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- **Mike Brittain** for his “Cart-O-Grapher Font” that we’ve used in every icon series.
- **Dezinerfolio** for the “Aquagloss Icons” that inspired our our 3D Glossy Blue Icon series.
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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)



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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

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Libhny was written by Raph Levien <raph at acm dot org>.

Original Libhny source with OOo's patches are managed by Rene Engelhard and Chris Halls at Debian: <http://packages.debian.org/stable/libdevel/libhny-dev> and <http://packages.debian.org/unstable/source/libhny>

This subset of Libhny was extended by Peter Novodvorsky <nidd at alt-linux dot org> (OOo integration),



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László Németh <nemeth at numbertext dot org> (non-standard and compound hyphenation with Unicode support),
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- create user accounts by automated means or under false or fraudulent pretenses;
- promote or provide instructional information about illegal activities or promote physical harm or injury against any group or individual;
- copy, store, archive, republish or create a database of results returned from the service, in whole or in part, directly or indirectly, except that you may store results in a temporary cache for a period not to exceed Fifteen (15) days solely for the purpose of using those results to carry out a specific user-requested action; or
- transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature.

International users agree to comply with their own local rules regarding online conduct and acceptable content, including laws regulating the export of data to the United States or your country of residence.

1.4 Advertising. Google reserves the right to include advertising in the Google Results provided to You through the Service.

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8.1 Term. The term of the Terms of Use shall commence on the date upon which agree to the Terms of Use and shall continue in force thereafter, unless terminated as provided herein.

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In addition, either party may terminate the Terms of Use at any time, for any reason, or for no reason including, but not limited to, if You engage in any action that reflects poorly on Google or otherwise disparages or devalues the Google Brand Features or Google's reputation or goodwill. If You desire to terminate the Terms of Use, You must remove the Service from your Property.

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8.6 Remedies. You acknowledge that your breach of service/license restrictions contained herein may cause irreparable harm to Google, the extent of which would be difficult to ascertain. Accordingly, You agree that, in addition to any other remedies to which Google may be legally entitled, Google shall have the right to seek immediate injunctive relief in the event of a breach of such sections by You or any of your officers, employees, consultants or other agents.

8.7 Third Party Beneficiaries. Nothing in the Terms of Use should be construed to confer any rights to third party beneficiaries.

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Waiver and Severability of Terms. The failure of Google to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of Google services or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

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II. CONSIDERATION

2.1 There are no fees under this Agreement.

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3.1 The term of this Agreement shall continue in effect unless and until (a) the parties mutually agree to terminate this Agreement, or (b) morgueFile terminates this Agreement in accordance with Section 3.2.

3.2 morgueFile may terminate this Agreement immediately if Licensor breaches this Agreement.

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7.1 This Agreement shall not be assigned or transferred by Licensor without the prior written consent of morgueFile, and any attempt by Licensor to so assign or transfer this Agreement without such written consent shall be null and void. This Agreement shall be valid and binding on the parties hereto and their successors and permitted assigns.

VIII. RELATIONSHIP OF THE PARTIES

8.1 The parties are independent contractors. Nothing in this Agreement will be construed to constitute or appoint either party as the agent, partner, joint venturer or representative of the other party for any purpose whatsoever, or to grant to either party any right or authority to assume or create any obligation or responsibility, express or implied, for or on behalf of or in the name of the other, or to bind the other in any way or manner whatsoever.



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9.1 This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflict or choice of laws principles. The parties hereby consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in the Borough of Manhattan, New York City for the purposes of adjudicating any matter arising from or in connection with this Agreement.



X. NOTICES

10.1 All notices given under this Agreement must be in writing, by certified mail (return receipt requested), overnight courier or personal delivery.

XI. SURVIVAL

11.1 This terms and conditions of this Agreement shall survive the expiration or termination of this Agreement in its entirety with respect to all Photos provided by Licensor hereunder prior to the date of such expiration or termination.

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