



**EXCLUSIVE  
RIGHTS MANAGED  
COMMERCIAL  
Terms of Usage**

For alternate usage rights  
please email or call

## **Exclusive Rights-managed Commercial use (Print & Web) License Agreement**

*Rights to be the sole user of the purchased image/s for a period of one year, without restriction of distribution area or number of copies, for purposes NOT intended for sale (exempting editorial and educational publications containing less than 30% advertising content).*

### **SUMMARY OF AGREEMENT**

Only the original purchaser (individual or company) of the image/s may use such in printed or electronic projects NOT intended for sale. Rights to use the image/s are NOT transferable under any circumstance. The image/s shall be used within the size limitations of the purchase agreement. The image/s shall not be used, in part or full, in any manner that by Canadian Law is considered pornographic, obscene, immoral, infringing, defamatory or libelous in nature. By purchasing image usage rights from Lucid Times [Chris J. Vaughan Griffiths] you accept the terms of the License Agreement and are bound by its provisions.

### **TERMS OF USE**

- a)** Lucid Times grants you exclusive, non-transferrable worldwide license to use the image/s for uses outlined below, for a period not exceeding one year from the date of purchase. All other rights in and to the image/s, including, without limitation, ownership, all copyright and other intellectual property rights relating to the image/s, are retained by Lucid Times.
- b)** During the one-year term, Lucid Times will prohibit further sale of the image, and afford you the opportunity to extend the License Agreement before the image is again offered for sale elsewhere.
- c)** By accepting these terms on behalf of your employer or client, you represent and warrant that you have full legal authority to bind your employer or client to these terms.
- d)** Violation of the terms of the License Agreement will immediately terminate the contract and your rights to use image/s obtained through it. All copies must be immediately destroyed and all appearances of the image/s must be removed from circulation. Failure to comply will result in legal prosecution.
- e)** Images are sold 'as-is' and may include a Model and/or Property Release. In the case a Release exists, you are bound to the terms of such, in addition to this License Agreement. Should terms differ, the terms of the Release precede this License Agreement.
- f)** Images sold without Releases make no claims for rightful use without permission. Images may be suitable for use without a release and you are expected to make appropriate judgement in regards to copyright law, and efforts to seek permission, or, failing such, to creatively obscure or remove any identifiable individuals or property. Lucid Times accepts no liability for misuse of images by the purchaser.
- g)** Images may be subject to additional copyrights, property rights, trademarks etc. and may require the consent of a third party or the license of these rights. Lucid Times does not represent or make warranties that it owns or licenses any of these rights, nor does it grant them. It is your responsibility to acquire all required rights, consents and licenses.

### **PERMITTED USES**

- a)** You may use the image/s for commercial purposes, without limit of distribution area or number of copies.
- b)** You may transfer files to your clients, printers or ISP for the purpose of proofing and reproduction, provided all such copies are destroyed at first opportunity and at termination of the License Agreement.
- c)** The image/s may be used in entertainment, advertising and promotional projects, electronic and printed, including but not limited to, presentations, packaging, film and video, commercials, catalogues and promotional cards and postcards, NOT intended for sale.
- d)** The image/s may be used in editorial and educational projects including but not limited to, web pages, books, book covers, magazines, newspapers, newsletters, editorials and video, broadcast and theatrical presentations (containing less than 30% advertising content), intended for sale or otherwise.
- e)** The images may be used in prints, posters and all other hardcopy reproductions NOT intended for sale.

### **PROHIBITED USES**

The following are expressly prohibited unless arranged otherwise. You may NOT use the image:

- a)** as part of a trade-mark, design-mark, trade-name, business name, service mark or logo of any kind.
- b)** incorporate the image in any product that results in re-distribution or re-use of the image (such as electronic card websites, web template sites or any manner that affords the extraction of the image as an electronic file.
- c)** in any manner that by law is considered pornographic, obscene, immoral, infringing, defamatory or libelous in nature, or that would be reasonably likely to bring any person or property reflected in the image unfairly into disrepute.
- d)** in any advertisement, promotion, editorial or any other project whatsoever that is misleading, deceptive or dishonest.
- e)** in any form of 'hate literature', print or electronic, designed to cause undue and unfair hardship to any one individual or group, or any person/s or thing that may suffer unduly from such exposure.
- f)** in any manner that removes any copyright, trade-mark or other proprietary right from the image.
- g)** to sub-license, re-sell, rent, lend, assign, gift or otherwise transfer or distribute the image (exempting pre-production proofing as noted).
- h)** in an electronic format that enables it to be downloaded or distributed via mobile devices or shared in any web-based community, any peer-to-peer or similar file-sharing arrangement, or to become accessible via any network server for use other than expressed by the terms of permitted uses.
- l)** for editorial or educational purposes without including the following credit adjacent to the image/s: © lucidtimes.com.

### **INDEMNIFICATION**

You agree to indemnify, defend and hold the photographer [Lucid Times, Chris J. Vaughan Griffiths] and affiliates, partners, agents and models, harmless from and against any and all claims, liability, losses, costs and expenses (including lawyers fees on a solicitor and client basis) incurred in connection with: **a)** any use or alleged use of the Lucid Times website or image file contained therein, under your name by any person, whether or not authorized by you; **b)** or resulting from any communication made or image downloaded in your name; or **c)** any breach of this License Agreement by you or persons acting on your behalf, authorized or otherwise.

The photographer and/or affiliates, partners, agents and models reserve the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with the defense of such claim.

### **REFUND POLICY**

All sales and downloads are final. Under no circumstance shall Lucid Times refund monies for downloads made by mistake, or for images that may eventually prove unsuitable.

### **ACKNOWLEDGMENT**

By purchasing the image/s you acknowledge that you have read this License Agreement, understand it, and have had opportunity to seek advice, if required, prior to agreeing to it. In consideration of Lucid Times agreeing to provide the image/s, you agree to be bound by the terms and conditions of this License Agreement and, in addition, any Model or Property Release assigned to an image/s.