

Licensing terms

RIGHTS-MANAGED IMAGES

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ROYALTY FREE PRODUCTS

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RIGHTS-MANAGED IMAGES

Comping License Agreement for Rights-Managed Images

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND Stock Xchange ("StXCH", "we" or "our".) PLEASE READ THIS AGREEMENT CAREFULLY. BY DOWNLOADING AND/OR USING ANY IMAGE YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT DOWNLOAD OR USE ANY IMAGES CONTAINED IN THIS SITE.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER AND/OR PRINCIPAL, THIS LICENSE AND ALL THE RESTRICTIONS AND LIMITATIONS RECITED HEREIN APPLY TO YOUR EMPLOYER AND/OR PRINCIPAL AS WELL AS TO YOU AS A REPRESENTATIVE AND/OR AGENT OF YOUR EMPLOYER AND/OR PRINCIPAL. YOU HEREBY FURTHER WARRANT AND REPRESENT TO StXCH THAT YOU HAVE FULL AND EXPRESS AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER AND/OR PRINCIPAL AND THAT YOU WILL NOT USE ANY IMAGE OBTAINED FROM StXCH FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY WITHOUT ENTERING INTO A SEPARATE LICENSE WITH StXCH.

ALL THE IMAGES INCLUDED IN THIS SITE ARE COPYRIGHTED AND ALL RIGHTS TO THESE IMAGES ARE OWNED BY StXCH AND/OR ITS LICENSORS. BY THE PRESENT AGREEMENT YOU ARE ONLY GRANTED THE LIMITED RIGHT TO USE THE IMAGES FOR COMPS AND LAYOUTS IN ACCORDANCE WITH THE TERMS OF THE PRESENT AGREEMENT. ALL RIGHTS THAT ARE NOT SPECIFICALLY GRANTED TO YOU BY THIS AGREEMENT ARE RESERVED.

I. Grant of license for comping use only

1.1 By this Agreement, StXCH grants to you, for a period of thirty (30) days (hereinafter the "Term"), a non-exclusive, non sub-licensable, non assignable and non-transferable right to use the images you have selected (hereinafter "the Images") solely for internal evaluation and/or to create preliminary layouts and comps. You may make only one copy of the Images into your personal computer for the limited purposes of examination and preliminary layouts and comps. You hereby agree upon expiration of the Term to immediately stop using the Images and destroy any digital copy of the Images.

II. Unauthorized uses

2.1 By the present agreement, you **ARE NOT** granted the right to:

2.1.1 use the Images in any final materials including but not limited to, advertising, marketing, editorial materials or any other commercial application of the Images.

2.1.2 sublicense, sell, distribute or make available for use or distribution, by any means, the Images whether in whole or in part.

2.1.3 place and distribute the Image in any online or other electronic distribution system (except that you may transmit comps digitally or electronically to your clients for their review).

2.1.4 use the Images for any form of pornography, or in a libelous, defamatory, fraudulent, infringing or other illegal manner.

2.1.5 use the Images or allow the use of the Images in any way that violates the right to privacy or publicity.

2.1.6 use the Images outside the parameters of use stated in Section 1 above.

2.2 Without limiting StXCH rights on the Images, any unauthorized use of the Images constitutes copyright infringement entitling StXCH to exercise all rights and remedies under applicable copyright laws and treaties.

2.3 You agree to indemnify and hold StXCH and its licensors harmless from any and all claims, liabilities, damages, costs and expenses including lawyer's fees, arising from any unauthorized use of an Image.

III. Severability

3.1 Should any provision of this Agreement be found invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected and shall remain in full force and effect.

IV. Law and venue

4.1 This Agreement, and all matters collateral thereto, shall be governed by and construed in accordance with the laws of Singapore, excluding the application of its conflicts of law rules, and any dispute arising hereunder shall be litigated solely in a court of competent jurisdiction in Singapore. Notwithstanding the foregoing, this provision shall not prevent age StXCH, from addressing any competent court, tribunal or venue to which it might be entitled, in order to seek for interim measures or any other legal remedies.

This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed.

