

Use Contract Terms and Conditions:

Photo Productions For Rental and Use on the Internet Agreement

Agreement by and between Xxxcreator (hereinafter referred to as Cool-Content) and the ("Client").

Set ID: A new updated contract will be mailed to you each time you purchase a new image set from cool-content, containing the specific set id information.

The photographs you will receive contain SEXUALLY ORIENTED MATERIAL. You must be 18 years of age or older.

Misrepresenting your age may be a violation of local, state, and federal law.

I agree to the following:

I am an adult over 18 years old, and I AGREE that I will not allow any minor, as that term is defined in my jurisdiction with respect to viewing sexually oriented materials, to access any materials or information from Cool-Content;

Cool-Content hereby grants the Client a nontransferable, nonexclusive, nonsublicensable right to utilize photographs (herein after referred to as the "Images") for INTERNET reproduction worldwide; Pictures may be used on not more than three (3) domains. Digital advertising or promotional material related ONLY to and distributed on the Client's World Wide Web site or in banners ads Web Sites or News Groups on which the Client is advertising is also granted hereunder; No magazine sales or other usage including, but not limited to, CD-ROM/DVD or Photo CDs or webmaster membership sites or commercial resale

or Client's trading with other web sites are permitted; This license is valid only with respect to these images and only if the Client has paid the applicable license fee;

No rights are granted until ALL payment due to Cool-Content for this or other licenses have been made in full; Electronic rights granted herein are limited to only Low Resolution World Wide Web images;

One copy of the Image(s) and Software may be made for backup purposes only, but may be used only if the original Image or Software becomes defective, destroyed or otherwise irretrievably lost. Except as specifically provided in this agreement, the Images and Software may not be shared or copied. Pornographic, defamatory, libelous or otherwise unlawful use of the Image is prohibited.

Usage of the name of photographer and models are NOT permitted with sales of this product; If any image is posted to a News Group, Client MUST pixelate, cover or remove any area of the images that may be unacceptable to minors and Client must include in readable text their website address and "Copyrighted material do not duplicate." on the image but Client must reference Cool-Content as source of the image;

{Company/Organization?} agrees to pay Cool-Content a fixed rate to license images selected by Cool-Content for Internet usage. These are to be delivered in digital form; Client shall pay all compensation due and owing to Cool-Content upon signing this Agreement;

It is agreed that this is a non-exclusive agreement and Cool-Content is in no way restricted from selling any images whatsoever to any other person or group of persons, for use of any kind, including, but not limited to, the Internet or the World Wide Web;

It is also agreed that Cool-Content holds and maintains proper model releases, including permission to use and sell images as well as age verification of all models, and maintains all records of releases/identifications that are required by the federal government and pursuant to 18 U.S.C. 2257 at the offices at Dannebrogsgade 3,1-5 8000 Aarhus C Denmark.

ENTIRE AGREEMENT This Agreement embodies the entire agreement between the parties in connection with this transaction and there are no oral or parole agreements representations, or inducement existing between the parties relating to this transaction which are not expressly set forth herein and covered hereby; This Agreement may not be modified except by a written agreement signed by all of the parties;

WAIVER No waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision; If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion;

NOTICE Any notice that the parties are required or may desire to deliver, shall be delivered by facsimile transmission or e-mail, with a confirming copy send by United States mail; Such notice shall be deemed delivered on the first (1st) business day following the transmission, provided that the sender can reasonably demonstrate its receipt;

TERMINATION Either party may terminate this Agreement, without liability, effective immediately, upon written notice to the other party upon any of the following events:
(i) the other party is in violation of Federal, State, International or Local statutes, regulations or tariffs;

(ii) the bankruptcy of either party; The license contained in this agreement will terminate automatically without notice from Cool-Content if the Client fails to comply with ANY provision of this agreement; Upon termination Client must immediately stop using the Images, delete the images and all copies from all magnetic media and destroy all other copies of the Images, or upon request of Cool-Content return all such copies to Cool-content; Cool-Content reserves the right to discontinue the use of any Image for any reason and to elect to replace the Image with an alternate Image. Upon notice of any discontinuance of a license for a particular Image, client agrees not to use the Image in the future.

REPRESENTATIONS AND WARRANTIES:

Except as expressly set forth herein, no representation or warranty of any kind or nature has been made by Cool-Content to Client with respect to any agreements, benefits, profits, merchantability or fitness for a particular purpose or income, of any nature or kind, which may or may not be derived by the parties from the transactions contemplated herein;

{Company/Organization?} warrants to Cool-Content that it is, and throughout the terms of this Agreement shall be, in compliance with all Federal, State, International and Local, legal and regulatory requirements applicable to the activities and services contemplated herein;

NEITHER COOL-CONTENT NOR ITS LICENSORS SHALL BE LIABLE TO CLIENT FOR ANY GENERAL, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR OTHER DAMAGES ARISING OUT OF THE LICENSE OF THE IMAGES;

TRANSFERABILITY -- The Image and Software are licensed only to the original Client. This agreement and the license to use the Image and Software may not be transferred to another person or legal entity, unless Cool-content is notified prior to this transaction.

MISCELLANEOUS:

All rights to the Image(s) are owned by Cool-Content and its licensors and are protected by Danish copyright laws, international treaty provisions and other applicable laws; The copyrights and ownership rights of Cool-Content and its licensors' Images will remain the exclusive property of Cool-Content and its licensors and Client shall have no right, power or authority to acquire, sell, transfer or assign said rights in any way; Cool-Content and its licensors retain all rights not expressly granted by this agreement;

Client will indemnify and defend Cool-Content from all liability for any loss, damage, or injury arising from Client entering into any agreement which goes beyond the rights granted to Client in this Agreement;

The Client's use of the image must be in compliance with all applicable law, including, but not limited to, laws and regulations relating to the law of moral rights; Use duplication or disclosure of the Image(s) by the United States is subject to Restricted Rights, as that term is defined in the Department of Defense Supplement to the Federal Acquisition Regulations (FAR), and to paragraph 52.227-19(c)(2) of the FAR;

Any dispute arising hereunder shall be resolved pursuant to an alternate dispute resolution program mutually agreed upon by the parties. In the event that no such agreement is possible, resolution of the dispute shall be governed by the Rules of Commercial Arbitration of Denmark before a single neutral arbitrator Copenhagen. In the event it is necessary for any party of this Agreement to undertake legal action to enforce any of the terms, conditions or rights contained herein, or to defend any such action, or to prevent any breach, then the prevailing party in any such action shall be entitled to recover from the other party all

reasonable attorney fees, costs and expenses relating to such legal action;

This Agreement shall be governed by and construed in accordance with the laws of Denmark;

This Agreement may be modified only by a writing signed by both parties hereto;

In the event that any provision of this Agreement shall become unenforceable or declared invalid the remaining provisions shall remain in full force and effect;

This Agreement shall be binding upon and shall insure to the benefit of the parties their heirs, executors, administrators, legal representatives and assigns;

This Agreement does not constitute a partnership, joint venture, or a relationship between the parties. Each party is an independent entity and not under the control or supervision of the other;

The parties below are authorized agents of Cool-Content and Client respectively, and agree to all the terms of this agreement.

Cool-Content
ATT: Casper Meier
Dannebrogsgade 3,1-5
8000 Aarhus C
Denmark

_____ Client & Date
Cool-Content

Client's Address here!

_____ Client & Date
Client