

DMB.

Unless otherwise specifically stated, images remain the property of DMB or the particular contributor. DMB represents that it has the right to grant the license on behalf of the contributor. Upon submission of and payment of an invoice by DMB a license is only granted to use the images for the use specified on the invoice and for no other purpose, unless such images are purchased outright. Recipient does not acquire any right, title or interest in or to any image, including, without limitation any electronic reproduction

Terms and Conditions

Submission of images for examination or use is conditioned upon the recipient agreeing to all the terms herein:

Terms relative to submission

Images may not be used in any way, including layouts, sketches, xerography or scanning until submission of and payment of an invoice indicating Recipients right to do same, or indicating the purchase of the image(s) outright, which shall be only on the terms of use hereinafter specified.

Projection of any transparency is not permitted. You may not archive, republish, or transmit images on any database without DMB's prior written consent.

Terms as to use

or promotional rights and will not make, authorise or permit any use of the particular image(s), plate(s) or digital files made there from other than as specified herein. The image(s) shall be faithfully reproduced and, unless DMB gives its express written consent in advance, shall not be cropped, colourised, solarised, overlaid with text, or otherwise altered in any way (except as to overall size). Full credit and copyright information must remain with the image.

If recipient desires to re-use an image or extend previous usage, then recipient must request and pay for additional rights prior to publication in any domain. You agree not to make, authorise or permit any use of an image or its derivative (use of an image as a source to create another image) except as authorised by the invoice. In the event you use a image for any use other than that indicated on the invoice, including but not limited to the number of uses, the publication using, or the size of the reproduction, DMB agrees to forego its right to sue for copyright infringement and breach of contract if you pay, as liquidated damages, a sum equal to ten (10) days of us invoicing such fee. This not a penalty but a fair use charge. If you fail to make such payment in ten

(10) days, we shall have the right to sue for copyright infringement and breach of contract. No model releases or other releases exist on any images unless DMB specifies the existence of such releases in writing. Recipient shall indemnify DMB against all claims arising out of the use of any images where the existence of such release has not been specified in writing by DMB. In any event, the limit of liability of DMB shall be the sum paid to it per the invoice for the use of the particular image involved.

User will hold DMB harmless from all claims for the use of the images, including defamatory use, DMB gives no right or warranties with respect to the use of names, trademark, logo types, registered or copyrighted designs or works of art depicted in any image, and the client must satisfy himself/herself that necessary rights, consents or permissions as may be required for reproduction are secured.

Digital files are provided "as is" and unless agreed before hand, will always be in RGB format, DMB makes no representation or warranty, either express or implied, including but not limited to any implied warranties of merchantability, fitness for any purpose, non infringement, quality of image, or compatibility with any computer hardware or other equipment, operating system or software program.

This agreement is not assignable or transferable on the part of the recipient. The contract contains all the terms of the agreement between DMB and recipient concerning delivery and review of images, and no terms and conditions may be added or deleted unless made in writing and signed by both DMB and recipient. These terms and the terms of any subsequent invoice supersede any and all terms of the clients purchase order. Any subsequent invoice DMB may issue may contain additional terms relating to the rights granted and the type of use allowed. No rights are granted until payment is made to DMB even though recipient has received an invoice.

Payment herein is to be net thirty (30) days. A service charge of two (2%) percent per month on any balance will be charged thereafter. Any claims for adjustment or rejection of terms must be made to DMB within ten (10) days after receipt of invoice. Recipient will provide DMB with two (2) copies of published material free of charge upon printing. Rights are being reserved to recipient when an invoice is created. If recipient cancel an order within ten (10) days after the invoice is issued DMB will refund 25% of the agreed fee. After ten (10) days no refund shall be made and recipient is responsible for full payment of the invoice. Images used editorially should bear a credit line in the form "(name of photographer or creator of the artwork)/ DMB". DMB

reserves the right to charge a treble fee for use without a credit. Recipient must register copyright in their name to afford protection to the image. Such copyright shall be immediately reassigned upon request, without charge. All rights not specifically granted herein to recipient are reserved for DMB'S use and disposition without any limitations whatsoever. Objection to any of these terms must be made in writing within 10 (ten) days.

Limitation of Liability

Under no circumstances will DMB or the owner of the image be liable for direct, incidental, consequential, indirect or punitive damages as a result of the use of the images. In any event, the limit of liability of the copyright owner of the image and DMB shall be the fee paid for the artwork to DMB.

You agree to indemnify and hold DMB, its officers, director, employees and the copyright holder, harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorney's fees, arising from the use of any image or any breach of this agreement.

Disputes or claims arising out of submission and/or use Any and all disputes with the exception of copyright claims, arising out of, under or in connection with this agreement, including, without limitation, the validity, interpretation, performance and breach hereof, shall be settled by arbitration in the London (UK) pursuant to the rules of the UK Arbitration association. Judgement upon the award rendered may be entered in the highest court of the forum,. This agreement, its validity and effect, shall be interpreted under and governed by UK law, if you are an agent for or an employee of a non UK company but operates in a place of business in the UK or its territories, you expressly agree that any dispute regarding this contract shall be adjudicated within the UK in the manner described here.

Copyright claims shall be brought in the UK court having jurisdiction. If DMB is caused to present claims or suit as a result of any breach of the above terms set forth, it shall be made whole for such reasonable legal fees or costs by recipient or user herein.

Expenses Management

If desired, you (the client) may elect to have shooting both Photographic and moving image based expenses administered by DMB. If you make such election, the following terms apply: The client shall advance to DMB in one or more lump sum payments, the funds necessary to cover all expenses specified in the estimate, and DMB shall disburse such funds to pay each such expense as it falls due.

DMB shall be authorized to pay all expenses in the approved estimate without the clients specific approval, but shall obtain such approval before paying any expense not specified in the agreed shoot estimate. DMB shall not be required to pay any expense unless and until the client provides the necessary funds, and shall have no personal responsibility or liability for any cost or expense, other than to disburse the funds provided by the client, pursuant to the agreed shoot estimate. The client shall indemnify DMB against any costs (including reasonable lawyer's fees) arising in connection with any claim asserted against DMB by any vendor or supplier as the result of the client's failure to provide required funds. DMB shall provide the client with receipts (or other acceptable written substantiation) for all disbursements made by DMB on the clients behalf in consideration of its services at the clients request

DMB shall charge processing fees to the client at the following rates:

Under £2,500 – None

£2,500 – £10,000 – £250

£10,000 – £24,999 – £500

£25,000 – £49,000 – £1,000

£50,000 – £99,000 – £1,500

£100,000 – Or more – £2,000

This privacy policy sets out how DMB uses and protects any information that you give DMB when you use this website.

DMB is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

DMB may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from the 1 of January 2010.

What we collect

We may collect the following information:

name and job title

contact information including email address

– demographic information such as postcode, preferences and interests

– other information relevant to customer surveys and/or offers

What we do with the information we gather

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

Internal record keeping.

We may use the information to improve our products and services.

We may periodically send promotional email about new products, special offers or other information which we think you may find interesting using the email address which you have provided.

From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or

mail. We may use the information to customise the website according to your interests.

Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

How we use cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

Links to other websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

Controlling your personal information

You may choose to restrict the collection or use of your personal information in the following ways:

whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes

if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by

writing to or emailing us at 12 Marlow Workshops, Arnold Circus E2 7JN
contact@dmbrerepresents.com

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would

like a copy of the information held on you please write to DMB, 12 Marlow Workshops, Arnold Circus E2 7JN or contact@dmbrerepresents.com

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.