



**Action Plus Sports Images (Provider) Rights Managed Image End User License Agreement “EULA”
(PERSONAL USAGE)- AP-nnnnnnnn**

- A. In this EULA the terms ‘PICTURE OR “PICTURES”’ means a digital photograph(s), illustration or derivative artwork, number(s) shown above, which is offered for the purposes of reproduction; ‘REPRODUCTION’ includes any form of copying of the whole or part of any Picture, altered or not, by printing for the personal use only by the Client. ‘Client’ is the individual who will use or have used the Pictures in a project-Noted above
- 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 it’s photographers under all circumstances and this license provides only for a once-off print for personal use of the digital image(s)
 - a. Reproduction rights (if and when granted) are strictly limited to the use, term and territory specified as above.
 - b. Reproduction rights are non-exclusive unless specifically noted herein.
 - 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 as printing the photograph.
 - d. Any reproduction rights granted are by way of license and no partial or other assignment of copyright shall be implied.
- D. The Provider shall list all the Pictures delivered to the Client above, 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.
- E. 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.
- F. No ‘re-use’ of the Picture(s) provided under this EULA and detailed in this license 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.
- G. The License for the usage of the Picture(s) is only valid upon timely and full payment for such Picture(s).
- H. The images provided under this EULA are Rights Managed and no continued usage, outside of those stated clearly in the license are conferred. Client agrees to immediately destroy any digital copies of the Images upon the ending of the term of License.
- I. 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.
- J. 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.
- K. 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.
- L. 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.