

# Usage license agreement

Before you license an image or video check the license of the stock photo supplier in order to be aware about using the image or video. Do you have a copyright or licensing questions do let us know.

## Imageselect Licence Agreement (“LA”)

This is a legal agreement (the “Agreement”) between you or your company, firm or other organization, as applicable, (“you”) and Imageselect BV(“Imageselect”), each a “party” and together the “parties”. Imageselect has been appointed agent by its Contributors to grant this Licence on their behalf.

Please read this Agreement carefully in its entirety before you download or use any Content. By confirming the purchase of the Content or downloading the Content you have selected from this website you agree to be bound by the terms of this Agreement and the Content usage restrictions contained herein or in an Invoice. If you do not wish to accept the terms of this Agreement, please delete the unused Content and notify Imageselect by email to the following address: [support@imageselect.eu](mailto:support@imageselect.eu) within fourteen (14) days from the Invoice date for a full refund.

### 1. Definitions

“*Imageselect Editorial*” Means the section of the Website which contains Content relating to events that have occurred recently, or Content marked in the Imageselect search engine as being newsworthy.

“*Content*” Means the specific copy of the image, footage, video, 360 image, vector, illustration, or graphic available on the Website that you have selected, and which is identified on the Invoice.

“*Contributor*” Means the parties who have submitted Content to Imageselect or have allowed Imageselect to access and obtain the Content.

*“Editorial Royalty Free Licences”* Means the type of licence whereby the Licence Fee in relation to a specific piece of Content is paid once with no additional amounts payable to Imageselect if the Content is reused. All uses are restricted to editorial use as set out in Clause 3.4.

*“Intellectual Property”* Means all patents, rights to inventions, copyright and related rights, moral rights, trademarks, service marks, trade names, trade dress, symbols, logos and designs, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

*“Invoice”* Means the computer-generated or pre-printed invoice or license document provided by Imageselect that may include, without limitation, details of the Content selected, any limitations on the Licence in addition to those specified herein, the key terms of the Licence and the corresponding price for the Licence. The terms contained in the invoice or license document will be incorporated into this Agreement and all references to the Agreement will include those terms.

*“Licence”* Means the non-exclusive (unless otherwise stated in the Invoice) right Imageselect grants to you to use the Content.

*“Licence Fee”* Means any sum or sums payable to Imageselect by you in respect of the Licence.

*“Release”* Means a model or property release or any other release or clearance of a third-party right or other permission which it is necessary or desirable to obtain in respect of your use of the Content.

*“Reproduction”* Includes any form of copying or publication of the whole or part of any Content whether by printing, slide projection or other display (whether or not to an audience), electronic, digital or mechanical means, use as a reference by an artist or in an artist’s illustration or by any other means. Reproduction further includes the copying or distortion or manipulation of the whole or part of any Content (for example, by computer, electronically, digitally by an artist or by any

other means), even though the resulting image or video clip may not appear to a reasonable person to be derived from the original Content.

*“Royalty Free Licence”* Means the type of licence whereby the Licence Fee in relation to a specific piece of Content is paid once with no additional amounts payable to Imageselect if the Content is reused.

*“Terms”* Means the terms and conditions set out in this Agreement and includes the terms contained in the Invoice. In the event of any conflict between the terms contained in the Invoice and those in this Agreement, the terms in the Invoice will prevail.

*“Website”* Means the website owned and operated by Imageselect at URL <https://www.imageselect.eu/> (as amended by Imageselect from time to time).

## 2. Contracting parties

The parties to this contract are Imageselect and you. Imageselect has been appointed agent by written agreement with its Contributors to grant this Licence on their behalf.

## 3. Grant of rights and restrictions

### 1. For all Licences

#### 1. Altering, cropping and manipulating Content

1. Content when used in a news context, whether sourced from the Imageselect Live News feed or the general collection, may be cropped or otherwise edited for technical quality, provided that the editorial integrity of the Content is not compromised and the truth of the Content is maintained, but may not, under any circumstances, otherwise be altered.
2. Content depicting in copyright artwork may be cropped or otherwise edited for technical quality, provided that the original context and setting of the Content is not altered.
3. For all other Content you may alter, crop, manipulate and create derivative works from the Content.

