

Custom Retouching Service Agreement

Important Notice

This Custom Retouching Service Agreement incorporates the terms of the Membership Agreement which can be found on our website at www.peopleimages.com.

Any term found in the Membership Agreement applies to this Custom Retouching Service Agreement too, unless a term in this agreement contradicts it.

By requesting retouching services, or by indicating Your acceptance of this Agreement in any other way, You agree to the terms of this Custom Retouching Service Agreement.

1. Background to Agreement

You have obtained Media from Us under license and want Us alter the Media to suit Your purposes. We will provide this service as described in this Agreement.

2. Definitions

The following words and phrases have these meanings in this Agreement:

"Agreement" means this Custom Retouching Service Agreement as well as the Membership Agreement and License Agreement, which are deemed to form part of the Agreement.

"CPA" means the Consumer Protection Act No. 68 of 2008.

"Intellectual Property Rights" means copyright, patents, registered designs, trademarks (whether registered or not), trade secrets, database rights, design rights, service marks and other intellectual property rights and rights to claim something as confidential information, including in other jurisdictions that grant similar rights.

"Licensed Media" means Media that You are licensed to Use in terms of this Agreement.

"Order Confirmation" means the confirmation that We send to You that confirms Your instructions to retouch Media.

"Terms" means the "Standard License", "Extended License", "Time-exclusive License" and / or "99% Buy-out License" terms as described in the License Agreement.

"Media" means photographs, images, vectors, films, videos, animations or other audio / visual media offered for distribution through the Site, and includes portions and adaptations thereof.

"Retouching Fee" means the amount payable to Us for altering Licensed Media for You.

"Site" means Internet World Wide website at URL www.peopleimages.com or another URL that We may use for these purposes.

"Us", "We" or "Our" means Yuri Arcurs Productions (Pty) Ltd, a company incorporated in terms of the company laws of the Republic of South Africa with registration number 2010/021359/07, and also includes reference to our holding company and its subsidiaries.

"Working Day" means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa.

"You" or "Your" refers to you, or your employer or any other entity that you have full legal authority to bind and may be accepting this Agreement on behalf of.

3. Agreement

You appoint Us to alter Licensed Media, and We accept the appointment.

3.1 This Agreement consists of this document, and also incorporates the terms of the Membership

3.2 Agreement, License Agreement and the Order Confirmation.

3.3 If there is any conflict between the contents of this document and the above documents, then the provisions of this document will prevail.

4. Your Responsibilities

4.1 You must communicate Your instructions and criticism to Our retoucher so that he or she can deliver a reasonable product to You.

4.2 The contact information in Your Profile must be accurate.

5. Our Responsibilities

5.1 Service. We will digitally alter the Licensed Media that You instruct Us to alter, and will do so in accordance with Your instructions. The work will be carried out to a reasonable commercial standard.

5.2 Refusal. We may refuse to alter Media that We believe cannot be altered to a level of quality that You could use. If We do this, We will refund You any amount that You have paid Us in advance for the service.

5.3 Timing. We will complete the requested alterations to the Licensed Media within 24 (twenty-four) hours (timing is suspended on non-Working Days) after We have acknowledged Your request for the alterations and have confirmed that You have paid the Retouch Fee.

5.4 Returns. If You are not satisfied with the alterations, You must inform Us within 5 Working Days of delivery, and We will make the suggested changes, if these are feasible.

6. Pricing, Payment & Delivery

6.1 Pricing. The Retouching Fee will be 1/3rd of the License Fee that You paid for the Licensed Media. If You request further alterations as per clause 5.4, the Retouching Fee will be as set out on the Site.

6.2 Payment. You must pay the Retouching Fee in advance as set out in the Membership Agreement.

6.3 Delivery. The Licensed Media will be delivered to You as set out in the Membership Agreement.

6.4 Taxes. You acknowledge that depending on Your nationality and geographical position, taxes may be added to the Retouching Fee under this Agreement.

7. Intellectual Property

7.1 Our Rights. We retain all Intellectual Property Rights to the Licensed Media whether or not We have altered it.

7.2 License Agreement. Your use of the Licensed Media is governed by the License Agreement, whether or not We have altered it.

7.3 Our Use of the Altered Licensed Media. We reserve the right to upload the altered Licensed Media to the Site for distribution via the Site, unless You have licensed the Licensed Media under Our "Time-exclusive License" and / or "99% Buy-out License" Terms.

8. No Warranty

8.1 No Warranty. The service and Licensed Media are provided "as is" without representations or warranties of any kind whether express or implied in respect of the service or Licensed media, and in particular We make no representations or warranties regarding the quality of the service or Licensed Media or the fitness of the Licensed Media for the purpose for which You acquired it.

8.2 CPA. If the CPA is applicable to this Agreement, the provisions of this Agreement or of this clause will not be interpreted so as to exclude Your rights under sections 54, 55, and 56 of the CPA, which are admitted only to the minimum possible extent. Unless the contrary is stated elsewhere in this Agreement, You will have no rights in respect of quality of service, safe & good quality goods or implied warranty of quality beyond those explicitly stated in this Agreement or the aforementioned sections.