



# Disclaimers

PhotoAlto License Agreement: single images

Warning : The user shall have no ownership rights whatsoever to this image (available from the present site, hereinafter referred to as the "image") and benefits solely from this user's license granted according to the terms and conditions described herein.

Important : Prior to initial use of this image, read carefully the stipulations of this License Agreement. After having downloaded the image, the purchaser is irrefragably presumed to have taken cognizance of the contents of this license. Under the terms of this agreement, the purchaser is understood to be any natural person or legal entity having acquired this image on their own behalf.

Should this be a natural person, the purchaser is considered to be the sole user of this image, and consequently, the sole holder of this usage license.

Should the purchaser be a legal entity, this license shall cover all of this legal entity's members, associates, employees or staff, in accordance with the conditions established in paragraph 3 of this license.

These persons shall be considered, for the purposes of this license, as users and holders of this license, and shall be irrefragably presumed to have taken cognizance of the contents of the license and to have agreed, without reservations, to its terms.

In general terms, usage irrefragably presupposes that the user has taken cognizance of the contents of this license and has agreed, without reservation, to its contents.

Any other usage shall be considered as a violation of the copyright held by the company PhotoAlto.

#### 1 - User's license :

PhotoAlto - 9, rue Pierre Dupont - 75010 Paris - France tel : 33(0)1 44 89 22 22, info@photoalto.com, hereby licenses all users of this product to use this image on the strict condition that the following terms and conditions are duly complied with:

All copyrights and other related rights are owned by PhotoAlto or its suppliers.

Use automatically entails the absolute assumption that the user has read and understood this agreement and accepts to be bound by the terms herein without reservation.

#### 2 - User's rights :

The user has the right to:

- Reproduce, display, print, adapt and publish the photographic image using any and all media, subject to the conditions described below.

- Make one (1) back-up copy of the image for archive or storage purposes.

- Make use of the image on behalf of a third party who is not the holder of the present license, provided that this usage does not allow the said third party free access to the photographic image(s), which would result in this third party being considered a user according to the definition provided herein.

The user remains responsible and shall act as guarantor for the third party with regard to PhotoAlto and concerning adherence to the terms herein.

### 3 - Use restrictions :

The user has no right to:

- Copy the image or the accompanying written materials, except in those cases specifically authorized in this license agreement.

- Reproduce the image as is, for commercial purposes.

The user is hereby informed that unauthorized commercial use will result in the user being civilly and/or criminally liable for copyright infringement.

- Reproduce or provide the image to more than 20 (twenty) people, particularly through the duplication of the file or by making it available via Internet, intranet, or extranet networks or through file sharing.

- Create a scandalous, obscene or immoral work using the photographic image.

- Distribute or sell the image by associating it with another product in competition with the image.

- Use the photographic image relating to any identifiable persons, goods or entities in any way likely to bring the image of such persons, goods or entities into disrepute, in particular by conferring upon it anything of a scandalous, obscene, immoral or similarly degrading nature, or which might suggest any link or association with any product, service or concept, by giving it a controversial, unfair, parasitical or defamatory nature.

- Crop individual people from groups larger than 4 persons and use them as individuals in your design.

- Rent, sell, lend or otherwise grant rights to the image outside of the cases referred to above.

This license entitles the user to the copyright of the photographs and the image rights of the models photographed. The user may not, however, use or reprocess the image in such a way that they might infringe upon tangible or intangible property rights (e.g. reframing a monument in close-up).

In consequence thereof, the user is fully liable for any use he may make of the photographic image which may require specific permission from third parties in respect to any tangible or intangible property rights which may be claimed and which are expressly excluded from the terms of this license.

PhotoAlto disclaims any responsibility relative to the use of these photographs which could constitute an infringement on the rights of third parties.

In case of any doubt, the user may contact PhotoAlto at the above address (art.1).

4 - Photographer :

Pursuant to the provisions of Articles L 121-1 et seq. of the French Intellectual Property Code, all use of the photographic images is subject to the citation of the photographer and PhotoAlto.

#### 5 - Duration :

This User's License shall remain in full force and effect throughout the entire duration of use of the image. It shall be terminated in the event that the user does not comply with the terms and conditions herein.

Upon expiration of this License Agreement, the user hereby agrees to destroy all copies made of the image.

#### 6 - Warranty :

PhotoAlto hereby guarantees the workmanship of this image for three days starting from and including the date of purchase.

In the event of a defect due to downloading appearing during the three day period, PhotoAlto's distributor will replace the defective image.

