

## Licence 2

### Wildscreen Activities Licence for Wildscreen Not-For-Profit Promotional Purposes

**IMPORTANT NOTICE - PLEASE READ CAREFULLY BEFORE SUPPLYING ANY IMAGES OR RECORDINGS TO WILDSCREEN**

**YOUR ATTENTION IS DRAWN IN PARTICULAR TO CONDITIONS 5 AND 6.**

#### 1 Definitions

- 1.1 When the following words with capital letters are used in these Conditions, this is what they will mean:
- 1.1.1 **ARKive:** a public engagement and education project run by the UK charity Wildscreen bringing together wildlife imagery to create a free to use multi-media guide to the world's wildlife. Wildscreen develops and maintains the Vault and use the Website and other outreach activities to achieve its charitable objectives.
  - 1.1.2 **Conditions:** the terms and conditions set out in this document.
  - 1.1.3 **End User:** individuals who view, visit, subscribe to or otherwise access the Website.
  - 1.1.4 **Intellectual Property Rights:** all patents, copyrights, design rights, trade marks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.
  - 1.1.5 **Invitation Email:** the email sent from Wildscreen to You inviting you to license or assign photographs, video or any other media to Wildscreen.
  - 1.1.6 **Licence:** a licence of Material on the terms contained in these Conditions.
  - 1.1.7 **Material:** any photograph, video or other media content provided by You to Wildscreen, including those identified in the Invitation Email.
  - 1.1.8 **Medium:** the physical medium on which the Material is stored and/or provided.
  - 1.1.9 **Terms and Conditions of Use:** the terms and conditions relating to use of the Website as set out in Appendix 1 and updated from time to time.
  - 1.1.10 **Vault:** a perpetual digital repository of wildlife photographs, videos or other media in digital format.
  - 1.1.11 **Website:** the ARKive website located at url [www.arkive.org](http://www.arkive.org).
  - 1.1.12 **Wildscreen:** Wildscreen, a company limited by guarantee in England (Co. No. 2206559) and registered charity (charity number 299450) whose registered office is at Ground Floor, The Rackhay, Queen Charlotte Street, Bristol, BS1 4HJ.
  - 1.1.13 **You/Your:** the person providing and licensing Material to Wildscreen on the terms contained in these Conditions (including that person's executors, administrators, heirs and successors in business).
- 1.2 When the words "writing" or "written" are used in these Conditions, this will include e-mail unless Wildscreen says otherwise.

- 1.3 Any words following the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2 Licence

- 2.1 In consideration of suitable acknowledgement of Your authorship and/or Your right to supply the Material, and of Wildscreen furthering its charitable objectives and adhering to the terms of the Licence, You grant to Wildscreen, free of charge, a non-exclusive, sub-licensable, perpetual, worldwide licence on the terms contained in these Conditions to:

- 2.1.1 copy the Material into, and store the Material in, the Vault;
- 2.1.2 create derivative works from, or adaptations of, the Material;
- 2.1.3 electronically reproduce and distribute and publically perform and display low resolution versions of the Material, or derivatives or adaptations of the Material, on the Website;
- 2.1.4 subject to the End User agreeing to the Terms and Conditions of Use, sub-license End Users to use low resolution web versions of the Material for their own personal use or for internal educational uses;
- 2.1.5 subject to ARKive's API terms of use (located at [www.arkive.org/api/docs/terms](http://www.arkive.org/api/docs/terms) and updated from time to time), allow End Users to use ARKive branded and supplied thumbnail-sized versions of the Material on their own websites as graphic links to the Material on the Website for educational or conservation purposes only;
- 2.1.6 use and reproduce the Material in any form or manner incidental to the purpose of the Licence, including:
  - (a) making transient copies in Random Access Memory or other dynamic memory storage; and
  - (b) making and storing backup or security copies to support the Vault or other use of the Material; and
- 2.1.7 use the Material in **Wildscreen owned publicity materials** for the promotion of Wildscreen's charitable objectives, including by reproducing, distributing and displaying the Material, or derivatives or adaptations of the Material, through any media or other method now known, or hereafter developed (including leaflets, posters, postcards, reports, DVDs, digital promotions and promotional videos, computer screensavers and wallpapers, e-cards, e-news and Apps).

- 2.2 If You are an agent acting for the owner of copyright in the Material and the owner moves to a new agent, or the owner asks You to remove his or her Material, we will remove the Material from the Website if You request us to do so in writing (subject to any request to the contrary from the copyright owner or the copyright owner's new agent).

- 2.3 If You are an agent acting for the owner of copyright in the Material and You close or become insolvent, You shall promptly provide to us in writing the contact details for all relevant copyright owners so that we can contact them and seek to arrange licences with them direct.

### **3 Risk in property**

- 3.1 The risk and property in any hardcopy Material and/or any Medium (but not the underlying Intellectual Property Rights) shall pass to Wildscreen upon delivery but only for as long as such hardcopy Material or Medium are physically present on Wildscreen's premises.

### **4 Wildscreen's obligations**

- 4.1 Wildscreen shall instruct End Users not to copy or otherwise extract, alter or manipulate Material other than as permitted under the Licence and Wildscreen's Terms and Conditions of Use.
- 4.2 Wildscreen shall ensure that:
- 4.2.1 the Website contains a notice in the form, or in a reasonably updated version of the form, set out in Appendix 1;
  - 4.2.2 all copyright, trade mark and other notices reasonably incorporated into any Material supplied to Wildscreen and consistent with the Licence, shall be reproduced faithfully when the Material appears on the Website (unless otherwise agreed);
  - 4.2.3 all Material shown on the Website will be at low resolution and watermarked visibly with the ARKive logo;
  - 4.2.4 appropriate credits will be embedded within the metadata of all Material shown on the Website; and
  - 4.2.5 suitable acknowledgement of authorship of the Material will be displayed for each item of the Material on the Website and, subject to Your prior written request, such other contact information and/or website details relating to You, the author and/or the Material as You may reasonably require.

