

# **Extended Usage Image Agreement**

## **SHEILA FINKELSTEIN/PHOTOS AND THOUGHTS STOCK PHOTOS USAGE AGREEMENT**

Dear PURCHASER OF one of the PHOTOS AND THOUGHTS STOCK PHOTOS packages:

The following is a legal agreement (the "Agreement") between you or the employer or other entity on whose behalf you are entering into this Agreement ("you") and SHEILA FINKELSTEIN/PHOTOS AND THOUGHTS STOCK PHOTOS.

Please read this Agreement carefully before using any and SHEILA FINKELSTEIN/PHOTOS AND THOUGHTS STOCK PHOTOS images ("Image" or "Images").

By using any Image, you agree to be bound by this Agreement. Your failure to comply with the terms hereof could result in the immediate termination of your account.

SHEILA FINKELSTEIN/PHOTOS AND THOUGHTS STOCK PHOTOS reserves the right to change this Agreement at any time, and you agree to be bound by such changes. If and when changes are made notification will be provided to you. Please make sure that you read and understand all changes. If you do not agree to this Agreement, same as may be amended from time to time, do not download or use any Images.

### **OVERVIEW**

Images purchased with Extended License from SHEILA FINKELSTEIN/PHOTOS AND THOUGHTS STOCK PHOTOS are subject to the following restrictions:

[YES] Can be used for website design work, mini site templates, ecovers, headers, banners etc. - and your work using the images can be resold as templates as long as the image is NOT the bulk of the design. In other words, if your design would also allow your buyers to use the image in totality, that's a violation.

[YES] Can use images for art projects, craft projects, within ebooks, on documents, calendars, mugs, mousepads and other physical products. Your physical products can be sold with no other associated fees on the images.

[NO] Can add the images to any paid or free membership site or distribute these images in any way.

[NO] Can resell the images as a package online, you must significantly work with the images as in creating physical products or website templates before reselling the images.

[NO] Can break package up and create new smaller packages

[NO] Can be edited completely and Your Name put on it

[NO] Can be given away

[NO] Can be packaged with other products to be sold as a bundle

[NO] Can be offered as a bonus with an existing paid product

[NO] Can be offered through auction sites

[NO] Can sell Resell Rights

[NO] Can sell Master Resale Rights

[NO] Can sell Private Label Rights

[NO] Can Claim Original Copyright

## **PART I**

### **GENERAL TERMS**

1. This Agreement grants you a single-user license. A single user may be defined as a single entity. If your corporate or business entity has multiple website or publishing properties, you may use these images in any of those properties.
2. You may not sell, loan or give any of these images to any user or entity outside of your organization or the properties owned by the purchaser of this license.

## **PART II**

### **USAGE RIGHTS**

3. By this Agreement, SHEILA FINKELSTEIN grants you a personal, non-exclusive, non-transferable (except as herein provided) right, throughout the world, in perpetuity, to use and reproduce Images, subject to the limitations set forth herein and in Part II hereof.

You may however transfer Images to a third party for the sole purpose of causing such third party to produce and/or manufacture your goods incorporating.

## **PERMITTED USES**

4. This Agreement grants you the right to:

- a. Incorporate Images on tangible products for resale, including shirts, hats, mugs, calendars, stationery items, cards and other small items;
- b. Print, paint, copy or render licensed image on canvas, paper or other mediums for distribution;
- c. Incorporate images larger than 1200 x 800 pixels within an offline, distributed software program;
- d. Incorporate images into online software and electronic templates such as electronic greeting cards, content management software, web page builders, at a resolution no greater than 1200 x 800 pixels.
- e. Incorporate Images into advertising materials, posters and tradeshow signage, where the surface area of such is larger than 7.5 square feet, for use in promoting the sale of other products or services (as opposed to promoting the sale of the prints, posters, etc. containing the Images), provided that the Image is an integrated, supportive part of your project or product and not the definitive part of such prints and/or posters and/or other reproductions.
- f. Use Images for a purpose not described by any of the above but pertaining to the manufacture, resale and distribution of a product so long as such product does not violate any other clause hereunder, in particular those clauses under Part II.

5. All other rights in the Images are expressly reserved by SHEILA FINKELSTEIN/PHOTOS AND THOUGHTS STOCK PHOTOS for itself ~~and its contributors~~.

## **PART III**

### **RESTRICTIONS**

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## **YOU MAY NOT:**

6. Use an Image other than as specified in PART I.
7. Use an Image in such a manner that it infringes upon any third party's trademark or other intellectual property.
8. Use an Image in a way that places any person depicted in the Image in a bad light or in a way that they may find offensive - this includes, but is not limited to the use of Images:
  - a) in pornography, "adult videos" or the like; b) in ads for tobacco products or other addictive substances; c) in ads or promotional materials for adult entertainment clubs or similar venues, or for escort, dating or similar services; d) in connection with political endorsements; e) in advertisements and/or promotional materials for pharmaceutical, healthcare, herbal or medical products( including, but not limited to dietary supplements, digestive aids, herbal supplements, personal hygiene or birth control products), if the use implies that the depicted person suffers from a physical or mental infirmity, ailment or condition or engages in any immoral or illegal activity; and f) in any manner that is defamatory, or contains unlawful or offensive content.
9. Share an Image by providing access to such Image on shared disk drives, computer networks, servers, cloud network or other intranets of any nature or otherwise.
10. Use Images in a manner that competes with SHEILA FINKELSTEIN's businesses – PHOTOS AND THOUGHTS STOCK PHOTOS or other businesses listed on SHEILAFINKELSTEIN.COM. This includes, by way of illustration only, and not by way of limitation, displaying Images in any format (including thumbnails) for download on a website, offering Images for sale, or otherwise distributing or making Images available for distribution to third parties. This includes the use of any images in any membership site for distribution to other than the license holder.
11. Use any Image (in whole or in part) as a trademark, service mark, logo, or other indication of origin, or as part thereof, or to otherwise endorse or imply the endorsement of any goods and/or services.
12. Use or display an Image in such a manner that gives the impression that the Image was created by you or a person other than the copyright holder of that Image.
13. Use automated programs, applets, bots or the like to access the **PHOTOS AND THOUGHTS STOCK PHOTOS** website or any content thereon for any purpose,

including, by way of example only, using Images, indexing or caching the content on the website.

Effective August 15, 2015 – <http://PhotosandThoughts.com> -  
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