

Little Nomads Royalty-Free End User License Agreement (RF-EULA)

THIS IS A LEGAL AGREEMENT BETWEEN YOU OR YOUR COMPANY, FIRM OR OTHER ORGANIZATION ("Licensee") AND LITTLE NOMADS STOCK PHOTO ("Little Nomads"). LITTLE NOMADS HAS BEEN APPOINTED AGENT BY ITS CONTRIBUTORS TO GRANT THIS LICENSE ON THEIR BEHALF.

Please read this agreement carefully in its entirety before you download or use any image. By confirming the purchase of the Image(s) or downloading the Image(s) you have selected from this website you agree to be bound by the terms of this RF-EULA (the "Agreement") and the Image usage restrictions contained herein. If you do not wish to accept the terms of this Agreement, please delete the unused Image(s) and notify Little Nomads by email to the following address: me@littlenomadphotography.com within thirty (30) days from the date of purchase for a refund (subject to clause 10 of the Agreement below).

1. Definitions

In this Agreement the following definitions apply:

1.1 "Contributor"

Means the owner(s) of the copyright to the Image(s) or their agent(s) who have submitted the Image(s) to Little Nomads.

1.2 "Image(s)"

Means the Image(s) selected for purchase as identified on the Invoice, and protected by copyright, trademark, patent or other intellectual property right, and are licensed to Licensee by Little Nomads under the terms of this Agreement. Any reference in this Agreement to the Image(s) shall be to each individual Image and also to the Images as a whole.

1.3 "Intellectual Property"

Means all property, intellectual, industrial design and moral rights of every kind and nature, including all applications thereof, including but not limited to copyrights, trademarks, service marks, trade names, trade dress, symbols, logos and designs, trade secret rights and registrations, initial applications, renewal extensions, continuations, divisions or reissues thereof.

1.4 "Invoice"

Means both the online cart contents and the computer-generated invoice provided by Little Nomads either at the time of checkout or via any other method of purchase. This Invoice may include, without limitation, details of the Image(s) selected, any limitations on the License in addition to those specified herein, the key terms of the License and the corresponding price for the License. The terms contained in the Invoice shall be incorporated into this Agreement and all references to the Agreement shall include those terms.

1.5 "License"

Means the non-exclusive (unless otherwise stated in the Invoice), non-sublicensable right Little Nomads grants to Licensee to use the Image(s).

1.6 "License Fee"

Means any sum or sums payable to Little Nomads by Licensee in respect of the License.

1.7 "Licensee"

Means the entity purchasing a license hereunder or, if there is a separate Purchaser, the entity specifically designated as Licensee during the purchase process and set forth as such in the Invoice.

1.8 "Licensee Work"

Means an end product or service that has been created by or on behalf of Licensee using independent skill and effort and that incorporates a Reproduction of the Image(s) as well as other material.

1.9 "Little Nomads"

Means Little Nomads Stock Photo.

1.10 "Purchaser"

Means the entity purchasing the license hereunder on behalf of a third-party Licensee.

1.11 "Release"

Means a model or property release or any other release of a third party which is necessary or desirable to obtain in respect of any Image.

1.12 "Reproduction" and "Reproduced"

Means any form of copying or publication of the whole or a part of any Image, via any medium and by whatever means, the distortion, alteration, cropping or manipulation of the whole or any part of the Image, use as a reference and the creation of any derivative work from, or that incorporates, the Image, even though the resulting image may not appear to a reasonable person to be derived from the original Image.

1.13 "Terms"

Means the terms and conditions set out in this Agreement and includes the terms and conditions of the website Terms of Use.

1.14 "User"

Means any employee or subcontractor of Licensee who: (i) downloads, manipulates, edits, modifies or saves the digital file containing the Image(s); (ii) is otherwise directly involved in the creative process utilizing the Image(s); or (iii) incorporates the Image(s) within any derivative work.

2. Contracting Parties

The parties to this contract are Little Nomads, the Licensee, and the Purchaser (if any). Little Nomads has been appointed agent by its Contributors to grant this License on their behalf.

3. Grant of Rights and Restrictions

3.1 Little Nomads grants to Licensee a non-exclusive, non-transferable, and non-sublicensable right to Reproduce the Image(s) on a worldwide and perpetual basis solely as part of the following (or as otherwise agreed in writing by Little Nomads):

3.1.1 Advertising and promotional materials (including packaging);

3.1.2 Online or other electronic distribution systems (including web page design, but subject to clause 3.8) up to a maximum resolution of 72 dpi;

3.1.3 Entertainment media (tv/film), broadcasts, or theatrical exhibition;

3.1.4 Any products (including for-sale products) or publications (electronic or print), subject to clause 3.8; and/or

3.1.5 Materials for personal, non-commercial use and test or sample use, including comps and layouts.

Please note, not all of Little Nomad's Images have Releases. It is the responsibility of Licensee to check that all necessary Releases have been secured (see clause 8.3 below).

