

## Royalty Free End User Licence Agreement (hereinafter called “the Agreement”)

### 1. TERMS AND CONDITIONS OF USE OF IMAGES

- 1.1 This Agreement is between Cultura Limited, a company incorporated in England under registered number 06256885 and whose registered office is at Heron Place, 3 George Street, London W1U 3QG (“**Cultura**”) and you, your company, your employer and/or your client (as the case may be) (together referred to as “**You**”). If you are acting for an intermediary you represent and warrant to Cultura that you are authorised to act as an agent for the intended licensee and that you have full power and authority to bind the intended licensee. Should the intended licensee dispute your authority, you will remain bound by the terms of this Agreement and liable for any failure of the intended licensee to comply with the terms of this Agreement.
- 1.2 By downloading or using any of the images from this website, You agree to be bound by the terms of this Agreement. If You do not agree please click on your browser's back button on the website to decline this Agreement.
- 1.3 This Agreement grants to You certain rights to use the image that You download and use, together with all associated data (together herein defined as the “**Image**”).
- 1.4 You may not utilise the Image in any manner that is not expressly permitted by this Agreement. All rights not specifically granted under this Agreement are retained by Cultura. No ownership, copyright or other intellectual property rights in any Image shall pass to You whatsoever.

### 2. GRANT OF LICENCE

- 2.1. In consideration for the payment by You of the relevant licence fee and your compliance with the terms of this Agreement, You are hereby granted the non-exclusive, non-transferable, non-licensable, worldwide and perpetual right to store, reproduce, use, copy or publish the whole or part of the Image that You have downloaded or used an unlimited number of times in any and all media for the following purposes:
- 2.1.1. Advertising and promotional materials;
  - 2.1.2. Broadcast and theatrical exhibitions;
  - 2.1.3. Print publications and physical images; and
  - 2.1.4. Electronic publications, including website design up to a maximum resolution of 72dpi
- PROVIDED THAT You may not use the Image in any commercial products where the Image makes up a significant part of the re-sale value of the product (for example, but without limitation, the use of the Image in any postcards, posters and calendars).
- 2.2. You have the right to have the Image reproduced by your subcontractors provided that You ensure that such subcontractors agree to abide by the provisions of this Agreement

and provided that You fully and effectively indemnify Cultura in relation to any costs, expenses (including legal and other professional fees), claims, penalties, damages or losses incurred or suffered by Cultura and arising out of a breach by such subcontractor of any provision of this Agreement.

- 2.3. Your use of the Image must be in compliance with all applicable laws anywhere in the world.
- 2.4. You may alter, crop, manipulate and create derivative works of the Image.
- 2.5. You may store the Image in a digital library, network configuration or similar arrangement to allow the Image to be solely and exclusively viewed by your employees, partners and clients, but under no circumstances may the Image be copied or published to any other network or bulletin board, nor may the Image ever be used by more than 10 users (unless a separate seat licence is purchased for each additional user before such additional use begins).
- 2.6. Unless otherwise expressly provided in this Agreement, You may not sublicense, sell, assign, convey, delegate, sub-contract or transfer this Agreement or any of your rights and obligations under this Agreement but You may sell or sublicense derivative works incorporating the Image provided that you acknowledge and agree that You do not acquire any copyright and/or any other intellectual property rights through the use of the Image in that work and that your use of the derivative work remains at all times subject to the terms of this Agreement; accordingly, You agree, at Cultura's request but at your expense, to assign any copyright and/or other intellectual property rights therein to Cultura absolutely. However, You may not include the Image in an electronic template intended to be reproduced by third parties on electronic or printed images.
- 2.7. You may not sell, licence or distribute any derivative work containing the Image in a way that would allow a third party to download, extract or access the Image as a standalone file.
- 2.8. Images shall not be incorporated into a logo, trademark or service mark.
- 2.9. You may not post the Image online in a downloadable format or enable it to be distributed via mobile telephone devices.
- 2.10. If any Image featuring a model is used in (i) a manner that would lead a reasonable person to believe that the model personally uses or endorses a product or service; or (ii) connection with a subject that would be unflattering or unduly controversial to a reasonable person, then You must accompany each such use with a statement that indicates that the person is a model and the Image is being used for illustrative purposes only.
- 2.11. The Image may not be used in a pornographic, defamatory, libellous or otherwise illegal manner, or in any way that would or might be deemed to be offensive to the model(s) or to Cultura, whether directly or in context or juxtaposition with other materials.

