

General Terms & Conditions

1. Definitions

In these General Terms & Conditions the following terms are used with the following meaning unless otherwise explicitly stated:

- A. HillCreek Pictures :** VI Images constitutes part of HillCreek Pictures B.V., with registered offices at Zwaardstraat 16, 2584 TX The Hague, The Netherlands, registered at the Chamber of Commerce of The Hague under number 27273560. VI Images is a joint initiative of Voetbal International, Gouda and HillCreek Pictures, The Hague.
- B. Client:** The purchaser of the products and/or services of VI Images, whether or not exercising a profession or conducting a business, who in some form or other has accepted the applicability of these General Terms & Conditions.
- C. Work:** a photographic work in the sense of the Copyright Act 1912, or another work in the sense of that act, which work can be considered to be on a par with a photographic work, and which is supplied by VI Images in the form of a Photo File to the client.
- D. Photo File:** the digital file and/or the physical carrier, by which is understood but not exclusively a CD-Rom and/or hard disk, a photographic negative and/or photographic print, on which a Work (whether or not recognizable with the eye) is recorded and that is supplied by VI Images to the client.
- E. Activities:** all that which VI Images, in addition to the supply of Photo Files, executes and/or makes and/or does or has done and/or carries out or has carried out at the request of the Client, all in the widest sense of the word, including but not exclusively taking photographs on commission, commercial exploitation, editorial services, the design and manufacture of a Work, the provision of advice, and the provision of services on location.
- F. Commission:** the request from the Client to VI Images to deliver Products and/or carry out Activities for payment.
- G. Tender:** an offer made by VI Images to the Client for the supply of a Photo File and/or to carry out Activities.
- H. Agreement:** the rights and obligations of VI Images and the Client arising from the Tender and the Commission and as confirmed in writing by the Client.

2. Applicability

- 2.1 These General Terms & Conditions apply to all legal relationships between VI Images and Client, also after the termination of an agreement, unless parties have expressly and in writing agreed to deviate from these General Terms & Conditions.
- 2.2 General Terms & Conditions that are used by the Client are expressly rejected by VI Images.

3. Tender, Delivery and Payment

- 3.1 Photographs from VI Images are made available via Internet and/or digital transmission, under which is included but not exclusively the image bank of VI Images at www.vi-images.com / www.vi-images.nl, e-mail or FTP server.
- 3.2 Tenders from VI Images are entirely free of obligation, unless otherwise expressly stated. A Tender from VI Images shall never obliged VI Images to comply with any part thereof for a proportional part of the price.
- 3.3 If no other fee has been agreed in writing VI Images will charge the usual applicable fees. Prices can be requested from VI Images. VI Images is entitled to pass on to the Client the costs of any interim changes to the Agreement, carried out at the Client's request. All fees to be paid by the Client to VI Images exclude VAT.
- 3.4 Each delivery to the Client can be invoiced. Payment must be made within fourteen (14) days after the date of the invoice. After this time the Client is in default and he owes the legal interest, increased by 2%. If VI Images has to proceed to collection of the outstanding amounts then the collection costs will be charged to the Client. These costs amount to 15% of the invoiced sum, with a minimum of €250.

4. (Intellectual) Ownership and Use

- 4.1 The (intellectual) ownership of/on the Photo File, as well as of/on the Work, remains with VI Images and/or its licensors, unless this is expressly otherwise agreed. No use whatsoever of the Photo File and/or the Work by the Client is permitted, as long as the Client has not yet complied in full with every agreed and/or stipulated obligation arising from whatsoever agreement with VI Images.
- 4.2 Unless otherwise agreed in writing, the Client is not entitled to grant sublicenses in respect of the Photo File and/or the Work to third

parties. Unless otherwise agreed in writing the Client is in no case authorised to alter or manipulate the Work.

