

## **GENERAL CONDITIONS**

### **1. OWNERSHIP OF PHOTOGRAPHIC IMAGES**

- a. All the photographic images held in the ICP archive are the property of their respective producers. ICP holds a licence to market these photographic images.
- b. The photographic images are protected by current national and international copyright laws, by international copyright treaties and other laws that are applicable in the producer's country.

### **2. USE OF PHOTOGRAPHIC IMAGES**

- a. ICP has the right to assign the photographic images held in its archive. These photographic images can be assigned:
  - subject to conditions for use (with rights)
  - with a royalty-free licence
  - with a royalty-free licence and an option on line to subscribe
- b. If expressly requested by the Client, photographic images which are subject to conditions for use may be assigned with exclusive rights of use. The exclusive rights may be total or limited to a particular sector, and will in any case be subject to restrictions on time and geographical area to be agreed between the parties.
- c. Royalty-free photographic images purchased individually, contained on CD-ROMs or DVDs, or by subscription on line, can be used on a non-exclusive basis and with no restrictions on time or geographical area.

### **3. LICENCE AGREEMENTS FOR ROYALTY-FREE PHOTOGRAPHIC IMAGES**

- a. As regards the licence agreements, please read the conditions established by the individual producers and owners of the photographic images held in the ICP archive, which can be viewed on the following page: <http://www.icponline.it/licenses.php> , that are to be considered read and accepted upon using of photographic images.
- b. As regards the use of the photographic images held in its own archive, ICP grants its clients the following types of licences:
  - WEB LICENCE – LICENZA WEB  
A web licence allows an individual image to be used solely to build Internet sites or for multimedia projects, electronic presentations and previews.
  - PUBLISHING LICENCE - LICENZA EDITORIALE  
A publishing licence allows the image to be used to produce books, newspapers and magazines, excluding the production of calendars, postcards, posters etc. This licence also includes a web licence.
  - FULL LICENSE – LICENZA COMPLETA  
An advertising licence allows the image to be used to produce printed material, including newsletters, in-house bulletins, brochures, annual reports, promotional and advertising campaigns, packaging and point-of-sale material. This licence also includes a web licence and a publishing licence.
- c. Given that the availability of the above licences depends on the type of product, a specific prior request for availability must always be made to ICP.
- d. Only low resolution (72 dpi) photographic images may be used to create websites, online presentations and multimedia projects. No medium, high or very high resolution images (300 dpi) may be used to create websites. Such images are not downloadable and cannot be sent by email.

### **4. LICENCE AGREEMENTS FOR PHOTOGRAPHIC IMAGES SUBJECT TO CONDITIONS FOR USE**

- a. The delivery and possession of photographic images by whatever means (print, slide, selection, installation, negative, etc.) and in any form (analogue, digital, etc.) does not imply the assignment of any reproduction rights other than those previously requested and granted.
- b. Any photographic image delivered for the use of reproduction rights excludes the assignment of ownership over the material itself.
- c. Users/purchasers will only obtain the right to reproduce (©) the photographic images after they have come to an agreement with the assignor on all the conditions, ensuring that a written order is received or signing a delivery note which confirms and specifies: USE (Media) – PRINT RUN – FORMAT – GEOGRAPHICAL AREA - PRICE - ETC.

- d. The photographic images are supplied together with the information needed to identify their author and the subjects pictured in them, or with a more detailed caption. This information must be used correctly and appropriately.
- e. The user relieves the assignor from any responsibility for damages caused by improper or incorrect use of the information and captions. Notwithstanding the fact that it is the assignor's responsibility to supply the user with correct captions for the photographic images, the assignor declines any responsibility for any incorrect captions and will not be liable in respect of any claims brought by any party whatsoever.
- f. Users are required to mention the name of the photographer and the agency (©) on all publications. Any failure to mention the copyright will lead to a penalty being charged of twice the established fee for the agreed use, subject to further damages.
- g. Users are required to provide the author and owners of the rights with two copies of the material produced
- h. Photographic images may not be reproduced, duplicated, manipulated, collected (filed), assigned to third parties or used in any way without the written permission of the assignor/owner of the rights.
- i. Reproduction rights (©) may not be assigned to any other person unless otherwise agreed in writing.
- j. Users/purchasers are forbidden from making any changes to the photographic images and to any of the accompanying texts or captions, without written authorisation from the assignor/owner of the rights.
- k. For use in publications:
  1. The price for the assignment of reproduction rights is calculated according to the print run and the actual publication, as well as the format in which the image will appear.
  2. For periodicals and daily newspapers, the assignment refers to a single publication, for one use only, in only one language and for distribution in only one country.
  3. For books, works published in instalments, encyclopaedias, etc., the assignment refers to a single work, for a single edition, in only one language.
  4. Once they have issued an order or a statement allowing an invoice to be presented for reproduction rights, users undertake to pay the resulting invoice addressed to them, even if they have not yet used the right in question.
- l. For commercial and advertising use:
  1. The price for the assignment of reproduction rights is calculated according to the actual use requested.
  2. The assignment refers solely to the reproduction rights requested and granted.

