

# The Contributor contract

This is your contract with [Alamy Ltd](#) which you (the "Contributor"/"You"/"you") sign when you [register as a Contributor](#). By registering you accept that a legally binding contract has been entered into with Alamy on the terms set out in these terms and conditions.

The Small print in Larger Print (All the legal wording written in Plain English)

- You are signing up to submit Images and have them sold by Alamy
- You also have the option to sell through our network of Distributors
- You are responsible for the content you upload, and you must be the copyright holder or have their permission or be contractually entitled to distribute the Image for its proposed use or the Image is copyright free
- We will pay you 50% of a direct sale made by Alamy
- You can quit with just 45 days notice
- We report sales to you as soon as we know about them
- We'll pay you every month that your balance is over US \$50
- You will caption and keyword (tag) your Images
- The information you supply must be correct, particularly when talking about model or property releases
- Prices are determined by Alamy
- Alamy's Customers cannot use photos for pornographic, defamatory, or any other unlawful purposes

Alamy is a member of the British Association of Picture Libraries and Agencies (BAPLA) and the Digital Media Licensing Association (formerly PACA)

## Your contract with Alamy Ltd

- Contains all the contractual conditions you need to know about working with us
- Gives details of our current commission model, Alamy Blue
- Gives details of:-
  - What you get paid
  - When you get paid
  - How you get paid
- Gives all financial information in US Dollars, but we can pay you in other currencies

Any amendments take 45 days to come into effect after we post them here: [Record of contract changes](#). We will also email you to notify you of these changes.

## Alamy Commission Table

Alamy Commission models, rates, fees and payment	Current model
	<i>Alamy Blue</i>
Alamy Commission For sales through <a href="http://www.alamy.com">www.alamy.com</a>	50%
<a href="#">Alamy Distribution Commission</a> For sales through our Distributors	70% (30% to Alamy, 40% to the Distributor)
<a href="#">Alamy Novel Use Commission</a> For sales through Novel Use	50%

Alamy Commission models, rates, fees and payment	Current model
	Alamy Blue
Alamy Footage Commission For footage sales	50%
Alamy Affiliate Commission	61.5% (38.5% to Alamy, 20% to Affiliate, 3% to affiliate provider)
Payment frequency - We will pay you monthly, if your Cleared Funds exceed US \$50	

For the discontinued Alamy Green and Red models please see the table at the bottom of the contract.

Types of licence (together called "Licences")

*"Rights Managed licence"*

referred to on the website as "Rights Managed" , or "RM"

means any Licence granted by Alamy during the period of this contract in respect of any Image defined by the Contributor as Rights Managed and combining rights defined by: territory, period, media, industry, print run and other relevant criteria including, but not limited to, those in the Licence calculator referred to in clause 8.2.

*"Royalty Free licence"*

referred to on the website as "Royalty Free", or "RF"

means any Royalty Free licence granted by Alamy during the period of this contract in respect of any Image defined by the Contributor as Royalty Free with the price determined by file size, usage, or other criteria as deemed appropriate by Alamy.

*"Novel use licence"*

means any novel use licence granted by Alamy during the period of this contract. If you grant novel use rights you grant Alamy permission to sell your Images at any price and by any method we feel appropriate.

## Terms and conditions of the contract

### 1. The Images

- 1.1. 'Images' means any digitised photograph, footage, illustration or other Image of whatever nature which at any time during the term of this contract you submit to Alamy
- 1.2. The Images must comply with all Alamy's technical, quality, content and other criteria and requirements as set out on the Alamy site at the time of your submission. You agree that Alamy and third parties authorised by Alamy have the right to delete any Images which do not comply with any of these criteria or for any other reason at Alamy's sole discretion.
- 1.3. Acceptance of an Image by Alamy shall be at Alamy's sole discretion and Alamy may at any time reject or delete Images at absolute discretion and any such material will no longer form part of the contract.
- 1.4. Where you submit Images by hard drive, Alamy will return the hard drive to you at your expense after uploading the Images onto the System.
- 1.5. You accept that you are solely and exclusively responsible for all Images that you submit and for all data that you store on Alamy's servers. You acknowledge that Alamy does not and cannot review all Images uploaded and is not responsible for the Images. Where Alamy makes available Images this should be considered only as a courtesy and does not limit your responsibility for the Images.

### 2. Submission and deletion of Images

- 2.1. You must assign the licence types available on the website to each Image you submit, and must ensure that you understand the implications of each licence type(s) you select.
- 2.2. You cannot submit identical or similar Images to Alamy as both Royalty Free and Rights Managed. The licence type on Alamy for an Image must be the same as the licence type for that Image and similar Images which you have on other agency websites.
- 2.3. You must keep the System up to date at all times by any method notified to you by Alamy including use of the Contributor section of the website and/or any spreadsheet. Without limitation You must update Alamy in respect of any sale on exclusive terms not made

via the Alamy System. If you give Alamy permission to update the System, or if Alamy updates the System for any reason, Alamy shall not be liable for any mistakes or omissions.

2.4. You may delete any Images after one hundred and eighty (180) days notice, subject to the section entitled "Pricing and Promotion". This is in addition to your rights to terminate the contract set out below.

