

## **Atoz : End user license agreement**

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND PRISMA BILDAGENTUR AG („PRISMA“), TRADING AS AtoZ. BY PURCHASING AND/OR USING THE PRODUCT REFERRED TO BELOW YOU AGREE TO BE BOUND BY THIS LICENSE.

For the purpose of this Agreement “The Product” shall mean any photographic image, typeface, illustration, digital animation, film, video or other visual or auditory representation delivered by PRISMA, trading as AtoZ or our resellers (usually where downloaded from our or their website) in any format.

GRANT OF LICENSE. PRISMA, trading as AtoZ grant you the non-exclusive, non-transferable license to use and modify The Product subject to the restrictions set out below. The license is personal to you. In other words, except in the manner set out below, no-one else is allowed to use The Product under this license. You must not sell The Product nor, save as set out, otherwise make it available for anyone to use.

This license takes effect when you download The Product and pay for it.

When you use The Product in publications (whether print, electronic or otherwise) you must include a credit (in the format: © AtoZ) adjacent to each image.

You are allowed to make The Product available on a computer network to no more than 10 computer workstations within the same company or legal entity. If you wish to place The Product onto a computer network accessible by more than 10 computer workstations, please contact our local distributor, as you will require a “Seat License”.

You may also make one copy of The Product solely for backup or archival purposes.

You must not use (or allow the use of) The Product in the following ways:

- (a) You may not rent, transfer or grant any rights to The Product or any compilation, derivative or collective work containing The Product (or otherwise make The Product available for use or distribution to any other person or organization), whether by sublicense, resale or otherwise without prior written consent of PRISMA, trading as AtoZ
- (b) Use as a trademark or service mark is not permitted.
- (c) The Product may not: (i) be placed on any electronic bulletin board, or on-line in a downloadable format, or (ii) used in a Website at a resolution higher than 72 dpi.
- (d) You may not use The Product to create pornographic, libellous, obscene or defamatory material, or material which it is otherwise unlawful to possess, view, transmit, publish or process. For uses covering sensitive subjects including, but not limited to, topics regarding sexual issues, substance abuse, physical or mental abuse, alcohol, drugs, tobacco, HIV/AIDS or serious physical or mental ailments, you must include a statement which indicates that the person is a model and is used for illustrative purposes only.
- (e) You may not disassemble, decompile or reverse engineer or otherwise reduce to human-readable form any software included as part of The Product.

This license will continue in force until it is terminated. Using The Product in a way not covered by this Agreement or for a purpose that is specifically prohibited, without prior written consent from PRISMA, trading as AtoZ, is a violation of copyright law and a breach of this Agreement. If you do not comply with the terms and conditions above, this license automatically terminates. At termination, The Product must be deleted by you, and no further use made of it.

COPYRIGHT: The Product is the copyright of PRISMA, trading as AtoZ or its licensors and is protected by applicable copyright and other laws. No intellectual property rights in The Product are transferred or granted to you other than the limited license set out above. PRISMA, trading as AtoZ retains all rights not expressly granted by this license.

LIMITED WARRANTY: PRISMA, trading as AtoZ warrants that it is entitled to authorize you to use The Product under the terms of this license. PRISMA, trading as AtoZ makes no other warranty nor agrees any other condition, representation or undertaking, either express or implied, of any nature, about The Product or its use, including as to merchantability, satisfactory quality, and/or fitness for any particular use. Such terms are, where they would otherwise be implied, hereby expressly excluded to the fullest extent permitted by law. Neither PRISMA, trading as AtoZ nor any of its agents or employees shall be liable to you or any other end user or other person for any loss of: profit, business, revenue, goodwill or reputation (in each case whether direct or indirect) or for indirect, incidental, special or consequential loss or damage, in each case resulting from its performance or non-performance of this Agreement or the use of, or inability to use The Product or arising (or which might be claimed) under any other cause of action or theory of claim. Moreover, the liability of PRISMA, trading as AtoZ its agents and employees in respect of any cause of action giving rise to any liability (whether arising in tort, contract or otherwise and notwithstanding any negligence or other fault) shall in no event exceed the amount you paid for The Product. Some jurisdictions do not permit the restriction of liability in respect of death, personal injury, deceit nor the exclusion of certain implied conditions and / or warranties and, accordingly, the liability of PRISMA, trading as AtoZ shall not be restricted to the extent that this is not legally permitted in the relevant jurisdiction.

GENERAL PROVISIONS: This Agreement will be governed by, and interpreted in accordance with, Swiss law. You accept and irrevocably submit to the non-exclusive jurisdiction of the Swiss courts. If any part of this Agreement is found void and unenforceable, that shall not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

PRISMA, trading as AtoZ, reserves the right to discontinue the license of The Product, where its continuation would cause or continue liability, loss or damage to PRISMA, trading as AtoZ. Upon notice of any discontinuance of a license you agree not to further use The Product so discontinued and shall promptly delete or destroy any copies.

VERSION: 1 January 2008