

EASTMEDIA-ONLINE.biz – Terms and Conditions of Use

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THIS IS A FAIRLY LENGTHY DOCUMENT, AND IT CONTAINS MANY IMPORTANT PROVISIONS THAT AFFECT YOUR RIGHTS AND OBLIGATIONS. BY CHECKING THE CORRECT BOX AT THE END OF THESE TERMS AND CONDITIONS OF USE (THIS “AGREEMENT”) , YOU HEREBY AGREE TO BE BOUND BY THIS AGREEMENT. WE ENCOURAGE YOU TO PRINT A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

This agreement governs your use of Eastmedia-online.biz, including, without limitation, the uploading and downloading of photographs, illustrations, images or other pictorial or graphic works (“works”) onto or from the Eastmedia-online.biz website, access to web logs and all services offered by Eastmedia-online.biz on or through the Eastmedia-online.biz website (the Eastmedia-online.biz website, together with all of the foregoing uses and services, to be hereinafter referred to as the “website”).

1. Description of the website and customer

The website provides, among other things, an online marketplace for uploading and downloading works.

The public section offers to all visitors, among other things, general information about the website, the ability to view works on the website, a search engine to search for works on the website.

The private section is only accessible by customers. The private section offers to customers (in addition to all services available in the public section) the ability to upload and download works onto and from the website in accordance with an applicable content upload agreement or content download agreement, the ability to post material or other content and the ability to access their accounts on the website (“customer accounts”).

During registration, each customer shall be given the opportunity to accept a default country designation (and also language and currency designations pre-determined by Eastmedia-online.biz to correspond to such country) based on the IP address from which such customer is accessing the website. Eastmedia-online.biz, in its sole discretion, may provide each customer with the opportunity to specify a country other than the default country (but the language and currency linked to such other country shall be pre-determined by Eastmedia-online.biz to correspond to such other country). Once such information is entered during registration, such information cannot be revised later. The customer shall also be required to specify whether he or

she is registering as an individual or on behalf of a company or entity (and, if so, the name of the company or entity).

A customer shall upload a work through his or her customer account, and such work shall be subject to an applicable content upload agreement based on criteria specified by the customer as to exclusivity, permitted uses of the work and the like. The customer shall also enter keywords and a description of the work so that the work can be categorized and be searched by the website's search engine. Applicable royalty rates for non-exclusive sublicenses granted to customers who download the work shall be in accordance with the website's. Royalty rates for exclusive sublicenses granted to customers who download the work shall be specified by the customer. Eastmedia-online.biz may also, in its sole discretion, place certain types of limits on the uploading of works.

A customer shall download a work through his or her customer account, and such work shall be subject to an applicable content download agreement based on criteria specified by such customer, and also on criteria specified by the customer who uploaded the work. A customer shall be able to download a work for a particular use(s) only if he or she pays with the applicable number of credits (as defined below) on the website, and only if he or she agrees to the applicable content download agreement for such work and such use(s).

2. General Agreements

Your use of the website constitutes your acknowledgement and acceptance of the terms and conditions of this agreement, and you shall be bound by such terms and conditions. If you do not agree to be bound by the terms and conditions of this agreement, do not use or access any portions of the website or use any services offered on the website.

Eastmedia-online.biz shall have the right, in its sole discretion, to amend the terms and conditions of this agreement, in whole or in part, at any time, and any such changes shall be effective immediately upon customer notification and publication of such changes on the website. Your continued use of the website after the effectiveness of such changes and notice constitutes your acknowledgement and acceptance of the terms and conditions of this agreement, as so amended. If you do not agree to be bound by the terms and conditions of this agreement as so amended, do not use or access the website.

If at any time the terms and conditions of this agreement are no longer acceptable to you, whether or not as a result of an amendment by Eastmedia-online.biz, do not use the website.

Services on the website are available only to, and may only be used by individuals who can enter into legally binding contracts under applicable law. Without limitation to the foregoing, services on the website are not available to minors (e.g., persons under the age of eighteen) except under the supervision of an adult parent or guardian, and such parent or guardian shall be responsible for all uses of the website. Your customer account on the website may not be sold or otherwise transferred to another person or entity. If your use of the website is on behalf of an entity, you represent and warrant that you have the authority to bind such entity to this agreement.

