

Alamy License Agreement (“LA”)

This is a legal agreement (the “Agreement”) between you or your company, firm or other organization, as applicable, (“you”) and Alamy Inc. (“Alamy,” collectively with you, the “parties” to the Agreement). Alamy Limited, a corporation based in the United Kingdom and the owner and operator of the alamy.com website (and related domains) and system, has entered into agreements with Contributors to host and offer their Content for licensing. Alamy Limited authorizes Alamy to carry out certain limited sales activities on its behalf, including concluding a License with you.

Please read this Agreement carefully in its entirety before you download or use any Content. By confirming the purchase of the Content or downloading the Content you have selected from this website you agree to be bound by the terms of this “Agreement” and the Content usage restrictions contained herein or in an Invoice. If you do not wish to accept the terms of this Agreement, please delete the unused Content and notify Alamy by email to the following address: sales@alamy.com within fourteen (14) days from the Invoice date for a full refund.

1. Definitions

“Alamy”

Means Alamy Inc.

“Alamy Live News”

Means the section of the Website which contains Content relating to events that have occurred recently, or Content marked in the Alamy Limited search engine as being newsworthy and coming from the Alamy Limited Live News feed.

“Content”

Means the specific copy of the image, footage, video, 360 image, vector, illustration, or graphic available on the Website that you have selected, and which is identified on the Invoice.

“Contributor”

Means the parties who have submitted Content to Alamy Limited or have allowed Alamy Limited to access and obtain the Content.

“Editorial Royalty Free Licences”

Means the type of license whereby the License Fee in relation to a specific piece of Content is paid once with no additional amounts payable to Alamy if the Content is reused. All uses are restricted to editorial use as set out in Clause 3.4.

“Intellectual Property”

Means all patents, rights to inventions, copyright and related rights, moral rights, trademarks, service marks, trade names, trade dress, symbols, logos and designs, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Invoice”

Means the computer-generated or pre-printed invoice or license document provided by Alamy that may include, without limitation, details of the Content selected, any limitations on the License in addition to those specified herein, the key terms of the License and the corresponding price for the License. The terms contained in the invoice or license document will be incorporated into this Agreement and all references to the Agreement will include those terms.

“License”

Means the non-exclusive (unless otherwise stated in the Invoice) right Alamy grants to you to use the Content.

“License Fee”

Means any sum or sums payable to Alamy by you in respect of the License.

“Release”

Means a model or property release or any other release or clearance of a third-party right or other permission which it is necessary or desirable to obtain in respect of your use of the Content.

“Reproduction”

Includes any form of copying or publication of the whole or part of any Content whether by printing, slide projection or other display (whether or not to an audience), electronic, digital or mechanical means, use as a reference by an artist or in an artist's illustration or by any other means. Reproduction further includes the copying or distortion or manipulation of the whole or part of any Content (for example, by computer, electronically, digitally by an artist or by any other means), even though the resulting image or video clip may not appear to a reasonable person to be derived from the original Content.

“Royalty Free License”

Means the type of license whereby the License Fee in relation to a specific piece of Content is paid once with no additional amounts payable to Alamy if the Content is reused.

“Terms”

Means the terms and conditions set out in this Agreement and includes the terms contained in the Invoice. In the event of any conflict between the terms contained in the Invoice and those in this Agreement, the terms in the Invoice will prevail.

“Website”

Means the website owned and operated by Alamy at URL <https://www.alamy.com/> (as amended by Alamy from time to time).

2. Contracting parties

The parties to this contract are Alamy and you. Alamy Limited, a corporation based in the United Kingdom and the owner and operator of the Website (and related domains) and system, has entered into agreements with Contributors to host and offer their Content for licensing. Alamy Limited authorizes Alamy Inc. to carry out certain limited sales activities on its behalf, including concluding a License with you.