3.2 Licensee may have the Image(s) Reproduced by subcontractors of Licensee (including Purchaser) for preparation of the Licensee Work, provided that such subcontractors agree to abide by the provisions of this Agreement.

3.3 Licensee may alter, crop, manipulate and create derivative works from the Image(s). However, Licensee may not falsely represent, expressly or impliedly, that Licensee is the

original creator of said derivative work when a substantial part of its artistic components are from the Image(s).

3.4 Licensee may share the Image(s) in a digital library, network configuration or similar arrangement to allow the Image(s) to be viewed by employees, partners and clients of Licensee, so long as there are no more than ten (10) Users. Licensee must contact Little Nomads to purchase additional seat licenses if there are more than ten (10) Users before such additional use begins.

3.5 If Licensee is an intermediary (for example an advertising agency) they may not sublicense, sell, assign, convey or transfer this Agreement or any of its rights under this Agreement, but may sublicense an Image as part of a derivative work (for example an advertisement) to clients. Should the clients wish to incorporate the Image in their own work they should contact Little Nomads to purchase a License.

3.6 The Image(s) as stored by Licensee must retain the copyright information, the Image(s)' identification numbers and any other information as may be invisibly or visibly embedded in the electronic files containing the original Image(s).

3.7 Licensee may not: (i) make the Image(s) available (separate from the Licensee Work) in any medium accessible by persons other than authorized Users; or (ii) make the Licensee Work available in any medium or manner intended to allow or invite a third party to download, extract or access the Image(s) as a standalone file, such as for a screensaver, without obtaining the prior written consent of Little Nomads and the payment of additional License Fees.

3.8 The Image(s) may not be sublicensed, resold or otherwise made available for downloading, use, or distribution separately by third parties, without obtaining the prior written consent of Little Nomads and the payment of additional License Fees. For example:

3.8.1 The Licensee may not make the Image(s) available for downloading separately or in a format designed or intended for permanent storage or re-use by website users;

3.8.2 The Licensee may not include the Image(s) in an electronic template intended to be Reproduced by third parties on electronic or printed products;

3.8.3 The Licensee may not use or display the Image(s) on websites or in any other medium designed to induce or involving the sale, license or other distribution of "on demand" products, including, without limitation, postcards, mugs, t-shirts, calendars, posters, screensavers or wallpapers on mobile telephones, or similar items.

3.8.4 The Image(s) may not be distributed by a mobile phone device or personal digital assistant (Blackberry or other similar device) in a way that would allow any third party to download, extract or access the Image(s) as a standalone file.

3.9 Licensee must not incorporate Image(s) (or any part of them) into a logo, trademark or service mark or application thereof, without prior written consent from Little Nomads.

3.10 If any Image featuring a model is used in (i) a manner that would lead a reasonable person to believe that the model personally uses or endorses a product or service, or (ii) if the depiction of the model in the Image would be unflattering or unduly controversial to a reasonable person, Licensee must accompany each such use with a statement indicating that the person is a model and the Image is being used for illustrative purposes only.

3.11 Little Nomads does not warrant the accuracy of the captioning, keywording or any other information associated with the Image(s).

3.12 Use of the Image(s) in a pornographic, defamatory, fraudulent, lewd, obscene or otherwise illegal manner is strictly prohibited, whether directly or in context or by juxtaposition with specific subject matter.

3.13 Where Purchaser is licensing Image(s) on behalf of a Licensee, Purchaser hereby represents and warrants that: (i) Purchaser is authorized to act as an agent on behalf of Licensee and has full power and authority to bind Licensee to this Agreement; and (ii) if Licensee subsequently disputes such power or authority, Purchaser shall be bound and liable for any failure of Licensee to comply with the terms of this Agreement. Nothing in this Section 3.13 shall serve to excuse Purchaser's obligation to make payment to Little Nomads of the License Fee.

3.14 Little Nomads may at any time hereafter notify Licensee that certain Images are no longer available for use under this Agreement and upon such notification the License shall automatically and immediately terminate. The sole remedy for any recalled Image shall be, at Little Nomads' discretion, the replacement of such recalled Image with another Image or refund of the License Fee to the extent attributable to such recalled Image.

3.15 Licensee must abide by any restriction on use as notified by Little Nomads before, after or at the time of delivery of the Image(s), either in the information accompanying the Image(s), the Invoice or otherwise.

4. Credit and Intellectual Property Issues

4.1 Nothing herein is intended or shall be construed to transfer or assign any Intellectual Property rights of the Contributors or Little Nomads to Licensee. Licensee acknowledges that all right, title and interest in and to the Image(s), including, without limitation, any and all trademark, copyright and any other Intellectual Property rights therein remain with the Contributors, and nothing contained herein shall be construed to convey any rights or propriety interest in the Image(s) other than the specific rights granted in Section 3 herein.

