

END USER LICENCE AGREEMENT FOR RIGHTS MANAGED AND ROYALTY FREE IMAGES

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In this agreement “ISTL”, “Image Source”, “we” or “us” or “our” means Image Source Trading Limited.

If you are entering into this Agreement on behalf of your employer, the Licence granted and the restrictions and limitations on the use of the images set forth below apply to your employer as well as to you as a representative of your employer. Should you cease working for your employer, your employer (but not you) may continue to use the images under the terms of this Agreement.

LICENCE GRANT AND RESTRICTIONS EITHER FOR RIGHTS MANAGED OR ROYALTY FREE IMAGES

RIGHTS MANAGED IMAGES ONLY

1. ISTL grants you a non-transferable, non-exclusive, worldwide, perpetual licence to store, reproduce and use the specific image(s) that you have purchased during this transaction (collectively the “Images”) solely for the Permitted Purposes as specified and agreed when placing your order to purchase the Images and as set out in the invoice (the invoice is incorporated into this Agreement by this reference) generated by your purchase but not for any other purposes whatsoever. Permitted Purposes means the information available to you at the time of selection of the Images, either: (i) accompanying the Images on the Image Source website (including all areas of the purchase process); (ii) in a written quote issued by ISTL; or (iii) in the editorial feed (if so delivered), and as might also be reflected in the Invoice. Restrictions not allowed by the Permitted Purposes may include, without limitation, the permitted scope of use, duration of licence, any territory or other use restrictions applicable to the Image selected, and the corresponding price for the licence of such Image.

2. If you are an intermediary (e.g. an advertising or design agency) the Images must only be used by your clients (the end-user of the Images): (i) who agree to be bound by the terms of this Agreement and (ii) if all relevant data pertaining to any such end-user was clearly stated when placing your order for the Images and is set out in the related invoice. In any such event, you hereby agree to be jointly and severally liable with your client for any breach of the terms of this Agreement by your client.

3. You may upon payment of the price for the Images use the Images strictly in accordance with clauses 1 and 2 of this Agreement.

4. Specifically, you may not:

4.1 sublicense, re-license, rent, resell or lease any of the Images to third parties (other than to a client as set out in clause 2 of this Agreement and provided that the client and purpose have been specified when placing your order for the Images and set out on the invoice generated by the purchase of the relevant Images);

4.2 copy or publish any of the Images to a network or bulletin board, or otherwise distribute or allow any of the Images to be distributed to or used by anyone other than you;

4.3 sub-license, resell or otherwise distribute the Images to third parties except to an identified client and for an identified Permitted Purpose as explained above;

4.4 use the Images in ways or contexts that might reasonably be construed as pornographic, defamatory, libellous or otherwise unlawful;

4.5 use the Images in such a way or for a purpose that is not a Permitted Purpose;

4.6 use the Images in such a way as to imply that any model depicted in the Images personally uses or endorses a product or service (for example, in testimonial advertising);

4.7 use Images depicting any model in any unduly controversial or unflattering context, unless accompanied with a statement indicating that the person is a model and the Images are being used for illustrative purposes only;

4.8 delete or alter the copyright symbol, the name Image Source or the photographer, or identification number or any other information from the electronic file by which the Images are supplied to you or from any copies of those files.

5. All Images used in an editorial context must include the following credit line adjacent to the Licensed Material: "[Photographer's Name]/[Collection Name]/Image Source" or as otherwise shown on the Image Source website. If you omit the credit, an additional fee in an amount up to one hundred percent (100%) of the original fee may be payable by you, at our sole discretion. The foregoing fee shall be in addition to any other rights or remedies that we may have in law. Further, if Images are used in an audio/visual production in either an editorial context or a non-editorial context but where a credits are accorded to other providers of licensed material, credit shall be accorded, where technically feasible, in equal size and comparable placement to such credit(s), substantially in the following form: "[Footage] [Imagery] supplied by [Collection Name]/Image Source".

6. You agree that you will immediately notify ISTL if you become aware of or suspect that a third party that has gained access to the Images through Licensee wrongfully using the Images, in whole or in part.

7. Any use of Images in a manner not expressly authorised constitutes copyright infringement, entitling ISTL to exercise all rights and remedies available to it under copyright laws around the world. You shall be responsible for any damages resulting from any such copyright infringement, including any claims by a third party. ISTL reserves the right to terminate this Agreement in the event that you provide inaccurate information regarding its proposed use of the Images.

