITS ONLINE SYSTEMS, OR ANY RIGHTS OR LICENSES UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability:

EXCEPT FOR ANY LIABILITY WHICH CANNOT BY LAW BE EXCLUDED OR LIMITED, NEITHER FRIENDS NOR ANY FRIENDS AFFILIATE SHALL BE LIABLE TO YOU OR ANY OTHER THIRD PARTY CLAIMING THROUGH IT FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR RELATING TO THE USE OR INABILITY FOR YOUR USE OF THE IMAGES, WHETHER FRAMED AS A BREACH OF WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, IN TORT, CONTRACT, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE. IN NO EVENT SHALL FRIENDS' OR ITS AFFILIATES' LIABILITY FOR YOUR USE OF ANY IMAGE PROVIDED HEREUNDER EXCEED THE AMOUNT INVOICED BY YOU FOR THE USE OF THAT IMAGE.

Miscellaneous:

You acknowledge that you have read this Agreement and understand it, and agree to be bound by all its terms and conditions. This Agreement and any listed restrictions constitute the entire agreement between the parties with respect to the subject matter hereof and merge all prior and contemporaneous communications. This Agreement shall not be modified except by a written agreement signed by duly authorized representatives of Friends, provided that no purchase order or similar document issued by you shall modify this Agreement even if signed by Friends. If Friends' performance of any of its obligations hereunder is delayed by labor dispute, war, governmental action, flood, fire, explosion or other act of nature, the public enemy, or any other matter not within Friends' reasonable control, then the date for performance shall be extended by the time of such delay. If any provision of this Agreement is found invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable according to its terms. The parties intend that the provisions of this Agreement be enforced to the fullest extent permitted by applicable law. Accordingly, the parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable and in such manner as comes closest to the intentions of the parties to this Agreement as is possible. This Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns, except that you may not assign or transfer this Agreement without Friends' prior written consent.

(note – the royalty free link above should point to the following royalty free heading below)

Royalty-Free End-User License Agreement (EULA)

The following legal documents comprises the Friends Royalty-Free End-User License Agreement. Users seeking to use royalty-free images are urged to review this document carefully. Questions about this EULA should be directed to Friends Customer Service or to your account representative.

FRIENDS ROYALTY-FREE END-USER LICENSE AGREEMENT

Please read this Agreement carefully before purchasing or using any Friends royalty-free image ("Image") from Friends. **If you are unsure of your rights under this Agreement, or if you wish to license additional rights or add additional users not otherwise permitted hereunder, please contact Customer Service by calling 800.260.0444 or 425.641.4505, or by email at service@Friends.com.**

1. By using an Image or exercising any rights granted under this End-User License Agreement (the "Agreement"), you agree to be bound by this Agreement. If you do not wish to accept the terms of this Agreement, you may return the unused image or Image CD-ROM ("CD") to Friends within seven days from the invoice date for a refund of the purchase price. Friends and its suppliers own the rights to the Images, CD, and Friends Website. All rights not specifically granted by this Agreement are reserved by Friends.
2. Conditioned upon your payment of the purchase price for the Image or CD and your compliance with the terms of the invoice and this Agreement (including all restrictions), Friends grants to you a non-exclusive, non-transferable right to use and reproduce Images from the CD or the Friends Website in the following, and only the following, ways:

Print Uses -- any printed materials, but not "retail photo products" (defined below).

Acceptable uses include promotional items (greeting cards, t-shirts, postcards, posters, phone cards, credit cards, templates, CD covers, cassette covers, board games, and calendars), magazines, newspapers, advertising, editorials, catalogs, flyers, brochures, reports, disposable packaging, book covers, and educational textbooks.

Unauthorized "retail photo products" include, without limitation, greeting cards, calendars, postcards, stationery, posters, t-shirts, ties, "photo mugs", and mouse pads, offered for sale (wholesale and retail).

Other Than Print Uses -- any electronic or digital materials including screensavers, electronic greeting cards, websites (but not website templates), broadcast video, multimedia including film and video, and CD ROMs, **provided** that no Image is at a resolution greater than 480x640 pixels and each Image is incorporated into a design in such a manner to make it clear that the Image is not intended to be separately downloaded,

copied, or distributed.

Restrictions. Friends may at any time during the term of this Agreement notify you that certain Images are no longer available for use under this Agreement and upon such notification, the license granted by Friends shall automatically and immediately terminate. Your sole remedy for any recalled Image shall be, at Friends' sole discretion, the replacement of such recalled Image with another Image or refund of any license fee paid attributable to such recalled Image. Friends cannot anticipate all possible uses of an Image, either alone or in combination with other material that you, or you on behalf of your client(s), may make. You are solely responsible for the use of any Image in combination with any other material. **Without limitation, Images may not be utilized:**

- as a trademark or service mark
- for any pornographic, unlawful purpose or use
- to defame any person
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