- 2.12. The Image may not be used directly or indirectly to promote, advertise or market any business that sells, licences or distributes photographic images or used in any other manner whatsoever that could be considered to be competing with any of the business of Cultura.
- 2.13. You must retain the copyright symbol, the name of Cultura and/or the photographer, the Image's identification number and any other information as may be invisibly embedded in the electronic file containing the original Image.
- 2.14. You may not manipulate the Image or its digital format so as to reverse engineer, decompile, disassemble or translate any part of the Image.
- 2.15. You must abide by any restriction on use notified to You by Cultura before or at the time of or following delivery of the Image, either in the information accompanying the Image or otherwise.
- 2.16. If the Image is used in an editorial manner, You must include the following credit adjacent to the Image: "Photographer's name/Cultura".
- 2.17. While efforts have been made to correctly caption the subject matter of the Image, Cultura does not warrant the accuracy of such information.
- 2.18. You must not do or authorise any third party to do any act which would or might invalidate or be inconsistent with any copyright or other intellectual property rights in relation to the Image, and You shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect or character.
- 2.19. You must immediately and fully notify Cultura of any actual, threatened or suspected infringement of any copyright or other intellectual property rights in relation to the Image which comes to your notice and of any claim by any third party so coming to your notice that the licensing of the Image under the terms of this Agreement infringes any rights of any other person. You shall, at the request of Cultura, do all such things as may be required to assist Cultura in taking or resisting any proceedings in relation to any such infringement or claim.
- 2.20. You must at all times comply with the terms and conditions of use of this website as set out elsewhere on this website.

### 3. **WARRANTY**

To the fullest extent permitted by law, Cultura makes no warranty, guarantee or representation (express or implied) in relation to the Image and/or the licence granted to You under this Agreement, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose whatsoever.

#### **4. LIABILITY**

- 4.1 Neither Cultura nor any of its officers, employees, content providers, contributors, agents or other representatives shall be liable to You or any third party for any special, indirect, consequential, incidental, exemplary, punitive or other damages (including, without limitation, loss of profit, loss of anticipated profit, loss of goodwill, wasted expense, loss of business contracts or loss of reputation) arising out of the licence granted under this Agreement or otherwise.
- 4.2 The maximum liability of Cultura and any of its officers, employees, content providers, contributors, agents or other representatives in respect of any loss or damage suffered by You or any other third party arising out of or in connection with the licence granted to You under this Agreement shall not exceed the relevant licence fee paid by You in relation to the relevant Image that is the subject matter of the relevant claim.

#### **5. REFUSAL**

Cultura reserves the right in its sole discretion to refuse to grant to You a licence to use an Image for any reason whatsoever and shall not be required to provide a reason to You for such refusal.

#### **6. PAYMENT**

You shall pay the relevant licence fee in respect of each Image that you download or otherwise use in accordance with the payment terms and instructions set out elsewhere on this website.

#### **7. INDEMNIFICATION**

You shall defend, fully and effectively indemnify and hold harmless Cultura and its officers, employees, consultants, sub-contractors and agents from all costs, expenses (including legal and other professional fees), claims, penalties, damages or losses incurred or suffered by Cultura and arising out of or as a result of claims by third parties relating to your use of any Image outside the scope of this Agreement or any other breach by You of this Agreement.

#### **8. GENERAL**

- 8.1 All copyright and other intellectual property rights to the Image are protected by copyright and other intellectual property laws, international treaty provisions and other applicable laws. Cultura and its own superior licensors shall retain all rights not expressly granted by this Agreement. The Image is sub-licensed only to You.

- 8.2 The licence contained in this Agreement will terminate automatically without notice from Cultura if You fail to comply with any provision of this Agreement. Upon termination, You must immediately:
- (i) stop using the Image,
  - (ii) return the Image and all copies of all of it to Cultura, and
  - (iii) delete any Image and all copies thereof from all magnetic media and destroy all other copies, or upon the request of Cultura, return all such copies to Cultura.
- 8.3 Cultura reserves the right to discontinue the use of any Image for any reason at any time and elect either to replace the Image with an alternative image or to terminate the relevant licence with immediate effect. Upon notice of any discontinuance of a licence for a particular Image, You agree not to use such Image in the future.
- 8.4 The Agreement shall be interpreted, construed and enforced in accordance with the laws of England and Wales, and You and Cultura hereby submit to the non-exclusive jurisdiction of the High Court of Justice in England and Wales.
- 8.5 If one or more of the provisions contained in the Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be revised only to the extent necessary to make them enforceable.
- 8.6 No action of Cultura, other than express written waiver, may be construed as a waiver of any provision of this Agreement. A delay on the part of Cultura in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single or partial exercise by Cultura of any such rights or remedies will not preclude other or further exercise of that right or remedy. A waiver of a right or remedy by Cultura on any one occasion will not be construed as a bar to or waiver of rights or remedies on any other occasion.
- 8.7 This Agreement, together with the terms and conditions of use of this website, contain all the terms of the licence agreement and no terms or conditions may be added or deleted unless made in writing and signed by each of us. In the event of any inconsistency between the terms contained herein and the terms contained on any purchase order or other communication sent by You, the terms of this Agreement shall govern.
- 8.8 Notwithstanding the Contracts (Rights of Third Parties) Act 1999 (“**the Act**”), any of Cultura’s agents, partners, distributors or any other third parties nominated by Cultura from time to time shall be entitled to rely upon and/or enforce any term of this Agreement. Subject to the foregoing, a person who is not a party to this Agreement has no rights under the Act.

**Additional Rights Available: If you are unsure of your usage rights under this Agreement or you seek additional rights please contact us.**