3. Use of Works

You may only upload or download works to or from the website in accordance with the terms and conditions of this agreement and of an applicable content upload agreement or content download agreement. You may not use, reproduce, distribute, display or create derivative works based on any works that appear on the website unless you enter into a content download agreement, and you may do so only to the extent expressly permitted under the terms and conditions of an applicable content download agreement.

You acknowledge and agree that no ownership of any works can be transferred, and that no sale of any works can be effectuated, on or through the website. Only the rights expressly sublicensed in an applicable content download agreement are granted on or through the website. You acknowledge and agree that Eastmedia-online.biz or its licensors retain all ownership rights in and to the works, and that such works are covered and protected by copyright, trademark and other intellectual property rights of Eastmedia-online.biz or its licensors.

4. Restrictions

You agree that you shall not use the website in any manner that is not permitted by this agreement or that violates any law, regulation or statute in an applicable jurisdiction.

You shall not upload or post onto the website, or use the website to transfer, any work or other material or content that is covered or protected by copyright, trademark or other intellectual property rights unless you own or control such rights or have received all necessary consents. Eastmedia-online.biz does not permit copyright infringing activities and infringement of intellectual property rights on its website, and Eastmedia-online.biz will remove all works if properly notified that such work infringes on another's intellectual property rights. Eastmedia-online.biz reserves the right to remove works without prior notice. Eastmedia-online.biz will terminate a user's access to its website if the user is determined to be a repeat infringer. A repeat infringer is a user who has been notified of infringing activity more than twice and/or has had a user submission removed from the website more than twice.

You shall not upload or post onto the website, or use the website to transfer, any work or other material or content that is libelous or slanderous or otherwise defamatory, obscene or indecent.

You shall not upload or post onto the website, or use the website to transfer, any Work or other material or content that contains or constitutes viruses, worms, trojan horses or other code with malicious, disruptive and/or destructive features. You shall not attempt to gain unauthorized access to any hardware or software systems or networks associated with the website, or obtain any services or information not intentionally made available to you by Eastmedia-online.biz on or through the website. You shall not attempt to gain unauthorized access to the customer account of any other person or entity, or otherwise interfere with any other person's or entity's use, of the website. You shall not use any false or misleading information (e.g., false or misleading names, email addresses or URLs) when using the website, including, without limitation, with respect to the origin or source of any work or other material or content that you upload or any identifying information for your customer account.

Eastmedia-online.biz reserves the right to decide whether any work is appropriate and complies with this agreement for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material. Eastmedia-online.biz may remove any such work and/or terminate a user's access for uploading such material in violation of this agreement at any time, without prior notice and at its sole discretion.

5. Notification of Claims of Infringement

If you are a copyright owner or an agent thereof and believe that any user work or other content infringes upon your copyrights.

(a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

(b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

(c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit Eastmedia-online.biz to locate the material;

(d) Information reasonably sufficient to permit Eastmedia-online.biz to contact you, such as an address, telephone number, and, if available, an electronic mail address;

(e) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(f) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Eastmedia-online.biz's designated copyright Agent to receive notifications of claimed infringement is: Copyright agent, SMS-Frankfurt agency for digital media, Burgfriedenstrasse 17, D-60489 Frankfurt am Main, Germany. You acknowledge that if you fail to comply with all of the requirements of this Section 5, your DMCA notice may not be valid.

6. Management and Operation of the Website

You acknowledge and agree that Eastmedia-online.biz has no obligation to review any works or other material or content uploaded or posted onto the website, and shall have no responsibility for any such works or other material or content. Eastmedia-online.biz shall have the right, in its sole discretion, to accept or deny, delete, move or edit any works or other material or content uploaded or posted onto the website. If you upload or post any works or other material or content onto the website, or any works or other material or content is uploaded or posted onto the website using your customer name or otherwise through your customer account, you remain solely responsible for such works or other material or content.

You acknowledge and agree that Eastmedia-online.biz shall have no responsibility for any material or content on other websites to which you may hyperlink or otherwise access from the website, including any web log, comments to any web log, or any forum on the website. You acknowledge and agree that Eastmedia-online.biz shall have no responsibility for any material or content on websites from which you may be hyperlinked or otherwise be directed to the website.