2.5. You undertake not to use the System for the purposes of uploading, posting, emailing or in any other way processing or forwarding Images in breach of applicable law (including but not limited to information that may be deemed to constitute incitement to racial hatred, child pornography, slander, insult, instigation of rebellion, unlawful description of violence, and/or violation of copyright or any intellectual property law or violations of data protection laws) or that may in any other way be conceived as threatening, insulting, racist, offensive, vulgar and/or indecent or which involves infringement of a private individual's personal sphere or the infringement of a third party trademark or copyright or other intellectual property right.

2.6. Under this contract (subject to the restrictions stated in the contract) you have the right to supply your Images on a non exclusive basis and may therefore sell your Images in any other way you wish as long as you comply with the terms of this contract.

### 3. Effects of deletion

3.1. If an Image is deleted, whether by you or by Alamy then any licences then existing will still remain and Alamy will still be able to grant licences for:

3.1.1. Images relating to a specific use that have already been downloaded by a Customer for the purpose of such specific use prior to deletion, provided that Alamy will only be permitted to grant licences in accordance with this clause 3.1.1 for a period of 2 years following deletion;

3.1.2. Images relating to a specific use in respect of which Alamy had entered into negotiations with any Customer or Distributor prior to the date of deletion, provided that Alamy will only be permitted to grant licences in accordance with this clause 3.1.2 for a period of 2 years following deletion;

3.1.3. Images that are being re-used, in accordance with clause 6.4.1.

3.2. You undertake for yourself and the Copyright Owner that following termination neither of you will enter into any licence or disposal which conflicts with any licence granted by Alamy under this contract.

### 4. Warranties You warrant that:-

4.1. You have given full and accurate information at Registration including your full legal name and address and payment details and you will keep that information up to date at all times and You will provide and maintain a valid and accessible email address supplied to Alamy at Registration or at a later date via My Alamy, which we will use to contact you for important account specific information such as contractual notifications, operational updates and service emails.

4.2. (i) You are the [Copyright Owner](#) of the Images or have authority from the Copyright Owner to enter into the Contract and that the Copyright Owner is the sole owner free from any third party rights of the entire copyright and all other intellectual property rights throughout the World in the Image except for any rights that have previously been licensed or granted for the use of the Image/s, and that accordingly the Image/s do not infringe upon any third party copyright, trade mark, moral right or other intellectual property rights; or (ii) the Image has been supplied to you to distribute under contract for the uses for which they are proposed to be licensed; or (iii) the Image is entirely free from copyright and no attribution is required.

4.3. Where the contract is entered into by an agent on behalf of the Copyright Owner the agent has the full authority of the Copyright Owner to enter into this contract.

4.4. You hold the rights to grant, market, license, sell or assign all rights in the Images, including but not limited to the rights to grant reproduction rights in the Images for digital media, print, motion picture, television, video, cable, computer, radio, cartoon, merchandising and/or Internet, to make the Images available for reproduction on physical articles and items including without limitation on prints and posters, to make the Images available on electronic equipment, mobile phones and mobile devices, CD-ROM, DVD, digital optical disk data storage and other media or via the Internet, and to include them in any catalogue, Internet sites or marketing in any form ("the Rights"); Subject always to Clause 4.7 except for any rights that have previously been licensed or granted for the use of the Image/s, and that accordingly the Image/s do not infringe upon any third party copyright, trade mark, moral right or other intellectual property rights there is not and will not during the term of this contract be any limitation or restriction on Alamy licensing each Image to a Customer to the fullest extent possible.

4.5. You hold all permissions needed for the exploitation by third parties of the rights, including, without limitation, from subjects or owners of products or property depicted in the Images and/or original clients for whom the Images may have been created. Any exercise by Alamy of the rights shall not violate the rights of any third party (including, without limitation, the rights of the subject of the

Images), in particular with regard to laws relating to trade mark, copyright, indecency and obscenity, privacy, publicity and defamation within the UK, USA or elsewhere.

4.6. Where you have indicated that a [Model Release](#), [Property Release](#) or any other release of a third party right including without limitation any copyright, trade mark or other intellectual property right, is available. the release must (a) be legally binding and (b) (except as otherwise notified to Alamy via the website or, with the agreement of Alamy, via email) authorise all uses of the Images anywhere in the world including without limitation uses in relation to sensitive issues; you must make the release(s) available to Alamy if so requested.

4.7. You have detailed in the relevant fields of the System any Licence restrictions that you wish to apply and to cover all rights that have previously been licensed or granted for the use of the Image/s. Alamy also reserves the right to set licence restrictions in relation to the Images.

4.8. You grant to the Customer the right to alter the Images including any cropping, manipulation, combining and creation of derivative Images providing such alteration is not pornographic, defamatory or otherwise unlawful. You undertake that the person who created the Image has waived all moral rights in respect of use of the Image pursuant to this contract by Alamy, its Customers or any third parties.

4.9. There are and will be no claims by any other party in connection with the use or reproduction of any of the Images.

4.10. You will ensure that all Metadata including without limitation captions, keywording, descriptions and [Pseudonyms](#), rights management or other information pertaining to the Images is and will remain accurate and factually correct and does not infringe the copyright or other rights of any third party, and are not defamatory or pornographic.

4.11. Any information supplied for display with any Image, including captions, keywords, Pseudonyms, agency names and descriptions only includes information that is pertaining to the specific Image itself, and does not include contact details, web addresses, Uniform Resource Locator's (URL's), copyright and rights management information or, except in cases of journalism or news reporting or where the consent of any person shown in an Image has been obtained or another legitimate reason exists, any personal details from which a living person can be identified.

