

WAVE ROYALTY FREE

END USER LICENSE AGREEMENT (EULA)

The following is a legal agreement between the licensee of Wave Royalty Free Content and Wave Royalty Free, Inc. (Wave). Please read this Agreement carefully before purchasing and using any Wave royalty-free image, footage clip or Virtual collection of images or footage (VCD). By using an image or footage clip or otherwise exercising the rights granted under this agreement, you agree to be bound by this Agreement. For the purpose of this Agreement "Wave Content" shall mean any photographic image, digital animation, film, video or other visual or auditory representation delivered by Wave or our resellers (usually where downloaded from our or their website) in any format.

1. Wave Content is copyrighted. All rights are owned by Wave and its suppliers. All rights not specifically granted to you by this Agreement are reserved by Wave. Your right to use an Wave Content is subject to the restrictions set forth in this Agreement, and is conditioned upon your compliance with the terms of the End-User License Agreement.

2. By this Agreement, Wave grants to you a non-exclusive, non-transferable right to use, publicly display and reproduce purchased Wave Content in the following, and only the following, ways:

a) In Electronic Uses: as a part of the graphic content of any electronic or digital materials, including screensavers, electronic greeting cards, wireless or PDA web sites, web advertisements, banner ads, broadcast video, multimedia including film and video, kiosks, PowerPoint presentations and CD-ROMS, provided that each item of Wave Content is incorporated into a design in such a fashion that it is clearly not intended to be downloaded or copied by the end-user, target audience or recipient of such image/footage/graphic.

b) In Print Uses: any printed, tangible materials including greeting cards, T-shirts, postcards, posters, phone cards, credit cards, templates, CD covers, cassette covers, board games, calendars, magazines, newspapers, resale products; advertising, editorials, catalogues, brochures, reports, disposable packaging, book covers, and educational text books.

3. "Non-transferable" as used in Paragraph 2 means that the work you produce using Wave Content must be for your own use, or for the use of your direct employer, client, or customer, who must be the end-user of your work. You and your employers, clients, and customers may not sell, rent, loan, lease, give, sublicense, trade, exchange, make available for exchange or download, or otherwise transfer to anyone either the Wave Content, or grant any other person the right to use the Content except insofar as an image has been incorporated by you into one of the permitted uses enumerated in Paragraph 2 of this Agreement. You may not provide or permit any of your clients, employers, or customers to use the Wave Content by way of a service bureau, application service provider or time-share. You agree to take all commercially reasonable steps to prevent third parties from duplicating or distributing the Wave Content

4. You may not place Wave Content on computer or other storage device that is accessible by more than one user at a time via a network connection, wireless interface, or otherwise where the purpose is the exchange of Wave Content or any other copyrighted material. As well, you agree not to reverse engineer or decompile any Wave Content. You also agree not to apply for any intellectual property rights (including copyright or patent rights) in respect of Wave Content. You will not attack or attempt to invalidate any of Wave's intellectual property rights in the Content. You agree not to use the Wave Content in any unsolicited mass e-mail messages, in any Usenet, Forum, listserv or the like where it is prohibited under the rules of the Usenet, forum or listserv, or use the image in association with any virus, Trojan horse or the like.

5. Use of Wave Content in any pornographic, racist, sexist, obscene, discriminatory, hate or other unlawful material, program or application is prohibited.

6. You agree to indemnify and hold Wave harmless against any damages or liability or any kind arising from any use of the image other than the uses specifically permitted by this Agreement.

7. Neither Wave, nor any of its directors, officers, employees, partners, licensors, or agents shall be liable for any indirect, consequential, punitive, or incidental damages arising out of the use of, or the inability to use Wave Content, even if Wave has been advised of the possibility of such damages or any economic loss, interruption or loss of service or loss of data in any system or application in which the image is used. In no event shall Wave's liability (whether in tort, contract, or otherwise) arising out of or relating to your use of Wave Content or inability to use Wave Content exceed the fees paid by you for the license of the Content

8. WAVE CONTENT IS PROVIDED "AS IS" AND WAVE HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, AND MERCHANTABILITY. SHOULD THE WAVE CONTENT NOT FUNCTION ACCORDING TO YOUR WISHES, WAVE'S ONLY RESPONSIBILITY AND LIABILITY UNDER THIS WARRANTY, AND YOUR SOLE AND EXCLUSIVE REMEDY WILL BE FOR WAVE TO, AT WAVE'S SOLE DISCRETION, PROVIDE YOU WITH ANOTHER COPY OF THE WAVE CONTENT.

9. This Agreement shall be governed by the laws of Canada.

10. In the event that one portion of this Agreement is unenforceable, the remainder of the Agreement will remain in full force.

11. If you require an amendment to this Agreement, please contact us. No amendment will be binding unless signed by both parties.

12. This constitutes the entire Agreement between us. It supercedes any previous or collateral discussions or correspondence we may have had.

13. Wave may terminate this license if you are in breach of any of these provisions. Your obligations under paragraphs 3, 4, 5 and 6 shall survive termination of this agreement. After termination your license under section 2 ceases and you will stop all use or public display of the Wave Content and any use or public display by your employers, clients or customers.

14. Single images and CDs are non-refundable.

If you are unsure of your rights under this agreement, or if you wish to use a Image in a manner not permitted under this agreement, please contact customer service by e-mailing us at info@WaveRoyaltyFree.com. We can arrange for a license upgrade if necessary.