Eastmedia-online.biz reserves the right, in its sole discretion, to change or discontinue any or all of the services on the website at any time. You acknowledge and agree that Eastmedia-online.biz has no obligation to make, or continue to make, the website or any particular portion or related service available to you (whether or not such unavailability is voluntary on the part of Eastmedia-online.biz). Eastmedia-online.biz reserves the right, in its sole discretion, to suspend or terminate your customer account at any time, including, without limitation, your customer name and customer password.

You acknowledge and agree that Eastmedia-online.biz may store personal and certain other information about you on your computer in the form of "cookies". Such use of cookies is solely in connection with the operation of the website. You acknowledge and agree that if you prohibit or restrict the placement of cookies on your computer, such prohibition or restriction may have an adverse effect on your use of the website. You acknowledge and agree that Eastmedia-online.biz may also store personal information about you on its computers within or outside the Euro Zone. By using this website you acknowledge and agree that Eastmedia-online.biz may, in its sole discretion, preserve or disclose your personal information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: comply with legal process; enforce this agreement; respond to claims that any work violates the rights of third-parties; or to protect the rights, property, or personal safety of Eastmedia-online.biz, its users or the general public.

7. Credits and Payments

Transactions on the website, including downloads of works and the remuneration to an uploading customer in the event his or her work is downloaded, shall be conducted using website credits in accordance with Eastmedia-online.biz pricing and payment policies and subject to any amounts that may be owed to Eastmedia-online.biz with respect to such transactions. In the event you are downloading a work, the appropriate number of credits shall be deducted from your customer account. In the event a customer downloads a work that you have uploaded, the appropriate number of credits will be deposited into your customer account after Eastmedia-online.biz has received from the downloading customer non-opposable proof of payment.

8. Customer Account

You acknowledge and agree that you are to keep confidential the customer name and customer account provided by Eastmedia-online.biz to you, and the customer password selected by you and approved by Eastmedia-online.biz for use with such customer name and customer account. Your customer name, customer account and customer password are personal to you and may not be shared with, or transferred to, any other person or entity.

You acknowledge and agree that you will be solely responsible for each and every use of your customer account, customer name and corresponding password, and that Eastmedia-online.biz may rely on the use of your customer account, customer name or customer password as conclusive evidence that you have used the website.

9. Representations and Warranties

In addition to the representations and warranties you have made above, each of Eastmedia-online.biz and you hereby represent and warrant that it, or he or she, has the right to enter into this agreement.

10. Indemnification

You agree to indemnify, defend and hold harmless Eastmedia-online.biz and its affiliates, and their respective officers, directors, employees, owners, agents, representatives, licensors and (sub)licensees (collectively) from and against all claims, expenses (including attorney fees) or other liability arising from your breach of any of your representations, warranties or obligations under this agreement, and from any and all uses by you of the website (including any uses under your customer account or customer name, whether or not authorized by you), including, without limitation, any claims or actions based on infringement or violation of intellectual property rights, libel or slander or other defamation, right of privacy or "false light", right of publicity or blurring or distortion or alteration of any work or other material or content whether or not intentional. Eastmedia-online.biz shall have the right, in its sole discretion, to control the defense of any claim, action or matter subject to indemnification by you with counsel of its own choosing. You shall fully cooperate with Eastmedia-online.biz in the defense of any such claim, action or matter.

11. Limitations and Disclaimer

You agree that neither Eastmedia-online.biz nor its affiliates, nor any of their respective officers, directors, employees, owners, agents, representatives, licensors and (sub)licensees (other than yourself, as applicable), shall be liable for any damages, whether direct, incidental, indirect or consequential, arising from any use by you of the website, even if such parties have been advised, or advised of the possibility, of such damages.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FOR CLARIFICATION PURPOSES, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EASTMEDIA-ONLINE.BIZ MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE WWW.EASTMEDIA-ONLINE.BIZ WEBSITE OR THE SERVICES ON THE WWW.EASTMEDIA-ONLINE.BIZ WEBSITE, OR ANY WORKS OR OTHER MATERIALS OR CONTENT AVAILABLE ON THE WWW.EASTMEDIA-ONLINE.BIZ WEBSITE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES, NON-INFRINGEMENT OF COPYRIGHT, TRADEMARKS OR OTHER INTELLECTUAL PROPERTY RIGHTS, OR FREEDOM OF ANY SERVICES, OR ANY WORKS OR OTHER MATERIALS OR CONTENT, FROM VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE WITH MALICIOUS, DISRUPTIVE AND/OR DESTRUCTIVE FEATURES.

