

GRAPHIC NEWS

USER TERMS

Graphics are licensed to a **Publisher** for use in the **Permitted Publication(s)** subject to the terms below and payment of an **Agreed Fee**.

USE: Graphics can be reproduced as supplied, translated or modified, or the elements used to create new custom graphics. Graphics are for use only in the context of the Publisher's own editorial coverage. Graphics should be formatted so as to prevent unauthorised access to high definition "print quality" graphics. Giving the right to reproduce, translate or modify graphics shall not be deemed to be a transfer of copyright.

CREDITS AND NOTICES: An appropriate credit must always be included whenever a Graphic is published. The credit should be as in the graphic supplied, for example "GRAPHIC NEWS". If the Graphic is modified by the Publisher then this should be indicated in the credit, for example "GRAPHIC NEWS/PUBLICATION". The credit should only be abbreviated, for example to "GN", when space limitations make a full credit impossible or when the credit relates to a single element, either alone or contained within a larger graphic. In publications notices must be included where necessary to make it clear that content such as graphics are only made available to individuals for personal non-commercial use and that all rights are reserved.

STORAGE: Graphics may only be stored and copied to enable the permitted use and only used during the term of the Agreement. Publishers are permitted to retain Graphics in their own archives in the context in which they were originally published provided these archives are not used as a source for re-use in a different context. All other copies of Graphics must be deleted from all other storage devices after a maximum of three months if not agreed otherwise. Graphics and any ID or password supplied by Graphic News must be kept within the buildings of the Publisher and not copied, reproduced, posted, broadcast, transmitted, communicated, transferred, assigned, rented, leased or otherwise disposed of to any third party except as specifically agreed in writing.

DEFINITIONS: "Graphic News": Graphic News Ltd., a company registered in England and Wales, registration number 2152373, registered address 8 Ely Place, Holborn, London EC1N 6RY, website <http://www.graphicnews.com>

"Agreed Fee": Fee agreed between the Publisher and either Graphic News or an alternative company acting on behalf of Graphic News. "Agreements" shall either be in writing and signed by both parties as confirmation of their agreement, or in the form of a "contract invoice" in which the license is subject to payment of the agreed fee and the terms specified on the invoice.

"Publisher": The company or person who pays the license fee and is responsible for the Permitted Publication.

"Permitted Publication(s)": The publication(s) in which the licensed graphic may be reproduced, as defined by the medium, title, url, circulation, language, territory or as is otherwise appropriate. Where a print publication is specified this includes facsimile copies of the printed edition made available electronically, whether on the web or storage media such as CDs. Print publications are also permitted to retain any revenue received for photocopies of pages including Graphics in the context of the Publisher's own editorial coverage.

"Graphic": For the purpose of this Agreement the term Graphic includes the graphics as supplied, the elements, words and coding used in their construction and with which they are associated, all rearrangements, modifications, or translations made of these regardless of the form or media in or on which the graphics are supplied, or stored or copied to.

"Liability": Publishers should ensure that the graphics as Used do not breach any applicable laws, rules, regulations or local market conventions; agree to remove a Graphic from a website or similar recurring publication within 24 hours if reasonably requested by Graphic News so to do; agree to indemnify Graphic News for any losses incurred due to failure of the Publisher to comply with the terms of this agreement; agree to notify Graphic News immediately should any problems arise with the Graphics.

"Liability": Graphics: All reasonable efforts will be taken to make sure Graphics are suitable for the permitted use and that all necessary third party permissions have been obtained. Graphic News agrees to respond without delay as is reasonably practicable should problems arise with Graphics and shall in no event be liable for loss or damage to the Publisher arising due to the delay or non-delivery or Use of any Graphic including but not limited to technical factors such as viruses, or power failure or failure of the Publisher's system.

"Law": This Agreement shall be governed by and construed in accordance with the laws of England. Graphic News reserves the right at any time to make reasonable amendments to this Agreement by giving the Publisher not less than 30 days prior written notice. If any of the terms of this Agreement are held to be illegal or unenforceable the validity and enforceability of the remainder shall continue in full force and effect. The provision in question shall be replaced by a valid and enforceable term which corresponds as far as possible with the original. Failure of either party to exercise any right or remedy under this Agreement does not constitute a waiver of that right or remedy.

May, 2008