

Reuters Pictures Terms of Use Version 4.0

1. Please read these terms of use carefully before you register your organisation.
2. YOU AND/OR YOUR ORGANISATION WILL BE LEGALLY BOUND BY THESE TERMS OF USE WHEN REUTERS CONFIRMS ITS ACCEPTANCE OF YOUR COMPLETED ORDER FORM REGISTRATION AND THESE TERMS OF USE WILL FORM PART OF A BINDING CONTRACT BETWEEN YOUR ORGANISATION AND REUTERS. PLEASE PRINT OFF AND RETAIN A HARD COPY OF THESE TERMS.
3. **DEFINED TERMS:** In this Agreement the following words and phrases have the meanings set out below, unless otherwise indicated:

"Agreement" means these terms of use, any Order Form(s) and the Data Protection Notice.

"Data Protection Notice" means the Reuters data protection notice, as amended from time to time, which can be found on www.reuters.com.

"Mobile Service" means any service or mobile platform specified in your Order Form which provides service to any portable device using wireless technology (including but not limited to cellular phones, personal digital assistants and pagers) from a dedicated mobile platform, but in any case not from the internet.

"Online Order" means any order for Reuters Pictures as completed by you at <http://pictures.reuters.com> (or such other website of which Reuters may notify you from time to time) and accepted by Reuters.

"Online Service" means an editorial service contained on any website, intranet or other device agreed between the parties, and specified in your Order Form.

"Order Form" means the record of your Online Order as saved in Reuters Pictures system. The parties agree that the Order Form is the final record of the content of your Online Order.

"Photograph" means a photograph contained on Reuters Pictures.

"Photographer" means the person who took a Photograph.

"Print Publication" means, in respect of any Photograph, the type of print publication set out in the Order Form as selected by you.

"Reuters" means [site inserts correct legal entity based on client country].

"Reuters Pictures" means the Reuters photographic library accessible via <http://pictures.reuters.com> (or such other website of which Reuters may notify you from time to time).

"Reuters Pictures Website" means the form and content of <http://pictures.reuters.com> (or such other website of which Reuters may notify you from time to time).

"You" means the partnership, company or other corporate entity specified by you in your Order Form or, as the circumstances require, any relevant individual within that partnership, company or other corporate entity.

4. **USE OF REUTERS PICTURES:** Reuters grants you a non-exclusive, non-transferable right to access Reuters Pictures and view the Photographs in accordance with this Agreement.
5. **ADDITIONAL TERMS APPLICABLE TO PRINT PUBLICATION:** Reuters grants you a non-exclusive, non-transferable right to download any Photograph, to publish the Photograph in Print Publication only and to make as many internal copies of the Photograph as are necessary to enable such publication in each case in accordance with this Agreement and the procedures contained in Reuters Pictures. Any Photograph downloaded may only be published once in any publication or any

edition of any publication and, if you wish to re-publish the Photograph, you will repeat the download procedure. This will not, however, require the publishers of a newspaper to repeat the download procedure in order to re-publish any Photograph which has appeared in one edition of a newspaper in any later edition, provided that the later edition is both:


- a) in the same format as the original edition; and
- b) published on the same day as the original edition.

The right to publish a Photograph downloaded will only be effective once you have obtained any necessary clearances of third party rights as referred to in the paragraph headed 12 THIRD PARTY RIGHTS. You will not otherwise download, copy, display or publish Photographs except as permitted by this Agreement.

- 6. **ADDITIONAL TERMS APPLICABLE TO ONLINE AND MOBILE SERVICES:** Reuters grants you a non-exclusive, non-transferable right to download any Photograph from Reuters Pictures, to publish the Photograph in an Online Service and/or a Mobile Service, and to make as many internal copies of the Photograph as are necessary to enable such publication in each case in accordance with this Agreement and the procedures contained in Reuters Pictures. The right to publish a Photograph downloaded will only be effective once you have obtained any necessary clearances of third party rights as referred to in the paragraph headed 12 THIRD PARTY RIGHTS. Your right to publish Photographs in an Online Service and/or a Mobile Service is also subject to the following conditions:

