



Colour Balance Images: Licence to Download Images

1. Introduction

- 1.1 The Colour Balance Images site (the **Site**) is owned and operated by Colour Balance Images Limited a company registered in England and Wales with company number 10841279, and registered office at 92 St. Clements Avenue, London E3 4RJ (**we, us**). By using the Site and/or accessing, downloading and using any photographs on the Site (the **Images**) you agree to be bound by these terms and conditions (the **Terms**). These Terms affect your legal rights and obligations so please read them carefully. If you do not agree to be bound by these Terms, do not use the Site. If you have any questions, you can contact us at contact [at] colourbalanceimages.com.
- 1.2 We reserve the right to update these Terms from time to time at our discretion. If we do so, the updated version will be effective as soon as it is accessible. You are responsible for regularly reviewing these Terms so that you are aware of any changes to them.

2. Image Licence

- 2.1 Subject to receipt of the appropriate fee, you have a non-exclusive, worldwide limited right to use and reproduce an Image. Before you can download an Image for use, you will view [and accept] the limits on use, including duration, media, number of downloads and frequency of use.
- 2.2 Your Image usage rights depend on whether you have a standard commercial licence or an extended commercial licence. You agree to comply with the usage rights for the licence that you have selected and paid for.
- 2.3 Notwithstanding any other provision of the licence to use an Image, you may not:
- (a) use an Image in association with any other content that infringes any third party intellectual property rights, is unlawful, offensive or breaches any laws, regulations or codes of conduct;
 - (b) register or attempt to register as a trade mark any Image or any part of an Image or otherwise use an Image as a trade mark;
 - (c) challenge the ownership rights in respect of an Image or claim that you own the copyright in an Image;
 - (d) use the Images in any way that is misleading, defamatory, infringing, libellous, disparaging, obscene or otherwise objectionable or prejudicial to us in any respect, or is discriminatory of any group of people or is sexually explicit, depicts or promotes war, violence or hatred, or shows animal cruelty or violence towards animals;
 - (e) sell, sub-license or use the Image in a way that allows others to download or redistribute it as a stand alone file;
 - (f) produce and/or sell merchandise featuring the Image.



2.4 All use of an Image under an extended commercial licence shall include the following attribution: 'Image used under licence from Colour Balance Images / [creator name]'. You may not otherwise use the name Colour Balance Images without our prior written consent.

2.5 At our request, you shall provide to us a written report on all uses made by you of any of the Images.

3. Fee and Registration

3.1 In order to download and use an Image, you are required to pay a fee, either a one off fee, or a non-refundable, monthly subscription fee. The fee must be paid in advance through PayPal.

3.2 We will collect and process your personal information through your use of the Site when you register in accordance with the terms of our Privacy Policy.

3.3 You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or password.

3.4 If you are accessing, downloading and using Images on behalf of your own client, you shall:

- (a) provide details of your client to us at our request;
- (b) procure that your client complies with the provisions of these Terms, in particular Condition 2; and
- (c) agree that breach by your client shall be deemed to be breach by you.

4. The Site

4.1 You may use the Site only for lawful purposes. You agree not to try to gain unauthorised access to the Site or any networks, servers or computer systems connected to the Site and/or reproduce, redistribute, sell, create derivative works from, decompile, reverse engineer, or disassemble all or part of the Site save to the extent expressly permitted by law.

4.2 We will use reasonable endeavours to make the Site available to you at all times. However, there may be occasions when access to the Site may be interrupted, including for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.

4.3 We reserve the right to remove any Images or features from the Site at any time and for any reason.



5. Our Content

5.1. The copyright in all material contained in the Site including all information, data, text and all source code and other software is owned by or licensed to Colour Balance Images (**Our Content**). All rights are reserved. Except in relation to use of the Images under Condition 2, you can view, print or download extracts of Our Content for your own purposes, but you cannot otherwise copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit, disseminate in any form whatsoever or use Our Content without our permission.

5.2 We use reasonable endeavours to ensure that we have the permission of the owner of the copyright to reproduce the Image on the Site. However, if you believe that any Image infringes your copyrights, you may submit a notice to us including the following information:

- (a) a physical or electronic signature of a person authorised to act on behalf of the owner of any exclusive right that is allegedly infringed;
- (b) identification of the copyright work claimed to have been infringed;
- (c) identification of the material that is claimed to be infringing;
- (d) information reasonably sufficient to enable us to contact you, including your name, email and/or postal address;
- (e) a statement that you have a good faith belief that use of the material on the Site is not authorised by the copyright owner, its agent and/or the law; and
- (f) a statement that the information in the notice is accurate and under penalty of perjury, you are authorised to act on behalf of the owner of an exclusive right that is allegedly infringed.

