

Dear Picture User,

Thank you for your interest in using one or more of the photographs available on the Sharp Photo Database (“the Photo Database”). We set out below the conditions upon which you are entitled to use the photograph(s) you have selected (“the Photograph(s)”). By clicking the “Accept” button at the bottom of this page you confirm your agreement to these conditions.

1. OWNER OF PHOTOGRAPH(S)

The owner of copyright, and all other rights, in the Photographs is Sharp Electronics Europe (“we” or “us”). This shall remain the case at all times and you agree that if you do anything to the Photograph(s), whether or not it is done in breach of these conditions, that creates any new rights in the Photographs then such rights are immediately assigned to us in full, and you shall take all such steps as may be necessary to enact, confirm or record that assignment.

2. GRANT OF LICENCE

Provided always that you comply with your obligations set out in these conditions, and subject to our right to revoke, we hereby grant to you a non-exclusive, revocable licence to use the Photograph(s) from the point you click accept until such time as we withdraw this licence by notice to you worldwide in the following forms of media and for the purposes set out below (**Licensed Rights**).

- Marketing materials (brochures, flyers etc)
- Online (websites)
- Press & PR

3. LICENSEE'S OBLIGATIONS

You hereby agree that:

- (a) you shall not in any way adapt or alter the Photograph(s) or create hard copies of any of them without our prior written consent;
- (b) you shall not exercise the Licensed Rights in any way that is or renders the Photograph obscene, defamatory or in breach of the privacy or any other rights of a third party or of any law in the Territory;
- (c) you shall not without our prior approval amend, adapt, use or position the Photograph so as to suggest that you or any of the persons appearing in the Photograph endorse any commercial product or service or any political party or belief without our prior approval in writing;

- (d) you shall not assign, sub-licence, sub-contract or in any way whatsoever authorise or permit any third party to use the Photograph(s) for any purpose whatsoever; and
- (e) you indemnify us and shall at all times keep us indemnified against all actions, proceeds, costs, claims and damages whatsoever incurred by or awarded against us and compensation agreed by us in consequence of any breach or non-performance by you of any of the warranties and undertakings in this agreement.

4. USE OF THE PHOTO DATABASE

- 4.1 We may, at our sole discretion, update and change the Photo Database from time to time. Such changes may be, for example, to reflect changes to our products, our users' needs and our business priorities.
- 4.2 The Photo Database is made available free of charge.
- 4.3 We do not guarantee that the Photo Database, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Photo Database for business and operational reasons.
- 4.4 We do not guarantee that any images on the Photo Database will be secure or free from bugs or viruses.
- 4.5 You are responsible for configuring your information technology, computer programmes and platform to allow you to use any of the Photographs(s). You should use your own virus protection software.
- 4.6 The content on the Photo Database is provided for general information only. Although we make reasonable efforts to update the images and information on the Photo Database, we make no representations, warranties or guarantees, whether express or implied, that the content on the Photo Database, including but not limited to the Photograph(s) is accurate, complete or up to date.

5. CREDIT

You shall accord us credit on any use or reproduction of the Photograph in the form "© [DATE OF CREATION OF PHOTOGRAPH] [NAME OF OWNER]", such credit to be placed as close as possible to the parameters of the Photograph(s).

6. REVOCATION OF LICENCE

We may at any time, and for any reason (although such reason need not be given to you), withdraw your rights to use the Photograph(s). Immediately upon you receiving such notice you will remove from display any and all copies of the Photograph(s) and permanently delete them from your databases, computer systems, hard drives or anywhere else they may be stored and any hard copies shall be permanently destroyed.

7. RIGHT TO ASSIGN

We shall be entitled to assign or license all the rights granted to us under this agreement to any third party. You shall not be entitled to assign or sub-license your rights under this agreement.

8. GOVERNING LAW

This letter agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

9. JURISDICTION

You and we irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.