

Уважаемый пользователь изображения,

благодарим Вас за интерес, проявленный к одной или нескольким фотографиям в базе фотографий Sharp («база фотографий»). Ниже приведены условия использования выбранных фотографий («фото»). Нажатием кнопки «Принять» (Assent) в нижней части страницы, Вы подтверждаете свое согласие с данными условиями.

#### **1. ВЛАДЕЛЕЦ ФОТО**

Авторские права и все прочие права на фотографии принадлежат Sharp Electronics Europe («мы» или производные). Это касается всех случаев, и любые Ваши действия с фото, независимо от того, нарушают ли они данные условия или нет, не приводят к возникновению новых прав на фото, поскольку данные права незамедлительно в полной мере переходят к нам, а Вы обязаны предпринять все необходимые шаги для юридического закрепления, подтверждения или регистрации данного перехода прав.

#### **2. ПРЕДОСТАВЛЕНИЕ ГАРАНТИИ**

При условии соблюдения Вами своих обязательств и с учетом нашего права на отзыв мы предоставляем Вам неисключительную отзывную лицензию на использование фото начиная с момента принятия условий и до момента отмены данной лицензии, о которой Вы будете уведомлены в любой точке мира посредством приведенных ниже средств информации в указанных ниже целях (

- 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.