



Extremadura-Images fotostock End-User License Agreement for Images.

0. Introduction

Extremadura-Images is the name of the stock bureau of Discover-Extremadura. All rights for photographic works belong to the photographers that are related to Discover-Extremadura, and all payments for photographic work are due to Discover-Extremadura. Extremadura-Images also presents non-photographic work (for example paintings and drawings). All rights for publication of a photographic image of these works belong also to Discover-Extremadura. The physical purchase of these works, their use and the way of payment can be obtained in direct negotiations with the artists.

This is a legal agreement between you and Discover-Extremadura, (aplicaciones de la imagen, s.l.). please read this agreement carefully. By ordering, 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 image contained in this site.

All images are copyrighted and all rights to these images are owned by photographers and artists who, via Extremadura-Images, are related to Discover-Extremadura. Discover-Extremadura retains all rights not specifically granted to you by this agreement. Your right to use any image is subject to your full payment of the license to Discover-Extremadura (or in the case of the purchase of a non-photographic work, to the artist) and the restrictions set forth in this agreement.

I. Definitions

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

Photographic Image: means any visual representation generated optically, electronically, digitally or by any other means of a photo, painting or other object, and which is licensed via Discover-Extremadura according to the terms of the present License agreement.

Pricelist: means the readable and printable file which includes without limitations the permitted scope of use of the Photographic Images selected and the corresponding price for the license of such Photographic Images.

Reproduction: means any form of copying or publication of the whole or part of any Photographic Image by any means whatsoever. Reproduction shall also include any distortion or manipulation of the whole or part of any Photographic Image. Only small and well known manipulations are allowed (contrast, brightness, sharpness, restricted cutting).

II. Rights Granted

2.1 Conditioned upon your full payment of the license and your compliance with the terms of

the Pricelist and this Agreement (including all restrictions), Discover-Extremadura grants You a non-exclusive (unless otherwise stated in the Pricelist), non-sublicensable, non-transferable right to reproduce the Photographic Images in accordance with the reproduction rights granted and specified in the Pricelist.

2.2 Unless otherwise specified on the Pricelist, the license granted on the Photographic 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 Pricelist, which is incorporated into this agreement by this reference, and as incorporated together with this agreement constitutes the full license granted.

2.3 Unless otherwise stated in the Pricelist, all licenses on the Photographic 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 of the payment.

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

2.5 The following credit line is required for any editorial use of any Photographic Image "©[Artist's name]/[Extremadura-Images]" For commercial uses, you shall include the credit described above when customary and appropriate.

III. Restrictions on use

3.1 Discover-Extremadura reserves the right not to license any Photographic Image for any reason whatsoever.

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

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

IV. Payment

4.1 Discover-Extremadura is responsible for ensuring that all the information appearing in the Pricelist is true, accurate and complete.

4.1 You are responsible for ensuring correct payment according to the Pricelist.

4.2 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.

V. Warranty, limitation of liability, complaints

5.1 Discover-Extremadura 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.

5.2 While Discover-Extremadura makes efforts to use accurate caption information, Discover-Extremadura does not warrant that such information is accurate.

5.3 In the case of any complaints write within 30 days after your payment to Discover-Extremadura, Finca Cerro de las Viñas, 10129 Berzocana – Cáceres, Spain.

We will contact You within 10 days in order to find a solution.

VI. Law and Venue

This Agreement, and all matters collateral thereto, shall be governed by and construed in accordance with the laws of Spain.

April 1th, 2013