

Please note the following major points:

- a.** You shall be deemed to have accepted our Terms and Conditions set out below unless you notify us to the contrary and return all non-digital images to us within 7 days of receipt. See "Definitions" below.
- b.** Digital images may not be stored beyond the duration of the project for which they were supplied without our prior written permission. Images must be deleted within 90 days if reproduction rights have not by then been agreed. See clause 1 below.
- c.** If you are using our website, by ticking the box 'I have read and agree to the Terms and Conditions' and by validating the registration form you confirm that: (a) you have read our Terms & Conditions, (b) you fully accept our Terms & Conditions, (c) you hold the necessary authority as a representative of your organisation to accept these Terms & Conditions on its behalf, and (d) you have supplied truthful and complete information when filling in the registration form.
- d.** The use of images is not royalty-free. A fee is payable for each use, to be agreed with us and paid prior to the relevant use. See clause 12 below.
- e.** You must credit 'Photo: akg-images' and the contributor's name, where applicable. You must clear any additional copyright (such as artist's copyright, for example) and the appropriate copyright notice must be added to the credit. Museums, collections and their locations must be acknowledged. See clauses 21 and 22 below.
- f.** It is your responsibility to obtain all necessary permissions from models, copyright owners and other third party rights owners. See clauses 21 and 22 below.
- g.** Invoices are payable within 30 days. Interest may be charged on overdue payments. See clause 29 below.
- h.** Images must not be used before payment of our invoice. See clauses 13 and 28.

## **TERMS AND CONDITIONS OF SUBMISSION AND REPRODUCTION OF IMAGES**

### **DEFINITIONS**

In this Agreement 'we /us' means akg-images Ltd (registered in England as a limited liability company number 2893887). 'You' means the person or entity named as client.

The terms (a) 'Image' includes transparencies, photographic or digital prints, or any other item which we may offer to you for the purpose of reproduction, including any image in digital format which you may download from our website, or which we may offer you for the purpose of reproduction as a digital copy transmitted to you; (b) 'reproduction' includes any form of publication, communication to the public or copying of the whole or part of any Image whether by printing, photography, slide projection (whether or not to an audience), xerography, artist's reference, artist's illustration, layout or presentation, digital, electronic or mechanical reproduction or by any other means; (c) 'Date for Return' is the date by which the Images in non-digital format supplied by us must be returned to us as specified on the advice or delivery note or invoice or as extended by notice in writing from us. If no date is specified, the Date for Return shall be 4 weeks from the date of the delivery note or if an invoice is rendered for reproduction rights 12 weeks from the date of such invoice.

If you do not accept our Terms and Conditions you must immediately notify us to this effect and return all non-digital Images to us by any means affording proof of delivery. You shall be deemed to have accepted our Terms and Conditions if all the non-digital Images are not returned within 7 days of their receipt by you. If you do not accept our Terms and Conditions all digital Images including any pre-press or pre-production copies of the Images and any copies or records of the Images held on a database must be deleted or destroyed within 7 days of their receipt by you.

### **SUPPLY OF IMAGES IN DIGITAL FORMAT**

1. You acknowledge that the Images made available to you on our website or off-line are our valuable property, which we submit on approval only, unless otherwise agreed. Where reproduction rights have been granted, you agree to delete or destroy all Images including any pre-press or pre-production copies of the Images and any copies or records of the Images held on a database within 90 days of the date of receipt of the Images or on completion of the maximum production run, or on expiry of the licence term, whichever is later. Where Images have been downloaded, but no reproduction rights granted, you undertake to delete or destroy the Images within 90 days of the date of downloading the Images, unless we agree (in writing, including by email) that you may store the Images for any extended period of time beyond this. You agree not to remove any watermarks or similar copyright notices in connection with the Images nor to circumvent any copy protection technology used by us.

### **STORAGE OF IMAGES IN DIGITAL FORMAT**

2. Except where prior written permission has been obtained, it is (a) prohibited to store our Images in a database, (b) prohibited to store electronic files for more than 90 days after their download, (c) obligatory to feature the photographic credit and the source of the file during its temporary storage, (d) prohibited to use web copier software to download the content of our site as a whole or in parts, and (e) obligatory to return to us any document belonging to us which is burnt onto a CD-Rom or similar device.
3. If permission is granted to store our Images in a database the following conditions apply:
  - (i) Each Image created by you shall be recorded, labelled with the Image reference number used by us, and held on an electronic database under your sole possession and control.
  - (ii) Unless otherwise agreed, any Image you create or store must not be greater in size than 640 x 480 pixels, 72 dpi. Any use of the Images shall be in a format designed so that it will not be possible to alter, manipulate or adapt any Image in any way during the normal course of using the product.