4.12. Where Alamy or Distributor has licensed an Image to one of its Customers, You agree that You will not contact the Customer for any reason pertaining to this sale or the use of the Image. In relation to alleged copyright infringements You agree to contact Alamy first to check there is no relevant download or licence before contacting the user of the Image and not to contact them if Alamy advises You that there is a relevant download or licence.

4.13. Where your Image(s) are included in search engine listing and promotion, pursuant to clause 15.1, no claim will be made by you, for breach of copyright in respect of the Images displayed.

4.14. The Image was not taken in any place where photography for commercial gain is forbidden, e.g. some museums, art galleries and other public or private buildings or areas.

4.15. The Image complies with the privacy and property laws of the country in which it was taken, e.g. in certain countries before taking a photo of someone you are required by law to ask the subject's permission.

## 5. Indemnities

5.1. You will indemnify, defend (at the request of Alamy) and hold Alamy and its sub-licensees and assigns harmless against any prejudice, damage, liability or costs (including reasonable lawyers' fees) which any of the indemnified parties incur arising from or in respect of any claim that there has been a breach of your representations, obligations and warranties in this contract. This paragraph will remain in force after the termination of this contract.

## 6. Appointment of Alamy

6.1. You appoint Alamy as your non-exclusive agent to exploit all Rights in the Images in the Territory in all media and formats whether current or yet to be developed (including for the avoidance of doubt and without limitation digital media, print, motion picture, television, video, cable, computer, radio, cartoon, merchandising and/or Internet, making the Images available for reproduction on physical articles and items including without limitation on prints and posters, making the Images available on electronic equipment, mobile phones and mobile devices, CD-ROM, DVD, digital optical disk data storage and other media or via the Internet, and including them in any catalogue, Internet sites or marketing), using the System.

6.2. Where you appoint Alamy as your agent to grant Royalty Free licences in respect of an Image, Alamy may vary the licences it grants in respect of that Image from Royalty Free to Rights Managed or Royalty Free editorial only. If you notify Alamy that you do not agree to such variation then Alamy may either continue to grant licences in accordance with the original licence type in respect of that Image or, at Alamy's option, may delete that Image from the System.

6.3. You may appoint Alamy as your agent to grant novel use licences in respect of all of your Images. Such appointment may be made by you confirming through the Alamy website or by email. You may terminate Alamy's right to grant novel use licences in respect of your Images at any time during the month of April in each year through the novel use page on the Alamy website without prejudice to your general rights of termination under this contract.

6.4. Alamy has full authority to negotiate all terms of commissions, licences and reproduction rights in the Images including the fee, duration and scope of any licence. You authorise Alamy to agree to any cropping, manipulation, combining and creation of derivative Images.

6.4.1. When re-licensing Images that have been previously licensed to a Customer, if in Alamy's reasonable opinion the content within which the Image/s is to be used is the same or very closely similar to that of the previous use (for example extensions of print runs, foreign language versions, new editions and reproduction in new or different forms of media), Alamy is permitted to grant a re-use licence on the terms and conditions, restrictions and availability in place at the time of the original licence. This clause will remain in full force and effect even after termination of this contract or deletion of the Image/s. As an example, Alamy is not entitled to grant licences for a book called 'Countries of the world' if the previous use was a book called 'The world Encyclopaedia' with different content or to grant licences for a magazine or advert if the previous use was for a book.

6.5. Alamy shall have the right to add, amend or delete any Metadata for an Image if in Alamy's opinion this would be likely to increase the sales potential for that Image or if it believes the Metadata to be incorrect.

6.6. Alamy is entitled to set and agree prices in its absolute discretion.

6.7. You authorise Alamy to add the Images to one or more of its databases.

6.8. If you agree to [Image Options](#) you grant Alamy the right to carry out certain pre-formatting changes to the Images prior to release for licensing.

6.9. You acknowledge that Alamy will have the right to translate the captions and tags (keywords) and other information associated with the Image into other languages, including by using an automated machine translation process that Alamy has had no input into or control over and that accordingly Alamy disclaims any liability for any failure to translate or for any inaccurate, misleading, defamatory, insulting, offensive, infringing or unlawful content created as a result of or arising out of such translation process.

You will only remain responsible for providing and maintaining accurate information in the original language provided.

## 7. Alamy's obligations

7.1. Alamy agrees to use its reasonable endeavours to grant licences as you have requested. However if Alamy (or one of its Distributors) sells an Image outside the terms specified by you it shall not be liable for any loss.

7.2. Alamy agrees to use its reasonable commercial endeavours, utilising the System, to obtain reasonable Licence Fees.

7.3. Alamy shall act as an agent in respect of the Images.

7.4. Where you are agent for the Copyright Owner, Alamy's contract is with you only.

## 8. Pricing and promotion

8.1. Alamy offers [Custom Pricing](#) to some of its Customers in relation to Rights Managed Images with or without exclusivity and Royalty Free Images i.e. pricing contracts entered into with Customers where Images are licensed for set amounts, dependent upon usage or dependent upon volumes of Images purchased. These licence prices may vary from those of the Alamy licence calculator and you agree that your Images can be licensed at these rates without Alamy having to consult you.

8.2. Alamy offers its Customers the ability to price up all Images on its site by using a licence calculator. You agree that Alamy can sell Images at the prices from this calculator without Alamy having to consult you.

8.3. Promotion - Alamy shall have the right to offer Customers promotions on Images to promote the Alamy service without Alamy having to consult you, including, but not limited to acquiring new Customers or stimulating buying from existing Customers by offering discounts.

