



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**). If you wish to upload any photographs to 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 contributors@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. Images

2.1. On creation of a Colour Balance Images account, you may upload Images to the Site. You agree that we may, at our sole discretion remove any Image from the Site at any time and without notice to you.

2.2. You hereby grant to us a worldwide, non-exclusive right and licence to:

- a) copy, reproduce, transmit, publish and distribute the Images on the Site and in marketing materials relating to the Site;
- b) allow users of the Site to access, download, view and use the Images in accordance with the Licence Terms of Use; and
- c) use your name and likeness and any other information you provide to us about you in relation to the Images.

2.3. You acknowledge and agree that you have no right to any personal information relating to any user who accesses, downloads, views and/or uses any of the Images.

2.4. You warrant and represent that:

- a) you are the photographer/designer/illustrator of the Image, or you have the written agreement from the photographer/designer/illustrator of the Image to allow you to upload the Image to the Site and grant the licence under Section 2.1 above;
- b) we may exercise the licence under Section 2.1 above without the permission and/or payment of any royalties to any third party, including in relation to trade marks, image rights or rights of privacy; and
- c) you and/or the photographer/designer/illustrator of the Image as the case may be have not assigned your rights in the Images and/or granted an exclusive licence in respect of



the Images to any third party.

- 2.5. You further warrant and represent that the Images do not include any content that:
- a) is unlawful, offensive or breaches any laws, regulations or codes of conduct;
 - b) is defamatory, infringing, libellous, disparaging, obscene or otherwise objectionable;
 - c) is discriminatory of any group of people or is sexually explicit;
 - d) is obscene, offensive, hateful or inflammatory;
 - e) depicts or promotes war, violence or hatred;
 - f) shows animal cruelty or violence towards animals.

3. Your Relationship with Colour Balance Images

- 3.1. 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.
- 3.2. 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.
- 3.3. You will receive a quarterly statement showing how often your Images have been downloaded and the fee due to you for such Images. We shall pay to you the fee due on a quarterly basis provided that the fee is above £10. All bank transfer fees due and any taxes due on international transfer shall be met by you. Alternatively these payments can be made by PayPal.
- 3.4. You undertake and agree to act in good faith at all times in your relations with Colour Balance Images and shall not act in any way that may be detrimental to Colour Balance Images or the Colour Balance Images brand.

4. Confidentiality

- 4.1. For the purposes of these Terms, “Confidential Information” means all information whether written or oral and in whatever medium which comes into your possession and relates to the business, products, financial and management affairs, including fees charged, customers, employees or authorised agents, plans, proposals, strategies or trade secrets.
- 4.2. Whilst these Terms are in force and after termination you shall keep confidential, and shall not use (other than for the purposes of these Terms) and shall not disclose to any third party any of our Confidential Information, unless such Confidential Information:
- a) was public knowledge;
 - b) subsequently becomes public knowledge other than by breach of these Terms; and/or



c) subsequently comes lawfully into your possession from a third party.

4.3. You shall be entitled to disclose our Confidential Information if required to do so by any court, governmental or other administrative authority or regulatory body competent to require disclosure.

5. Liability and Indemnity

5.1. We give no warranty, express or implied, that you will receive any fees as a result of your Images being uploaded to the Site.

5.2. 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 any breach of the warranties and/or representations in Section 2.

6. Termination

6.1. Either party may give written notice to the other party terminating these Terms with immediate effect:

- a) on written notice of 30 clear days' (not including the date of receipt) to the other;
- b) if the other party commits any serious breach of any of the terms of these Terms; and/or
- c) if the other party enters into liquidation compulsorily or voluntarily or compounds with its creditors or has an administrator, receiver or administrative receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of debt (except where any action occurs for the purposes of reconstruction or amalgamation whilst solvent) or anything similar or analogous occurs in any jurisdiction.

6.2. Notwithstanding termination, you agree that we shall be entitled to retain a copy of the Image on our systems for archival purposes.

6.3. Termination of these Terms however caused shall be without prejudice to any rights or liabilities accrued at the date of termination. Any terms which by their nature should continue post termination of these Terms shall so continue.



7. General

- 7.1. 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.
- 7.2. These Terms constitute the entire understanding between the parties with respect to the subject matter of these Terms and supersede all prior agreements, negotiations and discussions between the parties relating to them and any terms implied in the normal course of business. No amendment or variation of these Terms and Conditions shall be effective unless in writing and signed by a duly authorised representative of each of the parties.
- 7.3. The parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver, and to exercise their rights and perform their obligations under these Terms.
- 7.4. The failure of a party to exercise or enforce any right under these Terms and Conditions shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter.
- 7.5. If any part of these Terms and Conditions shall be found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions.
- 7.6. 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.
- 7.7. All notices to be sent to Colour Balance Images shall be sent to contributors@colourbalanceimages.com. All notices to you will be sent to the email set out in your Colour Balance Images registration.
- 7.8. These Terms shall be governed by and construed in accordance with English law and each party hereby irrevocably submits to the non-exclusive jurisdiction of the English Courts, provided that any action you wish to take against Colour Balance Images must be brought in the English courts.
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Signed: _____

Printed:

Last Updated: March 2018