## **5. FORBIDDEN USES**

- a. Use of the photographic images for pornographic, obscene or denigrating illustrations is forbidden.
- b. Use of the photographic images for defamatory purposes, or for purposes that are in any case damaging or offensive to the persons portrayed, is forbidden.
- c. Photographic images that show places, monuments, buildings and villas, works of art and any other property protected by copyright and intellectual property laws in general, may only be used subject to authorisation being obtained from the owners of the rights.
- d. Photographic images which reproduce trademarks, company names, signs, designs and industrial property in general, may only be used subject to prior authorisation being obtained from the respective owners.
- e. The assignment of photographic images and rights of commercial use to third parties is forbidden.
- f. As regards the rights relating to photographs that portray photographic images of people, a prior request must be made to ICP regarding the availability of the "model release", i.e. the authorisation to use the image of the person portrayed.
- g. As regards photographs that portray photographic images of people (models), attributing a disposition to use and/or consume the advertised product directly to the model portrayed in the advertising message is forbidden.
- h. Use of the photographic images to promote an activity that competes with that of ICP is forbidden.

## **6. LIABILITY**

- a. ICP will not be liable to the Client or third parties for damages of any kind resulting from improper use of the photographic images.
- b. ICP will not be liable for any loss of earnings resulting from any use of the photographic images or from any claim or complaint made by third parties.
- c. The user of the photographic images will be the sole party liable in respect of third parties for any direct or indirect damages arising from any use of the photographs, and will be required to hold ICP harmless with regard to any damaging consequences that may arise from any claim for compensation that may be brought by third parties.

- b. d. In case of licence with subscription on line, ICP will not be liable for connection problems to its web site due to force majeure, or due to maintenance works within its informatic system or that of its web space, energy and connection supplier.

## **7. WARRANTIES**

- a. ICP warrants that the photographic images and CD-ROMs delivered are free of any manufacturing defects. However, if the CD-ROM delivered should present manufacturing defects it may be returned within 10 days of receipt, stating the defects encountered in writing, in which case, after having verified the existence of the reported defects, ICP will send the Client another CD-ROM.
- b. While guaranteeing the high quality of the photographic images contained in the CD-ROMs or assigned by subscription via the Web, ICP cannot exclude that one or more photographic images contained in the CD-ROMs or on the Web may occasionally not satisfy the quality standards expected from customers. In such event, ICP will not be considered liable to any purposes.

## **8. SHIPMENT COSTS**

- a. a. The shipment costs for the photographic images and CD-ROMs/DVDs purchased will be borne entirely by the Client.
- b. If the Client should avail itself of third parties to collect the photographic images, the Client will be entitled to choose the third party (delivery company, taxi, courier, etc) which it intends to use for the shipment and will be required to inform ICP of the name of this third party in advance.

## **9. UNAUTHORISED USES**

- a. The reproduction rights (©) are understood to be transferred to the user once the respective invoice has been paid. Any failure to settle the invoice in full, according to the established terms, will lead to an automatic cancellation of the rights assigned and any uses of the images will be deemed to be unauthorised uses.
- b. Unauthorised use of photographic images (or of any other representation of them) will lead to a penalty being charged of three times the price charged for the same use, taking into account all valuation parameters: media, space, print run, geographical area, etc., without prejudice to any claim for further damages resulting from the unauthorised use of the photographic images.

## **10. TERMINATION OF THE CONTRACT**

- a. The contract will be terminated in the event of a breach of contract by the debtor, including any failure to pay the fee and any failure to comply with the conditions of the contract relating to use of the photographic images.
- b. Termination of the contract will lead to the Client losing the right to use the photographic images and being required to return the CD-ROM, since its use will no longer be justified, or to delete the photographic images from any media in his possession.
- c. Forfeiture of the right to use the photographic images will not entail the repayment of all or part the amount paid by the Client to ICP.

## **11. PRIVACY LAW**

Under the terms of the provisions contained in Legislative Decree no. 196 of 30.06.2003 – Personal Data Protection Code - ICP will apply the principles of honesty, legality and transparency to the processing of this data, protecting the confidentiality of individuals and their rights. The purpose of gathering client details is exclusively to allow ICP to run and promote its business. The data will not be divulged to others in any way, nor communicated to third parties, other than with the express consent of the person in question, or in any event authorised by laws and regulations.

## **12. PLACE OF JURISDICTION**

The Court of Milan shall have exclusive jurisdiction to settle any disputes arising from commercial relation and these general conditions.