3. Grant of rights and restrictions

3.1. For all Licenses

3.1.1. Altering, cropping and manipulating Content

3.1.1.1. Content when used in a news context, whether sourced from the Alamy Limited Live News feed or the general collection, may be cropped or otherwise edited for technical quality, provided that the editorial integrity of the Content is not compromised, and the truth of the Content is maintained, but may not, under any circumstances, otherwise be altered.

3.1.1.2. Content depicting in copyright artwork may be cropped or otherwise edited for technical quality, provided that the original context and setting of the Content is not altered.

3.1.1.3. For all other Content you may alter, crop, manipulate and create derivative works from the Content.

3.1.2. You must not incorporate any Content (or any part of them) into a logo, trademark or service mark.

3.1.3. Content must not be used as references for creating drawings or other visual works unless specifically authorized in the Invoice.

3.1.4. Alamy does not warrant the accuracy of the captioning, keywording or any other information associated with the Content. In particular you acknowledge that captions, keywording and other information associated with the Content may have been translated from the original language into another language using an automated machine translation process that Alamy Limited has had no input into or control over and that accordingly Alamy disclaims any liability for inaccurate, misleading, defamatory, insulting, offensive, infringing or unlawful content created as a result of or arising out of such translation process.

3.1.5. You acknowledge that the Content licensed to you may be original Content that has had certain preformatting changes carried out by Alamy Limited, as may be specified on the applicable Invoice. You are solely responsible for ensuring that the Content so altered is suitable and appropriate for your intended use. You agree that any altered Content that gives an untrue representation of reality should not be used for news or current events reporting. You accept that pre-formatting changes carried out to original Content by the Contributor may not be specified on the Invoice

3.1.6. You may not use the Content in a pornographic, defamatory, fraudulent, lewd, obscene or otherwise illegal manner, including but not limited to infringing any third-party Intellectual Property or privacy rights, whether directly or in context or by juxtaposition with other materials.

3.1.7. If any Content featuring a model is used in (i) a manner that would lead a reasonable person to believe that the model personally uses or endorses a product or service, or (ii) if the depiction of the model in the Content would be unflattering or unduly controversial to a reasonable person, you must accompany each such use with a statement indicating that the person is a model and the Content is being used for illustrative purposes only.

3.1.8. You must abide by any direction, instruction or restriction on use notified to you by Alamy before or at the time of delivery of the Content, either in the information accompanying the Content, the Invoice or otherwise.

3.1.9. Alamy, after reasonable notice, may inspect any records, accounts and books relating to the Reproduction of any of the Content to ensure that the Content are being used in accordance with this Agreement.

3.1.10. Subject to the credit obligations in Clause 4.2, you, may store the Content in a digital library, network configuration or other electronic storage system to allow it to be viewed within your organization and by your clients. When your License period (as set out in the Invoice) ends or if your License is otherwise terminated, you must promptly delete the Content from your computer, digital library, network configuration or other electronic storage system. Any subsequent reuses of the Content must be agreed with Alamy in advance of such use to ensure the Content is available to use under the rights you require.

3.1.11. The Content may not be sublicensed, resold or otherwise made available for use or distribution separately or detached from a product or web page. For example, the Content may be used as an integral part of a web page design but may not be made available for downloading separately or in a format designed or intended for permanent storage or re use by website users. Similarly, your customers may be provided with copies of the Content as an integral part of work product but may not be provided with the Content or permitted to use the Content separately.

3.1.12. Not all of the Content has Releases. It is your responsibility to check that all necessary Releases have been secured (see Clause 7 below).

3.1.13. If you are an intermediary (for example an advertising agency) you may sublicense the Content as part of a derivative work (for example an advertisement) to your client only to the extent strictly necessary for the Content to appear in such derivative work. You may sublicense the rights to your client, by entering their name in the transfer license field on the Invoice. If you sublicense the rights under this Agreement to your client: (i) you will rescind your rights to use the Content in any other client's work; (ii) liability for the performance of your obligations under this Agreement will not be affected; and (iii) you will at all times remain responsible for the acts and omissions of your client under or in connection with this Agreement as though such actions or omissions were performed by yourself it is your responsibility to ensure the client understands and abides by all the Terms.