2. You must not incorporate any Content (or any part of them) into a logo, trademark or service mark.
3. Content must not be used as references for creating drawings or other visual works unless specifically authorised in the Invoice.
4. Imageselect does not warrant the accuracy of the captioning, keywording or any other information associated with the Content. In particular you acknowledge that captions, keywording and other information associated with the Content may have been translated from the original language into another language using an automated machine translation process that Imageselect has had no input into or control over and that accordingly Imageselect disclaims any liability for inaccurate, misleading, defamatory, insulting, offensive, infringing or unlawful content created as a result of or arising out of such translation process.
5. You acknowledge that the Content licensed to you may be original Content that has had certain pre- formatting changes carried out by Imageselect, as may be specified on the applicable Invoice. You are solely responsible for ensuring that the Content so altered is suitable and appropriate for your intended use. You agree that any altered Content that gives an untrue representation of reality should not be used for news or current events reporting. You accept that pre-formatting changes carried out to original Content by the Contributor may not be specified on the Invoice.
6. You may not use the Content in a pornographic, defamatory, fraudulent, lewd, obscene or otherwise illegal manner, including but not limited to infringing any third-party Intellectual Property or privacy rights, whether directly or in context or by juxtaposition with other materials.
7. If any Content 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) if the depiction of the model in the Content would be unflattering or unduly controversial to a reasonable person, you must accompany each such use with a statement indicating that the person is a model and the Content is being used for illustrative purposes only.

8. You must abide by any direction, instruction or restriction on use notified to you by Imageselect before or at the time of delivery of the Content, either in the information accompanying the Content, the Invoice or otherwise.
9. Imageselect, after reasonable notice, may inspect any records, accounts and books relating to the Reproduction of any of the Content to ensure that the Content is being used in accordance with this Agreement.
10. Subject to the credit obligations in Clause 4.3, you may store the Content in a digital library, network configuration or other electronic storage system to allow it to be viewed within your organisation and by your clients. When your Licence period (as set out in the Invoice) ends or if your Licence is otherwise terminated, you must promptly delete the Content from your computer, digital library, network configuration or other electronic storage system. Any subsequent reuses of the Content must be agreed with Imageselect in advance of such use to ensure the Content is available to use under the rights you require.
11. The Content may not be sublicensed, resold or otherwise made available for use or distribution separately or detached from a product or web page. For example, the Content may be used as an integral part of a web page design but may not be made available for downloading separately or in a format designed or intended for permanent storage or reuse by website users. Similarly, your customers may be provided with copies of the Content as an integral part of work product but may not be provided with the Content or permitted to use the Content separately.
12. Not all of the Content has Releases. It is your responsibility to check that all necessary Releases have been secured (see Clause 7 below).
13. If you are an intermediary (for example an advertising agency) you may sublicense the Content as part of a derivative work (for example an advertisement) to your client only to the extent strictly necessary for the Content to appear in such derivative work. You may sublicense the rights to your client, by entering their name in the transfer license field on the Invoice. If you sublicense the rights

under this Agreement to your client: (i) you will rescind your rights to use the Content in any other client's work; (ii) liability for the performance of your obligations under this Agreement will not be affected; (iii) you will at all times remain responsible for the acts and omissions of your client under or in connection with this Agreement as though such actions or omissions were performed by yourself it is your responsibility to ensure the client understands and abides by all the Terms.

14. The Content may not be distributed by a mobile phone device or any other device in a way that would allow any third party to download, extract or access the Content as a standalone file.
  15. You acknowledge that certain of the Content is provided to Imageselect subject to arrangements (involving intellectual property and/or any other rights or otherwise), restrictions, or prohibitions imposed by Contributors on the use of such Content. You agree to: (i) comply with any such arrangements, restrictions, or prohibitions imposed by Imageselect and/or its Contributors; and (ii) where appropriate, ensure that certain arrangements (including payment of any applicable third party licence or other fee) are made directly with any such Contributor. Such arrangements, restrictions, or prohibitions will be notified to you in the captions or other metadata of the Content or otherwise in writing.
2. For all Licences except Royalty Free and Editorial Royalty Free Licences.
    1. Imageselect grants to you a non-exclusive (unless otherwise stated on Invoice) right to Reproduce the Content solely in the manner and for the purposes set out in the Invoice.
    2. Use of the Content is strictly limited to the use, medium, period of time, territory and any other restrictions specified in the Invoice or pursuant to Clause 3.1.15. You may utilize the Content in any production process that may be necessary for the intended use specified in the Invoice.
  3. For all Royalty Free Licences (excluding Editorial Royalty Free Licences).