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License Agreement for Rights-Managed Images

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND STOCK XCHANGE ("StXCH", "we" or "our"). PLEASE READ THIS AGREEMENT CAREFULLY. BY DOWNLOADING AND/OR USING ANY RIGHTS MANAGED (RM) IMAGE YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT DOWNLOAD OR USE ANY IMAGE CONTAINED IN THIS SITE.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER AND/OR PRINCIPAL, THIS LICENSE AND ALL THE RESTRICTIONS AND LIMITATIONS RECITED HEREIN APPLY TO YOUR EMPLOYER AND/OR PRINCIPAL AS WELL AS TO YOU AS A REPRESENTATIVE AND/OR AGENT OF YOUR EMPLOYER AND/OR PRINCIPAL. YOU HEREBY FURTHER WARRANT AND REPRESENT TO StXCH THAT YOU HAVE FULL AND EXPRESS AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER AND/OR PRINCIPAL AND THAT YOU WILL NOT USE ANY RIGHTS MANAGED IMAGE OBTAINED FROM StXCH FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY WITHOUT ENTERING INTO A SEPARATE LICENSE WITH StXCH.

ALL IMAGES ARE COPYRIGHTED AND ALL RIGHTS TO THESE IMAGES ARE OWNED BY StXCH AND ITS LICENSORS. StXCH RETAINS ALL RIGHTS NOT SPECIFICALLY GRANTED TO YOU BY THIS AGREEMENT. YOUR RIGHT TO USE ANY RIGHTS MANAGED IMAGE IS SUBJECT TO YOUR FULL PAYMENT OF THE LICENSE AND THE RESTRICTIONS SET FORTH IN THIS AGREEMENT.

I. Definitions

1.1 In this Agreement the following terms should have the following meanings:

RM Image (Rights Managed Image): means any visual representation generated optically, electronically, digitally or by any other means and which is licensed by StXCH according to the terms of the present License agreement.

Invoice: means the computer generated or pre-printed invoice which includes without limitations the permitted scope of use of the RM Images selected and the corresponding price for the license of such RM Images.

Reproduction: means any form of copying or publication of the whole or part of any RM Image by any means whatsoever. Reproduction shall also include any distortion or manipulation of the whole or part of any RM image.

II. Rights Granted

2.1 Conditioned upon your full payment of the license and your compliance with the terms of the Invoice and this Agreement (including all restrictions), StXCH grants You a non-exclusive (unless otherwise stated in the Invoice), non-sublicensable, non-transferable right to reproduce the RM Images listed in the Invoice in accordance with the reproduction rights granted and specified in the Invoice.

2.2 The rights hereby granted to you are non-transferable which means that any work that you produce using an RM Image must be for your own use, or for the use of your direct employer or client, who must be the end-user of your work (as long as all relevant data pertaining to any such end-user is clearly stated in the Invoice for having been provided to StXCH prior to licensing). In any such event, You hereby agree to be jointly and severally liable for any breach of the terms hereof by your employer and/or client.

2.3 Unless otherwise specified on the Invoice, the license granted on the RM Images are strictly limited to the use, medium, period of time, print run, placement, size of image, territory and any other restrictions specified on the Invoice, which is incorporated into this agreement by this reference, and as incorporated together with this agreement constitutes the full license granted.

2.4 Unless otherwise stated in the Invoice, all licenses on the RM Images are granted for a one time use, in a single publication, single size, single territory, in one single language, and for a term of one (1) year from the date the applicable Invoice is issued.

2.5 All rights not specifically granted to You are reserved. The license fee on the RM Images depends on the nature of the rights granted, therefore You undertake to obtain an additional license before undertaking any expanded use of any RM Image.

2.6 The following credit line is required for any editorial use of any RM Image " © [Photographer's name]/ [Supplier's name]/[Stock Xchange]" For commercial uses, you shall include the credit described above when customary and appropriate.

III. Restrictions on use

3.1 The RM Images may not be used for any pornographic, unlawful purpose or use or to defame any person or violate any person's right of privacy or publicity or to infringe upon any copyright, trade name, trademark or service mark of any person or entity. Advance written permission from StXCH is required for use of any RM Images for sensitive subjects, including without limitation, topics that may depict the subject matter of an RM Image in a negative or unfavourable light or subject persons to ridicule, and topics regarding all sexual issues, substance abuse, physical or mental abuse, alcohol, drugs, tobacco, AIDS, cancer, or serious physical or mental ailments, or the disparagement of a person or product.

