

## **Editorial Policy**

The purpose of this document is to outline the principles, practices and policies Impact Action Photos upholds in delivering the highest standards of editorial integrity to our customers. For editorial content, we recognize, respect and adhere to the ethical conduct acknowledged by both our industry and our peers. Impact strives to achieve and support the high standards in photojournalism today through good judgment and a commitment to our editorial principles, practices and process.

## **Usage Agreement: One-Time Use Only**

Events photographs provided by Impact Action to media outlets are solely for editorial purposes with a one-time use and are not exclusive. Resale or sharing of files/photos/footage is strictly prohibited. All images are copyright property of Impact Action Photos.

## **Our Photo Credit Policies**

### **Credit: ImpactActionPhotos.com**

All images captioned with a credit 'ImpactActionPhotos.com' are the product of Impact Action Photos.

### **Credit: (News Service)/ ImpactActionPhotos.com**

This credit is based on the long-standing wire service tradition of sharing the editorial process between established news organizations. This credit would only apply when the news service is a well-known and established party that already has an established reputation for following strict editorial procedures that are equivalent to Impact Action's standards.

An example of this credit could include 'ImpactActionPhotos.com' where the first named party is the verified editorial source of the news material and the second party is responsible for delivering the content to their respective news distribution service. In some cases this credit could appear as ImpactActionPhotos.com /(News Service)'. This credit indicates that Impact Action is the originating party for news coverage and the news service is the distributing party.

### **Credit: (Outside Source) via ImpactActionPhotos.com**

This credit conforms to a long-standing wire service tradition of providing access to 'handout' materials as a service to editorial clients. Following the generally accepted industry standards, these photos must be from a known source and should be relevant to the overall mission of the wire service.

Examples of valid outside sources include

- Sporting event coverage -- Photo organizations of sports leagues (NBA Entertainment)
- Television screenshots -- From local market or national broadcast news media
- Newsworthy content from verified third-party sources

## **Impact Action Photos Images Editorial, Rights-Managed and Rights-Ready Image and Footage License Agreement**

THIS IS A LEGAL AGREEMENT (THE "AGREEMENT") BETWEEN LICENSEE, PURCHASER (IF ANY) IMPACT ACTION PHOTOS. THIS AGREEMENT APPLIES TO LICENSES ISSUED VIA THE WEB AND VIA IMPACT REPRESENTATIVES, AND IS APPLICABLE TO ONLINE, DIGITAL AND ANALOG (PHYSICAL) DELIVERY OF LICENSED MATERIAL. BY ORDERING A LICENSE, LICENSEE AND, IF APPLICABLE, PURCHASER, IS CONFIRMING THAT IT HAS CAPACITY TO FORM A CONTRACT UNDER ITS LOCAL LAWS.

### **1. Definitions.** In this Agreement the following definitions apply:

- 1.1** "Editorial Licensed Material" means Licensed Material relating to events that are newsworthy or of public interest.
- 1.2** "Invoice" means the computer-generated or pre-printed standard form invoice provided by Impact Action and the terms agreed with the Licensee. The Invoice shall be incorporated into this Agreement and all references to the Agreement shall include the Invoice.
- 1.3** "Licensed Material" means any still image, film or video footage, audio product, visual representation generated optically, electronically, digitally or by any other means, including any negatives, transparencies, film imprints, prints, original digital files, or any other product protected by copyright, trademark, patent or other intellectual property rights, which is licensed to Licensee by Impact Action under the terms of this Agreement. Any reference in this Agreement to the Licensed Material shall be to each individual item within the Licensed Material and also to the Licensed Material as a whole.
- 1.4** "Licensee" means the entity purchasing a license hereunder or, if there is a separate Purchaser, the entity specifically designated as Licensee during the purchase process and set forth as such in the Invoice.
- 1.5** "Licensee Work" means an end product or service that has been created by or on behalf of Licensee using independent skill and effort and that incorporates a Reproduction of the Licensed Material as well as other material.
- 1.6** "Purchaser" means an entity purchasing the license hereunder on behalf of a third-party Licensee.
- 1.7** "Reproduction" and "Reproduce" mean any form of copying or publication of the whole or a part of any Licensed Material, via any medium and by whatever means, the distortion, alteration, cropping or manipulation of the whole or any part of the Licensed Material, and the creation of any derivative work from, or that incorporates, the Licensed Material.
- 1.8** "Rights and Restrictions" means the information available to Licensee at the time of Licensed Material selection, either: (i) accompanying the Licensed Material on the Impact Action website (including all areas of the purchase process); (ii) in a written quote issued by Impact Action; or (iii) in the editorial feed (if so delivered), and as might also be reflected in the Invoice. Such restrictions may include, without limitation, the permitted scope of use, duration of license, any territory or other use restrictions applicable to the Licensed Material selected, and the corresponding price for the license of such Licensed Material ("License Fee"). The Rights and Restrictions shall be incorporated into this Agreement and all references to the Agreement shall include the Rights and Restrictions.