4.2 Unless otherwise agreed by the parties in writing, if any Image is reproduced by Licensee for editorial purposes only (e.g for any non-promotional or advertising purpose) the credit line, "(Photographer's or Agency's name)/ Little Nomads" or any other credit line specified by Little Nomads, must be included. If such required credit line is omitted, Licensee will be responsible for payment of an additional fee for use of the Image equal to thirty percent (30%) of the original amount invoiced attributable to the Image in question.

4.3 Notice of Violations. Licensee will immediately notify Little Nomads if it becomes aware or suspects that any third party that has gained access to the Image(s) through Licensee is wrongfully using the Image(s), in whole or in part, or is violating any of Little Nomads intellectual property rights, including, but not limited to, marks and copyrights.

5. Warranty and Limitation of Liability

5.1 Little Nomads guarantees that should any Image have defects in material or workmanship and these said defects are notified in writing to Little Nomads within thirty (30) days from the date of delivery of the Image, then Little Nomads will either replace the Image with another digital copy of the Image free from defect or refund the License Fee paid to the extent attributable to the defective Image, at Little Nomads' option.

5.2 Little Nomads makes no other warranty, express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. Neither Little Nomads nor its Contributors shall be liable to Licensee or any other person or entity for any punitive, special, indirect, consequential, incidental, or other similar damages, costs, or losses arising out of this agreement, even if Little Nomads has been advised of the possibility of such damages, costs, or

losses. Little Nomads has no liability arising out of or in connection with Licensee's use of or inability to use the Image (whether in contract, tort or otherwise).

5.3 Each provision of clause 5.2 is to be construed as a separate limitation (applying and surviving even if for any reason one or other of such provisions is held to be inapplicable, unreasonable or unenforceable in any circumstances) and shall remain in force notwithstanding the termination of this Agreement.

6. Payment of License Fee

No Reproduction of any Image is authorized until payment of the Invoice in full has been received by Little Nomads. Any Reproduction by or on behalf of Licensee prior to payment being received by Little Nomads constitutes a breach of this Agreement, which entitles Little Nomads immediately to terminate this Agreement and further constitutes an infringement of copyright and other Intellectual Property rights.

7. Indemnification

Licensee agrees to indemnify and hold harmless Little Nomads, its Contributors and their respective parents, subsidiaries, successors, assigns, and all employees and agents thereof against any and all claims, damages, losses, expenses or costs, including but not limited to any reasonable attorney's fees, arising out of any unauthorized use or allegedly unauthorized use of any Image supplied by Little Nomads, on behalf of a Contributor, or any other breach by Licensee of any obligations under this Agreement. The terms of this clause 7 shall survive the expiration or earlier termination of this Agreement.

8. Release Information

8.1 Little Nomads gives no representations or warranties whatsoever as to the existence of any Releases associated with the Image(s).

8.2 Little Nomads gives no representations or warranties whatsoever with respect to the use of names, trademarks, logos, uniforms, registered or copyrighted designs or artistic works depicted in any Image.

8.3 Licensee must satisfy that all Releases as may be required for Reproduction of the Image(s) have been secured. Licensee is solely responsible for obtaining all such Releases and the License is conditional in each case on them being obtained. If Licensee is unsure as to whether any Releases are needed for Image usage, then it is their responsibility to consult with relevant parties. Licensee shall not rely upon any representation or warranty given by Little Nomads employees or representatives save as set out in this Agreement.

8.4 Failure or refusal by Licensee to secure the relevant Releases for Reproduction of the Image(s) is considered a breach of this Agreement and a breach of Intellectual Property rights, for which Licensee shall be solely liable and for which they shall indemnify and hold harmless Little Nomads, its Contributors, and their respective parents, subsidiaries, successors, assigns, and all employees and agents. This indemnification is in addition to, not in lieu of, the indemnification set forth in Section 7 herein and shall survive the expiration or earlier termination of this Agreement.

9. Unauthorized Use and Termination

9.1 Use of an Image in a manner not specifically authorized under the terms set out in the Invoice or otherwise in the Agreement constitutes a breach of the Agreement and an infringement of copyright, entitling Little Nomads to exercise all rights and remedies available to it under copyright laws around the world.

9.2 Little Nomads reserves the right to terminate this Agreement in the event Licensee: (i) enters the Agreement after having received notice of unauthorized use from Little Nomads relating to the Image(s); (ii) fails to pay the License Fee in full within the time specified and subject to clause 11.1 below; or (iii) otherwise breaches the terms of this Agreement. Upon termination, Licensee must immediately (I) stop using the Image(s); and (II) destroy or, upon the request of Little Nomads, return to Little Nomads the Image(s) and, in the case of termination by Little Nomads for cause, the Licensee Work in the possession or control of Licensee.