1. Imageselect grants to you a non-exclusive right to Reproduce the Content on a worldwide and perpetual basis solely as part of the following (or as otherwise agreed in writing by Imageselect):

1. advertising and promotional materials (including packaging);
2. online or other electronic distribution systems (including web page design)
3. broadcasts or theatrical exhibition;
4. any products (including for-sale products and gifts) or publications (electronic or print); and/or
5. materials for personal, non-commercial use and test or sample use, including comps and layouts.

4. For Editorial Royalty Free Licences.

1. Imageselect grants you a non-exclusive right to Reproduce the Content on a worldwide basis solely as part of the following (or as agreed in writing by Imageselect):

1. online or other electronic distribution systems (including web page design) of editorial (non-promotional) nature;
2. broadcast or theatrical documentary exhibition;
3. any editorial products or publications (electronic or print); and /or
4. materials for personal, non-commercial use and test or sample use, including comps and layouts for editorial products.

5. For all Royalty Free Licences, including Editorial Royalty Free Licences, the Content may be shared by creating an image library, network configuration or other similar arrangement so long as only individuals employed by the same entity have access to the Content.

4. Credit and Copyright issues

1. No ownership or copyright, if applicable, in any Content will pass to you by the issue of the Licence. You acknowledge that, with the exception of certain Content that may be in the public domain (for which you are obtaining access rights), all right, title and interest in and to the Content, including, without limitation, any applicable Intellectual Property rights therein remain with the Contributors, and nothing contained herein will be construed to convey any rights or proprietary interest in the Content other than the specific rights granted in Clause 3 herein.
2. Unless otherwise agreed in writing, if any Content is Reproduced by you for editorial purposes (i.e. for any non- promotional purpose) you must include the credit line "(Photographer's or Agency's name)/Imageselect Stock Photo", or any other credit line specified by Imageselect .
3. The Content as stored, shared or otherwise made available by you, must at all times retain any Imageselect source credit, the name of any artist (if applicable), the Content identification reference number, any third party credit or notice and any other information or metadata ("Content Information") that is embedded in or provided with the electronic file that comprises any Content .. Failure to maintain the integrity of the Content Information referred to in this Clause 4.3 will constitute a material breach of this Agreement.
4. In connection with the use of "Imageselect " or any other of Imageselect 's, its partners' or Contributors' trade names, trademarks, logos or service marks, including the names of all Content collections ("Marks"), you acknowledge and agree that: (i) such Marks are and will remain the sole property of Imageselect , its partners or Contributors (as applicable); (ii) nothing will confer upon you any right of use in or to the Marks; and (iii) you will not now or in the future contest the validity of the Marks.
5. You will immediately notify Imageselect if you become aware or suspect that any third party has gained access to the Content through you, is wrongfully using the Content, in whole or in part, or is violating any of Imageselect 's or any third party Intellectual Property rights.

## 5. Warranty and limitation of liability

1. Imageselect guarantees that should any Content contain defects in material or workmanship which are notified in writing to Imageselect



within fourteen (14) days from the date of delivery of the Content, then Imageselect will either replace that Content with another digital copy of the Content free from defect or refund the Licence Fee paid by you to the extent attributable to the defective Content, at Imageselect 's option.