3.1.14. The Content may not be distributed by a mobile phone device or any other device in a way that would allow any third party to download, extract or access the Content as a standalone file.

3.1.15. You acknowledge that certain of the Content is provided to Alamy subject to arrangements (involving intellectual property and/or any other rights or otherwise), restrictions, or prohibitions imposed by Contributors on the use of such Content. You agree to: (i) comply with any such arrangements, restrictions, or prohibitions imposed by Alamy and/or its

Contributors; and (ii) where appropriate, ensure that certain arrangements (including payment of any applicable third party license or other fee) are made directly with any such Contributor. Such arrangements, restrictions, or prohibitions will be notified to you in the captions or other metadata of the Content or otherwise in writing.

3.1.16. Clause 3.1.15(ii) shall only apply to Content regulated by Football DataCo Limited ("DataCo"). Your use of DataCo Photos and DataCo Editorial Text Reports (as defined in Schedule 1) is additionally subject to the DataCo terms and conditions set out in Schedule 1, which may be amended from time to time in line with DataCo requirements (with any such amendments to be notified to you in writing by Alamy).

3.2. For all Licenses except Royalty Free Licenses and Editorial Royalty Free Licenses

3.2.1. Alamy grants to you a non-exclusive (unless otherwise stated on Invoice) right to Reproduce the Content solely in the manner and for the purposes set out in the Invoice.

3.2.2. Use of the Content is strictly limited to the use, medium, period of time, territory and any other restrictions specified in the Invoice or pursuant to clause 3.1.13. You may utilize the Content in any production process that may be necessary for the intended use specified in the Invoice.

3.3. For all Royalty Free Licenses (excluding Editorial Royalty Free Licenses).

3.3.1. Alamy grants to you a non-exclusive right to Reproduce the Content on a worldwide and perpetual basis solely as part of the following (or as otherwise agreed in writing by Alamy):

3.3.1.1. advertising and promotional materials (including packaging);

3.3.1.2. online or other electronic distribution systems (including web page design);

3.3.1.3. broadcasts or theatrical exhibition;

3.3.1.4. any products (including for-sale products and gifts) or publications (electronic or print); and/or

3.3.1.5. materials for personal, non-commercial use and test or sample use, including comps and layouts.

3.4. For Editorial Royalty Free Licenses

3.4.1. Alamy grants you a non-exclusive right to Reproduce the Content on a worldwide basis solely as part of the following (or as agreed in writing by Alamy):

3.4.1.1. online or other electronic distribution systems (including web page design) of editorial (non-promotional) nature;

3.4.1.2. broadcast or theatrical documentary exhibition;

3.4.1.3. any editorial products or publications (electronic or print); and/or

3.4.1.4. materials for personal, non-commercial use and test or sample use, including comps and layouts for editorial products

3.5. For all Royalty Free Licenses, including Editorial Royalty Free Licenses, the Content may be shared by creating an image library, network configuration or other similar arrangement so long as only individuals employed by the same entity have access to the Content.

4. Credit and intellectual property issues

4.1. Nothing herein is intended or will be construed to transfer or assign any Intellectual Property rights, if applicable, of the Contributors or Alamy Limited to you. You acknowledge that, with the exception of certain Content that may be in the public domain (for which you are obtaining access rights), all right, title and interest in and to the Content, including, without limitation, any applicable Intellectual Property rights therein remain with the Contributors, and nothing contained herein will be construed to convey any rights or proprietary interest in the Content other than the specific rights granted in Clause 3 herein.

4.2. The Content as stored, shared or otherwise made available by you must at all times retain any Alamy Limited source credit, the name of any artist (if applicable), the Content identification reference number, any third party credit or notice, and any other information or metadata ("Content Information") that is embedded in or provided with the electronic file that comprises any Content. Failure to maintain the integrity of the Content Information referred to in this Clause 4.2 will constitute a material breach of this Agreement.

