

Lone Pine Photo

Frequently Asked Questions

<http://www.lonepinephoto.ca>

Table of Contents

Abbreviations [01]	
Account [02]	
Cart [03]	
Comps [04]	
Contact info [05]	
Copies [06]	
Copyright [07]	
Copyright infringement [08]	
Credit lines [09]	
Delivery [10]	
Disputes and claims [11]	
Electronic signatures and contracts [12]	
File names [47]	
Geographical areas of Canada [13]	
GST [14]	
Help [15]	
Horizontal or Vertical Format [16]	
How do I know Lone Pine Photo has received my order? [17]	
How is your site best viewed? [18]	
How secure is your web site? [19]	
Image captions [20]	
Image size/Dimensions [21]	
Keywords [22]	
Licensing [23]	
Lightbox [24]	
	Model and property releases [25]
	News [26]
	Payment [27]
	Photo quotes [28]
	Photo requests [29]
	Prints [30]
	Province or territory [46]
	Purchase and image pricing procedure [31]
	Refund policy [32]
	Register to purchase images or to view our prices [33]
	Restrictions on use [34]
	Rights managed licensing [35]
	Searches [36]
	Sign in [37]
	Site Map [38]
	Subject directory [39]
	Termination of License [40]
	URL's [41]
	Usage fee [42]
	Usage rights [43]
	Website errors and omissions [44]
	What is a JPEG? [45]

Abbreviations [01]

Lone Pine Photo uses a number of abbreviations to assist in locating images. For a listing of these abbreviations please refer to **Abbreviations** listed under **Advanced**.

Account [02]

Sign in and select **Account** on the Navigation Bar to access the contents of your shopping cart, administer your lightboxes, view details of previous transactions and to edit your profile.

Cart [03]

After selecting your images for purchase by either searching, looking through the categories and/or adding them to your Lightbox, click on the “Cart” option in the navigation bar at the top of the page.

Images in the cart are calculated separately per use and size. To calculate the price of an image, click on Actions: Purchase options (shopping cart icon) . A pop up window will appear with several drop down menus. Choose the appropriate selections for your intended image use. The options you choose in the calculator will affect the price and will determine the terms of your licence to use the image. Press “Calculate price:” this will create an image price. Please review the options that you’ve selected carefully to prevent any errors. For example, if you are purchasing a license to use an image in a book, then all the options selected should state “Book.” If you are in agreement with the price, then click on “Save this quote to my cart” to return to your shopping cart.

You can then continue shopping by clicking the button near the top of the page, or if you are finished shopping, you can proceed directly to checkout by clicking the "Proceed to payment options" button at the bottom of the page.

Comps [04]

"Comp Usage" is defined as the creation of a temporary test use, rough layout or comprehensive rendering of a proposed work for client review, internal company review or testing. The Image may not be used in any materials distributed or accessible to the public or in any final product or use, including, without limitation, any online or other electronic distribution system (except you may transmit comps digitally or electronically for their review) and may not be sold or sublicensed alone or as part of any product.

Comps are identified by their image file names and have a copyright overlay to protect the rights of the photographer and Lone Pine Photo. Users may view the caption information in Photoshop by selecting File\File Info. No rights are granted to use the image until a license has been purchased from Lone Pine Photo.

Contact Info [05]

Lone Pine Photo

22 Robinson Crescent

Saskatoon, Saskatchewan S7L 6N9

Telephone: (306) 683-0889

Fax: (306) 384-5811

E-mail: lonepinephoto@shaw.ca

Office hours: Monday to Friday 9:00 am to Noon 1:00 pm to 5:00 pm

Copies [06]

At Lone Pine Photo's reasonable request, You shall provide to Lone Pine Photo free of charge one (1) copy of any use made of an image licensed for your use.

Copyright [07]

The copyright of the Image is always retained by the photographers and Lone Pine Photo. The licenses serve to protect the rights of all the photographers, Lone Pine Photo, the licensee and the subject matter of the Images.

