Lizenzbestimmungen

End-User License Agreement for fStop Royalty-Free Images

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND FSI FONTSHOP INTERNATIONAL GMBH (HEREINAFTER "FSI"). BY DOWNLOADING IMAGES FOR PURCHASE FROM THIS WEBSITE, YOU ACCEPT ALL THE TERMS AND

For the purpose of this Agreement the term "IMAGE" shall mean any photographic image(s), illustration(s) or graphics.

If you are entering this Agreement on behalf of your employer, the terms and conditions recited herein apply to your employer as well as to you as a representative of your employer. Should you cease working for your employer, you will no longer be entitled to use the IMAGE, but your employer will continue to be the license holder.

GRANT OF LICENSE

FSI grants you the non-exclusive, non-transferable right to use and modify the IMAGE in materials for yourself or your direct clients, who must be the end-user.

PERMITTED USAGE

You may use the IMAGE in advertising and promotional projects for yourself or your clients, for example: printed materials (brochures, books and book jackets, company reports, internal and external newsletters), advertisements, packaging, presentations, web and multimedia projects. The IMAGE may be distributed

within the same company within a network of servers to up to 10 named individuals within the company. If the IMAGE is to be placed onto a network accessible by more than 10 named individuals, please contact FSI or your local distributor to request an additional-user license upgrade.

LICENSE RESTRICTIONS

You may not place the IMAGE on-line in a downloadable format, post the IMAGE on any electronic bulletin board or on-line service, or use the IMAGE in a website at a resolution higher than 72 dpi. For example, the IMAGE may be used as part of a website design, but it must not be downloadable separately or stored in any way for re-use by website users.

You may not include the IMAGE in any template or application, whether webbased or not, with the purpose to create multiple impressions of a product. This includes, for instance, e-cards, business cards or any other electronic or printed matter.

You may not use the IMAGE for commercial products if the IMAGE is the essential part of the design and thereby increases the value of the product (for example calendars, T-Shirts).

You may not use, or allow anyone else to use the IMAGE to create material which may be considered pornographic, defamatory or in any other way unlawful.

FSI and its suppliers do not and cannot warrant the performance or results you may obtain by using the IMAGE. The foregoing states the sole and exclusive remedies for FSI's or its suppliers' breach of warranty. Except for the foregoing limited warranty, FSI and its suppliers make no warranties express or implied, as to non-infringement of third party rights, merchantability, or fit- ness for any particular purpose. In no event will FSI or its sup- pliers be liable to you for any consequential, incidental or special damages, including any lost profits or lost savings, even if a FSI representative has been advised of the possibility of such damages, or for any claim by any third party.

Some states of jurisdictions do not allow the exclusions or limitations of incidental, consequential or special damages, so the above exclusion may not apply to you. Also, some states or jurisdictions do not allow the exclusions of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you. To the extent permissible, any implied warranties are limited to ninety (90) days. This warranty gives you specific legal

rights. You may have other rights that vary from state to state or jurisdiction to jurisdiction. For further warranty information, please contact FSI.

You may not rent, lease, sublicense, give, lend, further distribute or grant any rights to the IMAGE, or any compilation or derivative work containing the IMAGE, to any third party without prior written consent of FSI.

If the use of an IMAGE featuring a person implies that this person endorses, uses, or is in any other way connected to a product or service, you must write a disclaimer to the effect that the person is a model and the IMAGE is used for illustrative purposes only.

USE OF COMPING FILES

Comping files are low-resolution images without watermarks. You may use these files to take a closer look at a particular image or to create materials for layout purposes. Comping files are not licensed for use in final projects, whether for internal or external use.

COPYRIGHT

The IMAGE is the copyright of the PHOTOGRAPHER. This Agreement does not give you any title or intellectual property rights to the IMAGE. FSI retains all rights not expressly granted by this License Agree- ment. International treaty provisions and other applicable laws apply.

LIMITED WARRANTY

FSI warrants to you that the IMAGE is free from defects in material and workmanship for the ninety (90) day period following download. Your entire and exclusive remedy shall be limited to either, at FSI's option, the replacement of the IMAGE or the refund of the purchase price.

GOVERNING LAW

You agree that this Agreement will be governed by the laws of Germany applicable to contracts wholly performable within such state. This agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. You agree that the IMAGE will not be shipped, transferred or ex- ported into any country or used in any manner prohibited by the United States Export Administration Act or any applicable export laws, restrictions or

regulations. This Agreement shall auto- matically terminate upon failure by you to comply with its terms. At termination, the product must be returned to FSI immedi- ately. This Agreement may only be modified in writing signed by an authorized officer of FSI.

If this product is acquired under the terms of a (i) GSA contract? use, reproduction or disclosure is subject to the restrictions set forth in the applicable ADP Schedule contract, (ii) Dod contract? use, duplication or disclosure by the Government is subject to restrictions set forth in subparagraph (c) (1) (ii) of 252.277-7013; (iii) Civilian agency contract? use, reproduction, or disclosure is subject to 52.277-19 (a) through (d) and restrictions set forth in the accompanying End User License Agreement.

fStop and fStopImages are trademarks of FSI pending registration in US Patent & Trademark Office and elsewhere.

FSI FontShop International GmbH Bergmannstrasse 102, 10961 Berlin, Germany

FSI Fonts and Software USA, Inc. 60 Tehama Street, San Francisco, CA 94105, USA