- a) You may not display any Photograph in an Online Service or a Mobile Service for more than 30 days, unless this period is extended by mutual agreement between you and Reuters and, at Reuters discretion, upon the payment of an additional fee. If you wish to display any Photograph for a further period of 30 days or on a separate occasion, you must repeat the download procedure.
- b) You may only permit users of your Online Service or Mobile Service on which any Photograph is published to access and view the Photograph for the user's personal use but strictly not for further distribution or any other purpose.
- c) You will not publish any Photograph in any Online Service or a Mobile Service which Reuters has notified you is not for publication in an Online Service or in a Mobile Service (whether in the caption of the Photograph or otherwise) and observe all other conditions communicated to you.
- d) You will ensure that a prominent notice is displayed on any Online Service or Mobile Service in which you publish any Photograph stating: "This site includes material which is copyright [insert current year] Reuters. All rights reserved." This notice shall be linked by a hypertext link to the following notice (or such other notice as Reuters may require from time to time) which shall appear in a legal notice area on your service or, at Reuters election, on a page maintained at a URL to be provided by Reuters: "Reuters content is the intellectual property of Reuters or its licensors. Any copying, republication or redistribution of Reuters content, including by caching, framing or similar means, is expressly prohibited without the prior written consent of Reuters. Reuters shall not be liable for any errors in content or for any actions taken in reliance thereon. Reuters and the Reuters sphere logo are trademarks and registered trademarks of the Reuters Group of Companies around the world. For additional information on Reuters photographic services, please visit the web site at <http://pictures.reuters.com>".
- e) You will take reasonable steps to ensure that users of any Online Service or Mobile Service on which you publish any Photograph comply with the restrictions contained in the notice set out in paragraph (d) above. You will notify Reuters of any failure to comply of which you become aware and will co-operate with Reuters in relation to any action which Reuters takes in relation to any such failure.
- f) You will use reasonable means to protect the security of the Photographs in your Online Service and in your Mobile Service from hacking or other unauthorised access, modification or distribution and you will take prompt action to remedy any breach of security of which you become aware.





- g) You may not solicit or encourage other websites, on-line services or mobile services to frame, or hypertext link directly to, the Photographs without the prior written consent of Reuters. To the extent technologically feasible and reasonable, you shall not permit any third party website or online service to frame your service such that any Photograph appears on the same screen as such third party's internet site or online service. To the extent that it is not technologically feasible or commercially reasonable to prevent such framing, upon Reuters request and at Reuters expense, you shall co-operate with Reuters in causing such third party to cease and desist from such framing.
- h) You may not co-brand pages containing any Photographs. For the purposes of this Agreement, to "co-brand" means to display the name, logo, trademark or other identifier of another entity (other than you or Reuters) in such a manner as to give the viewer the impression that such other entity is a publisher or distributor of the Photographs. This section is not intended to prohibit conventional advertising or sponsorships that do not create such impression.
- i) You will not include any advertising on pages containing Photographs that falsely implies that the advertiser is associated with Reuters or the Photographs. All advertising on pages containing Photographs will comply with all applicable laws and regulations.
7. **ADDITIONAL TERMS APPLICABLE TO USE OF THE PHOTOGRAPHS IN TELEVISION PROGRAMMES:** Reuters grants you a non-exclusive, non-transferable right to download any Photograph from Reuters Pictures and to include the Photograph in a television programme, other than for a television commercial, and to make as many internal copies of the Photograph as are necessary to enable such television programme to be made, in each case in accordance with this Agreement and the procedures contained in Reuters Pictures. For the purposes of this paragraph, a television programme means the standard non-interactive means by which programming is delivered to viewers' television sets by cable, satellite, microwave or by ground-based transmitters. Any Photograph downloaded may only be included in one television programme, unless previously agreed with Reuters at the time of purchase with such agreement reflected in your Online Order, and if you wish to re-use the Photograph in another programme you will repeat the download procedure. This will not, however, require you to repeat the download procedure if you only wish to repeat in the same format the broadcast or transmission of any television programme or any part of a television programme (for example, a news bulletin) in which the Photograph has already been included in accordance with this Agreement. The right to include a Photograph downloaded in a television programme will only be effective once you have obtained any necessary clearances of third party rights as referred to in section 12 THIRD PARTY RIGHTS.
8. **OTHER ELECTRONIC PUBLICATIONS:** Except for on Online Service, Mobile Service and use of Photographs in television programmes as described in paragraphs 6 and 7 above, you may not publish a Photograph in any form of electronic media (including but not limited to CD-ROM, VHS, PAL, DVD or any other form of electronic database), whether available now or discovered at any time in the future, without the prior written consent of Reuters, which may be provided subject to additional terms (including but not limited to payment of additional fees).
9. **BRANDING AND CREDITING OF PHOTOGRAPHS:** You agree that you will provide clearly visible written credit to Reuters and to any Photographer credited in the caption of a Photograph which you publish, unless agreed otherwise with Reuters. The credit should read either "Reuters/Jane Doe" or "Jane Doe/Reuters" where "Jane Doe" is the name of the Photographer or, where no Photographer is specified in the caption, "Reuters".
10. **NO ADVERTISING:** You may not use a Photograph in advertising without obtaining Reuters prior written consent which may be given subject to additional terms (including but not limited to payment of additional fees and obtaining third party rights clearances). A Photograph is deemed to be used for advertising when it is used in any type of marketing communication including but not limited to a television commercial, a newspaper, magazine or online advertising campaign, posters or billboard advertising, a direct mail campaign or a point-of-presence campaign.
11. **COMMERCIAL USAGE:** you may not use a Photograph for commercial purposes without obtaining Reuters prior written consent, which may be given subject to additional terms (including but not limited to the payment of additional fees and obtaining third party rights clearances). A Photograph is deemed to be used commercially when it is contained in any product or packaging
- 