- 4.3 Unless otherwise agreed the Client is only permitted to publish the Work one time, solely in accordance with the publication criteria concerning matters such as way, medium, print run and duration agreed with VI Images.
If nothing is agreed concerning this, then the permitted use of the Work shall never include more than the right for single use, in unaltered form, for the benefit of one medium, print run, duration and way as is standardly included in the agreement or that necessarily is pursuant to the nature and purpose of the agreement.
- 4.4 In the case of agreed use on Internet the Client shall ensure that the dimensions of the Work displayed by him on Internet shall not be greater than 8000 x 6000 pixels. The Client shall not make any other copies - digitally or otherwise – except for those that are strictly necessary for the agreed use on Internet and shall ensure that the Photo File cannot be copied by third parties.
- 4.5 After the termination of the agreed use the Client shall delete or destroy all Photo Files. The Client shall provide VI Images access at no costs and without restraint to every part of its website on which the Work is displayed. If in order to do this special facilities are necessary the Client shall supply these to VI Images.
- 4.6 Each use by the Client of the Work that is not explicitly agreed with VI Images will be regarded as a violation of the (Intellectual) Property Rights of VI Images. In that case the Client shall owe a fee of at least three times (3x) the normal fee of VI Images for (a similar form of) use of the Work, with a minimum of EURO 250, without VI Images losing any right to compensation for other damage suffered (including the right to compensation for all direct and indirect damage and all actual legal and non-legal expenses), or any other right arising from the law.
- 4.7 The Client is not entitled to store the Work in an own digital file, database, archive or other possible form of digital storage without the express written permission of VI Images.
- 4.8 The Client shall ensure that when he publishes or copies the Work or has the Work published or copied in whatsoever form that the name of VI Images is always clearly stated with the Work, that is to say at least under or on the Work used or in the publisher's imprint in which the Work is referred to, by means of the following statement: "VI IMAGES/ ... [fill in name of photographer]", or by means of a different reference to/statement about the Work in the publication agreed with VI Images. In the case of digital/electronic publication /copying the Client is also

obliged to ensure that the entire metadata – such as have been made part of the file by VI Images – remains intact; this concerns information according to the EXIF, the IPTC, the XMP and the ICC standards. Failure to comply with the afore-going will result in VI Images being owed a fee amounting to at least 100% of the usual licence fee imposed by VI Images, without any loss of entitlement to compensation of other damages suffered (including the right to compensation for all direct and indirect damage and all actual legal and non-legal expenses).

- 4.9 VI Images retains the right to inspect publications of the Client in which the Work is published.
- 4.10 At the time of publication of the Work in whatsoever form by the Client, the Client must send immediately and without charge at least one reference copy (in digital form or otherwise) with the publication of the Work to VI Images.
- 4.11 The Client and/or any end user who publishes the Work or who has the Work published is fully responsible for obtaining the permission of the person(s) portrayed and/or person or persons entitled if the intellectual property rights, including but not exclusively portrait, copyright, model and/or proprietary rights, are not explicitly and in writing guaranteed by VI Images. The Client indemnifies VI Images, and its licensor (including but not exclusively the photographer of the Work) and any other entitled persons or parties concerned from all claims in this matter.
- 4.12 The name “VI Images” and the logo of “VI Images” are registered trade marks. It is forbidden to use this name or the logo without the prior written permission of VI Images.

5. Liability

- 5.1 VI Images makes every effort to ensure that its websites with domain names www.vi-images.com and www.vi-images.nl are regularly updated and added to. Despite this care and attention it is possible that the content may be incomplete or incorrect. No rights can be derived from the content of the website. VI Images is not liable for damage that may be associated in whatsoever manner with the use of the website or the inability to consult the website. Unauthorised or improper use of the website or the content thereof can constitute a violation of the intellectual property rights of VI Images in the widest sense of the word.
- 5.2 VI Images respects the privacy of the Client and makes every effort to protect this. VI Images does not make the personal details of the Client

available to third parties without the express prior permission of the Client, unless VI Images is legally required to do so. VI Images draws the Client's attention to the fact that information provided to VI Images such as name (e-mail) address and telephone number(s) are included in the VI Image database. This database is registered with the Dutch Data Protection Authority.

The client data is only used for the administration of VI Images, for the execution of the agreements made with VI Images and to keep the Client informed of interesting information and offers concerning products and services of VI Images, also potentially after the termination of the agreement. The Client can request his/her own information and ask VI Images in writing to correct or remove this information.

- 5.3 VI Images is not liable for any damage that may arise for the Client, unless there is gross negligence or intention on the part of VI Images or of third parties engaged by it. The liability is in that case restricted in any case to the amount of the invoice.
- 5.4 The Client is bound to notify IV Images in writing of any change of address within a reasonable period in advance of the change taking place. Failure to comply with this obligation will result in the Client being liable for all damage that arises from this.
- 5.5 In the case of bankruptcy or suspension of payment of the Client, the Client must immediately inform VI Images of this immediately via the curator or the administrator and VI Images has the right to terminate the agreement effective immediately.

6. Disputes

- 6.1 Dutch Law applies to these Terms & Conditions, as well as to all Tenders and otherwise to Agreements concluded between parties, regardless of which place of residence and/or nationality the Client may have and regardless of the place where the delivery took place.
- 6.2 The Court of The Hague, The Netherlands, is exclusively competent to judge and to take cases concerning disputes, which have arisen from these General Terms & Conditions and/or Tenders and/or otherwise from Agreements concluded between the parties.

These General Terms & Conditions have been filed with the Chamber of Commerce of The Hague under number []