

Brooke Trust Digital Licensed Image Agreement

Please read this Agreement carefully before you (the 'Buyer') use or purchase any images from The Brooke Trust (the 'Seller'). If you do not accept the terms and conditions of this Agreement, do not download any images from the Seller.

1 This Agreement

This is a licence agreement between you and The Brooke Trust that explains how you may use Digital Licensed Images purchased through The Borneo Archive. By using or purchasing any images from The Brooke Trust Archive, you agree to be bound by the terms and conditions of this Agreement, unless The Brooke Trust has expressly agreed otherwise with you, as follows:

2 Definitions

In this Agreement, unless otherwise indicated by the context:

The Borneo Archive:	means the online archive and shop at www.borneoarchive.org .
The Brooke Trust:	is the name of the registered charity (No. 1153988) with its registered address at Burrator House, Sheepstor PL20 6PF, England, which operates The Brooke Trust Archive.
Buyer:	means the person who places an order for image(s) on The Borneo Archive online shop.
Seller:	is The Brooke Trust.
Digital Image:	means any digitally-downloaded high resolution ('hi-res') image purchased by the Buyer through The Borneo Archive online shop.
Licence:	is the licence granted to the Buyer in accordance with Clause 4 of this Agreement.
Licence Term:	means the duration of the Licence, as selected in the Buyer's Order.
Order:	means an order the Buyer submits through The Borneo Archive online shop for the supply of a Digital Licensed Image, effected through the completion of information on the online form, including the specific terms of use selected in the Order.

3 Licence

- 3.1 The Digital Image is the property of the Seller. The Digital Image shall not be reproduced, published or used in any way except as provided for in this Agreement.
- 3.2 The Seller hereby grants to the Buyer a worldwide non-exclusive, royalty-free, non-transferable, non-assignable, non-sub-licensable licence, for the Licence Term, to:
 - 3.2.1 download and store each Digital Image in any media; and

- 3.2.2 reproduce each Digital Image subject to the terms of this Agreement and the restrictions on usage (including usage purpose, audience and number of reproductions) selected from the drop-down options in the Buyer's Order.)
- 3.3 The Seller reserves the right to use the Digital Image for the Seller's own purposes.
- 4 Permitted Use of Digital Licensed Images
- 4.1 The Buyer agrees to comply with the following conditions on usage of each Digital Licensed Image:
- 4.1.1 The Buyer shall use the Digital Licensed Image strictly in accordance with the restrictions on usage selected from the drop-down options in the Buyer's Order;
- 4.1.2 Should the Digital Licensed Image be reproduced, the reproduced image:
- 4.1.2.1 shall be in its entirety, not altered, manipulated or enhanced in any way (except as permitted under clause 4.2);
- 4.1.2.2 contains the exact credit line as specified in the Buyer's Order Confirmation submitted through the online shop;
- 4.1.3 When sharing the Digital Licensed Image on social media platforms, the Digital Licensed Image shall be unaltered and shall include a hashtag of or link to The Brooke Museums' social media account and/or website;
- 4.1.4 The Buyer must ensure that the Digital Licensed Image shall not be used or reproduced in any way that in the Seller's opinion could be considered offensive, derogatory, defamatory or disrespectful, or that could compromise or reflect unfavourably upon the Seller's reputation;
- 4.1.5 No person other than the Buyer is permitted or authorised to use the Digital Licensed Image;
- 4.1.6 The Buyer shall not use the Digital Licensed Image in any way that allows others to download, extract or redistribute it or any part of it as a standalone file;
- 4.1.7 The Buyer shall ensure that any digital copies of the Digital Licensed Image are destroyed on the expiry or termination of the Licence.
- 4.2 Subject to clause 4.1.4, the Buyer is permitted to add image text overlay to a Digital Licensed Image (for example, titles across the image).
- 5 Rights
- 5.1 The Seller warrants that it is entitled to grant the use of the Digital Licensed Image described in this Agreement, and that this Agreement does not, in its knowledge, infringe the rights of any third parties.
- 5.2 The Seller retains all intellectual property rights in the Digital Licensed Image. Except for the Licence, nothing in this Agreement shall:



- 5.2.1 operate to transfer, assign or otherwise grant any party any right or interest in any other party's intellectual property rights; or
 - 5.2.2 affect the ownership by either party or its licensors of intellectual property rights existing at the date of the Seller's Order.
- 5.3 The Seller may not assign, loan or transfer to any third party, any rights granted to the Seller by this Agreement.
- 5.4 The Buyer shall not falsely represent that they are the original creator of the Digital Licensed Image.
- 6 Indemnification and Liability
 - 6.1 The Seller shall not be liable for any claims, damages, losses or costs of any kind or amount whatsoever arising from the Buyer's use of the Digital Licensed Image.
 - 6.2 The Buyer hereby agrees to indemnify and hold harmless the Seller in respect of all and any claims, damages, losses or costs suffered by the Seller arising in any manner howsoever from the unauthorised use by the Buyer of any Digital Licensed Image, or any breach of this Agreement by the Buyer.
- 7 Termination
 - 7.1 Without prejudice to any other rights which may be available to the Buyer whether under these conditions or at law the Seller shall have the right to terminate this Agreement immediately on giving the Buyer written notice by email if:
 - 7.1.1 the Buyer breaches any of the provisions of this Agreement;
 - 7.1.2 the Buyer breaches any of the provisions of the Buyer's Order Confirmation; or
 - 7.1.3 the Buyer's order for a Digital Licensed Image is cancelled or refunded for any reason.
 - 7.2 Upon termination of this Agreement, the Licence will automatically terminate with immediate effect.
- 8 Assignment
 - 8.1 The Buyer may not assign the benefit of any provision of this Agreement (including the Licence) without the Seller's prior written consent.
- 9 Variation
 - 9.1 The Seller may make changes to this Agreement at any time if such changes are required to be made by law.
- 10 Severability
 - 10.1 If there is a conflict between any provision of this Agreement and the applicable legislation of England and Wales, the applicable legislation of England and Wales will prevail and such



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provision of the Agreement will be amended or deleted as necessary in order to comply with the said legislation.

- 10.2 If any provisions of this Agreement are deemed unlawful, void or for any reason unenforceable then that provision shall be deemed to be severable from this Agreement and shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

11 Waivers

- 11.1 No failure to exercise, or delay in exercising, any right under this Agreement or provided by law shall affect that right or operate as a waiver of the right. The single or partial exercise of any right under this Agreement or provided by law shall not preclude any further exercise of it.

12 Third party rights

- 12.1 A person who is not a party to this Agreement shall not have any rights under or in connection with it.

13 Governing law and jurisdiction

- 13.1 This Agreement is governed by and construed in accordance with the laws of England and Wales without regard to the jurisdiction in which any action may be instituted.
- 13.2 The Buyer agrees to submit to the jurisdiction of the courts of England and Wales to bring any action or for the enforcement of this Agreement.