2. Where copyright subsists in the Content, Imageselect warrants that it is authorised by the copyright holder to offer a licence on the terms set out in this Agreement.
3. Imageselect makes no other warranty, express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. Neither Imageselect nor its Contributors will be liable to you or any other person or entity by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this Agreement for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Imageselect , its servants or agents or otherwise) which arises out of or in connection with this Agreement, even if Imageselect has been advised of the possibility of such damages, costs or losses. Imageselect 's maximum liability arising out of or in connection with this Agreement and in relation to with your use of or inability to use the Content will be limited to ten (10) times the value paid by you for the relevant Content.
4. The terms of Clause 5.3 will not preclude any liability or claim: (i) for death or bodily injury; (ii) for fraud; (iii) arising from willful default or gross negligence on the part of Imageselect or any of its employees, agents or otherwise; or (iv) which cannot be excluded or limited by law.. Each provision of Clause 5.3 is to be construed as a separate limitation (applying and surviving even if for any reason one or other of such provisions is held to be inapplicable, unreasonable or unenforceable in any circumstances) and will remain in force notwithstanding the termination of this Agreement.
5. Notwithstanding any other provisions of this Agreement, each party acknowledges that the Website may contain archival or other collections that include Content that are not protected by copyright, in the public domain or for which copyright ownership is unknown and that in respect of such Content:

1. Imageselect or its Contributors do not purport to have any Intellectual Property rights in such Content and are solely providing you with access to their copy based on your compliance with the terms of this Agreement; and
2. other copies of such Content may be available elsewhere for free.

## 6. Payment

Any Reproduction of the Content by you or on your behalf must be reported to Imageselect as soon as practicable, and in any event within four (4) months of your download or receipt of the Content (whichever is earlier). Any failure in such reporting and/or delay in receipt of the Licence Fee by Imageselect constitutes a material breach of this Agreement. Such material breach entitles Imageselect to immediately terminate this Agreement and may, in some instances, constitute an infringement of copyright and/or other Intellectual Property rights.

## 7. Release information

1. Unless the Content is marked as having a Release available on the Website at the time you download or order it, Imageselect gives no representations or warranties whatsoever: (i) as to the existence of any Releases associated with the Content; or (ii) with respect to the use of names, trademarks, logos, uniforms, registered or copyrighted designs or artistic works depicted in any Content.
2. You must satisfy yourself that all Releases as may be required for the Reproduction of the Content have been secured and are appropriate for your intended use. You are solely responsible for obtaining all such Releases and will be solely liable in the event that a suitable Release is not obtained. If you are unsure as to whether any Releases are needed for your Content usage, then it is your responsibility to consult with relevant parties. You will not rely upon any representation or warranty given by Imageselect employees or representatives save as set out in this Agreement.

## 8. Indemnity

You will indemnify and keep Imageselect and its Contributors indemnified against any and all claims, damages, losses, expenses or costs, including reasonable legal

costs, arising in any manner whatsoever from: (i) your unauthorised use of any Content; (ii) any third party claim in relation to your failure to secure any necessary Releases; and (iii) any other breach by you of any of your obligations under this Agreement. The terms of this Clause 8 will survive the expiration or earlier termination of this Agreement.

## 9. Licence fee

The Licence Fee depends on the nature of the rights granted. You agree to notify Imageselect in the event that you wish to expand the usage for the Content and pay any additional Licence Fee. Use of any Content in a manner not specifically authorised under the terms set out in the Invoice or otherwise in the Agreement constitutes a material breach of the Agreement and may in some instances constitute an infringement of copyright and/or other Intellectual Property rights.

## 10. Licence cancellation

1. If you haven't used the Content file you may cancel the Licence and get a full refund within fourteen (14) days of the Invoice date. You'll need to send us an email [finance@Imageselect.eu](mailto:finance@Imageselect.eu), with the Invoice number and the Content file number/image reference number. If you cancel, you will not be able to use the Content and you will need to remove it from your archives.
2. In addition, Imageselect may terminate or withdraw your Licence in relation to the Content based on a potential or actual legal claim. Upon such termination or withdrawal, you and your client (if applicable) must immediately discontinue all future use of the Content, delete the Content and all copies from all magnetic/electronic media and destroy all other copies in its or your possession or control. Imageselect may replace the Content with alternate Content upon its discretion.

## 11. Confidentiality

Each party agrees and undertakes that, both during and after the term of this Agreement, it will keep confidential, will not use for its own purposes and will not without the prior written consent of the other party disclose to any third party (other than to any company in either party's group of companies) any information concerning the business and affairs of the other (including the terms (but not the fact) of this Agreement) which may become known to such party in connection

with this Agreement unless such information is public knowledge other than as a result of a breach of this paragraph, has been independently acquired from a third party without restriction on disclosure, or is required by law or any regulatory body or for the purposes of litigation by or against either party to be disclosed.