### **2. Grant of Rights & Restrictions.** Subject to the terms of this Agreement:

- 2.1** Impact Action grants to Licensee a non-exclusive, non-sublicensable and non-assignable right to use and Reproduce the Licensed Material identified in the Invoice, solely to the extent explicitly stated in this Agreement.
- 2.2** Use of the Licensed Material is strictly limited to the use, medium, period of time, print run, placement, size of Licensed Material, territory and any other restrictions specified in the Rights and Restrictions. Licensee may utilize the Licensed Material in any production process as may be necessary for the intended use specified in the Rights and Restrictions, including as set forth in Section 2.1 above. Licensee may license and/or transfer ownership of any Licensee Work (but not any Licensed Material contained therein)

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- 2.5 While efforts have been made to correctly caption the subject matter of, and to provide other information (including metadata) related to, the Licensed Material, Impact Action does not warrant the accuracy of such information.
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- 2.9 Licensee may not falsely represent, expressly or impliedly, that Licensee is the original creator of a visual work that derives a substantial part of its artistic components from the Licensed Material.
- 2.10 If the Rights and Restrictions include website use, Licensee shall post terms and conditions on its permitted websites that include restrictions on downloading the Licensed Material for purposes other than personal use, and prohibit republication, retransmission, reproduction or other use of the Licensed Material.

### **3. Credit and Intellectual Property.**

- 3.1 Copyright. No ownership or copyright in any Licensed Material shall pass to Licensee by the issuance of the license contained in this Agreement. Except as expressly stated in this Agreement, Impact Action grants Licensee no right or license, express or implied, to the Licensed Material.
- 3.3 Photo Credit. Except as otherwise noted in Section 10, all Licensed Material used in an editorial context must include the following credit line adjacent to the Licensed Material: "[Photographer's Name]/[Collection Name]/ImpactActionPhotos.com" or as otherwise shown on the Impact Action website. If Licensee omits the credit, an additional fee in an amount up to one hundred percent (100%) of the License Fee may be payable by Licensee, at Impact Action's sole discretion. The foregoing fee shall be in addition to any other rights or remedies that Impact Action may have at law or in equity.
- 3.4 Audio/Visual Production Credit. If Licensed Material is used in an audio/visual production in either an editorial context or a non-editorial context but where a credit is accorded to other providers of licensed material, credit shall be accorded, where technically feasible, in equal size and comparable placement to such credit(s), substantially in the following form: "[Footage] [Imagery] supplied by [Collection Name]/ImpactActionPhotos.com".
- 3.5 Notice of Violations. Licensee will immediately notify Impact Action if it becomes aware or suspects that any third party that has gained access to the Licensed Material through Licensee is wrongfully using the Licensed Material, in whole or in part, or is violating any of Impact Action's intellectual property rights, including, but not limited to, Marks and copyrights.

**4. Condition of Licensed Material.** Licensee should examine all Licensed Material for possible defects (whether digital or otherwise) before sending any Licensed Material for Reproduction. Without prejudice to Section 5.1(i) above, Impact Action shall not be liable for any loss or damage suffered by Licensee or any third party, whether directly or indirectly, arising from any alleged or actual defect in any Licensed Material or its caption or in any way from its Reproduction.

**5. License Cancellation Fee.** If Licensee or Purchaser requests in writing to cancel this Agreement within 30 days of the date of receipt by Licensee or Purchaser of the Licensed Material, and such Licensed Material has not been used by Licensee, Impact Action may cancel this Agreement and issue a credit to Licensee's or Purchaser's account or credit card as follows: (i) with respect to non-footage Licensed Material only, an amount up to 100% of the License Fee may be credited if the request is received within 7 days of receipt of the Licensed Material; or (ii) an amount up to 50% of the License Fee may be credited if the request is received between 8 and 30 days of receipt of the Licensed Material (or any time within the first 30 days for footage); in each case an administration fee of US\$50 (or local currency variation) will be charged. No credits are available for any cancellation request received after 30 days from receipt of Licensed Material. Nothing in this Section 8 shall apply to research, lab, service, or subscription fees which shall be payable according to the terms stated on the Invoice and shall be non-refundable.