### **SUPPLY OF IMAGES IN NON-DIGITAL FORMAT**

4. Images are supplied on loan and no property in any Image shall pass to you whether on its submission or on our grant of reproduction rights in respect thereof. No copy of any Image may be made by any means on any medium whatsoever without our prior written consent.
5. You may not create digital images from our Images for storage purposes without our permission. If permission is granted the provisions in Clause 3 above apply.
6. Our advice or delivery note will list all the Images delivered to you, which shall be deemed to have been received in good condition unless within 5 days of receipt you notify us in writing of any discrepancy or damage.
7. Images belong to us. They are your responsibility from the time we dispatch them until we receive them back. You shall immediately inform us in writing of any known or suspected loss or misuse of, or damage to the Images while in your possession or that of any third party. You are urged to take out insurance to cover the total value of the Images delivered.

8. You must return every Image to us by its Date of Return by any method affording proof of delivery. All necessary protection must be given to the Images in transit.

### **CHARGES FOR IMAGES IN NON-DIGITAL FORMAT**

9. Unless otherwise agreed each Image may be held by you rental-free until its Date of Return and there after you shall be liable to pay a rental fee of £3 per Image per week or part thereof pending its return.
10. You shall be liable to pay us compensation in respect of each Image lost or damaged. Such compensation shall be £400 for each original transparency lost or damaged, £100 for each duplicate transparency, and £25 for any monochrome Image for which there is an available negative, with the exception of any Image in respect of which a different compensation figure of loss or serious damage has been previously specified in writing by us. Payment of compensation does not give rise to any rights in any Image.
11. Any image returned without its mount, or with its caption or any other mount data missing or defaced, shall incur a replacement charge of £10.

### **REPRODUCTION RIGHTS**

12. No reproduction rights are granted by virtue of delivery of Images unless expressly indicated. Any reproduction is strictly forbidden without our express written permission. Reproduction rights (if and when granted) are strictly limited to the use, period of time and territory specified on our invoice and unless otherwise agreed in writing relate to a publication in a single size with text (if any) in one language only. Rights granted to reproduce an Image on a product do not include the right to use that Image directly or indirectly in any manner in the advertising or promotion of that product unless such right is specifically granted. Rights granted are non-exclusive, unless otherwise expressly agreed in writing. Exclusive rights, when granted, are subject to a premium fee. No copyright interest in any Image shall pass to you.
13. Any reproduction before payment in full of the invoice or outside the terms of any licence constitutes an infringement of copyright and also a breach of this Agreement entitling us to terminate the Agreement and claim damages, without prejudice to any other rights we may have.
14. You agree to indemnify us in respect of any claims, damages, costs (including legal costs on the indemnity basis) or expenses we incur arising from any reproduction without licence of any Image supplied to you.
15. Reproduction rights granted are personal to you and may not be assigned or sublicensed, nor may any Image submitted to you be loaned or transferred to third parties save for the purpose of the exercise by you of such reproduction rights.
16. You may not crop, alter, add to or manipulate any Image by means of computer or any other technique, without our prior consent in writing.
17. While we take all reasonable care in the performance of this Agreement generally, we shall not be liable for any loss or damage suffered by you or by any third party arising from any defect in any Image or its caption or in any way from its reproduction. Where reproduction of Images is subject to third party quality restrictions, it is your responsibility to ensure that those restrictions are complied with.
18. The grant of reproduction rights does not imply that our Images may be published in any context. Images should not, in any way, be reproduced so as to be harmful or degrading to the dignity of

a human person. It is your obligation to ensure that Images are not published in works, documents or contexts of a scandalous, defamatory, pornographic or otherwise unlawful nature.

19. Any licence granted by us will terminate immediately if you (a) enter into voluntary or compulsory liquidation; (b) have a receiver appointed; or (c) fail to perform any of your obligations under these Terms and Conditions within 14 days of our giving you notice to comply. In the event of termination, all rights granted will immediately revert to us and any further exploitation of any Image shall constitute an infringement of copyright.