(including but not limited to puzzles, bank cards, calendars, posters, greetings cards or stationery), or corporate usage (including but not limited to quarterly or annual reports, presentations, press releases, newsletters or corporate videos), outdoor displays, (including but not limited to exhibitions, trade shows and electronic displays), or any commercial mobile or wireless usage (including but not limited to screen savers, games or picture downloads), or in any non-news-related multimedia messaging service .

12. **THIRD PARTY RIGHTS:** You are fully responsible for obtaining at your own cost any necessary rights clearances from third parties relating to the content of a Photograph prior to publishing the Photograph, including but not limited to clearances from people whose images appear in the Photograph and/or clearances in respect of buildings, works of art, public monuments and/or other inanimate objects which appear in the Photograph and Photographs which may be protected by copyright or privacy rights. Reuters accepts no responsibility for obtaining and/or assisting you in obtaining clearance of any of these third party rights and you will not publish any of the Photographs until you have used your best endeavours to obtain these clearances. You will provide Reuters with evidence that these clearances have been obtained at Reuters request.
13. **NO EDITING:** You will not edit, modify, remove, add to or alter any of the Photographs without first obtaining the permission of Reuters and, where necessary, the third parties referred to in section 12 **THIRD PARTY RIGHTS**, or subject any of the Photographs to derogatory treatment.
14. **REPUTATION:** You will not make any use of the Photographs which damages or is likely to damage the reputation of Reuters, any Photographer or other Reuters staff, or the integrity of the Photographs, Reuters Pictures or any other Reuters product or service.
15. **RESTRICTIONS:** You will comply with any restrictions on the use or publication of any of the Photographs of which Reuters notifies you whether in the caption of the Photograph or otherwise, including any mandatory delay codes or any other limitations placed by Reuters or the Photographers on the use or publication of any Photograph.
16. **NO-REDISTRIBUTION:** For the avoidance of doubt, the Photographs are made available for publication by you only in accordance with this Agreement and in particular for the purposes specified in the relevant Order Form and you must not sell or re-distribute the whole or any part of Reuters Pictures.
17. **STORAGE:** You may not store any Photograph downloaded from Reuters Pictures for more than 30 days after download (whether in hard copy or electronic form) without Reuters written consent, which may be given subject to additional terms (including but not limited to the payment of additional fees and obtaining third party rights clearances). This will not require you, however, to delete or destroy copies of any Print Publication publications, Online Service, Mobile Service or any television programmes in which you have already published or used Photographs in accordance with this Agreement.
18. **PASSWORD:** If Reuters accepts your application for access to Reuters Pictures, you will then be notified by email that your username and password to access Reuters Pictures have been validated. One password will be required for each officer or employee in your organisation who requires access to Reuters Pictures and each person must apply individually for their password following the procedures set out in Reuters Pictures. You and every relevant individual agree to keep your password(s) confidential, and not to assign, share, sell, barter, transfer, or exchange your password(s) with anyone, including but not limited to any other member or employee of your organisation. Password(s) must be secure (i.e. including a combination of alpha-numeric characters and both upper and lower case letters). If you learn or suspect that your password has been obtained by another person you must promptly notify Reuters. You must then promptly alter your password. Any attempt to access any part of Reuters Pictures which requires a password without the required password is unlawful and could result in criminal and/or civil penalties.
19. **INTELLECTUAL PROPERTY:** All intellectual property rights in the Photographs and Reuters Pictures including without limitation, all copyright and database rights, shall remain the property of Reuters, its licensors and/or its Photographers. You will not remove, conceal or alter any copyright, trade mark or other proprietary notice on Reuters Pictures or the Photographs. You will not remove,

conceal or amend any Photographer's name on the Photographs. You will not acquire any intellectual property rights in Reuters Pictures or the Photographs by your use of Reuters Pictures or the Photographs. You will promptly notify Reuters of any incident of infringement of any right of Reuters of which you become aware and will provide Reuters with reasonable assistance (at Reuters expense) in connection with any such incident.

