## JUNGLE PHOTOS: Images of Life's Diversity

## **End User License Agreement**

The terms and conditions of your license for the use of Jungle Photos images are set forth below. **Please read this license agreement carefully**. By placing an order for a Jungle Photos image, you will be agreeing to be bound by the terms and conditions of this agreement with respect to each Jungle Photos image you select.

**License**. Jungle Photos grants you the nonexclusive right to use the image you have selected from our Web site for any single use within the Use Category (which includes the Use Term and the Circulation limits for the Use Category) that you select. If you order more than one image, each image may be used only for the Use Category you indicate when you order the image. You are not permitted to use the image, or any portions of the image, in any other way. Furthermore, you may not use the image in any manner that is defamatory, pornographic or otherwise violates any applicable laws. All rights are reserved except those specifically granted in this agreement. This agreement is effective as of the date you electronically accept this agreement. You agree to pay Jungle Photos the Image License Fees for each image Use Category you select within 30 days of the date you accepted this agreement. The license granted to you becomes effective only upon receipt by Jungle Photos of payment in full.

Warranty/Liability. Jungle Photos warrants to you that it has the right to grant this license to you, and that all necessary model and other releases have been obtained. Your sole and exclusive remedy for a breach of these warranties is a refund of the price you pay to Jungle Photos to license the image. Jungle Photos makes no other warranty, express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. In no event shall Jungle Photos or any of its affiliates be liable for any damages whatsoever (including, without limitation, damages for loss of profits, business interruption, loss of information, or any other pecuniary loss) arising out of the use of or inability to use any image licensed hereunder. Because some states do not allow the exclusion or

limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

Assignment / Copies / Notice of Copyright. You may not transfer or assign this license to a third party. You may not make copies, either digital or printed, of the image for the purpose of re-licensing or reselling the image (whether separately or in combination with other images) or for any other purpose except those expressly set forth in the Use Category you select for the image. Likewise, you may not copy the image file for the purpose of transferring it, whether by gift or sale, to anyone else unless such use of the image is expressly included within the Use Category you select for such image. You must ensure that the copyright notice of each image is prominently displayed by your Use Category product to viewers of our image.

**General**. This license constitutes the entire agreement between you and Jungle Photos concerning the license of the image or images you select. This license is governed by the laws of the State of North Carolina and the United States. All rights to Jungle Photos images are owned by Jungle Photos and its licensors and are protected by United States copyright laws, international treaty provisions and other applicable laws. Jungle Photos retains all rights not expressly granted by this agreement. This license shall terminate immediately and automatically without notice from Jungle Photos if you fail to comply with any of the terms or conditions of this license agreement.

info@junglephotos.com

