

GENERAL TERMS AND CONDITIONS WORLD PORTRAITS

Article 1. Definitions

1. **World Portraits:** Stichting World Portraits Foundation, with registered office at Zwaardstraat 16, 2584 TX, 's Gravenhage, the Netherlands, registered with the Chamber of Commerce under number 27296569.
2. **Customer:** The purchaser of the products and/or services of World Portraits, whether acting in the exercise of any profession or business that has accepted the applicability of these General Terms and Conditions or not.
3. **Licensor:** The supplier of the Photo, among which photographers, agencies and collections, on behalf of which World Portraits acts as intermediary.
4. **Photo:** a photographic work within the meaning of the Dutch Copyright Act ("Auteurswet"), or any other work within the meaning of the Auteurswet, if that work can be aligned with a photographic work, and of which a file and license of use is supplied to the Client by World Portraits.
5. **Activities:** Everything that World Portraits, in addition to the delivery of the Photos, performs, produces, creates, executes and/or has perform, produce, create and/or execute at the request of the Customer in the widest sense. This includes, but is not limited to, photographing on commission, commercial exploitation, editing services, designing and producing a Photo, advising and providing services on location.
6. **Commission:** the request of the Customer to World Portraits to deliver one or more Photos and/or to performs activities or have activities perform against payment.
7. **Offer:** an offer of World Portraits to the Customer for the delivery of a Photo and/or the execution of Activities.
8. **Agreement:** the rights and obligations of World Portraits and the Customer, deriving from the Offer and the Commission.

Article 2. Applicability

1. These General Terms and Conditions apply to all Offers, Commissions and Agreements and other (legal) relations between World Portraits and the Customer, unless otherwise provided in writing.
2. Even after termination of an Agreement, these General Terms and Conditions control the relationship between World Portraits and the Customer to the extent necessary for its conclusion.
3. The applicability of any terms and conditions of Customer is expressly rejected.

Article 3. Offer, Delivery and Payment

1. Photos of World Portraits are made available through internet and/or digital transmission. World Portraits publishes the Photos through <http://www.world-portraits.com/>.
2. All Offers made by World Portraits are non-binding, unless explicitly stated differently. An Offer of World Portraits never obliges World Portraits to perform a part of the Offer for a (proportional) part of the price of the Offer.
3. If no price has been agreed in writing, World Portraits shall apply its usual price(s). Prices are available upon request at World Portraits. World Portraits is authorised to charge the Customer for interim changes to the Agreement when executed at the request of the Customer. All prices are exclusive of VAT.
4. An Agreement is concluded by the Commission of the Customer and acceptance thereof by World Portraits.
5. All Activities can be charged to the Customer. Payment must be received within thirty (30) days after the invoice date. If no (timely) payment is made, the Customer will automatically and without further notice be in default and shall be charged with legal interest, increased with 2%. If the Customer defaults on its payments obligations, the Customer shall be liable for reimbursement of all World Portraits (legal) costs of debt collection.
6. Complaints shall be submitted in writing to World Portraits no later than ten (10) days after delivery.

Article 4. Grant of rights

1. All rights of intellectual property (such as copyright) on the Photo shall remain with World Portraits and/or its Licensors, unless explicitly agreed differently in writing.
2. The Customer shall inform World Portraits in advance of the intended use, purpose, medium, period, size, me and number of copies. When the Photo is used on the internet, the Customer shall inform World Portraits of each website for which he wishes to use the Photo.
3. No use of the Photo by the Customer is permitted if the Customer has not fully complied with every agreed and/or established obligation, such as the payment of the fee, arising from any Agreement with World Portraits.
4. A license granted by World Portraits to the Customer means a non-exclusive right to use the Photo one-time in its original, unmodified form, in accordance with the use criteria agreed with World Portraits and for a specific purpose. Permission for use in one medium does not include permission for publication in/on another medium. The licence is

interpreted restrictively, to the advantage of World Portraits and Licensor. The Customer can make a copy of the Photo to the extent necessary for the agreed use.

Article 5. Obligations of Customer

1. The Customer has the following obligations:
 - a. the Customer shall ensure that when the Photo is published and/or reproduced in any form whatsoever, the name of the source of the Photo is clearly stated at all times is with the Photo, i.e. at least under or on the Photo or in the colophon in which reference is made to the Photo, by means of the following statement: “[name photographer] / World Portraits”, or by means of another statement agreed with World Portraits;
 - b. in case of digital/electronic publication/reproduction, the Customer is also obliged to ensure that all metadata - as made part of the digital file by World Portraits – shall be retained; it concerns information in accordance with the EXIF, IPTC, XMP and ICC-standards. In case of non-compliance with the foregoing, World Portraits shall be entitled to compensation of at least 100% of the license fee usually charged by World Portraits, without losing any right to compensation of other incurred damage (including the right on compensation of all direct and indirect damage and all actual judicial and extrajudicial court costs of legal assistance);
 - c. the Customer and/or each user who publishes the Photo or has it published, has to assess whether the publication of the Photo requires consent of the person(s) portrayed and/or other entitled party or parties, also taking into account the privacy of the person(s) portrayed and is fully responsible and liable for obtaining the written consent (as far as required) from the person(s) portrayed and/or other entitled parties for the publication and intended use of the Photo, if personality rights or intellectual property rights, including but not limited to portrait, copyright, design and/or trademark rights, are not explicitly guaranteed in writing by World Portraits. The Customer indemnifies World Portraits, its Licensor and any other party involved against all claims in this respect;
 - d. in the event of agreed use on the internet, the Customer shall ensure that the size of the Photo displayed by him on the internet shall not exceed 800 by 600 pixels;
 - e. the Customer shall ensure that the Photo cannot be reproduced by third parties;
 - f. at the end of the agreed period of use, the Customer shall delete or destroy all files of the Photo.
 - g. if the Photo is published in any form whatsoever, the Customer must immediately and without charging costs send at least one copy of proof (whether or not in digital form) with the publication of the Photo to World Portraits. The Customer

shall provide World Portraits unrestricted and free of charge access to any part of the website on which the Photo is displayed or through which it is displayed. If special facilities are required for this purpose, the Customer shall provide these to World Portraits. World Portraits reserves the right to check publications of the Customer in which the Photo is has been published.