8.4. If you are an Agency Contributor you may set your own prices for your Royalty Free Images (but not for Rights Managed Images or novel use licences). Agency Contributors can supply pricing via spreadsheet or via any other means agreed with Alamy. Alamy is still entitled to discount these prices in accordance with the preceding clauses, without reference to you.

## 9. Novel use licences {participation in novel use is optional} If you grant novel use rights;

9.1. In addition to the promotion rights set out in 8.3 above you grant Alamy permission to sell your Images at any price and by any method we feel appropriate and to supply Images to third parties without Alamy having to consult you, including but not limited to trials with new Customers, prototypes/proof of concept and high volume low unit price licences. Where Alamy does not make a charge to these third parties, you will not receive payment.

## 10. Credits, copyright notices and promotion

10.1. Customers of Alamy using Images will be instructed to credit your Pseudonym /Alamy or, where applicable, the Agency Contributor name/Alamy.

10.2. Alamy cannot guarantee a photo credit in any instance, and will not be held liable if a photo credit is not made. Nor can Alamy guarantee if a photo credit is made that it will show your Pseudonym or where applicable your Agency Contributor name.

10.3. Alamy shall have the right, including in advertising and publicity in any media, to use your name to advertise and promote the System and/or the Alamy brand.

10.4. Provided you acknowledge Alamy's rights you may use Alamy's trade marks in any lawful promotion or publicity without Alamy's prior written consent. Pornographic, defamatory or other unlawful use including use in unsolicited electronic communications is not permitted. Alamy shall be entitled to revoke this permission if it becomes aware of any use of its trade marks which it deems inappropriate.

## 11. Distribution {participating in distribution is optional}

11.1. If you agree to your Images being licensed to end user Customers through any third party appointed by Alamy ('a Distributor'), in territories to which you have given your agreement then all of your Images will be available for sale by Distributors in the territories specified. You confirm your agreement through the Alamy website or by e-mail

11.2. Images which have any restrictions in place may be excluded from the distribution scheme at Alamy's discretion.

11.3. You agree that you will specify in which territories you wish your Images to be available. Once these territories have been selected you may deselect all or any of the territories at any time during the month of April in each year through the distribution page of the Alamy website.

11.4. You agree that in respect of all sales made by Distributors the Distributor commission as specified in the Alamy Commission Table will apply.

11.5. Images supplied to Alamy and signed up to distribution are available to be used free of charge for marketing purposes by the Distributor based in that territory to promote sales of Alamy's Images and/or to enhance awareness of the Alamy name/brand or that of the individual Contributor.

## 12. Paying You

12.1. We will report any Licence Fees earned in respect of your Images in US dollars and net of any applicable (i) Sales Tax, (ii) [Alamy Commission](#), and (iii) third party commission.

12.2. As soon as a licence is purchased by a Customer we will report to you online the relevant details of such licence. We may round fractions of a cent up or down at our discretion. Licence Fees charged to Customers in currencies other than US Dollars will be recorded on your statements in US Dollars. The exchange rate used will be reviewed and adjusted in line with exchange rate fluctuations.

12.3. We will pay you within 30 days if at the start of the first day of any month the Cleared Funds less any account debit balances in your account exceed US \$50, or such lower amount as is published on the Alamy website from time to time. We will pay you in the applicable currency and in line with the payment details supplied by You. If you are UK VAT registered, we will add UK VAT at the currently prevailing rate. No payment will be made and the amount shall be carried forward to the following month, provided that (i) the amount due is equal to or under US \$50 or such lower amount as is published on the Alamy website from time to time, or (ii) you have not supplied payment details, any supplied details are incorrect, or you have chosen a payment method that we no longer support.

12.4. Where your payment currency is not US Dollars all amounts shall be converted from US Dollars to the payment currency at the exchange rate provided by Alamy or Alamy's [Payment Provider](#) on the date of payment or the preceding UK working day. If the rate is provided by Alamy it will be within 2.5% of the spot rate on that day.

12.5. Alamy may recover by debiting a Contributor's account or otherwise:

12.5.1. any sum incorrectly or inadvertently credited to your account;

12.5.2. any amounts due from you to Alamy where you are also a purchaser from Alamy or a Distributor;

12.5.3. all other amounts due to Alamy from you including costs and handling charges incurred by Alamy but properly payable by you and, where Alamy is entitled to be indemnified by you in the circumstances set out in clause 5, a sum representing the likely total amount of such indemnity.

12.6. If any remittances made to you by Alamy shall not have been cashed in any 2 year period, Alamy may remit the balance in your account to a charity of our choice.

12.7. If you have not supplied payment details or any supplied details are incorrect or you have chosen a payment method that we no longer support then (i) if your cleared balance is over the payment threshold specified in clause 12.3 Alamy may remit any cleared balance that is over 2 years old to a charity of our choice; or (ii) if your cleared balance is under the payment threshold specified in clause 12.3 Alamy may remit any such cleared balance that is over 5 years old to a charity of our choice.

12.8. If Alamy offer reporting of License Fees in currencies other than US Dollars then all references in this clause 12 to US Dollars shall be interpreted to refer to the applicable currency.

### 13. Self billing for UK Value Added Tax (VAT) registered Contributors

13.1. You must inform Alamy whether you are registered for VAT and must inform Alamy if at any time the position changes including any change in your VAT registered status, a change of your VAT number or if you sell all or part of your business.