### **5 Warranty and indemnity**

- 5.1 You warrant that:
- 5.1.1 You have the right to enter into the Licence; and
  - 5.1.2 so far as You are aware Wildscreen's use of the Material in accordance with the Licence shall not infringe the Intellectual Property Rights of any third party.

### **6 Limitation of liability**

- 6.1 Neither party shall be liable for the following loss or damage under the Licence howsoever caused and even if foreseeable by either party:
- 6.1.1 Economic loss including, without limitation, administrative and overhead costs, loss of profits, opportunity, business, contracts, revenues, goodwill, production, information and anticipated savings of every description, loss or corruption of or damage to data, or business interruption; or
  - 6.1.2 Indirect, special or consequential loss.
- 6.2 To the extent permitted by law, the total liability of Wildscreen to You under the Licence, howsoever caused, shall be limited to £5,000 (five thousand pounds sterling).
- 6.3 To the extent permitted by law, the total liability of You to Wildscreen under the Licence howsoever caused, shall be limited to £5,000 (five thousand pounds sterling).

- 6.4 Neither party shall be liable to the other in any way for loss, damage or delay under the Licence consequent upon any circumstances beyond its reasonable control.
- 6.5 Nothing in these Conditions shall limit or exclude the liability of either party for i) death or personal injury caused by its negligence, or ii) fraud, or iii) any other liability which cannot be lawfully limited or excluded.

## **7 Confidentiality**

- 7.1 Each party shall treat as strictly confidential all confidential information received or obtained as a result of negotiating, entering into or performing the Licence which relates to the subject matter of the Licence.
- 7.2 Each party may disclose information which would otherwise be confidential if and to the extent that:
- 7.2.1 it is required by law or any regulatory or government authority to which it is subject;
  - 7.2.2 it considers it necessary to disclose the information to its personal advisors, auditors and bankers provided that it does so on terms protecting the information;
  - 7.2.3 the information has come into the public domain through no fault of that party;
  - 7.2.4 the information was previously disclosed to it without any obligation of confidence; or
  - 7.2.5 each party to whom it relates has given its consent in writing.

## **8 Termination**

- 8.1 You may terminate the Licence immediately by written notice to Wildscreen if Wildscreen becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt.

## **9 General**

- 9.1 Any notice to either party under the Licence shall be in writing and shall, unless delivered to a party personally, be left at or sent by prepaid first class post, prepaid recorded delivery or email to the contact address of the party as notified in writing from time to time.
- 9.2 Wildscreen may grant a sub-licence to Wildscreen USA to use and publish the Material in support of the ARKive project under terms similar to this agreement.
- 9.3 No express term of the Licence, or any term implied under it, is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party.
- 9.4 This document sets out the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (whether oral or written) in respect of the subject matter of the Licence.
- 9.5 To the extent that any provision of the Licence is found by any court or competent authority to be invalid, unlawful or unenforceable, that provision shall be deemed not to be a part of the Licence. It shall not affect the enforceability of the remainder of the Licence nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

9.6 The Licence shall be governed by English law. The English courts shall have exclusive jurisdiction.

## Appendix 1 Terms and Conditions of Use of Materials

Copyright in this website and materials contained on this website (**Material**) belongs to Wildscreen or its licensors.

Visitors to this website (**End Users**) are entitled to:

- view the contents of, and Material on, the website;
- download and retain copies of the Material on their personal systems in digital form in low resolution for their own personal use;
- teachers, lecturers and students may incorporate the Material in their educational material (including, but not limited to, their lesson plans, presentations, worksheets and projects) in hard copy and digital format for use within a registered educational establishment, provided that the integrity of the Material is maintained and that copyright ownership and authorship is appropriately acknowledged by the End User.

End Users shall not copy or otherwise extract, alter or manipulate Material other than as permitted in these Terms and Conditions of Use of Materials.

### Additional use of flagged material

#### Green flagged material

Material on this website green flagged for "**not-for-profit conservation or educational use**" may be used by End Users who are not-for-profit individuals or organisations in connection with their conservation or educational purposes. Low resolution, watermarked images may be copied from this website by such End Users for such purposes. If you require high resolution or non-watermarked versions of the Material, please contact Wildscreen with details of your proposed use.

<http://www.arkive.org/about/contact.html>

#### Creative Commons material

Materials licensed to Wildscreen under a Creative Commons Licence are clearly marked and may be used by End Users only in the way allowed by the specific Creative Commons Licence under which they have been submitted. Please see <http://creativecommons.org> for details.

### Linking to ARKive

Other websites may link directly to this website by using a hyper-link or by using ARKive branded and supplied thumbnail-sized images as graphic links that link directly to the Material on this website, subject to ARKive's API terms of use ([www.arkive.org.uk/API/docs/terms](http://www.arkive.org.uk/API/docs/terms)) and for educational or conservation purposes only.

The operators of any website that links to this website in any manner shall immediately remove the link to this website if requested by Wildscreen.

### Any other use

Please contact the copyright owners directly (copyright and contact details are shown for each media item) to negotiate terms and conditions for any use of Material other than those expressly permitted above. Please note that many of the contributors to ARKive are commercial operators and may request a fee for such use.

**Save as permitted above, no person or organisation is permitted to incorporate any copyright material from this website into any other work or publication in any format (this includes but is not limited to: websites, Apps, CD ROMs, intranets, extranets, digital communications or on**

**printed materials for external or other distribution). Use of the Material for promotional, administrative or for-profit purposes is not permitted.**