4.3. Unless otherwise agreed in writing, if any Content is reproduced by you for editorial purposes (i.e. for any non-promotional purpose) you must include the credit line "(Photographer's or Agency's name)/Alamy Stock Photo", or any other credit line specified by Alamy.

4.4. In connection with the use of "Alamy" or any other of Alamy Limited's or its partners' or Contributors' trade names, trademarks, logos or service marks, including the names of all Content collections ("Marks"), you acknowledge and agree that (i) such Marks are and will remain the sole property of Alamy Limited or its partners or Contributors (as applicable); (ii) nothing will confer upon you any right of use in or to the Marks; and (iii) you will not now or in the future contest the validity of the Marks.

4.5. You will immediately notify Alamy if you become aware or suspect that any third party has gained access to the Content through you, is wrongfully using the Content, in whole or in part, or is violating any of Alamy Limited's or any third party Intellectual Property rights.

5. Warranty and limitation of liability

5.1. Alamy guarantees that should any Content contain defects in material or workmanship which are notified in writing to Alamy within fourteen (14) days from the date of delivery of the Content then Alamy will either replace that Content with another digital

copy of the Content free from defect or refund the License Fee paid by you to the extent attributable to the defective Content, at Alamy's option.

5.2. Where copyright subsists in the Content, Alamy warrants that it is authorized by the copyright holder to offer a license on the terms set out in this Agreement.

5.3. Alamy makes no other warranty, express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. Neither Alamy nor its Contributors will be liable to you or any other person or entity by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this Agreement for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Alamy, its servants or agents or otherwise) which arises out of or in connection with this Agreement, even if Alamy has been advised of the possibility of such damages, costs or losses. Alamy's maximum liability arising out of or in connection with your use of or inability to use the Content (whether in contract, tort or otherwise) will, to the extent permitted by law, be limited to ten (10) times the value paid by you for the relevant Content.

5.4. The terms of Clause 5.3 will not preclude any liability or claim: (i) for death or bodily injury; (ii) for fraud; (iii) arising from willful default or gross negligence on the part of Alamy or any of its employees, agents or otherwise; or (iv) which cannot be excluded or limited by law. Each provision of Clause 5.3 is to be construed as a separate limitation (applying and surviving even if for any reason one or other of such provisions is held to be inapplicable, unreasonable or unenforceable in any circumstances) and will remain in force notwithstanding the termination of this Agreement.

5.5. Notwithstanding any other provisions of this Agreement each party acknowledges that the Website may contain archival or other collections that include Content that are not protected by copyright, in the public domain or for which copyright ownership is unknown and that in respect of such Content:

5.5.1. Alamy or its Contributors do not purport to have any Intellectual Property rights in such Content and are solely providing you with access to their copy based on your compliance with the terms of this Agreement; and

5.5.2. other copies of such Content may be available elsewhere for free.

6. Payment

Any Reproduction of the Content by you or on your behalf must be reported to Alamy as soon as practicable, and in any event within four (4) months of your download or receipt of the Content (whichever is earlier). Any failure in such reporting and/or delay in receipt of the License Fee by Alamy constitutes a material breach of this Agreement. Such material breach entitles Alamy to immediately terminate this Agreement and may, in some instances constitute an infringement of copyright and/or other Intellectual Property rights.

7. Release information

7.1. Unless the Content is marked as having a Release available on the Website at the time you download or order it, Alamy gives no representations or warranties whatsoever: (i) as to the existence of any Releases associated with the Content; or (ii) with respect to the use of names, trademarks, logos, uniforms, registered or copyrighted designs or artistic works depicted in any Content.

7.2. You must satisfy yourself that all Releases as may be required for the Reproduction of the Content have been secured and are appropriate for your intended use. You are solely responsible for obtaining all such Releases and will be solely liable in the event that a suitable Release is not obtained. If you are unsure as to whether any Releases are needed for your Content usage, then it is your responsibility to consult with relevant parties. You will not rely upon any representation or warranty given by Alamy employees or representatives save as set out in this Agreement.

