

Basically how it works:

You are taking a self portrait, a program then changes that image.

You, as the original photographer - remember they are self-portraits - own the copyright of that image.

I need to seek your consent before the app/webcam program can make you symmetrical, you are allowing the program to change you and display that resulting image.

Under copyright, as the images are being changed significantly, that resulting image is part of the echoism project.

I also would like to seek everyone's approval to show these images, either for promotion of the project or alternatively as printed material in an exhibition say.

Also note that as mentioned on the site, please share the images freely, as long as they are not for commercial purposes.

Apologies for the following legal wording:

ECHOISM / WOLKENSTEIN

END USER LICENCE AGREEMENT

PLEASE CAREFULLY READ ALL OF THE TERMS AND CONDITIONS OF THIS END USER LICENCE AGREEMENT. BY CLICKING "I ACCEPT" OR TAKING ANY STEPS TO DOWNLOAD, INSTALL, ACTIVATE OR USE THIS SOFTWARE ON YOUR COMPUTER OR USE THIS APPLICATION FOR THE APPLE HANDSET, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CLICK "I ACCEPT" AND YOU ARE NOT PERMITTED TO DOWNLOAD, INSTALL, ACTIVATE OR USE THIS SOFTWARE ON YOUR COMPUTER OR SIMILAR OR USE THIS APPLICATION FOR THE APPLE HANDSET.

This End User License Agreement for the Echoism Application and for use on the website at www.echoism.org (the "Website") and/or for use on the Apple Handset (this "Agreement") is between you (both the individual downloading, installing and activating the Echoism Application/www.echoism.org for use on the Website and/or for use on the Apple Handset and, if applicable, the legal entity on behalf of which such individual is acting) ("You" or "Your") and Wolkenstein Pty Ltd ("Wolkenstein"). You acknowledge and agree that by accepting the terms of this Agreement, a binding agreement is concluded solely between You and Wolkenstein, and not with Apple.

Wolkenstein may change, add or remove any part of this Agreement, or any other terms associated with the use of the Echoism Application/www.echoism.org for use on the Website and/or the Apple Handset, at any time, without notice. Any changes shall become part of the Agreement and shall apply immediately. By continuing to use Echoism Application/www.echoism.org on the Website and/or for the Apple Handset after the Agreement has changed, You are indicating Your acceptance of those changes.

1. DEFINITIONS

1.1 "Authorised End User" means You or any other individual who has been licensed by Wolkenstein to download, and access the Echoism Application/www.echoism.org, from an Authorised Handheld Device and/or the Website.

1.2 "Authorised Handheld Device" means an Apple mobile handset device utilising the supported software as per the Echoism Application for the Apple Handset which has been installed in accordance with this Agreement.

1.3 "Documentation" means the user guides, instructions for use, manuals and other documentation made available to You by Wolkenstein which are related to the Echoism Application. Application for the Apple Handset and/or the Website.

2. LICENCES; LICENCE RESTRICTIONS

2.1 Licence Grant. Subject to the terms and conditions of this Agreement, Wolkenstein hereby grants to You a limited, personal, non-exclusive, non-transferable, non-sublicenseable, revocable license to:

- Download and install one copy of the Echoism Application for use on the Website and/or the Apple Handset onto Your computer and/or onto an Authorised Handheld Device;
- Use the Echoism Application for the Apple Handset on the Authorised Handheld Device in order to access the Echoism Application content for the Apple Handset in support of Your authorised use of the Echoism Application for the Apple Handset.
- Use the Echoism Application on the Website in an appropriate and non-commercial manner.
- Use and share the images, photos and files created and produced by the Echoism Application for the Apple Handset and/or Website PROVIDED that You credit Wolkenstein as the original creator and copyright owner of these images, photos and files and PROVIDED this use is for non-commercial purposes.

2.2 Third Party Licenses. You do not receive under this Agreement any licence, covenant not to sue, or other rights under any third party intellectual property rights or other rights. As such, You hereby agree not to use the Echoism Application for the Apple Handset to download, access, display, manipulate, store or distribute any Echoism Application Application files which contain proprietary third party content.

2.3 License Restrictions. You agree that the licence granted herein is solely for Your non-commercial purposes. In addition, You agree that You will not, nor permit others to: (a) access or use the Echoism Application for the Apple Handset(including the Documentation) or any element thereof except as expressly permitted herein; (b) attempt to reverse engineer, decompile, disassemble, or extract any element of and/or otherwise discover any source code, algorithms, methods or techniques embodied in the Echoism Application Application for the Apple Handset, except to the extent expressly permitted by applicable law, notwithstanding contractual obligations to the contrary, and then only after (i) You have notified Wolkenstein in writing of Your intended activities and the information sought, and (ii) Wolkenstein fails to provide such information within a reasonable period of time following such notice; (c) modify, transfer, assign, pledge, sublicense, rent, lease, sell, resell, or create derivative works based on the Echoism Application Application for the Apple Handset, including but not limited to any user interfaces related to the foregoing; (d) distribute the Echoism Application Application for the Apple Handset except as expressly permitted in Section 2.1; (e) use more than one copy of the Echoism Application Application for the Apple Handset or make copies of the Echoism Application Application for the Apple Handset; (f) attempt to install the Echoism Application Application for the Apple Handset on any unauthorised handhelds or other unauthorised device.

