# Disclaimers

ROYALTY FREE END USER LICENCE AGREEMENT
NEWCO 500 LIMITED
1. Introduction
This end user Licence agreement is a non-transferable licence between you and Newco 500 Limited (“Newco 500 ”). Newco 500 is the owner or the exclusive authorised agent for the copyright owners of the Images. This licence agreement covers both the grant to you of a licence in return for payment (a “Licence”) and where specifically referenced and differentiated the grant to you of a “Comp Licence”, should you require it. You should be aware that your use of any of the Images available from Newco 500 are available on these terms only and by downloading or using an Image you agree to be bound by the terms of both the Licence and the Comp Licence where applicable (the “Licences”).
If you are entering into the Licences on behalf of your employer the terms of the Licences apply to your employer and to you as a representative of your employer. If you are acting as an intermediary you represent and warrant to us that you are authorised to act as an agent for the intended Licensee and have full power and authority to bind the intended Licensee. Should the intended Licensee dispute your authority, you will remain bound by thee Licences and liable for any failure of the intended Licensee to comply with the terms of this Agreement
2. Definitions:
2.1. "Digital" means a digital format such as a floppy disk, fixed hard disk, compact
disk ("CD"), DVD, e-mail, ISDN, FTP server, etc. containing Images that have been converted into digital files and provided to you by us subject to these Terms and Conditions.
2.2. “Comp Use” means the use of an Image in a rough layout or temporary test use,
or comprehensive rendering of a work for your client’s approval, presentation or review.
2.3. "Image" or “Images” means the photograph, picture, graphic work, montage, illustration, drawing as well as any image on a computer disk, or on magnetic tape, or transmitted electronically in digital form, or stored in a computer-based

retrieval system, or any other item that may be offered by us to you on the terms of this Licence agreement.
2.4. "Reproduction" or to reproduce means any form of copying, displaying or publication of the whole or part of any Image, whether such Image is altered or manipulated in any way or not by you, and whether reproduced by printing, photography, photocopying, scanning or slide projection by electronic, digital or mechanical means. "Reproduction" also means the downloading and/or storage of an Image by any means, including digitally. "Reproduction" is also understood by you and us to include the use, either in whole or in part, of any Image for producing a comp, layout or presentation, including the display of an Image on an Internet and/or Intranet website.
2.5. “Sensitive Use” means the use of an Image in such a way that it may be deemed
offensive to the model. And includes but is not limited to the use of an Image to associate, imply or indicate involvement by the Model or any subject in the Image in illegal activities, medical conditions or procedures, other health and mental health issues, drug or substance abuse, welfare or economic aid, dating agencies, sexual preference, teen pregnancy, abortion and adoption, political or religious affiliation, smoking or alcohol usage, feminine hygiene, incontinence or impotence.
3. Grant of Licences
Paid Licence Grant
3.1. Newco 500 , in consideration for the payment by you of the licence fee and your
compliance with the terms of the Licence, grants you a non-transferable, nonexclusive,
worldwide, perpetual licence to store, reproduce and use the Image
that you have purchased during this transaction, and any authorised derivatives or copies for your own commercial or non- commercial use as set out in clauses 4 and 5 below but not for any other purposes. Any rights not granted to you by the Licence agreement remain with Newco 500
3.2. Where the Image is acquired by you paying for an individual download or in a storage device such as a CD_ROM or other such media, you may share the Image by creating an image library, image storage jukebox, network configuration or similar arrangement as long as no more than 10 individuals (including you) have access to the Image and only 1 individual may use the Image at any one time within the same legal entity entering into this Licence. If your intended use of the Image would exceed the usage rights above please contact Newco 500 . The contact details for Newco 500 are given in clause 12.
Comp Use Licence Grant

