

RIGHTS-MANAGED LICENCE AGREEMENT

Last updated: January 2013

Our rights-managed images are licensed with restrictions on usage, such as limitations on size, placement, duration of use and geographic distribution. You will be asked to submit information concerning your intended use, which will determine the scope of usage rights granted.

TERMS & CONDITIONS OF USE

Our rights-managed license is for a specific, one-time use, for a specified time. The fee for using the image is calculated from several factors including use, medium, duration of use, print run, placement, size and geographic distribution. The customer must declare the intended use of the image before licensing, at the latest, prior to technical utilization. According to the customers declaration we will grant permission for utilization of the delivered image(s).

The Agreement

This is a legal agreement between you or your company, firm or other organisation (the "Client"). All images on this site are owned by either Marc Atkins or Françoise Lacroix (the "Photographer(s)").

Please read this agreement carefully in its entirety before you download or use any image. By confirming the purchase of the image(s) or downloading the image(s) you have selected from this website, you agree to be bound by the terms of this agreement and the image usage restrictions contained herein. If you do not wish to accept the terms of this agreement, please delete the unused image(s) and notify panoptika.net by email to the following address: photo@panoptika.net within ten days from the invoice date for a full refund.

Grant of licence

The Photographer grants to the Client an exclusive (see below), non-sublicensable right to reproduce the licensed image identified in the invoice, solely in the manner and for the purposes set out in the Invoice. This right may be exercised by subcontractors of licensee (including Purchaser) for preparation of the licensee work, provided that such subcontractors agree to abide by the terms of this agreement.

It is hereby agreed and accepted that the licence as agreed in the invoice delivered to the Client is contingent and takes effect only upon payment by cleared funds to the supplier (the Photographer) of the fee.

Model and Property Releases

You must satisfy yourself that all necessary rights, consents or permissions as may be required for reproduction of the image have been secured.

Exclusivity

Our images are available to licence only from this site. Our licence terms contain exclusivity as standard; we give the client exclusivity for the period of time, in the specific territories and industry agreed.

Use of the licensed image is strictly limited to the use, medium, period of time, print run, placement, size of licensed image and territory as stated in the invoice. The Client may utilise the licensed image in any production process as may be necessary for the intended use.

The Client shall be liable for any use or exploitation of any image which is outside the scope of the terms of this licence where such use or exploitation is by someone who has been authorised by the Client or supplied (either directly or indirectly) with the image by the Client.

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RIGHTS-MANAGED LICENCE AGREEMENT continued

continued from page 1 '**Exclusivity**'...

This is a personal licence to the Client and neither the licence nor any rights or permissions arising under it may be assigned, transferred, sub-licensed or charged to third parties or otherwise dealt with in any way without the prior written consent of the Photographer. Unless additional rights are stipulated and granted in the invoice the licensed image may not be used for any other commercial, promotional, endorsement, advertising or merchandising use. The licensed image shall not be incorporated into a logo, corporate ID, trademark or service mark, without obtaining the prior written consent of the Photographer.

You may not alter, crop, manipulate or create derivative works from the Image(s) without obtaining the prior written consent of the Photographer.

Any subsequent re-uses of the Image must be agreed with the Photographer in advance of licensing to ensure the image is available under the rights you require.

In the event that the Client wishes to change, extend or vary the nature of the authorised exploitation, an additional licence shall be required and additional fees may be payable.

Electronic invoicing

The Client agrees to receive invoices from the individual photographer electronically via email.

The Photographer may render its invoice at any time following delivery of the image to the Client. The Client shall pay the licence fee within 30 days of the date of the invoice.

Copyright

Photograph copyright credit - All licensed images sold must include the following credit line adjacent to the licensed image: "[photographer's name]/panoptika.net". If the licensee omits the credit, an additional fee in an amount up to fifty percent (50%) of the Licence Fee may be payable by Licensee.

Interest on overdue invoices

If the licensee fails to pay the invoice in full within the time specified in the invoice, the photographer may add a late payment charge of £40 (60 USD or €50) or three percent (3%) per month, whichever is greater, on any unpaid balance until payment is received.

Unauthorised Use and Termination

Any use of our images not expressly authorised by this agreement constitutes copyright infringement, entitling us to exercise all rights and remedies available to it under copyright laws around the world. Licensee shall be responsible for any damages resulting from any such copyright infringement, including any claims by a third party. In addition we reserve the right to charge and Licensee agrees to pay a fee equal to up to five (5) times our standard Licence fee for the unauthorised use of the Licensed Material. We reserve the right to terminate this Agreement in the event Licensee: (i) enters the Agreement after having received notice of unauthorised use relating to the Licensed Material; (ii) provides inaccurate information regarding its proposed use of the Licensed Material at the time of entering the Agreement; (iii) fails to pay the Licence Fee on the due date; or (iv) otherwise breaches the terms of this Agreement. Upon termination, Licensee must immediately (I) stop using the Licensed Material; and (II) destroy or, upon our request, delete the Licensed Material in the possession or control of Licensee.

Proof copy

The Client is to provide one physical or electronic proof copy, of the material making use of the licensed image, within 30 days of the image use start date or publication date.