# Lizenzbestimmungen

## End User License agreement

LA PHOTOTHEQUE S.A., registered tradename PHOTONONSTOP is a French *Societé Anonyme*, registered company at the Companies' registry of Paris under number RCS 340227 552 Paris B, capital of Euros 250,000, with principal offices at 10, passage de la Main d'Or, 75011 Paris.

ONOKY is a Royalty Free brand, property of the French legal company PHOTONONSTOP.

1: TERMS OF AN AGREEMENT FOR THE GRANT OF RIGHTS

Before using any ONOKY "Products" either it being CDs or single images taken from Cds or Photononstop or any of its official distributor's website or authorised distributors directly, the following terms and conditions should be read carefully.

In breaking the CDROM seal, or in downloading photographs from a PHOTONONSTOP distributor featuring ONOKY products, you are acknowledging that you have read the agreement, accepted it, and that you subscribe to the agreement for the grant of rights, which it contains.

If you do not agree with all the above, please refrain from all use, and return the CD/DVD to your distributor together with the accompanying material in the original packaging, so that you may be reimbursed, or click on the icon « cancel order » from the website.

If you are acting on behalf of your employer, the agreement herein will be concluded with them and yourself in your capacity as proxy.

If you stop working for your employer, the present agreement will only continue to operate with your employer.

## 2: GRANT OF RIGHTS

**PHOTONONSTOP grants you or your employer (if the assignment is made on behalf of your employer), the right to use any ONOKY “Products” which is the subject of the agreement, from your personal computer according to the terms and conditions herein.**

## 3: TERMS OF THE LICENSE

**3.1 The ONOKY “Products” must be used for a fixed purpose, that is to say, personal / non-personal production, commercial / non-commercial, for any product.**

**They may in no circumstance be the subject of a retro-cession, a licence, a negotiation, or distribution, separate from this production.**

**3.2 You are at liberty to reproduce the**

**digital photographs, subject of the present agreement, through any medium of your choice, for information purposes, illustration purposes, or promotional purposes.**

**2.3 However, you are prohibited from de-compiling or reproducing CDs, which come under the terms of this agreement. You are prohibited in providing the ONOKY "Products" through a download service on the Internet (FTP, WAP or any other mean, known or unknown).**

2.4 You are prohibited in using ONOKY « Products » as significant elements of commercial products including postcards, greeting cards, calendars and stickers.

**You are prohibited from using the ONOKY “Products” in any ways that might prove detrimental to the moral rights of their authors /models.**

**3.6 Any use of the ONOKY “Products”, subject of the agreement, for pornographic purposes or for purposes which might undermine the dignity or the reputation of someone else, or which might be contrary to legal and regulatory provisions, is prohibited.**

**3.7 The rights above are granted to you on a non-exclusive basis, and for an unspecified period, subject to use in accordance with the stipulations of the present agreement.**

**3.8 The rights that you possess in the present agreement are personal to you and may not be retro ceded.**

**3.9 PHOTONONSTOP and its official representatives retain all the rights to the ONOKY "Products", not expressly assigned within the context**

**of the present agreement.**

## 4: GUARANTEE

**PHOTONONSTOP guarantees its ONOKY “Products” against any fault of manufacture, for a period of three (3) months effective from delivery.**

**Neither PHOTONONSTOP or any of its official distributors or licensors may be held responsible for you, or**

**any other physical person in the event of any indirect, consequential or incidental damages caused by the use of these “Products” under any circumstance.**

If you accept this Agreement it is understood that you obtain all necessary rights, model releases or consents which may be required for reproduction and use of the « Products ». PHOTONONSTOP makes no warranties with regard to the use of names, people, buildings, trade marks or copyright material depicted in any Image, or to the accuracy of any metadata, including, but not limited to, keywords and captions, with any Image. Make sure you have checked the quality of the «Product » you intend to use for possible defects before sending the « Product » for reproduction. PHOTONONSTOP 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 « Product » or its metadata or in any way from its reproduction.

This guarantee is explicitly restricted to reimbursement of the purchase price of the faulty medium or to its replacement, to the exclusion of any other guarantee, such as the suitability between the photographs and the use or the implementation being considered, this example not being restrictive.

# 5: LIABILITY

**You are solely responsible for yourself or to a third party, for any damage, general or particular, direct or indirect, arising from the agreement or its fulfilment, and especially from the use of “Products”.**

You are also solely responsible for respecting the personal rights and copyright of people or goods listed on the said “Products”.

# 6: CANCELLATION

**6.1 PHOTONONSTOP reserves the right to suspend the marketing of rights to any ONOKY “Products” for whatever reasons, and/or to replace any photograph by another. You accept in similar circumstances to cease all use of the photograph in question without recourse to compensation nor claim.**

**6.2 PHOTONONSTOP reserves the right to undertake any appropriate legal proceedings if the provisions of the agreement are breached.**

## 7: APPLICABLE LAW - ALLOCATION

**The agreement is subject to the provisions of French law.**

**For the purposes of the execution of the present document, the PARIS Tribunal de Commerce Court is granted competence.**

**EXHIBIT C**

Sales Target

Year 1 : not defined NET, not including local sales tax and Distributor's share.

Year 2 : to be mutually agreed upon after reviewing performances of initial year.

Target for following years will be set together between Distributor and PHOTONONSTOP during the final quarter of the current Year, after reviewing performances.