



81 Riverwood Close SE
Calgary, AB, T2C 3Z5
(P) 403-615-3708 (F) 403-279-5351
info@RiverwoodPhotography.com

Riverwood Photography Image License Agreement

Last Updated: January 30, 2011

The following is a legal agreement between You and the owners of RIVERWOOD PHOTOGRAPHY, located at 81 Riverwood Close SE, Calgary, Alberta, CANADA, T2C3Z5, RIVERWOODPHOTOGRAPHY.COM ("Website"), Sean Phillips Photography ("SEAN PHILLIPS", "We") which governs the use of all images ("Photographs") and Vectors ("Vectors") provided by SEAN PHILLIPS. By using an Image or Vector You agree to be bound by the terms of this Agreement automatically, without any other conditions or declarations. If You do not agree with these terms, You are not allowed to use the Image.

All Images provided by SEAN PHILLIPS are copyrighted and they are the properties of SEAN PHILLIPS. All rights are reserved unless otherwise granted to You. Your rights to use the Image are subject to this agreement and the restrictions specified in transmittal document ("email", "letter").

We hereby grant to You a non-exclusive, non-transferable license to use the Image on the terms and conditions explained in this Agreement and in the transmittal document.

You may use the Image

- * In digital format on websites, multimedia presentations, broadcast film and video, cell phones.
- * In printed promotional materials, magazines, newspapers, books, brochures, flyers, CD/DVD covers, etc.
- * Along with your corporate identity on business cards, letterhead, etc.
- * To decorate your home, your office or any public place.

You may not use the Image

- * For pornographic, unlawful or other immoral purposes, for spreading hate or discrimination, or to defame or victimize other people, societies, cultures.
- * To endorse products and services without first acquiring a signed model release from any person or persons depicted in the image.
- * In a way that can give a bad name to SEAN PHILLIPS or the person(s) depicted on the Image.
- * As part of a trademark, service mark or logo.
- * SELLING AND REDISTRIBUTION OF THE IMAGE (INDIVIDUALLY OR ALONG WITH OTHER IMAGES) IS STRICTLY FORBIDDEN! DO NOT SHARE THE IMAGE WITH OTHERS!
- * In website templates that You intend to sell or distribute.
- * For creating printed reproductions that You intend to sell.

Information on Rights

Since SEAN PHILLIPS does NOT require a written Model Release for all Images that have identifiable people on it, We cannot guarantee that you will be able to use the Image for any purpose You like. Also, if there is a model release for the Image, We do not represent or make warranties whatsoever as to the legality or validity of it.

Furthermore, certain Images may be subject to additional copyrights, property rights, trademarks etc. and may require the consent of a third party or the license of these rights. SEAN PHILLIPS does not represent or make any warranties that it owns or licenses any of the mentioned, nor does it grant them. It's your sole responsibility to make sure that You have all the necessary rights, consents and licenses for the use of the Image.

You acknowledge that by your use the ownership of Image does not get transferred to You and You must not claim that it is yours. Your license is non-transferable, which means that You are not allowed to sell, rent, give, sublicense, or otherwise transfer the Image or the right to use the Image to anyone else. The work You create with the Image must be used either by yourself or by your client. You warrant that You do your best to prevent third parties from duplicating the Image.

Indemnification

You agree to indemnify, defend, and hold harmless SEAN PHILLIPS and its officers, employees, shareholders, directors and suppliers against all claims, liability, damages, costs and expenses, including reasonable legal fees and expenses, arising out of or related to a breach of this Agreement, the use of this site and the use or the inability of use of any Image, your failure to abide by any restriction regarding the use of an Image, or any claim by a third party related to the use of an Image.

Warranty and Liability

THE IMAGES ARE PROVIDED "AS IS". WE OFFER NO WARRANTY, EXPLICIT OR IMPLIED, REGARDING ANY IMAGES, THE WEBSITE, THE ACCURACY OF ANY INFORMATION, OR ANY RIGHTS OR LICENSES UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SEAN PHILLIPS DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE OR THE IMAGES WILL MEET YOUR REQUIREMENTS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR FREE.

SEAN PHILLIPS SHALL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY GENERAL, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR LOST PROFITS OR ANY OTHER DAMAGES, COSTS OR LOSSES ARISING OUT OF YOUR USE OF THE WEBSITE OR THE IMAGES.

If you have any questions regarding this License, please contact:

Sean Phillips
403-615-3708
info@riverwoodphotography.com.