3.2 StXCH reserves the right not to license any RM Image for any reason whatsoever.

3.3 You may only use a single copy of the RM Image on a single computer. You may only download the RM Images onto one (1) computer hard drive or other computer medium and may not otherwise make, use or distribute copies of the RM Images for any purpose except as otherwise provided in the Invoice. Notwithstanding the foregoing, You shall be allowed to make one (1) backup copy for security purposes only.

3.4 Upon termination or expiration of the license, You shall cease any use of the RM Images and promptly erase or destroy any reproducible copies of the same.

IV. Unauthorized uses and indemnification

4.1 Any use of any RM Image beyond the scope of the license set forth on the Invoice or in a manner not expressly authorized by/or in breach of the present Agreement constitutes infringement of copyright, entitling StXCH to exercise all rights and remedies available under all applicable laws.

4.2 You shall be responsible for any damages resulting from any such copyright infringement, including without limitation any claims by a third party and you hereby agree to indemnify and hold harmless StXCH and its subsidiaries, successors, affiliates, parent, officers, directors, employees, contractors, content providers, licensors, distributors or agents, against all claims (including without limitation, claims by third parties), liability, damages, judgments, settlements, costs and expenses, including reasonable legal fees and expenses, arising out of or related to any unauthorized use of any RM Image or any breach of any terms and conditions or restrictions of the present Agreement, (including any terms, conditions and restrictions included on the Invoice).

V. Releases

5.1 The rights that StXCH grants do not include a license to, and StXCH makes no warranties or representations that it licenses any rights related to any persons, places, properties (real, personal or any other kind) or subject matter depicted in the RM Images. The RM Images may be subject to copyrights, trademarks, rights of publicity, moral rights, property rights or other rights belonging to a third party. You are solely responsible for determining whether the use of the RM Images requires the consent of any other party or the license of any additional rights. You shall not rely solely on the information provided by StXCH. You are solely responsible for obtaining all required releases and clearances which may be required. If You are unsure whether additional rights are required, it is Your sole responsibility to obtain appropriate legal counsel.

5.2 When StXCH states in writing that a model or property release exists for any particular RM Image, StXCH is only stating the existence of any such release without providing any representation or warranties on such release including without limitation any representation or warranties with regards to its validity, enforceability or fitness for any particular purpose.

5.3 In the event that StXCH erroneously advises You that an RM Image is released when it is not, StXCH's sole liability shall be the amount paid for the license of that particular RM Image.

VI. Payment

6.1 You are responsible for ensuring that all the information appearing in the Invoice is true, accurate and complete.

6.2 A late payment charge of one and one-half percent (1.5%) per month or such lesser amount as is allowed by law, on any unpaid balance until payment is received.

VII. Credit or cancellation

7.1 If any licensed Image is not reproduced by you in any way, You can, within thirty (30) days of the date of the Invoice, request in writing, the cancellation of the License. StXCH may then proceed to cancel the Invoice and issue a full credit to your account or credit card. Nothing in this section shall apply to service, administration and shipping fees which shall be payable according to the terms stated on the Invoice and shall be non-refundable.

7.2 After 30 days, no cancellations will be accepted and the full amount invoiced shall be paid.

VIII. Warranty and limitation of liability

8.1 StXCH warrants that: it has all necessary rights and authority to enter into and perform this Agreement. EXCEPT AS PROVIDED IN THIS SECTION. StXCH MAKES NO WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THE RM IMAGES. AS STATED IN SECTION V ABOVE, StXCH GRANTS NO RIGHTS AND MAKES NO WARRANTIES WITH REGARDS TO THE USE OF NAMES, TRADEMARKS, TRADE DRESS, DESIGNS OR WORKS OF ART OR ARCHITECTURE DEPICTED IN ANY IMAGE, AND YOU MUST SATISFY YOURSELF THAT ALL THE NECESSARY RIGHTS AND CONSENTS REGARDING ANY OF THE ABOVE, AS MAY BE REQUIRED FOR THE INTENDED USE HAVE BEEN OBTAINED. WHILE StXCH MAKES EFFORTS TO USE ACCURATE CAPTION INFORMATION, StXCH DOES NOT WARRANT THAT SUCH INFORMATION IS ACCURATE. StXCH MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED REGARDING ANY RM IMAGES INCLUDING, WITHOUT LIMITATION, THAT THE RM IMAGES ARE ERROR FREE, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.2 EXCEPT FOR ANY LIABILITY WHICH CANNOT BY LAW BE EXCLUDED OR LIMITED, NEITHER StXCH NOR ANY OF StXCH'S SUBSIDIARY, SUCCESSOR, PARENT, AFFILIATE, PARTNER, OFFICER, DIRECTOR, EMPLOYEE, CONTRACTOR, CONTENT PROVIDER, LICENSOR, DISTRIBUTOR OR AGENT SHALL BE LIABLE FOR ANY GENERAL, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR LOST PROFITS OR ANY OTHER DAMAGES, COSTS OR LOSSES ARISING OUT OF THE USE OR INABILITY TO USE THE RM IMAGES OR OTHERWISE, EVEN IF StXCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. StXCH'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE IMAGES SHALL, TO THE EXTENT PERMITTED BY LAW, BE LIMITED TO THE LICENSE PAID FOR THE PARTICULAR RM IMAGE.

