

## Ralawise Limited

### LICENCE FOR THE USE OF PHOTOGRAPHS AND IMAGERY

These terms set out how we, Ralawise Limited, allow the use of photographs and images that are available via the image library on our website, [www.ralawise.com](http://www.ralawise.com) (our **Site**), or provided by us from time to time (the **Licence**).

Our Photographic Works are separated into different categories, and each category has its own specific usage rights. For example; each image is provided with a description confirming the territory it can be used in, and how long it may be used for. We also have specific rules (set out in this Licence) on how images containing human models can be used, therefore please read the terms of this Licence carefully.

The Licensee is responsible at all times for complying with the terms of this Licence and the applicable usage rights in respect of the category of Photographic Works the Licensee uses.

By using any Photographic Works, the Licensee accepts and agrees to comply with the terms of this Licence and the Licensee's particular attention is drawn to:

- Clause 3 (**Image Restrictions**); and
- Clause 5 (**Licensee's Obligations**).

If you do not agree to the terms of this Licence please do not:

- click the accept button; and/or
- request that we provide any Photographic Works; and/or
- use any Photographic Works either provided by us or accessed via the Site.

Please see the below chart for a brief view of how different imagery can be used. We do however advise you to read this licence thoroughly to ensure you are not breaching the imagery terms of use.

Use of images	Imagery without a human model		Imagery with a human model	
	Yes	No	Yes	No
Expiry date on images		x	x	
Restricted territories		x	x	
Usage covers B2B	x		x	
Usage covers B2C	x			x
Can alter the images	x			x
Usage covers advertising purposes including signage, point-of-sale, window graphics, billboards, roller banners or vehicle wraps	x			x
Usage covers marketing purposes including brochures, flyers, web, social media or emails	x		x	

## **1 Definitions and interpretation**

1.1 In this Licence the following definitions shall apply:

<b>Account</b>	the user account with the Site that is set up by or on behalf of the Licensee (if any);
<b>Control</b>	that a person owns directly or indirectly more than 50% of the shares or securities of the other person representing the right to vote on all or substantially all matters including the election of directors;
<b>Flat Shot Imagery</b>	the Photographic Works labelled as “flat shots” and (unless stated otherwise) such other Photographic Works which only contain images of products and/or apparel, and which do not depict any human models;
<b>Force Majeure</b>	an event or sequence of events beyond a party's reasonable control (which could not reasonably have been anticipated and avoided by a party) preventing or delaying it from performing its obligations hereunder, including without limitation war, revolution, terrorism, riot or civil commotion, or reasonable precautions against any such; strikes, lock-outs or other industrial action, whether of the affected party's own employees or others; blockage or embargo; acts of or restrictions imposed by government or public authority; explosion, fire, corrosion, flood, natural disaster, or adverse weather conditions. Force Majeure does not include, without limitation, inability to pay, mechanical difficulties, shortage or increase of price of raw materials, over-commitment or market or other circumstances which may make the terms of this Licence unattractive to a party;
<b>Image Library</b>	the function available on the Site that holds, stores and provides access to the Photographic Works which is accessed by the Licensee via the Account;
<b>Intellectual Property Rights</b>	all current and future rights of copyright and design right and all rights in the nature of copyright and design right, and all other rights of whatever nature, in the Photographic Works whether now known or in the future created, to which Licensor is now or may at any time after the date of this Licence, be entitled by virtue of or pursuant to any of the laws in force in any part of the world;
<b>Liability Event</b>	has the meaning set out in Clause 6.1;
<b>Licence</b>	this licence granted by us in accordance with Clause 2.1;
<b>Licensed Images</b>	has the meaning set out in Clause 4.1;
<b>Licensee</b>	the individual or entity to whom this Licence is granted in accordance with Clause 2.1;
<b>Lifestyle Imagery With</b>	the Photographic Works labelled as “lifestyle images” or

