

Action Plus Sports Images (Provider) Rights Managed Image End User License Agreement “EULA”

- A. In this EULA the terms ‘PICTURE OR “PICTURES”’ includes either a photograph, illustration, transparency, negative or derivative artwork which may be offered for the purposes of reproduction; ‘REPRODUCTION’ includes any form of publication or copying of the whole or part of any Picture, altered or not, whether by printing, photography, slide projection (whether or not to an audience), artists reference, artists illustration, layout or presentation, electronic or mechanical reproduction or storage by any other means; ‘DATE OF CANCELLATION’ is the date by which Pictures must be cancelled which shall be 2 (two) weeks from the date of delivery or if an invoice is rendered for reproduction rights, 4 (four) weeks from the date of such invoice; ‘Client’ is the company or individual who will use or have used the Pictures in a project.
- B. No variations of these terms or conditions set out herein shall be effective unless agreed in writing by both parties before any use of the Pictures delivered.
- C. Picture(s) are provided under a copyright license and controlled by this EULA and there is no transfer of copyright in any Pictures. Pictures remain the strict copyright of Action Plus Sports Images and/or its photographers under all circumstances.
- D. Requested changes to Pictures by Client, such as changing sizing, re-posting or other work is chargeable, as per the invoice attached, that becomes part of this EULA by incorporation. Invoice # nnn
 - a. Reproduction rights (if and when granted) are strictly limited to the use, term and territory specified on the Providers invoice and unless otherwise agreed in writing relates to a single publication in a single size with text (if any) in a single language.
 - b. Reproduction rights are non-exclusive unless specifically noted on the invoice.
 - c. Reproduction rights are personal to the Client and may not be assigned, nor may any Picture submitted to the Client, be loaned or transferred to third parties save for the purpose of the exercise by the Client of such reproduction rights.
 - d. Any reproduction rights granted are by way of license and no partial or other assignment of copyright shall be implied.
- E. The Providers invoice shall list all the Pictures delivered to the Client, which shall be presumed to have been received in good condition, unless notified to Provider within 3 days of delivery. Provider’s sole course of remedy is to re-deliver said images to Client and Client will not be due any offset or reduction in license fees for such occurrences.
- F. The Client will immediately notify Provider of any known misuse, including the passing of the Picture to another third party, outside the control of the Client, during the license period, per the Invoice terms.
- G. No ‘re-use’ of the Picture(s) provided under this EULA and detailed in the Invoice is allowed without prior written agreement by provider. Such use will be deemed as an illegal copyright violation and the Client will be liable for costs of such use.
- H. The License for the usage of the Picture(s) is only valid upon timely and full payment of the Invoice for such Picture(s). Failure to pay for the Invoice in full will result in the immediate cancellation of this License and the payment of all costs incurred by the provider to collect said License fees.
- I. The images provided under this EULA are Rights Managed and no continued usage, outside of those stated clearly in the Invoice are conferred. Client agrees to immediately destroy any digital copies of the Images upon the ending of the term of License.
- J. The Client agrees to indemnify the provider in respect of any and all claims or damages incurred or loss or costs arising in any manner from the reproduction without proper reproduction rights of any Picture(s) supplied to Client by provider.
- K. If payment is not made in accordance with ‘h’ above and as set out in the attached Invoice, then the Provider may rescind this Agreement and recover damages, or, at its options, may charge interest on the overdue amount at 2% per month on the outstanding balance.
- L. Upon the death or bankruptcy of the Client or (if the Client is a company) in the event of a Resolution, Petition or Order to winding-up being made against it, or if a Receiver is appointed, the Provider may at any time thereafter inspect any records, accounts and books relating to the reproduction of the providers Picture(s) to ensure that the Picture(s) are being used only in accordance with the reproduction rights issued under this Agreement.
- M. The Invoice which states the agreed terms of use is Invoice # nnnn as attached herein.
- N. Unless otherwise agreed in writing, Client will place appropriate credit line on the published material, as shown in the credit line IPTC of the Pictures. Failure to do so will incur a fee of 100% of the license fee, payable upon demand by Provider.
- O. While Providers has taken all reasonable care in the performance of this agreement generally, the Provider shall not be liable for any loss or damages suffered by the Client in using the Pictures or its captions or data. There is no fitness for purpose inferred or accepted for the Pictures provided.
- P. It is the Clients responsibility to satisfy themselves that they have the necessary rights, model or property releases or consents for the intended usages, which may be necessary for such reproduction. The Provider is responsible for providing any releases or consent for use that it suggests is available and this would only be in the form of s signed model or property release procured by the Photographer or the Provider. Unless specifically noted, no releases are given for branding, Marques, equipment names/logos, place names or other recognizable artifacts that may be in the Pictures. If required and not readily available, Provider may elect to process a request for such releases or consent and Client will pay all associated fees/costs for such request.
- Q. This Agreement shall be subject to and construed according to English law and the parties agree to accept the exclusive jurisdiction of the Courts of England.