13.2. Where you are UK VAT registered, you agree that Alamy will self bill you. Alamy will issue self-billed invoices to you for all taxable supplies made to Alamy by you (Taxable supplies is defined by HM customs & Excise as all goods and services which are VAT rated). The self-billed invoices will include your name, address and VAT number, together with all other details that constitute a full VAT invoice.

13.3. Alamy, whose VAT number is 718 2941 23, will agree new terms for self billing with you if Alamy's VAT number changes and Alamy will inform you if the self-billed invoices are outsourced to a third party.

13.4. If it is subsequently found that you were not VAT registered or have failed to provide accurate and current information relating to your VAT status, then you shall immediately on demand by Alamy repay to Alamy any VAT paid over incorrectly (together with any associated interest and penalties incurred by Alamy). Alamy may recover by debiting your account any money due to Alamy in respect of tax and any associated interest or penalties.

### 14. Audit rights of Contributor on Alamy

14.1. Alamy shall initiate an audit of its Systems and its allocation of payments due to Contributors on a yearly basis by an independent firm of chartered accountants of Alamy's choice.

14.2. Upon receiving 30 days' written notice, a Contributor may review the audit methodology and a copy of the System audit with the deletion of any records of other Contributors and the deletion of any other confidential commercial items.

14.3. In the unlikely event of a material dispute between you and Alamy regarding amounts due to you, Alamy shall, at a convenient time and upon receiving 30 days' written notice, allow your representative (who shall be either a qualified lawyer or accountant) to inspect Alamy's records which relate only to your account. The costs of the inspection shall be paid by you except if it reveals an underpayment to you of more than US \$1000 in any 12 month period where Alamy will correct the records, make any payments due and reimburse the actual costs of your audit.

### 15. Advertising and promotion

15.1. You agree that the Images may be used worldwide at Alamy's option without charge and without prior consent or approval from you in [Promotional/Marketing Material](#) or in any other manner at the sole discretion of Alamy designed to promote sales of Images and/or to enhance awareness of the Alamy name/brand or that of the individual Contributor, subject to the following:

15.1.1. If Images have been used in Promotional/Marketing Material prior to account termination and/or deletion those Images will be permitted to remain in that specific Promotional/Marketing Material;

15.1.2. For the avoidance of doubt, Images that have been deleted and/or subject to account termination will not be used in new Promotional/Marketing Material;

15.1.3. For the avoidance of doubt Promotional/Marketing Material also includes articles and interviews featuring Alamy and/or its Imagery, social media and search engine listing and promotion including but not limited to 'Google Images'.

15.2. Where Images are used to promote the Alamy name/brand in general, Alamy will make reasonable efforts to provide a photo credit to you where commercially reasonable, but you understand that Alamy cannot guarantee a photo credit to you and will not be held liable if one is not made or is made in a different format from that requested by Alamy.

15.3. You agree that we have the right, when using the Images in advertising and promotion, to alter the Images including any cropping, manipulation, combining and creation of derivative Images providing such alteration is not pornographic, defamatory or otherwise unlawful.

## 16. Breaches of licences and defaults by Customers and third party infringements

16.1. You recognise that Alamy shall have no obligation to conduct any verification or check of the character, standing or financial position of any Customer.

16.2. Each party shall promptly inform the other of any actual or suspected infringement of copyright, loss of Images, breach of moral rights or other matter giving rise to threat of proceedings or claims or demands in respect of any of the Images. In the event of any alleged breach of any licence by a Customer or any [Infringement](#) of intellectual property or other rights in an Image by a third party, Alamy may either take action itself against the Customer or third party or alternatively inform you that it will not be taking action and you may then do so at your option.

16.2.1. If Alamy takes action Alamy may (but shall not be obliged to):

16.2.2. make such claims and take such action as may be necessary (in the opinion of Alamy) in connection with it. Fifty percent (50%) of all amounts recovered by Alamy in connection with such claims or actions (after first deducting collection fees and reasonable legal expenses incurred by Alamy) shall be paid to you.

16.2.3. If you take action then Alamy's sole obligations shall be to at your request and cost, provide testimony in any action which may be brought by you by verifying the terms of the contract entered. Prior to giving this assistance Alamy may require you to have indemnified Alamy for all of the costs and expenses of any such action including at Alamy's discretion providing and securing the costs of Alamy's legal and other advisers.

16.3. You agree that where Alamy incurs legal and/or other specific costs relating to an outstanding amount owed by a Customer then these costs will be recouped by Alamy first before accounting to you. For the avoidance of doubt should a debt be only partially cleared by a Customer then Alamy will recoup its specific costs first and then divide the remaining amount between you and Alamy in line with the commission schedule in force at the time the debt was invoiced. Alamy shall not be obliged to pursue payment of debts owed by Customers if, in Alamy's opinion, the prospects of recovery are not good enough to justify the likely collection costs.

16.4. If a Customer is declared bankrupt or goes into liquidation owing Alamy any money, we will write off the debt. If we subsequently receive any money from the official trustee or liquidator we will donate any such amount to charity if the amount recovered means it is not cost effective to pay out the funds we receive.

## 17. Loss of Images or failure of System

17.1. Due to the nature of server provision, downtime and lost transmissions may occur. In recognition of this it is agreed that Alamy shall have no liability to any Contributor or Copyright Owner for:

17.1.1. the loss of any Image or for any deterioration or damage to any Image on the System; or

17.1.2. any failure of the System which causes lost Licence Fees.