Eastmedia-online.biz shall have no responsibility for any works or other material or content uploaded or posted onto the website, including, without limitation any material or content uploaded or posted by any customer onto the website in any forum or as any comment to a web log.

12. Term and Termination

This agreement shall continue in perpetuity unless terminated in accordance with this Section 12. Eastmedia-online.biz at any time may terminate this agreement in its sole discretion, including, without limitation, for breach by you of any of your representations, warranties or obligations under this agreement, or for inactivity by you with respect to use of the website. You may at any time terminate this agreement by logging into your customer account on the website and then sending a termination request to Eastmedia-online.biz. In the event termination is by Eastmedia-online.biz, Eastmedia-online.biz shall notify you of such termination. Eastmedia-online.biz reserves the right, in its sole discretion, to terminate your customer account at any time, including, without limitation, deactivating your customer name and customer password.

13. Effect of Termination

Upon any termination of this agreement:

- (a) your customer account shall be cancelled and closed and your customer name and customer password shall be deactivated;
- (b) all works uploaded by you shall be removed from the website; provided, however, that Eastmedia-online.biz may continue to use the work for internal archival and reference purposes;
- (c) any and all credits shall be redeemable by you for cash, minus any transactional expense in accordance with Eastmedia-online.biz's standard pricing and payment policies and
- (d) you shall forfeit all right, title and interest in and to any and all offered credits.

Termination of this agreement shall not relieve you from any payment obligations that may have arisen prior to such termination, or any other obligations pursuant to any other agreement that has not been specifically terminated, such as a content upload agreement or content download agreement. The provisions of sections 8, 10, 11, 13 and 15 shall survive the termination of this agreement.

14. Suspension

Eastmedia-online.biz reserves the right, in its sole discretion, to suspend your customer account at any time and for any length of time. In the event, and for so long as, Eastmedia-online.biz suspends your customer account, you shall have no ability to upload any works on the website, but you may continue to access your customer account using your customer name and customer password and download works and view and comment on the Eastmedia-online.biz blog and the customer blogs of other customers, and post material or other content on your personal customer blog. For clarification purposes, Eastmedia-online.biz shall not remove any works you have uploaded prior to suspension of your customer account and such works shall continue to be available for download.

15. Miscellaneous

This agreement shall be governed by and construed in accordance with the US laws, without regard to any conflict of laws principles. Any legal action, suit or proceeding arising out of or relating to this agreement shall be instituted in a court of competent subject matter jurisdiction in the federal or state courts of the State of New York, and you and Eastmedia-online.biz each submit to the personal jurisdiction of such court and waive any right each might otherwise have to claim lack of personal jurisdiction or inconvenience of forum.

The relationship between Eastmedia-online.biz and you under this agreement is that of independent contractors. For clarification purposes, the parties are not joint venturers, partners, principal and agent, or employer and employee. Neither party shall have the power to bind or obligate the other in any manner. You agree that you shall be responsible for all use, sales, value-added and similar taxes and duties imposed by any governing authority in any jurisdiction in connection with your use of the website.

No waiver on the part of Eastmedia-online.biz to exercise any power, right, privilege or remedy under this agreement, and no delay on the part of Eastmedia-online.biz to exercise any such power, right, privilege or remedy, shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Eastmedia-online.biz shall have the right, in its sole discretion, to assign any or all of its rights or obligations under this agreement. You shall have no right to assign any of your rights or obligations under this agreement.

This agreement shall be inure to the benefit of, and be binding upon, Eastmedia-online.biz and you, and its and your respective successors and assigns. Nothing in this agreement, express or implied, is intended to confer upon any person or entity, other than Eastmedia-online.biz and you, and its and your respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this agreement.

Whenever the context so requires, the singular number shall include the plural and vice versa, and the masculine, feminine and neutral genders shall include each other. If any term or provision of this agreement is invalid, illegal or unenforceable, all other terms and conditions of this agreement shall nevertheless remain in full force and effect. The underlined headings contained in this agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this agreement.