8.3 THE REPRESENTATIONS AND WARRANTIES MADE BY StXCH IN THIS AGREEMENT APPLY ONLY TO THE RM IMAGES AS DELIVERED BY StXCH AND WILL BE INVALID IF THE RM IMAGES ARE USED IN ANY MANNER NOT SPECIFICALLY AUTHORIZED IN THIS AGREEMENT.

IX. Severability

9.1 Should any provision of this Agreement be found invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected and shall remain in full force and effect. Such provisions shall be revised only to the extent necessary to make them enforceable.

X. Entire Agreement

10.1 This Agreement contains all the terms of the license agreement for the RM Images and no terms or conditions may be added or deleted unless made in writing and signed by an authorized representative of both parties. In the event of any inconsistency between the terms contained herein and the terms contained on any purchase order or other communication sent by You, the terms of this Agreement shall govern.

XI. Law and Venue

11.1 This Agreement, and all matters collateral thereto, shall be governed by and construed in accordance with the laws of Singapore, excluding the application of its conflicts of law rules, and any dispute arising hereunder shall be litigated solely in a court of competent jurisdiction in Singapore. Notwithstanding the foregoing, this provision shall not prevent StXCH, from addressing any competent court, tribunal or venue to which it might be entitled, in order to seek for interim measures or any other legal remedies.

11.2 This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed.

If you are unsure of your rights under this License Agreement or would like to acquire additional rights, please contact us at +65 6222 5255 or send us an email contact@stxch.com.

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II. Unauthorized uses

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2.1.1 use the Images in any final materials including but not limited to, advertising, marketing, editorial materials or any other commercial application of the Images.

2.1.2 sublicense, sell, distribute or make available for use or distribution, by any means, the Images whether in whole or in part.

2.1.3 place and distribute the Image in any online or other electronic distribution system (except that you may transmit comps digitally or electronically to your clients for their review).

2.1.4 use the Images for any form of pornography, or in a libelous, defamatory, fraudulent, infringing or other illegal manner.

2.1.5 use the Images or allow the use of the Images in any way that violates the right to privacy or publicity.

2.1.6 use the Images outside the parameters of use stated in Section I above.

2.2 Without limiting StXCH's rights on the Images, any unauthorized use of the Images constitutes copyright infringement entitling StXCH to exercise all rights and remedies under copyright laws and treaties and other applicable laws.

2.3 You agree to indemnify and hold StXCH and its licensors harmless from any and all claims, liabilities, damages, costs and expenses including lawyer's fees, arising from any unauthorized use of an Image.

III Severability

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I. Rights granted

1.1 Conditioned upon your full payment of the license and your compliance with the terms of the invoice and this Agreement (including all restrictions), StXCH grants you a personal, non-exclusive and non-transferable right to use and reproduce, for your own commercial or non-commercial use, on a worldwide and perpetual basis, the Royalty Free images (regardless of the form in or media on which the Royalty Free Images are delivered to you, including, but not limited to electronic or online transmission, CDs or DVDs) (hereinafter "the Image(s)"), in the following ways:

a) Print usage: refers to any type of printed, tangible materials including advertising, promotional materials, publications or products (including products offered for sale except as prohibited in Section II below).

b) Non-print usage: refers to any digital or electronic materials including websites (but not website templates), multimedia presentations and CDs provided that no Image is at a resolution greater than 480 by 640 pixels (72 dpi) and each Image is incorporated into a design in such a fashion that it is clearly not intended to be separately downloaded, copied or distributed by any third party.

NOTE: IMAGES ARE NOT SOLD; THEIR USE IS LICENSED TO YOU.