17.2. Contributors shall be responsible for maintaining original and digital back-up copies of all Images submitted to Alamy and will provide replacement digital copies to Alamy on request at any time.

17.3. Alamy is entitled to amend the System or remove an online upload facility at any time.

## 18. Liability of Alamy

18.1. Alamy's liability for negligence or breach of any of the provisions of this contract shall not:

18.1.1. exceed the total commission payable to Alamy during the 12 month period preceding the negligence or breach. For the purposes of this subclause, the total commission payable to Alamy during the 12 month period shall be deemed to be no less than US \$1,500 and no more than US \$30,000; or

18.1.2. be claimed more than 12 months after the date of the alleged breach.



18.2. Alamy shall have no liability to you for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether or not caused by the negligence of Alamy, its servants or agents)

18.3. The terms of this clause shall not prevent any liability or claim for death or bodily injury nor any claim arising from wilful default or gross negligence on the part of Alamy or any of its servants, agents or otherwise.

## 19. Amendment and variation

19.1. Alamy may vary this Contract by altering or deleting any of its provisions or adding any new provisions by giving you 45 days prior notice at any time. If You do not accept any of the variations You have the right to terminate this Contract by giving written notice to Alamy in accordance with the provisions of clause 20.1.2.5.

## 20. Termination

20.1. You may terminate this contract:

20.1.1. on 45 days prior notice to Alamy at any time;

20.1.2. immediately by written notice to Alamy if Alamy:

20.1.2.1. breaches any terms of this contract which breach is not capable of effective remedy; or

20.1.2.2. breaches any term of this contract which is capable of remedy but which is not remedied within 30 days of the date of a notice specifying the breach and requiring that party to comply with that term.

20.1.2.3. enters into insolvent liquidation.

20.1.2.4. ceases to carry on its business of operating the System.

20.1.2.5. where Alamy gives 45 days notice to vary the contract pursuant to clause 19.1, by written notice to Alamy at any time during that 45 day period expiring at the end thereof.

20.2. Alamy may terminate this contract:

20.2.1. on 45 days' prior notice to you at any time;

20.2.2. immediately on written notice to you if:

20.2.2.1. you breach any terms of this contract which breach is not capable of effective remedy; or

20.2.2.2. you breach any term of this contract which is capable of remedy but which is not remedied within 30 days of the date of a notice specifying the breach and requiring that party to comply with that term.

20.2.2.3. you are declared bankrupt or go into liquidation or receivership or an administrative receiver is appointed over all or any part of your assets or a meeting of creditors is called.

20.2.2.4. Alamy decides to terminate its operation of the System.

20.2.2.5. Alamy may at its discretion, without terminating this contract in relation to your other Images, delete any individual Image(s) at any time.

20.3. On termination Alamy shall;

20.3.1. delete from its Website each Image provided by you in respect of a terminated contract;

20.3.2. continue to account to you in respect of licences granted before termination or licences granted as allowed elsewhere in this contract, including in accordance with clauses 3.1.3 and 6.4.1;

20.3.3. not return to you any data, of whatever kind, relating to an Image or an Image itself.

20.4. The termination shall not prejudice any licences then existing or any negotiations which Alamy has properly entered into with any third party prior to the date of termination or the grant of licences for Images already downloaded by a Customer prior to termination.

20.5. You undertake for yourself and the Copyright Owner that following termination neither of you will enter into any licence or disposal which conflicts with any licence granted during the period of this contract by Alamy.

## 21. Notices

21.1. Any notice under this contract may be sent electronically to the email address notified by each party to the other and may also be sent either by pre-paid first class post, recorded delivery or registered post, to the name and address notified in accordance with this clause. A notice served under this clause shall be deemed to have been received on the expiration of 48 hours after service. Any notice sent by Alamy to your email address notified to Alamy shall be deemed to have been duly served on you whether or not such notice is actually received by you.

21.2. Alamy may also serve notice on you by a display on its website in a reasonably prominent position to which the attention of Contributors is drawn.

21.3. Please note that Alamy may contact you at the e-mail address, postal address, on the telephone numbers given, or using any other communication method, including without limitation social media, when you [register as a Contributor](#) or those supplied in My Alamy at a later date.

## 22. Your data communications

22.1. At all times we will adhere to applicable data protection laws and the Alamy Group of companies' [privacy policy](#) in relation to the processing of your personal data and communications with you.

22.2. By opting in to marketing and/or 3<sup>rd</sup> party emails during Registration you agree that we can send you marketing and/or 3<sup>rd</sup> party emails. These emails are promotional in nature and will include, but are not limited to, photography related offers, competitions, industry information and affiliate programs. You can unsubscribe from marketing and/or 3<sup>rd</sup> party emails at any time by clicking the unsubscribe link within these emails or by changing your email preferences in your account settings.

## 23. Assignment and parties

23.1. This contract will continue for the benefit of and be binding upon Alamy and you and your respective successors in title and assignees. You may only assign the contract with the prior written consent of Alamy.

23.2. Alamy may assign this contract to any member of the Alamy Group or any third party and if it does so references herein to Alamy shall thereafter be to such third party or Alamy Group company and references herein to the Alamy Group shall be to any subsidiary of such third party or Alamy Group company, or the holding company of such third party or Alamy Group company or any subsidiary of such holding company or Alamy Group company.

23.3. No person who is not a party to this contract (including any Copyright Owner) may enforce any term or condition of it and the contracts (rights of third parties) Act 1999 shall not apply.