<b>Human Model</b>	“photography” and any Photographic Works that contain images depicting human models (whether or not the same have been labelled as lifestyle images or lifestyle photography);
<b>Lifestyle Imagery With Human Model Restrictions</b>	has the meaning set out in Clause 3.1;
<b>Permitted Period</b>	the period of time the Licensee is permitted to access and/or use the relevant Lifestyle Imagery With Human Model as notified by Ralawise Limited to the Licensee from time to time;
<b>Ralawise Limited, we us, our</b>	Ralawise Limited a company registered in England and Wales under company number 1362849 and whose registered office is located at Unit 112, Tenth Avenue, Zone 3, Deeside Industrial Park, Deeside, Flintshire, CH5 2UA;
<b>Photographic Works</b>	any still image, visual representation generated electronically, digitally or any other means including any negatives, prints, original digital files which are made available by Ralawise Limited within the Image Library, or provided by Ralawise Limited to the Licensee from time to time, comprising of the Flat Shot Imagery and the Lifestyle Imagery With Human Model, and all associated Intellectual Property Rights licensed to the Licensee;
<b>Site</b>	means Ralawise Limited website located at <a href="http://www.ralawise.com">www.ralawise.com</a> or such other website as determined by Ralawise Limited from time to time;
<b>VAT</b>	United Kingdom value added tax, any other tax imposed in substitution for it and any equivalent or similar tax imposed outside the United Kingdom;
<b>Working Day</b>	on any day other than a Saturday or Sunday on which the banks in the city of London are open for business;

- 1.2 References to **persons** shall include a natural person, company, LLP, corporate, firm, partnership, joint venture, association, trusts, unincorporated bodies and associations and reference to any Party or person shall include their personal representatives, successors and permitted assigns.
- 1.3 References to the **singular** shall include the **plural** and vice versa, and to the **masculine** shall include the **feminine** and neuter and vice versa.
- 1.4 References to Clauses are to the clauses of this Licence.
- 1.5 References to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and such statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.6 The headings in this Licence are included for convenience only and shall not affect the interpretation or construction of this Licence.
- 1.7 References to **include, includes** and **in particular** or anything similar are illustrative only and none of them shall limit the sense of the words preceding or following them and each of them

shall be deemed to incorporate the expression **without limitation**.

## **2 Duration**

2.1 This Licence shall come into effect on the earlier of the following dates:

- 2.1.1 the date that the Licensee creates an Account and clicks the “Accept” button on the Site;
- 2.1.2 the date the Licensee is provided with any Photographic Works or uses any Photographic Works;

and shall continue until terminated in accordance with Clause 11.

## **3 Image Restrictions**

3.1 Lifestyle Imagery With Human Model is provided with accompanying information which sets out its permitted use and may include:

- 3.1.1 the Permitted Period of the relevant Lifestyle Imagery With Human Model;
- 3.1.2 which geographical territories that the relevant Lifestyle Imagery With Human Model can be used within;
- 3.1.3 any permitted amendments, changes or any further restrictions of use in respect of the relevant Lifestyle Imagery With Human Model;

together “the **Lifestyle Imagery With Human Model Restrictions**”.

## **4 Grant of Licence**

4.1 Subject to the terms of this Licence, in respect of the relevant Photographic Works the Licensee wishes to access and use (the **Licensed Images**) Ralawise Limited grants to the Licensee a non-exclusive, non-transferable licence, without the right to grant sub-licences to:

- 4.1.1 store, disclose, print, copy, reproduce, publish, market, distribute, sell, exhibit or otherwise use or exploit:
  - (a) the relevant Lifestyle Imagery With Human Model in accordance with the Lifestyle Imagery With Human Model Restrictions for the purpose of marketing its business; and
  - (b) the Flat Shot Imagery for the purpose of marketing of its business;
- 4.1.2 amend or adapt the Flat Shot Imagery to incorporate the Licensee’s trademark, service mark or business name for the purpose of marketing its business and store, store, disclose, print, copy, reproduce, publish, market, distribute, sell, exhibit or otherwise use or exploit such Flat Shot Imagery.

4.2 The rights granted to the Licensee under this Licence do not permit it to use Photographic Works contrary to any restriction stated in this Licence or otherwise in a way that is not expressly permitted by this Licence.

