

# Lizenzbestimmungen

## Juice Images License Agreement

If you are entering into this Agreement on behalf of your employer, the License granted and the restrictions and limitations on the use of the images set forth below apply to your employer as well as to you as a representative of your employer. Should you cease working for your employer, your employer (but not you) may continue to use the images under the terms of this Agreement.

### 1. License Grant and Restrictions

1.1 Juice Images Ltd (“Juice Images”) grants you a non-transferable, non-exclusive, worldwide, perpetual license to store, reproduce and use the specific image(s) that you have purchased during this transaction, and any authorised derivatives or copies thereof, (collectively the “Images”) for your own commercial or non-commercial use as set out in the clause 1.3 below, but not for any other purposes.

1.2.1 The Images may be shared by creating an image library, image storage jukebox, network configuration or similar arrangement as long as no more than ten (10) individuals (including you) employed by the same entity have access to the Images (subject to clause 1.2.2 below). You expressly acknowledge that this is not “simultaneous users license” and you may not have more than ten (10) specific people access the Images even if only ten (10) people are accessing the Images at any particular time.

1.2.2 If you are intermediary (e.g. an advertising or design agency) the Images

must only be used by  
one client of yours, who must agree to be bound by the terms of this Agreement.  
You may allow  
individuals employed by your clients to have access to the Images, provided the  
total number of  
individuals with access to the Images (including all those within your organisation  
and the client)  
remains no more than ten (10).

1.3 Specifically, you may:

1.3.1 use the Images any number of times on a worldwide, unlimited and perpetual  
basis as a part of  
advertising and promotional materials, packaging; multi-media including web-  
design, broadcasting,  
film/video/DVD, publishing; materials for personal, non-commercial use;

1.3.2 alter, manipulate and crop the Images;

1.3.3 use the Images in any other manner approved in writing by Juice Images.

1.4 Specifically, you may not:

1.4.1 sublicense, re-license, rent, resell or lease any of the Images to third parties  
separate or

independent from a specific product, website or similar;

1.4.2 copy or publish any of the Images to a network or bulletin board, or  
otherwise distribute or allow

any of the Images to be distributed to or used by anyone other than the ten (10)  
authorised users,

without prior written consent from Juice Images or its Sales Agents

1.4.3 under the terms of this Agreement use the Images in commercial products  
where the Images

make up a significant part of the re-sale value of the product (i.e. postcards,  
posters, calendars, etc.).

1.4.4 use any of the Images to promote a business that sells or licenses  
photographic images or

otherwise competes with Juice Images in any manner;

1.4.5 sub-license, resell or otherwise distribute the Images to third parties expect  
as an integral part of

your product or web-page and only for the life and extent of such a product;

1.4.6 make the high-resolution (300 dpi or above) Images available for download  
beyond the scope of

the license rights provided by this Agreement or place the Images on-line in an  
FTP or other digital

format;

1.4.7 incorporate any of the Images in a logo, trade mark or service mark;  
1.4.8 use the Images in ways or contexts that might reasonably be construed as pornographic,  
defamatory, libellous or otherwise unlawful;  
1.4.9 use the Images in such a way as to imply that any model depicted in the Images personally uses  
or endorses a product or service (for example, in testimonial advertising);  
1.4.10 use Images depicting any model in any unduly controversial or unflattering context, unless  
accompanied with a statement indicating that the person is a model and the Images are being used for  
illustrative purposes only;  
1.4.11 delete or later the copyright symbol, the name Juice Images, or  
identification number or any  
other information from the electronic file by which the Images are supplied to you or from any copies  
of those files.

## 2. Warranty and Disclaimer

2.1 Juice Images warrants the digital copy of the Images in the form duly purchased by you or your  
employer to be free from technical defects for 90 days from delivery. The sole and exclusive remedy  
for breach of the foregoing warranty is the replacement of the digital copy of the Images or refund of  
the purchase price, at Juice Images' sole option. Juice Images shall not, however, be liable if defects  
arise as a result of any modification, variation or addition to the Images not performed by us or  
caused by any abuse, corruption or incorrect use of the Images with equipment or software  
which is incompatible. Juice Images makes no other warranty, express or implied including,  
without limitation, any implied warranties or merchantability or fitness for a particular purpose,  
our liability to you for any losses shall not exceed the amount you originally paid for the Images.  
Some states do not permit the exclusion of implied warranties, and you may have other rights, which  
may vary from state to state. Neither Juice Images nor its licensors shall be liable to you or any

other person or entity for any general, special, direct, indirect, consequential, incidental, or other damages (even if we have been advised of the possibility of such damages) arising out of this license, the usage of the Images including any claim for lost profits or lost savings, or for any other claim of a third party or otherwise. However, nothing in this license limits liability for fraudulent misrepresentation or our liability to you in the event of death or personal injury resulting from our negligence.

2.2 It is a condition of this Agreement that you obtain all necessary rights, models releases or consents which may be required for reproduction and use of the Images. We make no warranties with regard to the use of names, people, buildings, trade marks or copyrights material depicted in any Image, or to the accuracy of any metadata, including, but not limited to, keywords and captions, with any Image.

Furthermore, ensure that you examine the Image you intend to use for possible defects before sending the Image for reproduction. Juice Images shall not be liable for any loss or damage suffered by you or any third party arising from any alleged or actual defect in any Image or its metadata or in any way from its reproduction.

### 3. Consequences of Breach

3.1 Without prejudice to Juice Images' other rights and remedies, the License and your right to use the Images shall automatically terminate, without prior notice or refund of any moneys paid, if you breach any express or implied term of this Agreement. In the event of termination, you must immediately destroy or delete all copies of the Images or, at Juice Images request, return them to Juice Images.

3.2 You agree to indemnify Juice Images and hold Juice Images harmless against all claims arising out of the breach by you of this Agreement.

### 4. Reservation of Rights and Protection of Intellectual Property

4.1 All rights to the Images are owned by Juice Images and / or its licensors and

are protected internationally by copyright and other applicable laws. Juice Images and its licensors retain all rights not expressly granted under this Agreement. You may be held legally responsible for any copyright infringement that is caused or encouraged by your failure to comply with the terms of this Agreement.

## 5. Other Conditions

5.1 Use of the Images must be in compliance with all applicable laws, statutes and regulations. Juice

Images reserves the right to discontinue the use of any Image for any reason and elect to replace the

Image with an alternative Image. Upon notice of any discontinuance of a License for a particular

Image, you and your client, if applicable, agree not to use the Image in the future. If any part of this

Agreement is found void and enforceable, it will not affect the validity of the remaining terms of this

Agreement, which shall remain valid and enforceable according to its terms. This Agreement

represents the entire Agreement between the parties relating to its subject matter and may not be

amended except in writing signed by an authorised representative of both parties.

5.2 The laws of England and Wales whose courts are the courts of exclusive jurisdiction govern this

Agreement, save that Juice Images shall have the right to bring proceedings in any jurisdiction to

obtain injunctive or other relief against you in the event that, in the opinion of Juice Images, such

action is necessary or desirable.

If you wish to use the Images in a manner not permitted under this License Agreement, please contact

Juice Images Ltd at [info@juiceimages.com](mailto:info@juiceimages.com) or by telephoning +44 (0) 1935 848 593