

CONTRACTUAL TERMS AND USERS LICENCE PREAMBLE

Photomovie is the direct or commissioned owner for the commercialisation of rights to reproduce photographs catalogued in the site www.photomovie.net.

The images contained in the on-line archives are protected by copyright: this copyright applies to the author of the photographs and to the agency Photomovie who has the right to sell the reproduction rights of these photos.

The nature of the images contained in the on-line Photomovie archives can, in some cases, have certain expressly specified restrictions and/or particular conditions for publication which the undersigned must comply with.

The downloading of the said images is only and exclusively allowed for the user who is professionally interested in the images and who is registered, holding the proper password allocated as a result of agreeing to the terms and conditions of this contract.

Those interested in buying photographs contained in this site are requested *to complete the enclosed form with the appropriate data, as well as to send the original copy (sent in advance by fax) of the general contract conditions to Photomovie signed for agreement under the civil code articles 1341 and 1342*. Photomovie will send to those interested the price list for agreement.

After sending the above-mentioned information via fax (with the obligation of sending the original signed copies by post), and verification of the applicant by Photomovie, Photomovie will issue a personal password to the new user. This is required to gain access to the site to purchase and legally download images for use according to the conditions stipulated in the general terms of the contract.

Besides the cases cited above, it is prohibited to use any of the images contained in the site for just any motive or mean. Any infringement on the above-mentioned regulations with regard to the prohibited use can and will be prosecuted by law.

GENERAL CONDITIONS

The preamble and the enclosed constitute an essential and integral part of the present contract.

- 1) The undersigned is obliged to completely accept the price list (enclosure A) which includes particular rates for images subject to a "Special fee" as well as the application of article 10 which follows.
- 2) The undersigned is obliged to pay the agreed rates (indicated in point 1) 30 days after receipt of the invoice issued by Photomovie.
- 3) The undersigned agrees to use the image(s) downloaded from the site ONLY ONCE, and only for magazines, newspapers, television periodicals and other, indicated in the signed contract.
After having used the image, it must be destroyed by the contractor by and no later than 30 (thirty) days after the date of downloading, and cannot under any circumstances be kept in the archives of the contractor.
- 4) The downloading of images contained in the site is automatically authorized for editorial use only, in other words in connection with illustrations for articles, by the press or television with the objective of divulging events, films and persons in a non-sandalous and non-damaging way. The undersigned is consequently obliged to use the photo(s) without manipulating, altering or touching them up, keeping in context with the way the photos were originally taken and mentioning the relative credits. The agency Photomovie is not responsible for eventual moral consequences or economic repercussions due to the improper use of photographs, in particular for defamatory use that violates the privacy of the persons photographed. The undersigned releases Photomovie from any economic or moral consequences resulting from improper use of photographs as stipulated above.
- 5) For any use other than what is expressly foreseen in article 4, a contract must be made beforehand with Photomovie.
- 6) In the case of exploitation other than for editorial use, the contract with Photomovie relates only to the cession of rights for the reproduction of the image at issue. None of the photographs contained in Photomovie's on-line archives are model-released. Hence, for advertising and/or commercial use of the image, the undersigned must arrange for the release, the permission and necessary consent of the person(s) portrayed before using the photograph(s) and a copy must be provided for Photomovie.
- 7) The undersigned releases Photomovie from any claims for an indemnity or for damages caused to a third party resulting from usage other than what was agreed upon.
- 8) The cession of rights for a third party to reproduce downloaded images is strictly forbidden without the proper agreement with Photomovie.
- 9) The use of downloaded images for purposes other than those agreed upon, even if directly effectuated by the contractor, are not permitted without precautionary authorisation.
- 10) The undersigned is obliged to use the downloaded image by and no later than 30 (thirty) days after the date of downloading. Eventual use of this image after 30 (thirty) days will result in an additional charge for the undersigned equivalent to the costs fixed at the moment of downloading indicated in the price list (enclosure **sub. A**). In any case, failure to use the image(s) within 60 (sixty) days of withdrawal results in the loss of rights for reproduction and the undersigned is obliged to destroy the materials withdrawn.
- 11) Every image downloaded by the undersigned must be published with the name of the agency, the photographer and all the credits indicated by Photomovie. It is the complete responsibility of the undersigned should there be any erroneous or incomplete information or any mistakes contested by Photomovie.

- 12) The reproductions edited by the undersigned must be carried out with complete loyalty, as well as chromaticity according to the originals. The undersigned is accountable for reproducing these photographs in their entirety (except for other explicit authorisation) as well as for preventing and avoiding any damage to the moral rights of the author. This right must be respected and enforced even if Photomovie has given the authorisation for reproduction on the basis of economic usage.
- 13) Should it happen that there is even the slightest change in the norms and conditions of authorisation, that is, any alteration in the terms and conditions declared, Photomovie has the right to apply penalties of up to a maximum of five times the fee due without further notification, as well as eventual revaluation and interest. In the case of breach of contract, unsettled and/or incorrect payment and/or altered use from what was contractually agreed upon, Photomovie will immediately deactivate the password, stop all rights and take action to recuperate the credit due and seek compensation for damages incurred. Photomovie is exempt from any sort of claim, however formulated, coming from a third party.
- 14) The issued password will be valid for one year starting from the date last used. After a year, the password will automatically be deactivated.
- 15) In compliance to article 10 of the Law 675/96 (Protection of personal data) we inform that your data are kept in our processing banks and will be used only for dispatching of administrative, commercial and promotional materials. Moreover we inform that, in compliance to art. 13 of the Law 675/96 you have the right to consult, update, cancel, rectify your data or to object to the use of the same, if used in detriment to the law.
- 16) Any and every modification of the present agreement will be valid only in written form and signed by both parties.
- 17) The present contract is issued in Italian language and the English version is a mere translation: in case of dispute the Italian version is to be held as valid.
- 18) Any sort of controversy will be presented to the competent court of Milan and the Italian law will be applied.

Date

Signature

For express approval of articles 1, 3, 4, 7, 10, 13, 14, 15,17,18 of the present contract, subject to articles 1341 and 1342 of the Italian civil code.

Date

Signature