## 12. Data Privacy

We will collect and process personal information either submitted by you or collected by us to enable us to perform our contractual obligations to you and to provide services related to this Agreement. We will at all times adhere to applicable data protection laws and will process your personal information in accordance with our Privacy Policy.

## 13. Overdue Invoices

1. Unless otherwise agreed by us in writing, all Invoices are payable by you within fifteen (15) days.
2. If you do not make full payment of an Invoice on time, we reserve the right to: (i) charge interest on the outstanding amount from the date payment was due until payment is received by Imageselect ; and/or (ii) terminate the Licence and/or suspend further services for you.

## 14. Condition of Content

You should make sure that you examine the Content for possible defects (whether digital or otherwise) before sending the Content for Reproduction. Subject to Clause 5.1, Imageselect will not be liable for any loss or damage suffered by you or any third party arising from any alleged or actual defect in any Content or its caption or in any way from its Reproduction.

## 15. Downtime

Due to the nature of server provision, downtime and lost transmissions may occur as part of routine maintenance. You are advised to maintain a copy of your account status and details of Content purchased.

## 16. Miscellaneous terms

1. The Licence will terminate immediately if you: (i) enter into voluntary or compulsory liquidation, have a receiver appointed, or suffer any other insolvency or bankruptcy event, (ii) cease or threaten to cease to carry on trading (if applicable); or (iii) commit a material breach of this Agreement and, if such breach is remediable, it is not remedied within fourteen (14) days of receipt of notice requiring remedy. In the event of termination, all rights granted will immediately revert to us and any further exploitation of any Content may in some instances constitute an infringement of copyright and/or other Intellectual Property rights.
2. The Licence is conditional on you not being aware of or having received, prior to licensing any Content, any correspondence, representations, complaints or claims from Imageselect or third parties (collectively 'Claims') alleging that the Content in question is in breach of copyright or other third party Intellectual Property rights or is in some other way unauthorised. Any such Claims existing at the time the Content is purported to be Licenced will render any Licence granted void from the beginning. Any use of in-copyright Content in a manner not expressly authorised by this Agreement may constitute copyright infringement, entitling Imageselect to exercise all rights and remedies available to it under copyright laws around the world. You will be responsible for any damages resulting from any such copyright infringement, including any Claims by a third party. In addition, and without prejudice to Imageselect's other remedies under this Agreement, Imageselect reserves the right to charge and you agree to pay a fee equal to up to five (5) times Imageselect's standard Licence fee for the unauthorised use of the Content.
3. No variation of any of these Terms will be effective unless in writing and signed by Imageselect and you.
4. The failure or delay by either party to enforce at any time any one or more of the terms or conditions of this Agreement will not be a waiver of such rights or any other rights.
5. In the event of any inconsistency between the Terms and the terms contained in any purchase order or other communication sent by you, the Terms of this Agreement will prevail.

6. Each party acknowledges that, in entering into this Agreement, it has not relied on any representation made by the other party that has not been set out in this Agreement.
7. Neither party will be liable to the other under or in connection with this Agreement for any failures, interruptions, delays or other matters of a similar nature arising out of circumstances beyond its reasonable control.
8. Subject to Clause 3.1.13, neither party will assign, sub-contract, sub-license or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party, not to be unreasonably withheld or delayed.
9. The parties agree that for the purpose of Section 1(2) of the Contracts (Rights of Third Parties) Act 1999 no term of this Agreement shall be enforceable by a third party.
10. If any provision of this Agreement is held to be void or unenforceable in whole or in part, this Agreement will continue in force in relation to the unaffected provisions and the remainder of the provision in question.
11. This Agreement, its validity and effect, will be interpreted under and governed by the laws of England and be subject to the exclusive jurisdiction of the English courts. If Imageselect is required to enforce its rights as a result of any breach of these terms, whether legal proceedings are commenced or not, you agree to indemnify Imageselect in respect of all reasonable legal fees and costs incurred by Imageselect in relation thereto.

## Terms and conditions of sale for credit accounts

### 1. Interpretation

#### 1. In these conditions:

“*Buyer*” means the person who makes the purchase of the Image(s)/Footage online through the Imageselect Website or who authorises the Seller to make a purchase on their behalf.

