



RBFF PHOTO LIBRARY TERMS OF USE

Use of the RBFF Photo Library is governed by the User Agreement for the RBFF websites <u>http://www.takemefishing.org and http://vamosapescar.org and by these Terms of Use.</u> Please read these Terms of Use carefully as they include important information about your obligations and your permission to use the materials in the Photo Library.

If you do not agree to accept both the User Agreement and these Terms of Use, you may not proceed to download any materials from the Photo Library or use those images in any way. Together, the User Agreement and these Terms of Use constitute an Agreement between you, and if you are accessing these materials on behalf of an organization, between you and the organization ("You" or "User") and RBFF. By accepting this Agreement, you warrant that you are 18 years of age or older and, if relevant, that you have the authority to accept this Agreement on behalf of the organization.

These Terms of Use supplement the User Agreement and set forth specific provisions that apply to use of the Photo Library. In case of conflict between the User Agreement and the Terms of Use, the User Agreement shall govern.

Definitions

"Materials" are the images, photographs, or illustrations available in the RBFF Photo Library.

Ownership of the Materials

All Materials are owned by the Recreational Boating and Fishing Foundation or have been licensed to it by third parties for this purpose. You agree not to take any action inconsistent with RBFF's or such third party's ownership of the Materials.

License to Use Materials

- 1. When you accept these Terms of Use and download Materials from the RBFF Photo Library, RBFF grants you a limited, non-transferable, non-exclusive license to access, view, download, and use those Materials as specified herein. Allowing you to download these Materials does not transfer any title from these Materials to you, or any intellectual property rights therein to you.
- 2. You may under no circumstances redistribute or sell the Materials at any time, or duplicate, download, or distribute any Materials except in accordance with these Terms of Use or as explicitly permitted in writing by RBFF.
- 3. The Materials may be used only for the purposes and in the media stated in the Registration Statement completed in order to access the Materials, or for an additional purpose or different media stated in any update of that information that you provide to RBFF.
- 4. In no event may the Materials be used for commercial purposes, such as promoting a single private business company or group of companies.





TAKEMEFISHING."org

6. Any use of the Materials from RBFF shall carry the indication "Courtesy of Take Me Fishing", "Courtesy of Vamos A Pescar", or associated logos on or clearly in connection with all images unless prior written approval is obtained from RBFF staff

Disclaimer of Warranties

All Content is provided "as is" without any warranties of any kind. You understand and agree that the use of the Materials is at your sole risk. RBFF makes no representations with respect to any content and, to the maximum extent allowed by applicable law, disclaims all representations, warranties, guarantees and conditions of any kind, express and implied, regarding the content.

Indemnification

In addition to the indemnification obligation contained in RBFF's web site User Agreement, you agree to indemnify, defend, and hold RBFF, its employees, officers, and agents harmless against any and all claims, costs, damages, demands, liabilities, proceedings, expenses or loss of any kind (including legal and other fees and disbursements) sustained, incurred or paid by RBFF arising out of your access to or use of the Materials.

Miscellaneous

These Terms of Use together with the RBFF web site User Agreement contain the entire understanding of the parties hereto relating to any use of RBFF Materials, and supersede any prior written or oral agreement or understandings between the parties with respect to these Materials, and cannot be changed or terminated orally. The invalidity or unenforceability of any provision of these Terms of Use will not affect the validity or enforceability of any other provision of these Terms of Use.

RBFF reserves the right to terminate the license to use the Materials granted under these Terms of Use without notice, if, in RBFF's sole discretion, you fail to comply with any term of these Terms of Use. Upon termination, you must destroy all materials obtained, copies and related documentation thereof.

RBFF may modify these Terms of Use by providing notice to you of the modifications. Modifications will be effective immediately upon provision of notice unless RBFF specifically states a later effective date in such notice. Continued use of any Materials after receipt of such notice will be conclusive evidence of your acceptance of any such modifications, whether such Materials were downloaded before or after the effective date of the modifications. For all purposes under these Terms of Use, notice may be provided via e-mail to the address you provide when registering to access the Materials.

You acknowledge and agree that you are fully responsible for maintaining the confidentiality of your account information, including your account number, account name, and/or password, if applicable.





You acknowledge and agree that you are responsible for damages and repercussions resulting from all uses of your account, whether actually or expressly authorized by you. If you suspect you are being impersonated, contact us immediately. RBFF reserves the right to disclose any information, including

registration data, in order to comply with any applicable laws and/or government requests for the protection of RBFF and its members.

500 Montgomery Street, Suite 300 Alexandria, VA 22314-1657 Tel: 703.519.0013 Fax: 703.519.9565





Registration Statement

First Name:		
Company:		
Title:		_
Address 2:		
City:		
Phone:	Fax:	Website:
Signature:		
Date:		

Please indicate your organization type:

- O State Agency
- O Federal Agency
- O Boat & Equipment
- O Manufacturer
- O Boating Retailer
- O Fishing Manufacturer
- Fishing Retailer
- O Other:

Please indicate intended use of these materials:

Submit to:

By email: <u>marketing@takemefishing.org</u> By fax: (703) 519-9565

- O Marina, Outfitter, etc
- O Education Organization
- O Conservation Organization
- O Club
- O Media
- O Fishing Guide / Charter
- O Pro Angler / Fishing Personality

500 Montgomery Street, Suite 300 Alexandria, VA 22314-1657 Tel: 703.519.0013 Fax: 703.519.9565