5.3 You shall and shall procure that your client shall immediately cease using the Image and delete or destroy any copies of the Image in our possession or control if we notify you that the Image may be the subject of a claim of infringement or unauthorised use, or if you become of such a claim. At our request, you shall certify in writing that you have complied with the provisions of this section.

6. Links to third party content

6.1. The Site may contain links to websites or apps operated by third parties. We do not have any influence or control over any such third party websites or apps and we are not responsible for and do not endorse any third party websites or apps or their availability or content.

6.2 We accept no responsibility for adverts contained within the Site. If you agree to purchase goods and/or services from any third party who advertises in the Site, you do so at your own risk. The advertiser, and not Colour Balance Images, is responsible for such goods and/or services and if you have any questions or complaints in relation to them, you should contact the advertiser.

7. Liability and disclaimer – Your attention is particularly drawn to this section

7.1 We warrant that we take reasonable skill and care to make available the Site, Our



Content and the Images. Subject to that warranty, and to the extent permitted by law, you agree that we exclude all warranties in relation to the Site, Our Content and the Images, whether implied by statute, common law or otherwise, including any warranty, term or condition as to satisfactory quality, performance, fitness for purpose, availability and non-infringement. Without prejudice to the provisions of this Condition 7.1, we do not warrant that any individual featured or trade mark included in an Image may be used and/or reproduced by you without the consent of the individual and/or the owner of the trade mark in question.

- 7.2 If you are a consumer and the Site damages a device or any digital content belonging to you because of our failure to use reasonable care and skill, we will either repair the damage or pay you compensation up to £50. Otherwise, our maximum liability to you in relation to use of the Site is a refund equal to the total fees you have paid to us during the previous 6-month period.
- 7.3 To the extent permitted by law, we will not be liable to you for any indirect or consequential loss, damage or expenses howsoever arising out of your use of the Site, Our Content and/or the Images whether or not advised of the possibility of the same.
- 7.4 Nothing in these Terms is intended to limit any rights you might have as a consumer or to limit our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation or for any other liability that may not be excluded or limited by applicable law.

8. Indemnity

- 8.1 You shall defend, indemnify and hold harmless Colour Balance Images and its directors and employees from all damages, liabilities and expenses (including reasonable legal fees) arising out of or in connection with your use of the Images in breach of any of these Terms and/or your use of an Image featuring any individual or including any trade mark without the consent of the individual and/or the owner of the trade mark in question.

9. Termination

- 9.1 You may terminate your subscription on notice to us at customers [at] colourbalanceimages.com to be received at least 3 days before your next monthly payment is due. No refunds of fees paid are due or payable irrespective of when we receive your notice to terminate a subscription.
- 9.2 Without prejudice to any other rights or remedies available to us, we may suspend or terminate your Colour Balance Images account on notice to you in writing if:
- (a) you have breached any provision of these Terms;
 - (b) we cannot verify or authenticate any information you provide to us; and/or
 - (c) we determine that your conduct could damage our reputation.
- 9.3 On termination of your Colour Balance Images account under Condition 9.2 (but not for the avoidance of doubt under Condition 9.1):
- (a) your right to use the Images shall cease and you shall cease all use of the



Images;

- (b) you shall destroy or delete all copies of the Image in your possession or control; and
- (c) at our request, you shall certify in writing that you have complied with the provisions of this section.

10. General

- 10.1 In these Terms (a) headings are for convenience only and do not affect interpretation; (b) words in the singular include the plural; and (c) including means including but not limited to.
- 10.2 These Terms (as amended from time to time) constitute the entire agreement between you and Colour Balance Images concerning your use of the Site and the Images.
- 10.3 If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties and all other provisions shall remain in full force. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.
- 10.4 These Terms are personal to you and you may not assign or transfer your rights under these Terms. We may assign our rights under these Terms, without notice or consent to you.
- 10.5 All notices to be sent to Colour Balance Images shall be sent to contact [at] colourbalanceimages.com. All notices to you will be sent to the email set out in your Colour Balance Images account.
- 10.6 These Terms shall be governed by and construed in accordance with English law and you agree to submit to the exclusive jurisdiction of the English Courts.

Last updated: April 2018