3.3. Newco 500 grants you the non-exclusive, non-transferable right to use the Image
for Comp Use only for a period of 60days from download. It is a condition of the grant of the Comp Use Licence that the Image licensed on this basis will not be (i) distributed by you where distribution in this context includes any Digital format and (ii) Additionally you may not sell, sublicense or otherwise deal with the Image alone or incorporated into any product. All other restrictions under clause 5 apply to the grant of the Comp Use Licence.
3.4. Where Images are acquired on a Comp Use Licence only one individual may access the Image.
Subscription Use
3.5. If you are accessing Images via the Subscription Web Site then only one individual may access the Site and use the Images. If more than one individual is to use the Image then you will need to another licence. If your intended use of the Image would exceed the usage rights above please contact Newco 500 . The contact details for Newco 500 are given in clause 12.
4. Permitted Use
4.1. Under the Licence you may (subject always to any limitations on such use under
clause 5):
4.1.1 use the Image any number of times on a worldwide, unlimited and perpetual basis as part of an advertising and promotional materials, packaging, multi-media including web-design, broadcasting , film/DVD and video, publishing (including for editorial purposes) materials for personal non commercial use:
4.1.2 manipulate, alter or crop the Image;
4.1.3 use the Image in commercial products such as calendars, posters or postcards, or other consumer merchandise or in packaging (provided always that the use of the Image does not permit re-use or redistribution).
4.1.4 use the image in any other manner approved in writing by Newco 500
5. Uses not permitted
5.1. Under the Licence you may not:
5.1.1 sublicense, re-licence, rent, resell or lease the Image to any third party separate or independent from a specific product, website, or similar;
5.1.2 copy or publish the Image to a network or bulletin board, or otherwise distribute or allow any of the Image to be distributed to or used by anyone other than the authorised and licensed users, without the prior written consent from Newco 500 or its authorised representative;;
5.1.3 should you, through the use of the Image under clause 4.1.2, create a derivative work you agree that you do not acquire any copyright through

the use of the Image in that work and your use of the derivative work remains at all times subject to the terms of this Licence. You agree, at Newco 500 ’ request, to assign any copyright therein to Newco 500 at your expense;

5.1.4 use the Image to promote a business that sells or licenses photographic images, or otherwise competes with Newco 500 in any manner;

5.1.5 distribute, sub-licence or resell the Image 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;

5.1.6 display the Images in any digital format or for any digital use at any resolution greater than 72 dpi, other than for editorial or preliminary design work;

5.1.7 incorporate the Image in a logo, trade mark or service mark: you may however use the Image in connection with other aspects of your business (such as its letterhead);

5.1.8 use the Image in any way that might reasonably deemed pornographic, defamatory, libellous or otherwise unlawful or in any way that would constitute Sensitive Use;

5.1.9 use the Images in such a way as to imply that any model depicted in the Image personally uses or endorses a product or service;

5.1.10 use the Image 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;

5.1.11 delete or alter the copyright symbol, the name Newco 500 , or identification number or any other information from the electronic file by which the Image is supplied to you or from any copies of those files;

5.1.12 in any way manipulate the Image or its digital format so as to reverse engineer, disassemble or translate any part of the Image;

5.1.13 make an Image available or use the Image in a Digital format so that the Image can be used for multiple distributions via website templates, electronic greetings or software products. If your intended use of the Image would exceed the usage rights in this clause please contact Newco 500 . The contact details for Newco 500 are given in clause 11.

6. Permissions and Releases

6.1. Neither Newco 500 nor any party on whose behalf Newco 500 licences the Image, makes any representations or warranties with regard to the use of names, people, trademarks, trade dress, logos, registered or copyrighted designs or works of art or architecture or any item capable of proprietary rights protection depicted in the Image, and you must satisfy yourself that all necessary rights,

model releases, property releases, permissions or consents required for Reproduction of the Image are obtained.
6.2. It is a condition of this Licence that obtain any model, property or other permissions and releases for the Image and your intended use of the Image from the applicable right holder any other rights necessary for the intended use of any Image, including without limiting the generality of the foregoing, any personality or publicity rights.
6.3. If any information is provided regarding model and property releases this information is intended solely for general informational use. It should NOT be taken as legal advice or as an answer to specific questions you may have in regards to model or property releases. It remains your responsibility to ensure that you have the correct model, property trademark or other releases necessary for your intended use and that you comply with the relevant local laws. You are advised to seek legal advice if you have specific questions regarding releases. If you choose to download an Image with no model or property release for any other usage than editorial, it is your responsibility to ask a legal professional about your specific use to be sure.
7. Copyright, Copyright Notice and Publication
7.1. No ownership or copyright in the Images shall pass to you by the grant of any the
Licence.
The Image is protected by copyright and a copyright and credit line must be included with the reproduction of our Images in the following format © Newco 500 (together with contributor co-credits, when indicated).
7.2. If our Images are used by you in a print publication you agree to send to us two free samples of the pages containing our Images within thirty days of publication. In other media, alternative evidence of use must be provided to us if requested.
8. Payment Terms
8.1 You agree to pay to Newco 500 the licence fee payable in respect of the Image used by you under the terms of the Licence and no rights are granted until all fees are paid in full. VAT is payable in addition to the Licence Fee.
8.2 Without prejudice to any other right or remedy that it may have, if you fail to pay
Newco 500 on the due date, Newco 500 may charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of HSBC, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment Newco 500 may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998;
9. Termination and Consequences of Breach