7.3. Failure or refusal by you to secure the relevant Releases for Reproduction of the Content is considered a material breach of this Agreement and a breach of Intellectual Property rights, for which you will be solely liable and for which you will indemnify and hold harmless Alamy, the Contributors, and their respective parents, subsidiaries, successors, assigns, and all employees and agents. This indemnification is in addition to, not in lieu of, the indemnification set forth in Section 8 herein and will survive the expiration or earlier termination of this Agreement.

8. Indemnity

You will indemnify and hold harmless Alamy, the Contributors and their respective parents, subsidiaries, successors, assigns, and all employees and agents thereof against any and all claims, damages, losses, expenses or costs, including but not limited to any reasonable attorney's fees, arising out of: (i) any unauthorized use or allegedly unauthorized use of any Content; (ii) any third party claim in relation to your failure to secure any necessary Releases; or (iii) any other breach by you of any of your obligations under this Agreement. The terms of this Clause 8 will survive the expiration or earlier termination of this Agreement.

9. License fee

The License Fee depends on the nature of the rights granted. You agree to notify Alamy in the event that you wish to expand the usage for the Content and pay any additional License Fee. Use of any Content in a manner not specifically authorized under the terms set out in the Invoice or otherwise in the Agreement constitutes a material breach of the Agreement and may in some instances constitute an infringement of copyright and/or other Intellectual Property rights.

10. License cancellation

10.1. If you haven't used the Content file you may cancel the License and get a full refund within fourteen (14) days of the Invoice date. You'll need to send us an email sales@alamy.com, with the Invoice number (e.g. IY11110000) and the Content file number (e.g. AT4WHG). If you cancel, you will not be able to use the Content and you will need to remove it from your archives.

10.2. In addition, Alamy may terminate or withdraw your License in relation to the Content based on a potential or actual legal claim. Upon such termination or withdrawal, you and your client (if applicable) must immediately discontinue all future use of the Content, delete the Content and all copies from all magnetic/electronic media and destroy all other copies in its or your possession or control. Alamy may replace the Content with alternate Content upon its discretion.

11. Confidentiality

Each party agrees and undertakes that, both during and after the term of this Agreement, it will keep confidential, will not use for its own purposes and will not without the prior written consent of the other party disclose to any third party (other than to any company in either party's group of companies) any information concerning the business and affairs of the other (including the terms (but not the fact) of this Agreement) which may become known to such party in connection with this Agreement unless such information is public knowledge other than as a result of a breach of this paragraph, has been independently acquired from a third party without restriction on disclosure, or is required by law or any regulatory body or for the purposes of litigation by or against either party to be disclosed.

12. Data Privacy

We will collect and process personal information either submitted by you or collected by us to enable us to perform our contractual obligations to you and to provide services related to this Agreement. We will at all times adhere to applicable data protection laws and will process your personal information in accordance with our [Privacy Policy](#).

13. Overdue Invoices

13.1. Unless otherwise agreed by us in writing, all Invoices are payable by you within thirty (30) days.

13.2. If you do not make full payment of an Invoice on time we reserve the right to: (i) charge interest on the outstanding amount at the rate of one and a half percent (1.5%) per month from the date payment was due until payment is received by Alamy and/or (ii) terminate the License and/or suspend further services for you.

14. Condition of Content

You should make sure that you examine the Content for possible defects (whether digital or otherwise) before sending the Content for Reproduction. Subject to Clause 5.1, Alamy will not be liable for any loss or damage suffered by you or any third party arising from any alleged or actual defect in any Content or its caption or in any way from its Reproduction.

15. Downtime

Due to the nature of server provision, downtime and lost transmissions may occur as part of routine maintenance. You are advised to maintain a copy of your account status and details of Content purchased.