#### 7 - Disclaimer of warranty and liability :

The image is provided as is, under the guarantees provided above. All risks related to the results or performance of the image are assumed by the user.

8 - This English-language contract is a translation; in the event of a dispute, the contract having precedence is the original contract written in French.

To request a personalized licensing contract with additional rights (paragraph 3-3), please contact PhotoAlto at [info@photoalto.us](mailto:info@photoalto.us).

Copyright (c) 2002 PhotoAlto. All rights reserved.

Warning : The user shall have no ownership rights whatsoever to this CD-ROM and benefits solely from this user's license granted according to the terms and conditions described herein.

Important : Prior to initial use of this CD-ROM, read carefully the stipulations of this License Agreement.

Upon opening the present CD-ROM for the first time, the purchaser is irrefragably presumed to have taken cognizance of the contents of this license. Under the terms of this agreement, the purchaser is understood to be any natural person or legal entity having acquired this CD-ROM on their own behalf. Should this be a natural person, the purchaser is considered to be the sole user of this CD-ROM, and consequently, the sole holder of this usage license. Should the purchaser be a legal entity, this license shall cover all of this legal entity's members, associates, employees or staff, in accordance with the conditions established in paragraph 3 of this license.

These persons shall be considered, for the purposes of this license, as users and holders of this license, and shall be irrefragably presumed to have taken cognizance of the contents of the license and to have agreed, without reservations, to its terms.

In general terms, usage irrefragably presupposes that the user has taken cognizance of contents of this license and to have agreed, without reservation, to its contents.

Any other usage shall be considered as a violation of the copyright held by the company PhotoAlto.

Use automatically entails the absolute assumption that the user has read and understood this agreement and accepts to be bound by the terms herein without reservation.

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- All copyrights and other related rights are owned by PhotoAlto or its suppliers.
- Use automatically entails the absolute assumption that the user has read and understood this agreement and accepts to be bound by the terms herein without reservation.

#### 2 - User's rights :

The user has the right to:

- Reproduce, display, print, adapt and publish the photographic images obtained from the CD-ROM using any and all media, subject to the conditions described below.

- Make one (1) back-up copy of the CD for archive or storage purposes.

- Make use of one or more photographic images on behalf of a third party who is not the holder of the present license, provided that this usage does not allow the said third party free access to any and /or all of the photographic images, which would result in this third party being considered a user according to the definition provided herein.

The user remains responsible and shall act as guarantor for the third party with regard to PhotoAlto and concerning adherence to the terms herein.

### 3 - Use restrictions :

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- Reproduce as is the CD-ROM, or its contents or part of its contents for commercial purposes.

The user is hereby informed that unauthorized commercial use will result in the user being civilly and/or criminally liable for copyright infringement.

- Reproduce or provide the CD-ROM or any part of its contents to more than 20 (twenty) people, particularly through the duplication of the files or by making them available via Internet, intranet, or extranet networks or through file sharing.

- Create a scandalous, obscene or immoral work using the photographic images contained in the CD-ROM.



- Distribute or sell the photographic images contained in the CD-ROM by associating them with another product in competition with the CD-ROM.

- Use the photographic images relating to any identifiable persons, goods or entities in any way likely to bring the image of such persons, goods or entities into disrepute, in particular by conferring upon them anything of a scandalous, obscene, immoral or similarly degrading nature, or which might suggest any link or association with any product, service or concept, by giving them a controversial, unfair, parasitical or defamatory nature.

- Crop individual people from groups larger than 4 persons and use them as individuals in your design.

- Rent, sell, lend or otherwise grant rights to the CD-ROM outside of the cases referred to above.

This license entitles the user to the copyright of the photographs and the image rights of the models photographed.

The user may not, however, use or reprocess the images in such a way that they might infringe upon tangible or intangible property rights (e.g. reframing a monument in close-up).

In consequence thereof, the user is fully liable for any use he may make of the photographic images which may require specific permission from third parties in respect to any tangible or intangible property rights which may be claimed and which are expressly excluded from the terms of this license.

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Upon expiration of this License Agreement, the user hereby agrees to destroy all copies made of the CD-ROM.

#### 6 - Warranty :

PhotoAlto hereby guarantees the workmanship of this product for 90 days starting from and including the date of purchase.

In the event of faulty workmanship or a manufacturing defect, PhotoAlto hereby guarantees that it will replace any defective products which are returned to the address indicated in this Agreement.

#### 7 - Disclaimer of warranty and liability :

The CD-ROM is provided as is, under the guarantees provided above. All risks related to the results or performance of the CD-ROM shall be assumed by the user.

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