## **5 Licensee’s obligations**

- 5.1 The Licensee:
- 5.1.1 may crop the Licenced Images or alter them for technical quality but shall not, other than as permitted under Clause 4.1, otherwise alter the Licenced Images without first obtaining the written consent of Ralawise Limited;
  - 5.1.2 shall use the Lifestyle Imagery With Human Model strictly in accordance with the relevant Lifestyle Imagery With Human Model Restrictions;
  - 5.1.3 shall not use the Licenced Images in a way that is defamatory, pornographic or otherwise unlawful;
  - 5.1.4 shall not, other than as permitted under Clause 4.1.2 use the Licenced Images in conjunction with a trademark, service mark or business name without first obtaining the written consent of Ralawise Limited;
  - 5.1.5 shall only use the Lifestyle Imagery With Human Model for business to business marketing activities including use within brochures, flyers, press releases, websites, email, and social media platforms and shall not use the Lifestyle Imagery With Human Model for physical advertising purposes including signage, point-of-sale, window graphics, billboards, or vehicle wraps;
  - 5.1.6 shall not reproduce the Licenced Images in any secondary reproductions such as compilations, screen shots or via any mode of file-sharing;
  - 5.1.7 shall not permit any Licenced Images to be accessed or used by any third party; and
  - 5.1.8 shall only use the Lifestyle Imagery With Human Model during the relevant Permitted Period and at the expiry of the Permitted Period the Licensee shall immediately cease the use of the Lifestyle Imagery With Human Model.

## **6 Liability**

- 6.1 The following provisions set out the entire liability of Ralawise Limited in respect of:
- 6.1.1 any breach of its contractual obligations arising under and/or in connection with this Licence;
  - 6.1.2 any misrepresentation, mis-statement or tortious act or omission (including negligence but excluding any of the same made fraudulently) arising under or in connection with this Licence;
  - 6.1.3 any other provision of this Licence; and
  - 6.1.4 any act or omission on the part of Ralawise Limited falling within Clauses 6.1.1 to 6.1.3 (inclusive),
- (a **Liability Event**).
- 6.2 Notwithstanding anything to the contrary in this Licence, nothing in this Licence shall limit or exclude Ralawise Limited liability:
- 6.2.1 for death or personal injury resulting from its own negligence;
  - 6.2.2 fraud or fraudulent misrepresentation; or
  - 6.2.3 to the extent that such liability action or exclusion is not permitted by law.

- 6.3 The Licensee is responsible for its use of the Photographic Works and complying with the terms of this Licence and the relevant Lifestyle Imagery With Human Model Restrictions.
- 6.4 Subject to Clause 6.2, the total aggregate liability of Ralawise Limited in respect of all Liability Events whenever arising shall not exceed the sum of £1000.
- 6.5 Subject to Clause 6.2, Ralawise Limited shall not be liable to the Licensee in respect of any Liability Event for any loss or damage which may be suffered by the Licensee (or any person claiming through or under the Licensee) whether the same are suffered directly or indirectly and whether the loss or damage arise in contract, tort (including negligence) or otherwise howsoever, which falls within the following categories:
- 6.5.1 loss of profits or turnover;
  - 6.5.2 loss of anticipated savings;
  - 6.5.3 loss of business opportunity;
  - 6.5.4 loss of goodwill;
  - 6.5.5 loss or corruption of data or information;
  - 6.5.6 damage to reputation; or
  - 6.5.7 any special, indirect or consequential loss,
- provided that this Clause 6.5 shall not prevent claims for direct financial loss that are not excluded by Clause 6.5.1 to 6.5.7 inclusive.
- 6.6 Ralawise Limited shall not be liable for any damage or losses or any additional damage or losses to the extent they arise result of or in connection with any failure of the Licensee to observe and perform its obligations under this Licence.
- 6.7 If a number of Liability Events give rise substantially to the same loss, then they shall be regarded as giving rise to only one claim under this Licence.
- 6.8 Ralawise Limited shall have no liability to the Licensee in respect of any Liability Event unless the Licensee shall have served notice of the same upon Ralawise Limited within 3 months of the date the Licensee became aware or ought to have become aware of the consequences of the Liability Event.
- 6.9 The Licensee declares and acknowledges that it has considered the provisions of this Clause 6 in detail including each of the limitations and considers them reasonable in the circumstances having considered among other factors, the subject matter of this Licence.

## **7 Warranties**

- 7.1 Ralawise Limited warrants and represents to the Licensee to the best of its knowledge and belief that:
- 7.1.1 Ralawise Limited has the right, power and authority to enter into this Licence and grant to the Licensee the rights contemplated herein;
  - 7.1.2 Ralawise Limited is the owner and/or licensee of the Photographic Works and related Intellectual Property Rights;