8. Upon reasonable notice from ISTL you shall provide sample copies of any material containing the Image to us. In addition, upon reasonable notice, ISTL may, at its discretion, either through its own employees or through a third party, audit your records directly related to this Agreement and use of Images in order to verify compliance with the terms of the agreed terms of use and the terms of this Agreement. If any such audit reveals an underpayment by you of five percent (5%) or more of the amount you should have paid for the time period that is the subject of the audit, in addition to paying to ISTL the amount of such underpayment, you shall also pay the costs of conducting such audit.

9. If you or the end user of the Images requests in writing to cancel this Agreement within 30 calendar days of the date of receipt of the Images, and such Images have not been used, ISTL may cancel this Agreement and issue a credit to you as follows: (i) with respect to non-footage Images only, an amount up to 100% of the price may be credited if the request is received within 7 calendar days of receipt of the Images; or (ii) an amount up to 50% of the price may be credited if the request is received between 8 and 30 calendar days of receipt of the Images (or any time within the first 30 calendar days for footage); in each case an administration fee of £40 (or local currency variation) will be charged. No credits are available for any cancellation request received after 30 calendar days from receipt of the Image. Cancellation and the return of any monies shall apply to any other fees which are non-refundable.

ROYALTY FREE IMAGES ONLY

10. ISTL grants you a non-transferable, non-exclusive, worldwide, perpetual licence to store, reproduce and use the specific image(s) film or video footage, visual representation (whether generated optically, electronically, digitally or by any other means) or audio product that you have purchased or, where permitted, downloaded free of charge (referred to as free content) during this transaction, and any authorised derivatives or copies thereof, (collectively the “Images”) for your own commercial use as set out in this royalty free licence agreement , but not for any other purposes.

11. The Images may be shared by creating an image library, database, network configuration or similar arrangement as long as no more than ten (10) individuals (including you) *employed by the same entity* have access to the Images (subject to clause 12 below). You expressly acknowledge that this is not a “simultaneous users licence” and you may not have more than ten (10) specific people access the Images even if only ten (10) people are accessing the Images at any particular time.

12. If you are an intermediary (e.g. an advertising or design agency) the Images must only be used by clients who agree to be bound by the terms of this Agreement. You may allow individuals employed by your client to have access to the Images, provided the total number of individuals with access to the Images (including all those within your organisation and the client) remains no more than ten (10).

13. Specifically, you may:

13.1 use the Images any number of times on a worldwide, unlimited and perpetual basis as a part of advertising and promotional materials, packaging; multi-media including web-design, broadcasting, film/video/DVD, publishing; materials for personal, non-commercial use;

13.2 alter, manipulate and crop the Images (subject to clause 14.12 below);

13.3 use the Images in any other manner approved in writing by ISTL.

14. Specifically, you may not:

14.1 sublicense, re-license, rent, resell or lease any of the Images to third parties separate or independent from a specific product, website, or similar;

14.2 copy or publish any of the Images to a network or bulletin board, or otherwise distribute or allow any of the Images to be distributed to or used by anyone other than the ten (10) authorised users, without prior written consent from ISTL or its Sales Agent; you acknowledge that for extended usage by more than ten (10) individuals, you will first have to purchase Extended Licence Rights from ISTL;

14.3 under the terms of this Agreement use the Images in commercial products where the Images make up a significant part of the re-sale value of the product (i.e., postcards, posters, calendars, etc.). For such usages of an Image you must acquire an extended one-time Commercial Product Image Licence from ISTL;

14.4 use any of the Images to promote a business that sells or licenses photographic images, or otherwise competes with ISTL in any manner;

14.5 sub-license, resell or otherwise distribute the Images to third parties except as an integral part of your product or web-page and only for the life and extent of such a product;

14.6 make the high-resolution (300 dpi or above) Images accessible for download beyond the scope of the licence rights provided by this Agreement or place the Images on-line in an FTP or other digital format;

14.7 incorporate any of the Images in a logo, trade mark or service mark;

14.8 use the Images in ways or contexts that might reasonably be construed as pornographic, defamatory, libelous or otherwise unlawful;

14.9 use the Images in such a way as to imply that any model depicted in the Images personally uses or endorses a product or service (for example, in testimonial advertising);

14.10 use Images depicting any model in any unduly controversial or unflattering context, unless accompanied with a statement indicating that the person is a model and the Images are being used for illustrative purposes only;

14.11 delete or alter the copyright symbol, the name Image Source, or identification number or any other information from the electronic file by which the Images are supplied to you or from any copies of those files;

14.12 increase the size of the purchased digital file.