II. Restriction on use

2.1 The rights hereby granted to you are non-transferable which means that any work that you produce using an Image must be for your own use, or for the use of your direct employer or client, who must be the end-user of your work. You may not sublicense, sell, assign, convey, dispose of, loan, give or otherwise transfer to anyone any CD, DVD or alike (hereinafter the "Disc Product") or any of the Images or the right to use the Disc Product or the Images except insofar as an Image has been included by you into one of the authorized uses referred to in Section I above and nothing you produce shall grant or purport to grant to any third party a right to use or reproduce the Images. You hereby agree to take all commercially reasonable steps to prevent third parties from duplicating or distributing the Images.

2.2 If you are entering into this License Agreement for the benefit of, and/or as an agent on behalf of your direct employer (Employer) or client (Final Client), then you represent and warrant that i) such Employer and/or Final Client has authorized you to enter into this License Agreement and that the licenses granted hereunder are on that Employer's and/or Final Client's behalf, that such Employer and/or Final Client has agreed to be bound hereby and that you have actual and express authority to act on behalf of and bind such Employer and/or Final Client to the terms of the present License Agreement; ii) the Images and the End-Use of the same are solely for the benefit of Employer and/or the Final Client and that you will not use the Images or End Use for the benefit of any other person or entity without entering into a separate license with StXCH; and iii) you will comply with all the terms hereof and shall be jointly and severally liable for any breach of the terms hereof by the Employer and/or the Final Client.

2.3 Even though you may sell or license derivative works incorporating the Images, you may not use any Image for sale or license where the primary value resides in the Image itself (For example, you may not sell posters or prints of any Image) nor include any Image in an electronic template intended to be reproduced by third parties on electronic or printed products.

2.4 You may not sell, license or distribute any derivative work containing any Image in a way that would allow a third party to download, extract or access the Image as a stand-alone file.

2.5 If Images are licensed by a company, they may be shared by creating an Image library, Image storage jukebox, network configuration or similar arrangement as long as no more than ten (10) specific employees (hereinafter the "Users") within the same company and no more than one User at a time get access to the Images, unless a separate seat license is purchased for each additional User, before such additional use begins. This is not a simultaneous user agreement.

2.6 Except as specifically provided in the previous paragraph, the Images may not be shared or copied and you may not create a network of servers, either with or without a central location to enable others to share the Images.

2.7 The Images may not be used as part of a logo, trade name, service mark or trademark or used to infringe on anyone's logo, trade name, service mark or trademark.

2.8 The Images may not be posted online nor placed in any other electronic distribution system in a downloadable format, FTP or similar nor enabled to be distributed via mobile telephone devices.

2.9 The Images may not be used for any pornographic, unlawful purpose or use or to defame any person or violate any person's right of privacy or publicity or to infringe upon any copyright, trade name, trademark or service mark of any person or entity. Advance written permission from StXCH is required for use of Images for sensitive subjects, including without limitation, topics that may depict the subject matter of an Image in a negative or unfavorable light or subject persons to ridicule, and topics regarding all sexual issues, substance abuse, physical or mental abuse, alcohol, drugs, tobacco, AIDS, cancer or serious physical or mental ailments, or the disparagement of a person or product.

2.10 Upon notice of discontinuance of a license for any particular Image, you agree not to use such Image in the future. To the fullest extent permitted by law, your sole remedy for any recalled Image shall be, at StXCH's sole discretion, the replacement of such recalled Image with another Image or the refund of any license fee paid attributable to such recalled Image.

2.11 If the Images are used in an editorial manner, you must include the following credit adjacent to the Images:
"[Photographer's name]/[Name of the collection]/[StXCH]"

III. Unauthorized uses and Indemnity

3.1 Any use of any Image and/or Disk Product in a manner not expressly authorized by this Agreement or in breach of a term of this Agreement constitutes copyright infringement, entitling StXCH to exercise all rights and remedies available to it under copyright laws around the world. You shall be responsible for any damages resulting from any such copyright infringement, including without limitation any claims by a third party and you hereby agree to indemnify and hold harmless StXCH and its subsidiaries, successors, affiliates, parent, officers, directors, employees, contractors, content providers, licensors, distributors or agents, against all claims (including without limitation, claims by third parties), liability, damages, judgments, settlements, costs and expenses, including reasonable legal fees and expenses, arising out of or related to any use of the Disk Products or Images other than the uses specifically permitted by this Agreement.