## 24. Entire understanding

24.1. This contract supersedes any previous contract between the parties relating to the Images and constitutes the entire understanding between the parties and is binding upon them, your executors, successors or assigns.

24.2. If any provision or provisions of this contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

## 25. Disputes and governing law

This contract shall be governed by and interpreted in all respects in accordance with the laws of England and Wales . If any dispute shall arise between you and Alamy in connection with or in relation to this contract the matter shall be resolved by the courts of England and Wales .

## 26. News Images

26.1. All Images submitted via any designated routes for News, sport or entertainment Images must adhere to Alamy's published guidelines for [News Images](#).

26.2. An Image submitted as a News Image must be free of any manipulation or alteration which alters the truth of the Image.

26.3. The decision as to whether an Image is suitable for representation as a News Image is at Alamy's sole discretion.

## 27. Collecting societies

Subject to clause 27.1, You authorise Alamy to grant to the [Collecting Society](#) a mandate to negotiate, claim and administer the rights in respect of [Secondary Uses](#) of your Images that you have authorised Alamy to represent you for.

You also confirm that for sales made by Alamy you authorise Alamy to grant to the Collecting Society an exclusive licence. Exclusivity is limited to the actual uses of the Images claimed and paid for under the Collecting Society's collection scheme only ("Collection").

Alamy will grant the Collecting Society a mandate to claim on your behalf a share of royalties arising from these rights collectively licensed by the Collecting Society as Secondary Uses and distributed through Collection.

For the avoidance of doubt, the above authorisation extends only to Secondary Uses of Images that the Collecting Society manages through collective licensing schemes and does not transfer any authority to the Collecting Society to issue individual Licences for [Primary Uses](#) on your behalf, nor does it transfer the ownership of copyright to the Collecting Society.

You also confirm that you have authorised Alamy to claim and receive on your behalf any royalty payments the Collecting Society has calculated as part of Collection in respect of an authorised claim made on your behalf by Alamy, and to deduct a commission or fee of 50% after recouping any applicable administration charges.

27.1. If you have specifically informed us not to claim on your behalf for Collection in the United Kingdom before July 30<sup>th</sup> 2016 then we will not claim for you under Collection unless instructed to do so. If you do instruct us to claim on your behalf this will continue for the contract duration.

## 28. Definitions

The following definitions shall apply:

*"Alamy Affiliate Commission"*

means the percentage commission charged by Alamy on all sales made through the Affiliate Program comprising Alamy Commission and Affiliates commission.

*"Affiliate"*

means a website and a service provider that promotes offers and promotions in return for a commission.

*"Agency Contributor"*

means a Contributor who is assigned Agency Contributor status by Alamy at its sole discretion.

*"Alamy Ltd"*

means Alamy Limited or its administrators, successors in business or any other person to whom it may license or assign its rights under this contract.

*"Alamy Commission"*

means the percentage of the net Licence Fees that Alamy takes.

*"Alamy Commission Table"*

means the table set out above which lists the fees and commissions payable or any substitute table of which Alamy has given notice in accordance with the section entitled Statements and payment.

*"Alamy Distribution Commission"*

means the percentage commission charged by Alamy on all sales made by Distributors comprising Alamy Commission and Distributor's commission as set out in the Alamy Commission Table.

*"Alamy Group"*

means Alamy Ltd and its subsidiaries and/or any future holding company and "Subsidiary" and 'Holding Company' means a subsidiary and holding company within the meaning of section 1159 of the Companies Act 2006.

*"Alamy Novel Use Commission"*

means the percentage commission that Alamy receives in respect of novel use licences as set out in the Alamy Commission Table.

*"Alamy Footage Commission"*

means the percentage commission that Alamy receives in respect of licences of footage as set out in the Alamy Commission Table.

*"Cleared Funds"*

Alamy operates a real-time reporting system, where sales are reported in the Contributor's account at the point at which a client purchases on credit card, or when an invoice is raised to a client purchasing on a finance account.

Sales are posted to Contributors' accounts immediately and are listed as "uncleared". They will not clear for at least 45 days from the sale date.

Credit card sales will automatically be deemed cleared on day 45 as long as the transaction has not been returned as fraudulent, is not suspected of being fraudulent by Alamy or is in dispute. Sales on account will be deemed cleared on day 45 if we have received payment from the Customer. Otherwise the sale will be deemed cleared as soon thereafter as we have received payment and allocated it to the Contributor's account. "Cleared Funds" means amounts which are deemed cleared in accordance with the above process.

*"Collecting Society"*

means an entity authorised by Copyright Owners to commercially exploit their copyrights. As it is impractical for rights holders to individually monitor all the different uses made of their works, they entrust certain parts of this task to a Collecting Society. In the context of this contract a Collecting Society is one that deals with secondary rights only.

*"Contributor"*

means the Copyright Owner or if Registration has been completed on the Copyright Owner's behalf by an authorised company or licensee that entity. For the avoidance of doubt, if Registration is completed by an authorised employee on behalf of a company then that company is the Contributor. The term Contributor also includes the Contributor's executors, administrators, heirs and assigns or successors in business.

*"Copyright Owner"*

means the person who is represented as owning the copyright in any Image.

*"Customer"*

means any third party individual, partnership, corporation or other entity who may be intermediaries or end-users and to whom a licence is or is proposed to be granted by Alamy.