Copyright infringement [08]

Lone Pine Photo will be entitled to a compensatory fee equal to the greater of \$2,000.00 Canadian or ten (10) times the usual license fee for each Unlicensed Use by You of any image in addition to any other rights or remedies available to Lone Pine Photo under law (without You thereby acquiring any rights to the image). "Unlicensed Use" means any reproduction that is not specifically granted in the license granted by Lone Pine Photo, or any reproduction for which a license has not yet been paid.

Credit Lines [09]

With all editorial rights managed photography, Lone Pine Photo should be credited with any reproduction of their work. The credit line would read: Name of the photographer © Lone Pine Photo. The preferable location for this credit line is immediately adjacent to the image or in the acknowledgments or credits section. For all commercial and advertising uses, We would request that the licensee would use reasonable effort to provide the same credit line.

Delivery [10]

On occasion, technical problems may delay or prevent delivery of Product and Services. While We will endeavor to avoid and minimize such disruptions where possible, You understand and agree that We cannot be held responsible for such disruptions. If You do not fully understand and agree to this condition, You must not use the service.

Disputes and Claims [11]

Users of the Website have read, understand and agree to these terms and conditions. Objection to any terms must be made in writing within 10 days. The laws of Saskatchewan, Canada shall govern these terms and conditions, and any resulting arbitration shall take place within Saskatoon, Saskatchewan. Client/User assumes responsibility for all collection costs and legal fees incurred by Lone Pine Photo should enforcement of these terms and conditions become necessary. In the event that any part of these terms and conditions are found to be invalid or unenforceable, the remainder of these terms and conditions shall remain valid and enforceable. Any failure by one or both parties to enforce a provision of these terms and conditions shall not constitute a waiver of any other portion or provision of these terms and conditions.

Electronic signatures and contracts [12]

Your use of the Website includes the ability to enter into Agreements and/or to make purchases electronically. By doing so You acknowledge that Your electronic submissions constitute Your Agreement and intent to be bound by and to pay for such Agreements and purchases. Your Agreement and intent to be bound by electronic submissions applies to all images relating to all transactions You enter into on this site, including notices of cancellation, policies, contracts and applications. In order to access and retain Your electronic records, You may be required to have certain hardware and software, which are Your sole responsibility.

File names [47]

The file name of each image contains valuable information. For example, the file name: **CAL AUT SCE AB CWN2207801D** contains the following:

Gallery:	CAL AUT SCE	Calendars, autumn scenes
Province:	AB	Alberta
Photographer:	CWN	Clarence W. Norris

Image number: 2207801

Actual image number

Type of image: D

Image was scanned from a slide.

DX would indicate a digital image.

Geographical Areas of Canada [13]

We use the following keywords to define the geographical areas of Canada:

West Coast	Pacific, West_Coast, Cordillera, Vancouver_Island, Queen_Charlotte_Islands
British Columbia	Cordillera, Interior, Alpine
Alberta, Saskatchewan, Manitoba	Plains, Plateau, Prairies, Parkland, Shield
Ontario, Quebec	Central, Great_Lakes, Shield, St_Lawrence_Lowlands
East Coast	Atlantic, Maritimes
Yukon, NWT, Nunavut	Cordillera, Tundra, Arctic

GST [14]

Lone Pine Photo is a GST registrant in Canada. We are required to collect 5% GST for sales to residents of Canada. Our pricing calculator automatically calculates the GST. GST should not be charged for license fees to non-residents. Unfortunately, our pricing calculator does not provide this option. Non-residents wishing to purchase license fees should contact us directly via email at lonepinephoto@shaw.ca and request a quote without GST.

Help [15]

If you are experiencing problems please see our frequently asked questions, contact lonepinephoto@shaw.ca or call (306) 683-0889

Horizontal or Vertical Format [16]

Users may search for images in either a horizontal or vertical format. Our keywords for vertical are VT or VTL. In the search window, simply include one of these keywords in your search string. Users may also click on the Search option on the Navigation Bar for advanced search options. Simply enter a keyword search and choose one of the options under image orientation.

How do I know Lone Pine Photo has received my order? [17]

You will receive an e-mail confirmation shortly after your order is received which will instruct you on how to download the image. If you don't hear from us, please contact us at lonepinephoto@shaw.ca.

How is your site best viewed? [18]

The web site has been designed to be viewed on most common screens and browsers available in the market. If you have any problems with viewing our web site please do not hesitate to contact us.