IV. Limited Warranty and Limitation of Liability

4.1 StXCH warrants that: it has all necessary rights and authority to enter into and perform this Agreement; ii) any Disk Product will be free from defects in material and workmanship for ninety (90) days from delivery. The Client's sole and exclusive remedy for a breach of this warranty is the replacement of the Disk Product or refund of the purchase price, at StXCH 's sole option.

EXCEPT AS PROVIDED IN THIS SECTION, StXCH MAKES NO WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THE IMAGES. StXCH GRANTS NO RIGHTS AND MAKES NO WARRANTIES WITH REGARDS TO THE USE OF NAMES, TRADEMARKS, TRADE DRESS, DESIGNS OR WORKS OF ART OR ARCHITECTURE DEPICTED IN ANY IMAGE, AND YOU MUST SATISFY YOURSELF THAT ALL THE NECESSARY RIGHTS AND CONSENTS REGARDING ANY OF THE ABOVE, AS MAY BE REQUIRED FOR THE INTENDED USE HAVE BEEN OBTAINED. WHILE StXCH MAKES EFFORTS TO USE ACCURATE CAPTION INFORMATION, StXCH DOES NOT WARRANT THAT SUCH INFORMATION IS ACCURATE. StXCH MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED REGARDING ANY IMAGES INCLUDING, WITHOUT LIMITATION, THAT THE IMAGES ARE ERROR FREE, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.2 EXCEPT FOR ANY LIABILITY WHICH CANNOT BY LAW BE EXCLUDED OR LIMITED, NEITHER StXCH NOR ANY OF StXCH'S SUBSIDIARY, SUCCESSOR, PARENT, AFFILIATE, PARTNER, OFFICER, DIRECTOR, EMPLOYEE, CONTRACTOR, CONTENT PROVIDER, LICENSOR, DISTRIBUTOR OR AGENT SHALL BE LIABLE FOR ANY GENERAL, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR LOST PROFITS OR ANY OTHER DAMAGES, COSTS OR LOSSES ARISING OUT OF THE USE OR INABILITY TO USE THE IMAGES OR OTHERWISE, EVEN IF StXCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. StXCH'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE IMAGES SHALL, TO THE EXTENT PERMITTED BY LAW, BE LIMITED TO THE LICENSE PAID FOR THE PARTICULAR IMAGE.

4.3 THE REPRESENTATIONS AND WARRANTIES MADE BY StXCH IN THIS AGREEMENT APPLY ONLY TO THE IMAGES AND DISK PRODUCTS AS DELIVERED BY StXCH AND WILL BE INVALID IF THE IMAGES ARE USED IN ANY MANNER NOT SPECIFICALLY AUTHORIZED IN THIS AGREEMENT.

V. Waiver

5.1 No action of StXCH , other than an express written waiver, may be construed as a waiver of any provision of this Agreement. A delay on the part of StXCH in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single or partial exercise by StXCH of any such rights or remedies will not preclude other or further exercise of that right or remedy. A waiver of a right or remedy by StXCH on any one occasion will not be construed as a bar to or waiver of rights or remedies on any other occasion.

VI. Severability

6.1 Should any provision of this Agreement be found invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected and shall remain in full force and effect. Such provisions shall be revised only to the extent necessary to make them enforceable.

VII. Entire Agreement

7.1 This Agreement contains all the terms of the license agreement for the Royalty Free products and no terms or conditions may be added or deleted unless made in writing and signed by an authorized representative of both parties. In the event of any inconsistency between the terms contained herein and the terms contained on any purchase order or other communication sent by you, the terms of this Agreement shall govern.

VIII. Law and Venue

8.1 This Agreement, and all matters collateral thereto, shall be governed by and construed in accordance with the laws of Singapore, excluding the application of its conflicts of law rules, and any dispute arising hereunder shall be litigated solely in a court of competent jurisdiction in Singapore. Notwithstanding the foregoing, this provision shall not prevent StXCH, from addressing any competent court, tribunal or venue to which it might be entitled, in order to seek for interim measures or any other legal remedies.

8.2 This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed.

The terms of this Agreement shall supersede and replace any other terms of use which may be included in any prepackaged Disk Product delivered to you by StXCH.

If you are unsure of your rights under this License Agreement or would like to acquire additional rights (or additional seat licenses), please contact us at +65 6222 5255 or send us an email at contact@stxch.com.