TERMS APPLYING TO BOTH RIGHTS MANAGED AND ROYALTY FREE IMAGES

15. ISTL warrants the digital copy of the Images in the form duly purchased by you or your employer to be free from technical defects for 90 calendar days from delivery. The sole and exclusive remedy for a breach of the foregoing warranty is the replacement of the digital copy of the Images or refund of the purchase price, at ISTL's sole option. ISTL shall not, however, be liable if defects arise as a result of any modification, variation or addition to the Images not performed by us or caused by any abuse, corruption or incorrect use of the Images with equipment or software which is incompatible. ISTL MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Some States of the USA do not permit the exclusion of implied warranties, and you may have other rights, which may vary from State to State.

16. ISTL further warrants that it has sufficient rights, title and interest in the Images to grant to the rights set forth in this Agreement and, in particular, it has the necessary approvals, authorisations, clearances, consents, releases or licence of any third party in order to grant such rights and the Images do not and will not infringe upon any third party's intellectual property rights.

17.1 ISTL will, subject always to clauses 17.2, 17.3 and the limitations set out at clause 18, indemnify and hold harmless, you (and if you are a company, your directors and assignees, staff, agents and representatives), your clients (and their directors and assignees, staff, agents and representatives) from any Claim arising from any actual breach of the warranties given by the ISTL under clause 16. For the purposes of this clause 17 "Claim" shall mean all claims, demands, liabilities, losses, damages, suits, proceedings, costs and expenses, including reasonable external lawyers' fees.

17.2 As soon as you become aware of a matter which may result in a Claim, you must: (i) give ISTL written notice of the details of the matter; (ii) allow ISTL the exclusive conduct of any proceedings and take any action that we require to defend or resist the Claim, including using professional advisers nominated by ISTL; and (iii) not admit liability or settle the Claim without ISTL's written consent.

17.3 ISTL will have no obligation to indemnify you under clause 17.1 to the extent that any such Claim results from your: (i) misuse of any Image; (ii) breach of this Agreement; (iii) negligence; or (iv) wilful misconduct.

18. NEITHER ISTL NOR ITS LICENSORS SHALL BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY GENERAL, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR OTHER DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF THIS LICENCE, THE USAGE OF THE IMAGES INCLUDING ANY CLAIM FOR LOST PROFITS OR LOST SAVINGS, OR FOR ANY CLAIM OF A THIRD PARTY OR OTHERWISE AND IN ANY EVENT THE TOTAL LIABILITY OF ISTL AND ITS LICENSORS TO YOU OR ANY OTHER PERSON OR ENTITY IN RESPECT OF ALL LOSS OR DAMAGE ARISING UNDER OR IN CONNECTION WITH OR OUT OF THIS LICENCE OR THE USAGE OF

THE IMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL IN NO CIRCUMSTANCES EXCEED [£100,000].

19. Without prejudice to ISTL's other rights and remedies, the licence and your right to use the Images shall automatically terminate, without prior notice or refund of any moneys paid, if you breach any express or implied term of this Agreement. In the event of termination, you must immediately cease to use and destroy or delete all copies of the Images or, at ISTL's request, return them to ISTL. You agree to indemnify ISTL and hold ISTL harmless against all claims arising out of any breach by you of this Agreement or for unpermitted use of any Images.

20. All rights to the Images are owned by ISTL and / or its licensors and are protected internationally by copyright and other applicable laws. ISTL and its licensors retain all rights not expressly granted under this Agreement. You may be held legally responsible for any copyright infringement that is caused or encouraged by your failure to comply with the terms of this Agreement.

21. Use of the Images must be in compliance with all applicable laws, statutes and regulations. ISTL reserves the right to discontinue the use of any Image for any reason and elect to replace the Image with an alternative Image. Upon notice of any discontinuance of a Licence for a particular Image, you and your client, if applicable, agree not to use the Image in the future. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the remaining terms of the Agreement, which shall remain valid and enforceable according to its terms. This Agreement represents the entire Agreement between the parties relating to its subject matter and may not be amended except in writing signed by an authorised representative of both parties.

22. If you fail to pay all sums due within the time specified by ISTL, we may add a charge of one-and-one-half percent (1.5%) per month, or such lesser amount as is allowed by law, on any unpaid balance until payment is received.

23. The laws of England and Wales, whose courts are the courts of exclusive jurisdiction, govern this Agreement, save that ISTL shall have the right to bring proceedings in any jurisdiction to obtain injunctive or other relief against you in the event that, in the opinion of ISTL, such action is necessary or desirable.