How secure is your web site? [19]

Our payment gateway is handled by Paypal Money Transfer, a global financial services company (www.Paypal.com) with thousands of secured transactions daily. All data sent to our payment gateway are encrypted with 128 bit security features. This means all your credit card and additional information that is transferred to this site is protected against disclosure to third parties.

Image captions [20]

Image captions may be viewed in the following ways:

- by placing the cursor over the thumbnail in the Gallery or the larger image in image Overview
- by selecting "Simple Slide Show" in the thumbnail display. The caption info is displayed below each image. The caption info may be copied for future reference.
- by selecting the download option an image in the overview window. Full caption info is displayed below and may be copied for future reference
- by reviewing the downloaded image into Photoshop and selecting File\File info

Image Size/Dimensions [21]

The images in the Lone Pine Photo library are JPEGs in Adobe RGB at 300dpi. The images vary in size from 3 megapixels and up. Images have not been up-sized to provide for a larger format. The image size is displayed when the image details are viewed. Simply take the image size divided by 300 to calculate the maximum print size. For example, if the image size shows a resolution of 3600 x 2400, divide the resolution by 300 to determine that the maximum printed size would be 12" x 8". Users

need to confirm that the resolution of the image they have selected is large enough for their needs. The following is a summary of how this works:

<u>MPGs</u>	<u>Resolution</u>	<u>Max. Print Size</u>
3	2048 x 1536	6.8" x 5.1"
6	2000 x 3008	6.7" x 10.0"
8	2416 x 3308	8.0" x 11.0"
10	2592 x 3872	8.6" x 12.9"
12	2848 x 4288	9.5" x 14.3"
Scans from slides	2400 x 3600	8.0" x 12.0"

Users who wish to use images in a larger format should contact Lone Pine Photo at lonepinephoto@shaw.ca. This is only possible for images with a file name ending in “D,” not “DX.” The “D” indicates that the image has been scanned from a 35mm slide and may be able to be scanned at a higher resolution. The “DX” indicates the image was created by a digital camera at maximum resolution.

Keywords [22]

Lone Pine Photo uses keywords to help locate images. Keywords are not case sensitive. Locations with more than one word, such as Prince Albert, may be located by searching for either “Prince Albert” or “Prince_Albert”. A complete listing of our keywords is found in **Gallery Listings** under **Getting Started**.

Licensing [23]

Please see **Terms and Conditions** under **Advanced** for complete licensing details.

Lightbox [24]

To view your Lightbox, click on the “Lightbox” option on the navigation bar at the top of the page. The Lightbox is your collection of images. You may add up to 100 images to your Lightbox and you may have multiple Lightboxes. Explore the features of the Lightbox on the navigation menu near the top of the Lightbox page to delete or move the selected items. If you wish to purchase an image that is in your Lightbox, click on the Purchase options under each image.

Model & Property Releases [25]

Unless specified by Lone Pine Photo in the Image details, no model releases or other releases for any Images are available. The licensee is responsible for clearing all necessary permissions from third parties, be they people, buildings, art, animals, which may include trademarks, personality rights, property rights, fine art rights, etc. The licensee shall indemnify and hold Lone Pine Photo harmless against any and all claims, liability, damages, costs and expenses (including reasonable legal fees and expenses) arising out of the use of any Image for which:

- (a) no release was furnished by Lone Pine Photo in writing.
- (b) the use of any Image exceeds the scope of the release provided by Lone Pine Photo.

The licensee will also indemnify and hold Lone Pine Photo harmless against all claims, liability, damages and expenses (including legal fees and expenses) in connection with any third party claim arising out of the use of the Images, including, but not limited to, defamation, right of privacy, right of publicity and obscenity claims. Lone Pine Photo's liability for all claims shall not exceed, in any event, the total amount invoiced per particular Image. Lone Pine Photo makes no representation or warranty with respect to the use of any names, trademarks or works of art depicted in any Image or the accuracy of captions accompanying any Images.

News [26]

The News feature in the Navigation Bar provides Users with the updates as to the most recent developments at Lone Pine Photo. We post a news blog each time we add new material. Users may register to receive these blogs as they are released.