“*Image(s)/Footage*” means the digital Image(s)/Footage that is supplied via the Website to the Buyer to fulfil their purchase.

“*Seller*” means Imageselect Limited, a company registered in England and Wales under number 3807789.

“*Conditions*” means the standard terms and conditions of sale for credit account customers set out in this document and includes any special conditions agreed in writing between the Buyer and the Seller.

“*Contract*” means the contract for purchase and sale of Image(s)/Footage

“*Website*” Means the website owned and operated by Imageselect at URL <https://www.Imageselect.eu> (as amended by Imageselect from time to time).

“*Writing*” includes email or postal service

1.

2. The headings of these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of the sale

1. 2. The Image(s)/Footage may be purchased in a number of ways, either directly by the Buyer online using the Imageselect Website or by the Buyer directing an employee of the Seller to purchase the Image(s)/Footage for them. In all cases the Buyer acknowledges that the sale has occurred.

3. The Buyer agrees that all Image(s)/Footage sales are governed by the Licence Agreement.

4. The Buyer acknowledges that the Licence Agreement referred to in clause 2.ii is liable to change and the Licence Agreement in place on the Website at the time of each Image(s)/Footage sale determines the Licence Agreement applicable to that sale.

5. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

## 2. Price of the Image(s)/Footage

1. 2. The Seller shall sell and the Buyer shall purchase the Image(s)/Footage at a price which can be set in a number of ways. The Buyer may purchase the Image(s)/Footage at a price given by the Seller's price calculator on the Website, by the Buyer agreeing a quotation with the Seller, or in line with a price Agreement already agreed upon by the Buyer and the Seller.
3. The price may be exclusive of any applicable Value Added Tax (VAT) or other tax on sales, which the Buyer shall additionally be liable to pay the Seller.

## 2. Terms of payment

1. 2. Subject to any special terms agreed between the Buyer and the Seller the Seller will invoice the Buyer once the order process is complete on the Imageselect Website.
3. The Buyer shall pay the price of the Image(s)/Footage within 15 days of the date of the Seller's invoice. Any alterations to this payment term have to be agreed in Writing with the Seller. Receipts for payment will only be issued upon request.
4. The Seller operates a "Cancellation Policy" the terms of which are available in the licence cancellation clause in the Licence Agreement available through the Website and on each invoice. The Seller reserves the right to change this policy without notice.
5. Bank charges. The Buyer will pay for the Buyer's bank charges and not deduct these from any amount owed to the Seller.



6. If the Buyer fails to make payment on the due date then, without prejudice to any other remedy available to the Seller, the Seller shall be entitled to:
  1. Cancel the Contract or suspend further services for the Buyer.
  2. Charge interest on overdue invoices and reasonable recovery costs. The Seller understands and will exercise our statutory right to claim interest and compensation for debt recovery costs under late payment legislation if we are not paid according to agreed terms.
    1. For account holders in the EU and the UK: Interest will be charged at the ECB base rate plus 7%.
    2. For account holders in the US and Rest of the World: Interest will be charged at the Bank of England base rate plus 8%.

## 2. Credit Account Terms

1.
  2. The Buyer agrees that the Seller has the right to set credit limits on the account as they see fit and to withhold further credit at the Seller's discretion.
  3. The Seller has the right at all times to terminate the credit account and not to allow any future purchases.

## 2. Insolvency

1.
  2. This clause applies if:
    1. The Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject of an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
    2. An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

3. The Buyer ceases, or threatens to cease, to carry on business; or
4. The Seller reasonably suspects that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

3. If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries of Image(s)/Footage to the Buyer without liability to the Buyer, and if the Image(s)/Footage have been delivered but not paid for then the price for them shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## 2. Data Protection

1. 2. We shall process any personal information submitted by the Buyer to Imageselect under these Conditions in accordance with our Privacy Policy.

## 2. General

1. 2. Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or other such address as may at the time be relevant having been notified pursuant to this provision to the party giving notice.
3. The Seller's Licence Agreement will apply exclusively to all dealings between the Seller and the Buyer.
4. No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
5. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected.

6. The Contract shall be governed by the laws of The Netherlands and the Buyer agrees to submit to the non-exclusive jurisdiction of the courts in The Netherlands