16. Miscellaneous terms

16.1. The License will terminate immediately if you: (i) enter into voluntary or compulsory liquidation, have a receiver appointed, or suffer any other insolvency or bankruptcy event, (ii) cease or threaten to cease to carry on trading (if applicable); or (iii) commit a material breach of this Agreement and, if such breach is remediable, it is not remedied within fourteen (14) days of receipt of notice requiring remedy. In the event of termination, all rights granted will immediately revert to us and any further exploitation of any Content may in some instances constitute an infringement of copyright and/or other Intellectual Property rights.

16.2. The License is conditional on you not being aware of or having received, prior to licensing any Content, any correspondence, representations, complaints or claims from Alamy Limited, Alamy or third parties (collectively 'Claims') alleging that the Content in question is in breach of copyright or other third party Intellectual Property rights or is in some other way unauthorized. Any such Claims existing at the time the Content is purported to be Licensed will render any License granted void from the beginning. Any use of in-copyright Content in a manner not expressly authorized by this Agreement may constitute copyright infringement, entitling Alamy Limited and/or Alamy to exercise all rights and remedies available to it under copyright laws around the world. You will be responsible for any damages resulting from any such copyright infringement, including any Claims by a third party. In addition, and without prejudice to Alamy's other remedies under this Agreement, Alamy reserves the right to charge and you agree to pay a fee equal to up to five (5) times Alamy's standard License fee for the unauthorized use of the Content.

16.3. No variation of any of these Terms will be effective unless in writing and signed by Alamy and you.

16.4. No action of Alamy, other than an express written waiver, may be construed as a waiver of any Clause of this Agreement. In the event that Alamy waives any specific part of this Agreement, such fact does not mean that any other part is waived.

16.5. In the event of any inconsistency between the Terms and the terms contained in any purchase order or other communication sent by you, the Terms of this Agreement will prevail. If any provision of this Agreement is held to be void or unenforceable in whole or in part, this Agreement will continue in force in relation to the unaffected provisions and the remainder of the provision in question.

16.6. Neither party will be liable to the other under or in connection with this Agreement for any failures, interruptions, delays or other matters of a similar nature arising out of circumstances beyond its reasonable control.

16.7. Subject to Clause 3.1.13, neither party will 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.

16.8. In the event Alamy retains an attorney or collection agency to collect any outstanding payment due by you, you agree to pay all collection costs, attorneys' fees and court costs relating thereto, in addition to any outstanding amounts due and applicable interest.

16.9. The validity of this Agreement and the interpretation and performance of all of its terms will be governed by the laws of the State of New York, U.S.A., without reference to its laws relating to conflicts of law. Any disputes arising from or related to this agreement will be finally settled by binding, confidential arbitration by a single arbitrator selected using the rules and procedures for arbitrator selection under the JAMS' Expedited Procedures in its Comprehensive Arbitration Rules and Procedures ("JAMS") or of the International Centre for Dispute Resolution ("ICDR") in effect on the date of the commencement of arbitration (the applicable rules to be at your discretion) to be held in New York. The arbitration proceedings will be conducted in English and all documentation will be presented and filed in English. The decision of the arbitrator will be final and binding on the parties, and judgment may be entered on the arbitration award and enforced by any court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not govern this agreement. The prevailing party will be entitled to recover its reasonable legal costs relating to that aspect of its claim or defense on which it prevails, and any opposing costs awards will be offset. Notwithstanding the foregoing, Alamy will have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against you in the event that, in the opinion of Alamy, such action is necessary or desirable to protect its intellectual property rights. The parties agree that, notwithstanding any otherwise applicable statute(s) of limitation, any arbitration proceeding will be commenced within two years of the acts, events or occurrences giving rise to the claim.

16.10. You recognize that the Content possess a special, unique and extraordinary character which makes difficult the assessment of monetary damages which Alamy or the Contributors might sustain by an unauthorized use. You agree that irreparable injury would be caused to Alamy or the Contributors by such unauthorized use, and that injunctive relief may be appropriate in the event of breach of this Agreement.