- 7.1.3 Ralawise Limited has not charged, or assigned by way of security or granted any licence or permission to use the Photographic Works or Intellectual Property Rights to any third party in any jurisdiction; and
- 7.1.4 the Photographic Works are not subject to any claims or litigation, are free from all liens and encumbrances and contain nothing defamatory, indecent or otherwise unlawful or do not infringe any rights (whether of intellectual property or otherwise) of any third party.
- 7.2 All other warranties and representations, whether statutory or implied, are hereby expressly excluded to the fullest extent permitted by law.
- 8 Equitable relief**
- 8.1 The Licensee recognises that its breach or threatened breach of this Licence may cause Ralawise Limited irreparable harm, and that Ralawise Limited may therefore be entitled to injunctive or other equitable relief.
- 9 Entire agreement**
- 9.1 This Licence contains the whole agreement between the Parties relating to its subject matter and supersedes any prior agreements, representations or understandings between them unless expressly incorporated by reference in this Licence. Each Party acknowledges that it has not relied on, and shall have no remedy in respect of, any representation (whether innocent or negligent) made but not expressly embodied in this Licence. Nothing in this Clause limits or excludes any liability for fraud or fraudulent misrepresentation.
- 10 Force Majeure**
- 10.1 A Party will not be liable if delayed in or prevented from performing its obligations hereunder due to Force Majeure, provided that it promptly notifies the other of the Force Majeure event and its expected duration, and uses reasonable endeavours to minimise the effects of that event.
- 10.2 If, due to Force Majeure, a Party is unable to perform a material obligation, or is delayed in or prevented from performing its obligations for a continuous period of more than 90 days the other Party may, within a further 10 days terminate this Licence on notice, otherwise this Licence shall continue in full force and effect.
- 11 Termination**
- 11.1 Either Party may, without prejudice to its other rights and remedies, by notice in writing to the other Party immediately terminate this Licence if the other is in material breach of any of its obligations under this Licence.
- 11.2 Ralawise Limited may without prejudice to its other rights and remedies by notice in writing to the Licensee immediately terminate this Licence:
- 11.2.1 if the Licensee ceases or threatens to cease carrying on business;
- 11.2.2 if the Licensee or any of its Associates undergo a change of Control that is in Ralawise Limited reasonable opinion likely to have a material adverse effect on Ralawise Limited; or

- 11.2.3 is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other or the other enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction.
- 11.3 Ralawise Limited may terminate this Licence immediately upon written notice to the Licensee.
- 11.4 In the event of termination of this Licence:
- 11.4.1 all rights and Licences granted to the Licensee under this Licence will cease; and
- 11.4.2 the Account (if applicable) shall be deactivated, closed and/or suspended.
- 12 Compliance with law**
- 12.1 Each Party shall comply and shall (at its own expense unless expressly agreed otherwise) ensure that in the performance of its duties hereunder, its employees, agents and representatives will comply with all applicable laws and regulations, provided that neither Party shall be liable for any breach to the extent that such breach is directly caused or contributed to by any act or default of the other party or its employees, agents and representatives.
- 13 General**
- 13.1 **Waiver.** No failure or delay by a Party to exercise any right or remedy provided under this Licence or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 13.2 **Remedies.** Except as expressly provided for in this Licence, the rights and remedies provided under this Licence are in addition to, and not exclusive of, any rights or remedies provided by law.
- 13.3 **Variation.** Except as expressly provided in this Licence, no variation of this Licence shall be effective unless it is in writing and signed by an authorised representative of each Party.
- 13.4 **Severance.** If any provision or part-provision of this Licence is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this Licence.
- 13.5 **Third Party Rights.** A person who is not a Party to this Licence has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 13.6 **Partnership.** Nothing in this Licence is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party, except as expressly authorised by the Customer or the Supplier (as the case may be).



13.7 **Entire Agreement.** This Licence constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13.8 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence.

## **14 Notices**

14.1 Any notice given to a Party under or in connection with this Licence shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next Working Day delivery service at its registered office (if a company) or its principal place of business (in any other case), sent by email to such email address as the parties may choose from time to time.

14.2 Any notice shall be deemed to have been received:

14.2.1 if delivered by hand, on signature of a delivery;

14.2.2 if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00 am on the second Working Day (excluding Saturdays, Sundays and public bank holidays) after posting or at the time recorded by the delivery service;

14.2.3 if sent by email, at 9.00 am on the next Working Day (excluding Saturdays, Sundays and public bank holidays) after transmission.

14.3 Clause 14.2 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **15 Governing Law and Jurisdiction**

15.1 This Licence and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

15.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Licence or its subject matter or formation (including non-contractual disputes or claims).