*"Custom Pricing"*

means pricing agreements entered into with Customers where Images are licensed for set amounts, dependent upon usage or dependent upon volumes of Images purchased. These licence prices may vary from those of the Alamy licence calculator.

*"Distributor"*

means any third party company appointed by Alamy to sell your Images to end user Customers in territories to which you have given your agreement.

*"Image"*

means any digitised photograph, footage, illustration or other Image of whatever nature which at any time during the term of this contract you submit to Alamy.

*"Image Options"*

means things we do to Images to enhance the customer experience and/or for operational reasons.

*"Infringement"*

means the use of an Image sourced from Alamy or its System and used without permission. Permission must be in the form of a valid license or other permissible agreement.

*"Licence Fees"*

means any sum or sums actually received by Alamy from any Customer in respect of the licence of an Image whether a single payment or a royalty paid over time.

*"Metadata"*

Means Image information supplied to Alamy by the Contributor by any means, including but not limited to licence types, licence restrictions, Releases' data, captions, keywords, descriptions, date taken, location and Pseudonyms.

*"Model Release"*

means any written release signed by or on behalf of any living person or the estate of a deceased person or an infant whose likeness is incorporated in whole or in part in any Image.

*"My Alamy"*

means the website pages of the System in which your details are specified.

*"News Image"*

means any "Image": i) where the subject matter and nature of the Image has an immediacy, or has a relevancy pertaining to a current topic of interest, and ii) that is submitted by the Contributor for inclusion in any feed, gallery or other method of representation for such Images, and iii) that is accepted by Alamy as suitable for inclusion.

*"Payment Provider"*

means Alamy or any other payment provider as decided by Alamy.

*"Primary Uses"*

means a use of Images as permitted by Licences granted by Alamy to its Customers. For example, a magazine using an Image in an editorial feature.

**"Promotional/Marketing Material"**

means promotional and marketing material that shall include, but not be limited to PR pieces (for example: articles in magazines or newspapers; magazine competition/subscription offers; magazine cover mounts; Front, inside and back cover Images), events (for example: inclusion of work in panels or other materials for Alamy events and third party events with which Alamy is involved; trade stands), direct mail (for example: inclusion of Images in printed mailing or promotional piece, postcards), advertisements (for example: guides to stock; magazine advertisements; magazine inserts; banner advertisements; ambient media, e.g. projection onto a wall, Image on a promotional coffee cup), email newsletters and text/Image based e- promos (for example: Alamy marketing emails, Alamy e-newsletters; viral newsletters and competitions ), search engine listing and promotion and Alamy ratified social media sites and apps, use in information graphics, supply of Images to third parties for use in Image galleries (Images unaccompanied by copy) and editorial pieces (Images accompanied by copy), websites and blogs in return for publicity, specific ad-hoc marketing campaigns, supply of Images to third parties for use in conferences/presentations/keynote speeches in exchange for publicity, and other uses by third parties in return for publicity.

**"Property Release"**

means any written release from the owner and/or occupier of any property whose permission is necessary or desirable for Images incorporating in whole or in part that property to be published in any jurisdiction in the world.

**"Pseudonym"**

means the name under which you sell your Images. Your default Pseudonym is the name you gave during Registration.

**"Registration"**

means the on-line display on the System at the time you complete the registration process and which will have included:

- your name and address.
- your login details for your account with Alamy.

Registration details may be modified online and new details are applicable from the time you, or anyone authorised on behalf of you, changes the details in My Alamy.

**"Releases"**

means a Model Release, Property Release or any other release of a third party right including without limitation any copyright, trade mark or other intellectual property right, which it is necessary or desirable to obtain in respect of any Image.

**"Secondary Uses"**

means a use of Images that is not a Primary Use, including without limitation the photocopying, scanning, printing and digital re-use and communication of Images that are part of composite works, like books and magazines, and also licences governing document delivery services, the uses made under educational recording licences and uses made under cable retransmission and also similar international uses of Images remunerated through levy Systems etc. For example, a student photocopying a magazine article with Images in it where the License for the Primary Use of the Images was granted by Alamy.

**"Storage Fees"**

means the Alamy fee per Image per month, or part thereof, levied in advance every month. This fee came into effect on 1st March 2003. These fees apply to the discontinued Alamy Green and Red commission schedules only.

**"System"**

means the online System(s) operated by Alamy, including the website at [www.alamy.com](http://www.alamy.com) and any other internet based System for the licensing of Images which Alamy may operate under the Alamy brand.

View discontinued models		
Alamy Commission models, rates, fees and payment	Discontinued models	
	Alamy Red (Discontinued 02 May 2002)	Alamy Green (Discontinued 08 Oct 2006)
Alamy Commission For sales through <a href="http://www.alamy.com">www.alamy.com</a>	30%	40%
<a href="#">Alamy Distribution Commission</a> For sales through our Distributors	70%	70%
<a href="#">Alamy Novel Use Commission</a> For sales through Novel Use	50%	50%
<a href="#">Alamy Footage Commission</a> For footage sales	50%	50%

Alamy Commission models, rates, fees and payment	Discontinued models	
	Alamy Red (Discontinued 02 May 2002)	Alamy Green (Discontinued 08 Oct 2006)
Storage Fee Charge per Image per month	US \$0.10	US \$0.10
Submission Fee Charge per Image submitted	US \$2.00	0
Payment frequency - We will pay you monthly, if your <a href="#">Cleared Funds</a> exceed US \$50		

– End of contract –

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