#### **CLEARING OF ADDITIONAL COPYRIGHT AND OTHER THIRD PARTY RIGHTS**

20. Whilst we will if so requested use our reasonable endeavours to assist you in locating the relevant rights owners, no warranty is given by us as to the existence or validity of model, property or any other releases in respect of any Image. We shall not be liable for the absence of any such release or for any defect in any existing releases. We give no rights or warranties with regard to the use of names, trade marks, copyright works, registered designs or works of art depicted in any Image. It is a condition of this Agreement that you ensure before publication that all necessary rights or consents have been obtained. You shall indemnify us against any loss suffered by us (including without limitation legal costs on the indemnity basis) as a result of any reproduction of the Image by you without effective releases, rights or consents.

#### **CREDIT LINES AND COPYRIGHT NOTICES**

21. You must credit 'Photo: akg-images' and the contributor's name, where applicable. Where applicable, you must clear any additional copyright (such as artist's copyright, for example) and the appropriate copyright notice must be added to the credit. Museums, collections and their locations must be acknowledged.
22. On all intermediary reproductions necessitated by technical processes (eg, proof copies, offset film, electronic scans and files), the credit line and copyright notices must be included.
23. Unless otherwise agreed in writing, if any Image reproduced by you omits the copyright notice or credit line specified by us the reproduction fee payable by you shall be 50% more than that specified on the invoice.

#### **PUBLICATION RIGHT**

24. Any publication right (as defined in the Copyright and Related Rights Regulations 1996) arising from your use of any Image shall vest in us and you hereby assign all such rights arising to us.

#### **FEES**

25. You agree to pay for courier, express or any other special arrangements requested by you for delivery of Images to you.
26. Every single reproduction (as defined above) of any Image is subject to a reproduction fee.
27. Until we have invoiced the reproduction fee, neither party is committed to grant or to acquire any reproduction rights in any Image. Your right to reproduce an Image arises only when our invoice relating to the grant of such right is fully paid.
28. Terms of payment are 30 days from date of invoice. We may agree to a non-standard reduced rate for reproduction rights from time to time but reserve the right to issue a revised invoice at full rates should the initial invoice not be settled within 30 days. We may charge interest on any overdue payment at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 from the date payment was due until payment is made.

## COMPLIMENTARY COPIES

29. Two proofs of any publication containing any Images supplied by us with references to the Images provided are to be furnished to us by you free of charge within 4 weeks of publication. If such proofs cannot be provided you are required to supply an order form with full details of the Images and their use.

## SUSPENSION OF ACCESS TO OUR WEBSITE

30. Access to services on our website is offered to clients at our discretion.
31. We reserve the right to revoke at any time access to our website to any client, in case of material failure to comply with any of these Terms and Conditions. We will notify you in writing of any suspension of access.

## CONFIDENTIALITY OF ACCESS TO OUR WEBSITE

32. You undertake to keep strictly confidential your account number with us and any access codes / passwords and, except where you have written permission from us to do so, must not under any circumstances allow any third party to use them for accessing our website. Any unauthorised use of Images downloaded by a third party using your account number, if disclosed by you to that third party without prior agreement in writing from us, will be deemed to have been authorised by you and you will be liable to compensate us accordingly.

## MODIFICATION OF WEBSITE CONTENT

33. We may interrupt, without warning or justification, the distribution of certain photographers from our site, of certain collections or certain images, without any legal recourse on your part.
34. After being informed of this, you agree (subject to any reproduction rights which we may already have granted) (a) to stop immediately using the images in question, (b) to remove immediately all the digitised images and documents in question and to destroy all copies, or return them to us at our request.
35. We will use our best commercial endeavours to ensure normal access to our site but cannot guarantee permanent or 100% continuous access.

## MISCELLANEOUS

36. No variation of any term or condition set out herein shall be effective unless agreed in writing by both parties. Where any separate agreement or understanding is reached between you and us the provisions of this Agreement shall, unless otherwise expressly agreed, continue to apply except to the extent that they are inconsistent with the separate agreement.
37. Our failure to exercise or enforce any of our rights will not be deemed to be a waiver of such rights nor bar their exercise or enforcement in future.
38. This Agreement shall be subject to and construed according to English law and the parties agree to accept the exclusive jurisdiction of the Courts of England and Wales.

NOTE: We are a member of the British Association of Picture Libraries and Agencies (BAPLA).T&C 5/09 akg-images Ltd. Registered in England Company registration no. 2893887