

# Usage license agreement

## ROYALTY FREE END USER LICENCE AGREEMENT NEWCO 500 LIMITED

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#### Comp Use Licence Grant

3.3. Newco 500 grants you the non-exclusive, non-transferable right to use the

## Image

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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

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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;

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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;

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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

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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

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## 12. Contact Details

Where you wish to use an Image in a manner not permitted under this Licence then please contact [newco500@gmail.com](mailto:newco500@gmail.com).

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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.