Payment [27]

Lone Pine Photo only accepts payment through Paypal. If this is a problem, please contact us at lonepinephoto@shaw.ca .

Photo Quotes [28]

Lone Pine Photo provides quotes for the use of images not included in the price

calculator. Please see **Photo Quotes** under **Getting Started** for a summary of the information that we require to provide a photo quote.

Photo Requests [29]

Only a small portion of the images in the Lone Pine Photo library are displayed on our web site. Please see **Photo Requests** under **Getting Started** for a summary of the information that we require to search our image library for images that you require.

Prints [30]

Lone Pine Photo does not issue licenses for single prints. Users wishing to purchase a license for a large number of prints, for example an office setting, should contact us with details at lonepinephoto@shaw.ca .

Province or territory [46]

The province or territory is included in the file name for each image. Therefore, the image “CAL AUT SCE SK 0810126AD” was photographed in Saskatchewan as indicated by the “SK” in the file name.

Purchase and image pricing procedure [31]

For information on how to purchase an Image, see **Purchasing an Image** under **Getting Started**.

Refund policy [32]

There are no refunds upon download of an Image.

Register to purchase images or to view our prices [33]

To use features on our website such as the lightbox and to purchase images, register and log in. Registering is easy and only takes a few moments. Once registered you can log on at any time to use our price calculator to purchase images from Lone Pine Photo. To register, click on **REGISTER** on the Navigation Bar at the top of the page.

Restrictions on use [34]

The Images may not be used for any pornographic, unlawful purpose or use or to

defame any person or violate any person's right of privacy or publicity or to infringe upon any copyright, trade name, trademark or service mark of any person or entity. Advance written permission from Lone Pine Photo is required for use of any Images for sensitive subjects, including without limitation, topics that may depict the subject matter of an Image in a negative or unfavourable light or subject persons to ridicule, and topics regarding all sexual issues, substance abuse, physical or mental abuse, alcohol, drugs, tobacco, AIDS, cancer, or serious physical or mental ailments, or the disparagement of a person or product.

Lone Pine Photo reserves the right not to license an Image for any reason whatsoever.

You may only use a single copy of an Image on a single computer. You may only download the Images onto one (1) computer hard drive or other computer medium and may not otherwise make, use or distribute copies of the Images for any purpose except as otherwise provided in the Invoice. Notwithstanding the foregoing, You shall be allowed to make one (1) backup copy for security purposes only.

Upon termination or expiration of the license, You shall cease any use of the Images and promptly erase or destroy any reproducible copies of the same.

Rights Managed Licensing [35]

All Images requested and purchased through Lone Pine Photo are offered on an individual license basis - sometimes referred to as **Rights Managed Licensing**. The copyright of the Image is always retained by the photographers and Lone Pine Photo. The licenses serve to protect the rights of all the photographers, Lone Pine Photo, the licensee and even the subject matter of the Images. Rights management has advantages for the licensee as it can be used to limit the use of a particular Image, even allowing the use to be licensed exclusively, which effectively embargoes the use of the same Image within the requested media.

The type of rights managed is one factor that impacts image pricing. Rights managed is a complex process. Fees are determined based on the kind of use, size of use, number of copies to be printed and the term of use, usually 6 months to one year (negotiable).

"Rights management" can be an advantage for projects, such as ad campaigns, brochures, magazines and promotions. When you use rights management, you are assured of the limited use of the image. You can even request exclusive rights to that image to eliminate its simultaneous use by other agencies and competitors.

If you would like to request exclusive rights to an image please contact Lone Pine Photo.

Searches [36]

We have endeavoured to create an easy way to search our database for our growing collection of images. As you can see, there are numerous categories to browse. You can also enter keywords in the search box to narrow your choices. We have embedded keywords into all the image collections to respond to more selected searches. The scope of your search results is determined by your selection of keywords. A list of our keywords is included in the **Gallery Listings** under **Getting Started**. Here too, you will find basic search information under **Searches**. For more advanced search information, please see **Search Tips** under **Advanced**.

Sign In [37]

Registering allows you to set up your own free account. Select Sign In on the Navigation Bar to sign in to use the web site. This allows registered Users to set up lightboxes, to use our pricing calculator and to purchase and download images online. Please be sure to Sign Out when you are finished visiting our web site.

Site Map [38]

See **Site Map** under **Advanced** for a list of links to various actions available on our web site.

Subject Directory [39]

Lone Pine Photo organizes our images by category for easier viewing and retrieval. A copy of our Subject Directory can be viewed at **Gallery Listings** under **Getting Started**.

Termination of License [40]

The license is in force unless it is terminated by Lone Pine Photo. If You do not comply with the terms and conditions of the license, then the license will automatically terminate and You must cease using the respective Image(s) immediately.

URL's [41]

The Lone Pine Photo web site may be accessed by using either www.lonepinephoto.ca or www.lonepinephoto.com .

Usage Fee [42]

A fee is payable to license any “rights managed” Image. This means the fee is based on how the Image is going to be used. This will be calculated by such factors as the print run, the medium, the reproduction size, the duration of the usage, the area for which the Image will be used and whether the requested use is exclusive or non-exclusive. Lone Pine Photo relies in good faith on the information provided by the licensee who uses the Lone Pine Photo price calculator to calculate the Image licensing fee. Incorrect information can lead to a surcharge on the originally agreed upon fee and/or may lead to a cancellation of the license. Calculation errors remain the responsibility of the licensee.

You are responsible for ensuring that all the information appearing in the Invoice is true, accurate and complete. Please check Your price calculations carefully. There are no refunds upon download of an Image.

Usage Rights [43]

When Images are licensed by Lone Pine Photo, the usage is specified on the invoice and cannot be used for any other purpose without further agreement by Lone Pine Photo. All prices are for one time use in Canada unless otherwise stated. The license will state the media use, where it will be used, what size, the print run, the duration of the usage and the area for which the Image can be used.

The rights hereby granted to You are non-transferable which means that any work that You produce using an Image must be for Your own use or for the use of Your direct employer or client, who must be the end-user of Your work (as long as all relevant data pertaining to any such end-user is clearly stated in the Invoice having been provided to Lone Pine Photo prior to licensing). In any such event, You hereby agree to be jointly and severally liable for any breach of the terms hereof by Your employer and/or client.

The images may be reproduced by subcontractors on your behalf under the condition that the subcontractors agree to abide by the terms of this Agreement. Notwithstanding the foregoing and for the avoidance of doubt, You are not authorized to sublicense the images to anyone.

Unless otherwise stated in the Invoice, all licenses of the Images are granted for a one time use, in a single publication, single size, single territory, in one single language and for a term of one (1) year from the date the applicable Invoice is issued.

You may alter, crop, manipulate and create derivative works of the images in accordance with this Agreement.

You may not sell, license or distribute Your final product in such a way that permits other persons to extract or access an image as a stand-alone file.

You may not incorporate the image into a logo, trademark or service mark.

You may not post any image on any electronic bulletin board, put it on-line in a downloadable or FTP format, use it in a website at a resolution higher than 72 dpi or enable it to be distributed via mobile telephone devices.

You may not use the image in any electronic template or application, including those that are Internet-based, where the purpose is to create multiple impressions of an electronic or printed product, including, but not limited to, website designs, presentation templates, electronic greeting cards, business cards or any other electronic or printed matter without obtaining a license from Lone Pine Photo for such purpose.

All rights not specifically granted to You are reserved. The license fee for the Images depends on the nature of the rights granted. Therefore, You undertake to obtain an additional license before undertaking any expanded use of any Image.

Web site errors and omissions [44]

Despite our best efforts to provide accurate information, this site may contain technical or other mistakes, inaccuracies, omissions or typographical errors. While We will

endeavor to avoid and minimize such errors where possible, You understand and agree that We cannot be held responsible for them and usage of the Web site is entirely at Your own risk.

What is a JPEG? [45]

JPEG is a standardized image compression mechanism. JPEG stands for Joint Photographic Experts Group, the original name of the committee that wrote the standard. JPEG is designed for compressing either full-colour or gray-scale images of natural, real-world scenes. It works well on photographs, naturalistic artwork and similar material.