Article 6. Social Media

1. If World Portraits and the Customer have agreed on a licence for use on social media platforms, the present conditions will apply in addition to the other additions of these General Terms and Conditions:
 - a. World Portraits grants the Customer a non-exclusive licence for the use of the Photo on the agreed websites, hereinafter 'the Websites'. Permitted use is understood to be the one-time publication of the Photo on the Websites, for the agreed accounts.
 - b. General terms and conditions used by the provider of the Website do not apply to this Agreement. Insofar as required, these are rejected explicitly by World Portraits.
 - c. Third parties are only permitted to share the Photo on the Websites. Use by third parties outside the Website constitutes an infringement of copyright. The Customer indemnifies World Portraits against any damage and costs related to this.

Article 7. Restrictions

1. The Customer is not authorised to:
 - a. grant sublicences to the Photo to third parties or transfer the rights granted;
 - b. republish, resell, sell on, buy for another, transfer or distribute the Photo
 - c. publish the Photo without mentioning the name of the source/photographer, as described further in 4.7.a
 - d. make other copies of the Photo – digital or otherwise – than those strictly necessary for the agreed use;
 - e. store the Photo in a database, archive or other possible form of digital storage which goes beyond the use of the Photo in accordance with the Agreement;
 - f. use the Photo in a downloadable or printable format meant for distribution;

- g. use the Photo in such a context that this is harmful for World Portraits or its Licensors, or violates a right of a portrayed person, such as, but not limited to, a way that negatively influences his honour and reputation, violates his privacy, is of a sexual nature, contains a serious accusation or is otherwise illegal.
- h. The Customer is not authorised to alter, distort, or mutilate the Photo in such a way that this is harmful to World Portraits or its Licensors, or in violation with article 25 of the Dutch Copyright Act (Auteurswet).

2. The Customer shall first discuss desired changes to the Photo with World Portraits.
3. If the Customer has permission of World Portraits or Licensor to manipulate or substantially edit the Photo, the result thereof may only be used after explicit permission in writing.
4. World Portraits holds the copyrights to the modified Photo and the Customer shall, upon first request of World Portraits, cooperate free of charge in any formality to effectuate any transfer of rights.

Article 8. Non agreed use and termination

1. Any use by the Customer of the Photo that has not been explicitly agreed with World Portraits shall be considered an infringement of the (intellectual) property rights of World Portraits and/or its Licensors. In that case, the Customer will be liable to pay to World Portraits compensation of at least three (3) times the usual fee that World Portraits charges for (such kind of) use of the Photo, with a minimum of € 250.00, without World Portraits losing any right on compensation of other incurred damage (including the right to compensation of all direct and indirect damage and all actual judicial and extra-judicial costs), or any other right deriving from the law.
2. If the Photo is used in violation of the terms of the Agreement, the rights granted under the Agreement shall automatically be withdrawn and the Customer shall, upon first request of World Portraits, remove the Photo from the websites and its digital systems or let the Photo be removed from the websites and its digital systems.
3. If the Photo is used by third parties of which it can be suspected that this use is in violation of the Agreement, the Customer shall immediately inform World Portraits.
4. World Portraits reserves the right not to allow certain use of the Photo on any ground. World Portraits will inform the Customer in such a case. If a licence has already been granted, it shall be automatically and immediately withdrawn upon such notification. The Parties shall enter into consultation about a replacement Photo or a financial arrangement.

Article 9. Liability

1. World Portraits shall make every effort to frequently update and extend its website www.world-portraits.com. Despite this effort and care, it is possible that the content on the website is incomplete or incorrect. No rights can be derived from the content of the website. World Portraits shall not be liable for damages in any way related to the use of the website or the inability to consult the website. Unauthorised or inappropriate use of the website or its content may infringe the intellectual property rights of World Portraits or its licensors or otherwise be unlawful towards World Portraits or its licensors.
2. World Portraits processes personal data of its Customers in accordance with its Privacy Statement and applicable privacy laws and regulations.
3. World Portraits shall not be liable for any damage caused to the Customer, unless damage is caused by wilful intent or gross negligence of World-Portraits or third parties engaged by World Portraits. World Portraits liability towards the Customer is in all events limited to the amount of the invoice.
4. The Customer is obliged to notify World Portraits in writing of any change of address within a reasonable term prior to such change. In the absence of such notice, the Customer shall be liable for all damage that derives here from.
5. If the Customer is declared bankrupt, granted a suspension of payment or cessation of Customer's activities, the Customer must immediately notify World Portraits hereof, of have World Portraits informed, and World Portraits shall have the right to terminate the Agreement with immediate effect.

Article 10. Disputes

- 10.1 The laws of the Netherlands govern these General Terms and Conditions, as well as all Offers and Agreements between parties and any non-contractual obligations arising out of or in connection with it, irrespective of the residence or (legal) seat and/or nationality of the Customer or the place of delivery. The United Nations Convention on the contracts for International Sale of Goods (the Vienne Sales Convention) shall be excluded.
- 10.2 Disputes that cannot be resolved amicably, shall be exclusively brought to the competent court in Amsterdam, The Netherlands.