

Aflo End User License Agreement for Royalty Free Image Product

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1.2 You are permitted to:

1.2.1. Use and modify the Images subject to the restrictions contained in this agreement. You may not copy, rent, transfer or grant any rights to the Images or any compilation, derivative or other work containing the Images to any other person or organisation without our prior written consent. You may not use the product on more than ten workstations or computers at a time nor on a network or multi user system. You may use the Images only on computers which are under your control and You may transfer the Images from one computer to another as long as the Images are not used on more than ten computers at any one time. You may use the Images for your personal use or in your business or profession but You may not transfer the Images on a permanent basis to another person unless such transfer takes place within the scope of the terms of this agreement.

1.2.2 Use the images as follows: in comps, layouts for presentations, rough draft designs, storyboards, promotional and marketing materials, advertising brochures, editorial publications, presentations for sale, distribution or other similar uses. You may use the images in a product or publication which is produced for sale to the public.

1.3 In addition You must:

1.3.1 Not post any Image or Images or any material or content of our website on any other website or Internet bulletin board or load the Images online in a downloadable format or in any format with a resolution higher than 72 DPI/600k.

1.3.2 Ensure that these images are not used in association with or to create pornographic, defamatory or obscene images or any images or features which place the Images in a context which is in breach of any applicable laws or regulations.

1.3.3 Not alter, delete or add to any copyright or trade marks notices or markings inserted on the website, or the Images or any of them.

1.4 You acknowledge that the copyright in the Images and all intellectual property rights in the Images and in this website remains at all times vested in Aflo and You are not entitled to any copyright or other intellectual property rights except as expressly permitted under this Agreement. You further acknowledge that if any further copyrights or other rights arise in the Images as a result of your manipulation or alterations of the Images then the rights in such altered or manipulated Images shall automatically vest in Aflo and You will, on notice from us, execute such further documentation as is necessary to vest all such rights in Aflo. The terms of this Agreement apply to all such altered or manipulated Images.

2. Term and Termination

2.1 The Licence granted under this agreement remains in force until terminated.

2.2 Your permission to use the Images will terminate automatically if you fail to comply with any term of this agreement. The agreement will also terminate without further action or notice by us if You become bankrupt, go into liquidation, suffer or make any winding-up petition, make an arrangement with your creditors, have an administrator, administrative receiver or receiver appointed or suffer or file any similar action in any jurisdiction in consequence of any debt.

2.3 Upon termination of this agreement for any reason You will destroy the Images together with any copies in any form, including copies on your hard and back-up disks, in your possession or control. You will provide us with written confirmation of such destruction from an authorised officer of your company or personally from an

individual. Any use of any copies of the Images after termination of the Licence is unlawful.

3. Limited Warranty

Aflo warrants to You, as the original licensee, that:

3.1 The Images when used properly will be usable by You; and

3.2 The media on which the Images are supplied by Aflo will be free from defects in material and workmanship under normal use.

The entire liability of Aflo and your exclusive remedy under the warranty given under this agreement will be, at Aflo's option, to either:

3.3 Repair or replace the Images or the media upon which the Images are recorded which do not conform with the warranty; or

3.4 Refund the price paid for the Images and terminate this Agreement.

This remedy is subject to the return of the Images to us by you not later than five days after the end of thirty days from the date of your receipt of the Images.

4. Exclusion of Other Warranties

Except for the express warranties in section 5 Aflo and its suppliers make and You receive no other warranties, conditions or representations, express or implied, statutory or otherwise, and without limitation the implied terms of satisfactory and merchantable quality and fitness for purpose are excluded. Aflo does not warrant that the operation of the Images or the website will be free or interrupted. It is your responsibility to ensure that the Images are suitable for your needs and the entire risk as to the performance and results of the use of the Images is assumed by You.

5. Disclaimer

5.1 In no event will either Aflo or its suppliers be liable for any direct, indirect, consequential, incidental or special damage or loss of any kind (including without limitation loss of profits, loss of contracts, business interruptions, loss of or corruption of data) however caused and whether arising under contract, tort, (including negligence), or otherwise.

5.2 If any exclusion, disclaimer or other provision contained in this agreement is held invalid for any reason and Aflo becomes liable for loss or damage that could otherwise be limited, such liability, whether in contract, negligence or otherwise will not exceed the amount actually paid by You for the Images.

5.3 Aflo does not exclude or limit liability to the extent that:

5.3.1 Death or personal injury results from an act or negligence of Aflo; or

5.3.2 Liability arises in a jurisdiction which does not allow for the exclusion of certain implied warranties which would otherwise be excluded under this agreement.

5.4 You acknowledge that the allocation of risk in this agreement reflects the price paid for the Images and also the fact that it is not within our control how and for what purposes the Images are used by you. You further acknowledge the limitations of liability and disclaimer in this clause are reasonable as Aflo has (i) no knowledge of the specific use to which you will put the Images; (ii) no knowledge of the suitability of the Images to you and your business; and (iii) provided You with the opportunity to examine the Images on the website prior to their purchase by You from Aflo.

6. General

6.1 This agreement is the entire agreement between you and Aflo and supersedes any other oral or written communications, agreements or representations with respect to the terms of this agreement and the images.

6.2 If any part of this agreement is held by a court of competent jurisdiction to be unenforceable or unreasonable the validity of the remainder of the agreement will not be affected.

6.3 This agreement is governed by the laws of Japan whose courts are the courts of exclusive jurisdiction.

6.4 This agreement will not be governed by the United Nations Convention on contracts for the international sale of goods or any other similar convention or laws, the application of which are expressly excluded.