**6. Electronic Invoicing; Interest on Overdue Invoices.** Licensee and Purchaser agree to receive invoices from Impact Action electronically via the email address associated with Licensee's and/or Purchaser's Impact Action account. If Licensee fails to pay Impact Action' Invoice in full within the time specified in the Invoice, Impact Action may add a service charge of one-and-one-half percent (1.5%) per month, or such lesser amount as is allowed by law, on any unpaid balance until payment is received.

#### **7. Miscellaneous Terms.**

**7.1 Unauthorized Use and Termination.** Any use of Licensed Material in a manner not expressly authorized by this Agreement constitutes copyright infringement, entitling Impact Action to exercise all rights and remedies available to it under copyright laws around the world. Licensee shall be responsible for any damages resulting from any such copyright infringement, including any claims by a third party. In addition and without prejudice to Impact Action' other remedies under this Agreement, Impact Action reserves the right to charge and Licensee agrees to pay a fee equal to up to five (5) times Impact Action' standard license fee for the unauthorized use of the Licensed Material. Impact Action reserves the right to terminate this Agreement in the event Licensee: (i) enters the Agreement after having received notice of unauthorized use from Impact Action relating to the Licensed Material; (ii) provides inaccurate information regarding its proposed use of the Licensed Material at the time of entering the Agreement; (iii) fails to pay the License Fee on the due date; or (iv) otherwise breaches the terms of this Agreement. Upon termination, Licensee must immediately (I) stop using the Licensed Material; and (II) destroy or, upon the request of Impact Action, return to Impact Action the Licensed Material and, in the case of termination by Impact Action for cause, the Licensee Work in the possession or control of Licensee.

**7.2 Audit/Certificate of Compliance.** Upon reasonable notice, Licensee shall provide sample copies of Reproductions containing Licensed Material to Impact Action. In addition, upon reasonable notice, Impact Action may, at its discretion, either through its own employees or through a third party, audit Licensee's records directly related to this Agreement and use of Licensed Material in order to verify compliance with the terms of this Agreement. If any such audit reveals an underpayment by Licensee to Impact Action of five percent (5%) or more of the amount Licensee should have paid for the time period that is the subject of the audit, in addition to paying Impact Action the amount of such underpayment, Licensee shall also reimburse Impact Action for the costs of conducting such audit. Where Impact Action reasonably believes that Licensed Material is being used outside of the scope of the license granted under this Agreement, Licensee shall, at Impact Action' request, provide a certificate of compliance signed by an officer of Licensee, in a form to be approved by Impact Action.

**7.3 Electronic Storage.** For all Licensed Material that is delivered to Licensee in electronic form, Licensee must retain the copyright symbol, the name of Impact Action, the Licensed Material's identification number and any other information as may be embedded in the electronic file containing the original Licensed Material. Licensee may not make additional high-resolution copies of the Licensed Material and Licensee shall

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- 7.4 Withdrawal.** Upon notice from Impact Action, or upon Licensee's knowledge, that any Licensed Material may be subject to a claim of infringement of another's right for which Impact Action may be liable, Impact Action may require Licensee to immediately and at its own expense: (i) stop using the Licensed Material; (ii) delete or remove the Licensed Material from its premises, computer systems and storage (electronic or physical); and (iii) ensure that its clients do likewise. Impact Action shall provide Licensee with comparable Licensed Material (which comparability will be determined by Impact Action in its reasonable commercial judgment) free of charge, but subject to the other terms and conditions of this Agreement.
- 7.5 Severability.** If one or more of the provisions contained in the Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be revised only to the extent necessary to make them enforceable.
- 7.6 Waiver.** No action of either party, other than express written waiver, may be construed as a waiver of any provision of this Agreement. A delay on the part of either party in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single or partial exercise by either party of any such rights or remedies will not preclude other or further exercise of that right or remedy. A waiver of a right or remedy on any one occasion will not be construed as a bar to or waiver of rights or remedies on any other occasion.
- 7.7 Entire Agreement.** This Agreement is intended for business customers of Impact Action and contains all the terms of the license agreement. No terms or conditions may be added or deleted unless made in writing and either accepted in writing by an authorized representative of both parties or issued electronically by Impact Action and accepted in writing by an authorized representative of Licensee. In the event of any inconsistency between the terms contained herein and the terms contained on any purchase order sent by Licensee, the terms of this Agreement shall govern.
- 7.8 Taxes.** All License Fees are exclusive of any applicable sales, use, withholding or other transactional taxes, which are the sole responsibility of Licensee or Purchaser (if any).