2.4 No Support by Apple. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Echoism Application for the Apple Handset.

2.5 Privacy. Wolkenstein will collect, use and in certain limited circumstances disclose Your personal information in accordance with its Privacy Policy. As a condition to accessing and using the Echoism Application for Apple Handset and/or Website You are required to accept the terms of Wolkenstein's Privacy Policy. You hereby acknowledge and agree that You have read Wolkenstein's Privacy Policy which is available at www.echoism.org/privacy and is incorporated herein by this reference. You may contact Wolkenstein via the details provided at www.echoism.org and request to review, amend or delete personal

information collected about You by Wolkenstein, provided that the deletion of such personal information may result in Woleknstein terminating Your further use of the Echoism Application for the Apple Handset and/or Website.

2.6 Copyright and Intellectual Property. You acknowledge and agree that all images, photos and files created and generated using the Echoism Application for Apple Handset and/or Website are the sole and exclusive property of Wolkenstein. You acknowledge and agree that You have no intellectual property rights in the images, photos and files produced and created using the Echoism Application for Apple Handset and/or Website. All copyright in images, photos and filed produced and created using the Echoism Application for Apple Handset and/or Website is owned by Wolkenstein.

2.7 Security. Wolkenstein has implemented physical, electronic and managerial procedures in order to help safeguard and prevent unauthorised access, use and/or disclosure of sensitive information Woleknstein has collected from You. Although Woleknstein uses reasonable efforts to safeguard the security of such information, transmissions made on or through the Internet and information stored on the Wolkenstein Server are vulnerable to attack and cannot be guaranteed to be secure

2.8 Modifications. Wolkenstein reserves the right, at any time in Wolkenstein's sole discretion and without notice to You, to (i) modify the features, functionality and/or product specifications for the Echoism Application for the Apple Handset and/or Website, and/or (ii) to commence charging fees in order to access and use the Echoism Application for the Apple Handset and/or Website or to increase any such fees already being charged.

3. FEEDBACK

3.1 Feedback. If You elect to provide any feedback or comments of any nature to Wolkenstein, all of Your feedback and comments shall be the sole and exclusive property of Wolkenstein, and Wolkenstein shall have the right to use such feedback in any manner and for any purpose in Wolkenstein's sole discretion without remuneration, compensation or attribution to You, provided that Wolkenstein is under no obligation to use such feedback.

4. NO WARRANTY; LIMITATION OF LIABILITY

4.1 No warranty. THE Echoism Application FOR THE APPLE HANDSET MAY CONTAIN ERRORS AND DEFECTS OR MAY SUFFER INTERMITTENT DOWNTIME AND ARE PROVIDED "AS IS", "AS-AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND WOLKENSTEIN AND ITS LICENSORS (INCLUDING BUT NOT LIMITED TO APPLE) (COLLECTIVELY REFERRED TO AS "WOLKENSTEIN" FOR THE PURPOSES OF SECTION 4) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE [INSERT NAME OF APPLICATION] APPLICATION FOR THE APPLE HANDSET AND/OR WEBSITE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WOLKENSTEIN OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. WOLKENSTEIN DOES NOT WARRANT THAT THE [INSERT NAME OF APPLICATION] FOR THE APPLE HANDSET AND/OR WEBSITE WILL BE UNINTERRUPTED, SECURE, TIMELY OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE [INSERT NAME OF APPLICATION] FOR THE APPLE HANDSET AND/OR WEBSITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SHOULD THE [INSERT NAME OF APPLICATION] FOR THE APPLE HANDSET AND/OR WEBSITE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE [INSERT NAME OF APPLICATION] FOR THE APPLE HANDSET AND/OR WEBSITE PROVIDED BY WOLKENSTEIN.YOUR USE OF THE [INSERT NAME OF APPLICATION] FOR THE APPLE HANDSET AND/OR WEBSITE IS ENTIRELY AT YOUR OWN RISK AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY

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4.2 Limitation of Liability. EXCEPT TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS PROHIBITED BY LAW, WOLKENSTEIN SHALL NOT BE LIABLE TO YOU FOR PERSONAL INJURY, OR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OR INTERRUPTION OF BUSINESS, LOSS OF DATA, LOSS OF GOODWILL OR LOST PROFITS), UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, EVEN IF WOLKENSTEIN HAS BEEN ADVISED OF THE RISK OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose. The parties acknowledge that the limitations of liability in this Section 4.2 and in the other provisions of this Agreement and the allocation of risk herein are an essential element of the bargain between the parties, without which Wolkenstein would not have entered into this Agreement.

5. INDEMNITY. You agree to defend Wolkenstein its affiliates, employees, agents, assigns and licensors against any third party suits, actions, claims or proceedings (i) alleging that the Echoism Application content downloaded, accessed, manipulated, stored, displayed or distributed by You infringe or misappropriate a third party's intellectual property or other rights or (ii) resulting from Your breach of or failure to comply with any term, condition, representation or covenant under this Agreement, and You agree to indemnify and hold Wolkenstein harmless from all damages, liabilities, costs and expenses, including reasonable attorneys' fees, incurred by or awarded against Woleknstein or its affiliates, employees, agents, assigns and licensors that may result from any such third party claim.

6. TERMINATION.

You may terminate this Agreement at any time by notifying Wolkenstein electronically. Wolkenstein may terminate this Agreement at any time upon by notifying You in writing (or electronically). Upon termination of this Agreement, You will cease all use of the Echoism Application for the Apple Handset and/or Website (including without limitation the Documentation), delete the Echoism Application for the Apple Handset and/or Website and all Documentation and related materials in Your possession, and so certify to Wolkenstein if requested.

7. GENERAL TERMS

7.1 Governing Law. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the internal laws of Australia without giving effect to any choice of law rule.

7.2 Severability and Waiver. If any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force and effect. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

7.3 No Assignment. You may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any rights or obligations under this Agreement without the prior written consent of Wolkenstein which may be withheld in Wolkenstein's sole discretion. Any purported assignment, transfer or delegation by You shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.