16.11. If after notice to you, you fail to take any action which you are obliged to take hereunder, Alamy and the Contributors will have the right and option, but not the duty, to bring an action for specific performance to compel such action, and obtain all reasonable costs, expenses, attorney's fees and disbursements with respect thereto if such specific performance is awarded by a court of competent jurisdiction.

16.12. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

16.13. This Agreement supersedes all prior understandings both oral and written between the Parties and constitutes the entire agreement between the Parties.

17. Schedule 1: Dataco

DataCo Photos and Editorial Text Reports

Your use of Image(s)/Footage concerning:

17.1. any photographs taken from any of the football matches listed below, or from within a stadium of an English Premier League or Football League club ("DataCo Photos"); or

17.2. any reports which contain opinion and describe or illustrate passages of play made from any of the football matches listed below, or from within a stadium of an English Premier League or Football League club ("DataCo Editorial Text Reports"), is subject to the restrictions set out below.

17.3.

- English Premier League;
- English Football League;
- League Cup (including final);
- FA Cup (up to, but not including semi-final); and
- "Friendlies" where an English Premier League or Football League club is the "home" club.

17.4. Restrictions

17.4.1. Dataco Photos and DataCo Editorial Text Reports may only be published by Customer (or any Customer Affiliate) for Permitted Editorial Use only and news reporting services only and must only be used for the personal, private non-public facing use of the Customer's end users.

17.4.2. No more than one hundred and twenty (120) Dataco Photos of any football match may be published during the time that such match takes place (together with an additional forty (40) photographs during extra-time, if applicable).

17.4.3. Dataco Photos must not be:

17.4.3.1. altered or manipulated other than 'flipping'; 'cropping' performed in good faith (provided that the meaning or circumstances depicted are not distorted); fun and harmless manipulation as an editorial means of telling a story; standard computerized enhancement in the form of minor alterations; presenting a player as a player of another club only in order to anticipate a post-transfer photo call in circumstances where the player's transfer has been

officially announced or confirmed by the transferee club; or to create computer-generated composite players, match officials, managers or coaches;

17.4.3.2. manipulated to obscure or remove a sponsor's name or logo;

17.4.3.3. 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;

17.4.3.4. used without a visible attribution to the photographer who took the relevant DataCo Photo (or their agency) on behalf of Alamy or The Press Association Limited.

17.4.4. DataCo Photos and DataCo Editorial Text Reports must not be:

17.4.4.1. unless specifically authorised in writing by the relevant football club or league, reproduced as part of any service (whether digital or print) and/or any website, publication or product that is offered, titled, described or promoted as:

17.4.4.1.1. an official club or league website, publication or other service or product; or

17.4.4.1.2. substantially on a single player or single club basis;

17.4.4.2. used in any merchandise or souvenirs (including without limitation memorabilia, collector cards, stickers, posters, badges, calendars and clothing);

17.4.4.3. used in, or for the purpose of promoting or advertising, any gambling service or product without first obtaining a licence from Football DataCo Limited or the applicable club or league permitting such use;

17.4.4.4. used in, or for the purpose of promoting or advertising, any game or competition which is not a promotional tool used in a bona fide editorial news services without first obtaining a licence from Football DataCo Limited or the applicable club or league permitting such use;

17.4.4.5. used in any way that creates or implies an endorsement or commercial association unless such an endorsement or commercial association exists;

17.4.4.6. used in any way that emulates audio or audiovisual material, unless the product is for people with visual impairment;

17.4.4.7. used in any website, publication or other service or product which:

17.4.4.7.1. 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

17.4.4.7.2. 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;

17.4.4.8. used in advertising and marketing materials; in posters; or in news and information archive databases unless permission is first obtained from Football DataCo Limited and subject to certain conditions;

17.4.4.9. published during the match to which they relate unless there is a delay of not less than 60 seconds before publication. This also applies to any related user generated content; and/or

17.4.4.10. published during a match where they amount to a continuous match commentary or live data service.