10. License Cancellation

Provided the Image(s) have not been used, Licensee may cancel the License within 30 days from the date of the Invoice by sending Little Nomads an email with notification of and reason for the cancellation to the following address: me@littlenomadphotography.com

* Licensee may cancel the License within five (5) days from the date of the Invoice without charge.

* If Licensee cancels after five (5) but less than thirty (30) days after the Invoice date, a cancellation fee of fifty (50%) percent of the Invoice will be charged.

* After thirty (30) days, no cancellations will be accepted and the full amount of the Invoice must be paid by Licensee.

Canceling the License revokes any right to publish, reproduce or use the Image(s) in any manner whatsoever, and the unused Image must be deleted by all Users.

11. Interest On Overdue Invoices and Reasonable Recovery Costs

In most cases, payment is due immediately in order to acquire the Image(s). If a situation arises where payment is not received in full at the time of the Image(s) download, the following applies:

11.1 Unless otherwise agreed by us in writing, all Invoices are payable within 10 business days. If full payment of an Invoice is not made on time, we reserve the right to charge interest on the outstanding amount at the rate of one and a half percent (1.5%) per week from the date payment was due until payment is received by Little Nomads.

11.2 Condition of Images

Licensee should make sure to examine the Image(s) for possible defects (whether digital or otherwise) before sending the Image(s) for Reproduction. Subject to clause 5.1, Little Nomads shall not be liable for any loss or damage suffered by Licensee or any third party arising from any alleged or actual defect in any Image or its caption or in any way from its Reproduction.

12. Downtime

Due to the nature of server provision, downtime and lost transmissions may occur as part of routine maintenance. Licensee is advised to maintain a copy of account status and details of Image(s) purchased.

13. Miscellaneous terms

13.1 Audit/Certificate of Compliance. Upon reasonable notice, Licensee shall provide sample copies of Reproductions containing Image(s) to Little Nomads.

In addition, upon reasonable notice, Little Nomads may inspect any records, accounts and books relating to the Reproduction of any of the Image(s) to ensure that the Image(s) are being used in accordance with this Agreement, and Licensee shall reimburse Little Nomads for the costs of conducting such an audit.

13.2 The License will terminate immediately if Licensee (a) enters into voluntary or compulsory liquidation, (b) has a receiver appointed or (c) fails to perform any of the obligations under the Agreement within 28 days of our giving notice to comply. In the event of termination, all rights granted will immediately revert to us and any further exploitation of any Image shall constitute an infringement of copyright.

13.3 No variation of any of these Terms shall be effective unless in writing and signed by Little Nomads and Licensee. No action of Little Nomads, other than an express written waiver, may be construed as a waiver of any clause of this Agreement. In the event that Little Nomads waives any specific part of this Agreement, such fact does not mean that any other part is waived. In the event of any inconsistency between the Terms and the terms contained in any purchase order or other communication sent by Licensee, the terms of this Agreement shall prevail.

13.4 Should any clause of this Agreement be found unenforceable, that will not affect any other clause and each will remain in full force and effect.

13.5 In the event Little Nomads retains an attorney or collection agency to collect any outstanding payment due, Licensee agrees to pay all collection costs, attorneys' fees and court costs relating thereto, in addition to any outstanding amounts due and any applicable interest.

13.6 The validity of this Agreement and the interpretation and performance of all of its terms shall be governed by the laws of the State of California. Licensee hereby irrevocably agrees to submit to the personal jurisdiction and venue of any state or federal court located in the City of Los Angeles, State of California, and expressly waives any claim or defense that such forum is not convenient or proper for purposes of any action arising under this Agreement.

13.7 Licensee recognizes that the Image(s) possess a special, unique and extraordinary character, which makes difficult the assessment of monetary damages which Little Nomads or its Contributors might sustain by an unauthorized use. Licensee agrees that irreparable injury would be caused to Little Nomads or its Contributors by such unauthorized use, and that injunctive relief would be appropriate in the event of breach of this Agreement.

13.8 If after notice, Licensee fails to take any action which they are obliged to take hereunder, Little Nomads and its Contributors shall have the right and option, but not the duty, to bring an action for specific performance to compel such action, and obtain all reasonable costs, expenses, attorney's fees and disbursements with respect thereto if such specific performance is awarded by a court of competent jurisdiction.

13.9 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

13.10 This Agreement supersedes all prior understandings both oral and written between the Parties and constitutes the entire agreement between the Parties.

Effective Date/ Date Last Modified

This License Agreement is effective as of April 1, 2009

This License Agreement was last modified April 1, 2009