9.1 This Licence shall continue in effect until terminated.
9.2 In the event of breach of copyright or breach of any of the terms of this Licence by you or your client, Newco 500 reserves the rights to terminate your Licence without prior notification or refund of any monies. In the event that we terminate you must immediately (a) stop using the Image (b) delete the Image and all copies from all of your electronic and/or magnetic media and destroy all other copies of the Image within your possession or control, or, upon request of Newco 500 , return all such copies to us. Such termination will not relieve you of your payment obligations.
10. Warranty and Indemnification
10.1 Newco 500 warrants the Digital copy of the Image in the form duly purchased by
you to be free from technical defects for a period of 30 days from purchase. Your sole and exclusive remedy for a breach of this warranty shall be at the discretion of Newco 500 the replacement of the Digital copy of the Image or a refund of the price paid by you for the Image. This warranty shall not however apply where the defect arises from any modification, variation or addition to the Image not performed by us or caused by any abuse, corruption or incorrect use or storage of the Image with equipment or software that is incompatible. Newco 500 makes no other warranty, either express or implied, including without limitation any implied warranties of merchantability or fitness for purpose.
10.2 Except as specifically stated in this Licence, or as otherwise required by applicable
law, neither Newco 500 nor its directors, employees, licensors, content providers, contributors, affiliates or other representatives will be liable for damages of any kind (including, without limitation, lost profits, direct or indirect loss, compensatory, consequential, exemplary, special, incidental, or punitive damages) arising out this Licence or your use of, or your inability to use, the Image, whether or not we have been advised of the possibility of such damages.
10.3 Nothing in clause 10 shall seek to limit Newco 500 ’ liability for death or personal
injury caused by the negligence of Newco 500 or for fraudulent misrepresentation.
10.4 You shall indemnify and hold Newco 500 any associated company, employees,
directors, officers, successors and any party on whose behalf we licence Images harmless against all claims, loss, damage, proceedings or costs with respect to:
10.4.1 the reproduction of Images where you have failed to procure effective rights,
model or property releases, permissions or consents;

10.4.2 your use of the Images or in connection with any breach by you of the terms of
this Licence

11. Permission, Recall and Discontinuation

11.1 Newco 500 reserves the right to refuse to grant a licence to use an Image for any
reason;

11.2 At any time Newco 500 may notify you that certain images are no longer available and from the date of such notification the Licence granted to you with respect to that Image shall be terminated with immediate effect. Upon such notification Newco 500 may at its discretion provide you with an alternative image in substitution or refund the fee paid by you for the use of the Licence, or such part of the fee taking into account your use to the date of notification.

12. Contact Details

Where you wish to use an Image in a manner not permitted under this Licence then please contact newco500@gmail.com.

13. Law & Disputes

13.1 This Agreement shall be interpreted, construed and governed by the laws of England. Venue for all disputes arising under this Agreement shall lie exclusively in the English Courts and each party agrees not to contest the personal jurisdiction of these courts. Notwithstanding the foregoing, however, Newco 500 shall have the right to commence and prosecute any legal or equitable action or proceeding before any non-UK court of competent jurisdiction to obtain injunctive or other relief in the event that such action is necessary or desirable.

13.2 No action of Newco 500 , other than an express written waiver or amendment, may be construed as a waiver or amendment of any of these Terms and Conditions of Use. Should any clause of these Terms and Conditions of Use be found unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect.