

TERMS & CONDITIONS

The Licence Summary and these Terms and Conditions form the "**Agreement**". Any term defined in the Licence Summary has the same meaning in these Terms and Conditions. The Agreement is made between PA Photos Limited (of 292 Vauxhall Bridge Road, London SW1V 1AE, company number 3891060) ("**PA**") and you ("**Customer**").

The following terms and conditions govern your use of PA Material. "**PA Material**" means any content supplied to you by PA via <http://paimages.co.uk/> the "**Website**"

You do not have the right to withdraw from a transaction once delivery of the PA Material has started at which point your transaction is final unless you have received an unusable image in which case please contact us on info@paimages.co.uk and we will arrange to resend the material.

1. Ownership of the PA Material

1.1 The Website is owned and operated by PA.

1.2 The PA Material is owned by PA or its licensors.

1.3 The PA Material and all related rights shall remain the exclusive property of PA and its licensors.

2. Use of the PA Material

2.1 You may not publish, reproduce (which includes placing on an electronic bulletin board, corporate intranet or the Internet), display in public, communicate to the public, license, sell or otherwise distribute PA Material except as expressly permitted by the Agreement.

3. General restrictions on grant of rights in Licences

3.1 Any Licence granted to you by PA will be subject to these terms and conditions as well as the terms set out in the Licence Summary.

3.2 The Licence granted to you by PA is limited to the publication, platform and/or service in which PA Material may be used as set out in the Licence Summary (the "**Permitted Platforms**"), the period of time during which the PA Material (if specified), the territory in which the PA Material may be published (if specified) and any other restrictions set out in the special instructions Licence Summary or this Agreement.

3.3 This Agreement grants you rights to publish the PA Material on a non-exclusive basis, solely for the personal use of your end users, provided that you:

(a) own and operate the Permitted Platforms;

(b) will, except to the extent necessary to maintain records for your own internal and legal purposes, delete all PA Material that you are no longer permitted to publish, including any PA Material that PA specifically instructs you to delete;

(c) will publish the PA Material only as provided to you by PA without edit, adaptation or change;

(d) will publish the Images, Footage and Features only in an editorial context.

3.4 You may not use the PA Material in any way that is or might be deemed (a) defamatory, obscene or immoral or (b) to suggest a sponsorship or endorsement or official relationship that does not exist.

3.5 You will indemnify and keep indemnified PA against all loss, damage and expense (including any legal and other professional expenses) incurred or suffered by PA directly or indirectly arising (in whole or in part) from any use, reproduction or distribution by you (or any person authorised or permitted by you) of any part of the PA Material in a manner not authorised by the Licence and these terms and conditions.

3.6 Where any Permitted Platform is an electronic service, the general terms and conditions of the Permitted Platform will include provisions substantially similar to the following:

(a) the PA Material may only be used for the user's personal use and the distribution or commercial exploitation of the PA Material is prohibited;

(b) use of the PA Material is at the sole risk of the user;

(c) neither you nor PA/any of PA's licensors gives any warranty as to the accuracy of the PA Material.

As soon as you become aware of any unauthorised use of any PA Material you shall give PA full written details of such use. PA shall have the right to require you to enforce the relevant general terms and conditions of the Permitted Platform against any user of the Permitted Platform and to enable and assist PA to enforce the relevant general terms and conditions against any user of Permitted Platform in your name, and will pay your reasonable expenses in so doing.

3.7 Without prejudice to the generality of clause 4 below, you must comply with the restrictions set out in Schedule 1 in relation to your use of Dataco Photos.

"Dataco Photos" means photographs taken of a football match in any of the following leagues or competitions:

- FA Premier League (PL);
- Football League (FL);
- Carling Cup (including final);
- FA Cup (up to, but not including semi-final); and
- "Friendlies" where a PL or FL club is the "home" club,

plus any other photographs taken at any time in a stadium of a PL or FL club.

4. Intellectual Property Rights and Third Party Rights

4.1 You acknowledge that PA is dependent on certain third parties which provide information/material used or contained in the PA Material to PA or permit PA to access and obtain such information/material ("**Third Party Licensors**") and that any Licence and the provision of the PA Material is always subject to any arrangements (involving intellectual property and/or any other rights or otherwise), restrictions or prohibitions imposed by any Third Party Licensor of any of the PA Material, whether imposed prior to, on or at any time after the date of the Licence.

4.2 You acknowledge that, as between you and PA, all rights (including intellectual property rights) in the PA Material are the property of PA or its Third Party Licensors. PA (or its Third Party Licensors) will, at its (or their) option, have the conduct of all proceedings relating to the enforcement of such rights. You agree to give your full co-operation in protecting such rights including taking any reasonable action in respect of such rights as requested by PA or any of its Third Party Licensors, and PA will pay your reasonable expenses in giving such co-operation. PA may terminate the Licence if you challenge the ownership of such rights.

4.3 You agree to comply with any restrictions imposed by PA and/or its Third Party Licensors and to ensure that, where appropriate, copyright and/or other arrangements (including payment of any applicable third party licence or other fee) are made directly with any such third parties. Restrictions, including third party restrictions, may be notified to you in the captions or other metadata to Images or Footage or Features, on the Website, in another manner by PA or directly by third parties.

4.4 PA does not offer any licence and gives no warranty or representation in respect of: (a) the existence or validity of any model (or other) releases in respect of any PA Material (b) the use of names, people, likenesses, trade marks (registered or unregistered) or works of art depicted in any Image or Footage; or (c) moral rights (as set out in chapter IV of the Copyright Designs and Patents Act 1988 or equivalent rights in other jurisdictions) in respect of any Image or Footage. It is your responsibility to ensure that all necessary clearances are obtained, and not that of PA.

4.5 All PA Material will be attributed on their publication in the Permitted Platforms to "PA". Images or Footage (including those within a Feature) attributed to another agency, broadcaster or publisher will be so attributed on their publication in the Permitted Platforms alongside the PA credit with an appropriate copyright notice. In addition, you will comply with any credit requirements expressly notified to you in the caption to any PA Material, in the Licence or otherwise by PA.

5. Liability

5.1 Although PA will take all reasonable steps to ensure the accuracy of the PA Material, neither PA nor any of its licensors warrants that the PA Material (including without limitation the captions and metadata) will be free from error.

5.2 No conditions, warranties or other terms (express or implied, including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Licence or to the PA Material except to the extent that they are expressly set out in the Licence and these terms and conditions.

5.3 Except under the indemnity in clause 3.6, neither party shall be liable in connection with the PA Material or under the Licence or these terms and conditions for any loss of profits, loss of revenue, loss of or damage to goodwill, loss of contracts, loss of customers or any indirect, special or consequential loss (even if the party concerned has been advised of the possibility of such loss).

5.4 Once PA has told you to remove PA Material from any Permitted Platform, PA will not be liable for any loss arising in relation to continued publication of such PA Material. You will provide reasonable assistance to PA to mitigate any claim arising out of PA Material.

5.5 Except under the indemnity in clause 3.6, each party's liability arising from or in connection with the PA Material or the Licence and these terms and conditions and in relation to anything which the party concerned may have done or not done in connection therewith (and whether such liability arises due to breach of contract, negligence or for any other reason) shall be limited, in relation to all events or series of connected events occurring in any given year, to (in addition to any sums properly payable under the Licence) an amount equal to the total Charges payable by you to PA for the PA Material.

5.6 Nothing in these terms and conditions shall limit either party's liability: (a) for fraud, (b) for death or personal injury caused by either party's negligence or that of its servants or agents, or (c) in relation to any other liability which cannot be excluded or limited by law.

6. Term and Termination

6.1 The rights granted to you by PA in these terms and conditions, any Licence and any accepted membership application to use the PA Material may be terminated immediately by either party giving notice to the other if: (a) the other commits a material breach of these terms and conditions or the Licence and, if such breach is remediable, it is not remedied within 7 days of receipt of notice requiring remedy; (b) the other ceases or threatens to cease to carry on trading; or (c) the other becomes insolvent or bankrupt or suffers any insolvency or bankruptcy related event in any applicable jurisdiction.

7. General

7.1 All of the terms that have been agreed between the parties in relation to the supply and licensing of the PA Material are contained in these terms and conditions and any Licence PA grants to you. No other terms shall apply unless expressly agreed otherwise in writing. You acknowledge that you have not relied

on any representation made by PA that has not been set out in these terms and conditions and the Licence. No amendments to these terms and conditions or any Licence shall be effective unless in writing and signed by an authorised signatory on behalf of each party.

7.2 Neither party will be liable to the other for any failures, interruptions, delays or other matters of a similar nature arising out of circumstances beyond its reasonable control.

7.3 Neither party shall assign, sub-contract, sub-license or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party, not to be unreasonably withheld or delayed, save that: (a) PA may assign or transfer all or any of its rights or obligations to any PA Group company; and (b) PA may sub-contract the performance of its obligations provided that PA's liability for the performance of its obligations shall not be affected.

7.4 The failure or delay by either party to enforce at any time any one or more of these terms or conditions shall not be a waiver of such rights or any other rights.

7.5 The parties agree that for the purpose of Section 1(2) of the Contracts (Rights of Third Parties) Act 1999 no term shall be enforceable by a third party.

7.6 If any provision of these terms and conditions of any Licence is held to be void or unenforceable in whole or in part, the terms and conditions and the Licence shall continue in force in relation to the unaffected provisions and the remainder of the provision in question, and the parties will renegotiate the provision in good faith to achieve the same objects.

7.7 These terms and conditions and any Licence shall be governed by and construed in accordance with English law and each of the parties hereby submits to the jurisdiction of the English courts.

SCHEDULE 1

Dataco Photos: Additional Restrictions

1. No more than 45 Dataco Photos of a football match may be published during the time that such match takes place (together with an additional 15 photographs during extra-time, if applicable).
2. Dataco Photos must be published for editorial and news reporting services only.
3. Dataco Photos must not be:
 - (a) altered or manipulated other than 'flipping', 'cropping' (provided that the meaning or circumstances depicted are not distorted), fun and harmless manipulation as an editorial means of telling a story, standard computerised enhancement, presenting a player as a player of another club only in order to anticipate a post-transfer photocall;
 - (b) manipulated to obscure or remove a sponsor's name or logo, other than as an inadvertent consequence of good faith cropping;
 - (c) reproduced as part of any website, publication or other service or product that is offered, titled, described or promoted as:
 - (i) 'live';
 - (ii) an official club or league website, publication or other service or product; or
 - (iii) substantially based on a single player of club;
 - (d) used in any merchandise or souvenirs (including without limitation memorabilia, collector cards, stickers, posters, badges, calendars and clothing);
 - (e) used in, or for the purpose of promoting or advertising, any gambling service or product without first obtaining a licence from Football Dataco Limited permitting such use;
 - (f) used in any way that creates or implies an endorsement or commercial association unless such an endorsement or commercial association exists;
 - (g) used in any way that emulates audio or audiovisual material, unless the product is for people with visual impairment;
 - (h) used in any website, publication or other service or product which:
 - (i) contains, advertises, promotes or links to any unauthorised Premier or Football League or club logos or trademarks, or any unauthorised audio or audio-visual coverage of any Premier or Football League match, whether by live or near live streaming, or downloading of recorded content or via any other means of communication (unauthorised meaning without licence granted by the applicable football league or as otherwise permitted by law); or
 - (ii) incorporates any fixture lists or data where such use amounts to an infringement of Football Dataco Limited's (or the applicable league's or club's) intellectual property rights;
 - (i) used in any "photosales" (i.e. sale of high quality images to individual consumers) without approval from the applicable football clubs represented in the photograph.