20. **TRADE MARKS:** Except as expressly authorised in this Agreement you shall not use the Reuters name or any Reuters trade marks without Reuters prior written consent. Any use by you of the Reuters name or any Reuters trade marks will inure to the benefit of Reuters Limited.
 21. **PAYMENT:** You will pay for downloading and publishing Photographs as specified in each Order Form or otherwise agreed with Reuters. Payment will be made within 10 days of receiving an invoice from Reuters. Prices specified in the Order Form or otherwise agreed with Reuters are exclusive of VAT, sales tax or any other similar tax which you shall also pay where applicable. If you are required, by applicable law, to pay withholding tax in relation to the sums payable to Reuters, you will send certificates evidencing such payment of tax together with your payment to Reuters. If you do not provide Reuters with such certificates but withhold any of the amount due, you will be deemed to be in breach of your payment obligations to Reuters. Reuters shall be entitled to change prices at any time in its absolute discretion.
 22. **LATE PAYMENT:** If you fail to pay any sum payable by you under this Agreement on the due date for payment, you will pay interest on such sum from the due date up to the date of actual payment at the lesser of the rate of 1.5 per cent per month or the maximum amount allowed by the law applicable to this Agreement.
 23. **SCOPE OF AGREEMENT:** You will ensure that each of your officers or employees to whom access to Reuters Pictures is given will comply with this Agreement as though he or she were a party to this Agreement in place of you and you will be liable for any default by any such officers or employees.
 24. **COMPLIANCE WITH LAWS:** You agree to comply fully with all applicable laws and export regulations in relation to your use of Reuters Pictures and the Photographs.
 25. **FORM AND CONTENT:** Reuters may modify or cancel Reuters Pictures or any part of Reuters Pictures without notice.
 26. **ACCESS:** You agree that Reuters and its agents may have access to any location at which you access Reuters Pictures or store any Photographs at any time during business hours to verify that you have complied with your obligations under this Agreement. This verification will occur not more than twice per calendar year unless Reuters has reasonable grounds for suspecting that you are in breach of this Agreement. During such verification Reuters shall make every effort not to cause undue inconvenience to your business operations and will comply with your reasonable requirements relating to security and confidentiality.
 27. **DURATION:** These Terms and your rights and obligations under this Agreement will take effect from the date on which Reuters confirms acceptance of your Order Form and notifies you that you may use Reuters Pictures.
 28. **SUSPENSION:** Reuters may (without affecting any of its other rights) suspend your access to Reuters Pictures at any time if it has reasonable grounds for believing that you are in breach of this Agreement for so long as that breach continues.
 29. **TERMINATION:** Reuters may terminate this Agreement and your access to Reuters Pictures:
 - a) immediately if you are in breach of any of your obligations under this Agreement and you fail to remedy such breach within 14 days of Reuters requesting that you do so;
 - b) at any time and for whatever reason on 30 days notice;
 - c) at any time on notice if Reuters terminates any other agreement under which you receive picture services from Reuters as a result of a breach by you of the terms of that agreement; or
- 

- d) immediately and without notice if it has reasonable grounds for believing you are in breach of the paragraph headed 14 REPUTATION.
30. EFFECT OF TERMINATION: If your access to Reuters Pictures is terminated for whatever reason, you agree to delete or destroy all copies of the Photographs in your possession (whether in electronic or hard copy form) within 7 days of the date of termination. This will not require you, however, to delete or destroy copies of any Print Publication publications, Online Service, Mobile Service or any television programmes in which you have already published or used Photographs in accordance with this Agreement, as at the date of termination. The sections headed 12 THIRD PARTY RIGHTS, 14 REPUTATION, 15 RESTRICTIONS, 16 NO-REDISTRIBUTION, 19 INTELLECTUAL PROPERTY, this paragraph 30 EFFECT OF TERMINATION, and 33 INDEMNITY AND LIMITATION OF LIABILITY will survive termination of this Agreement for whatever reason.
31. WARRANTIES, ACKNOWLEDGEMENTS AND REPRESENTATIONS:
- a) NEITHER REUTERS, NOR ITS AFFILIATES, NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS OR PHOTOGRAPHERS WARRANT THAT REUTERS PICTURES AND THE REUTERS PICTURES WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM REUTERS PICTURES OR AS TO THE ACCURACY OR RELIABILITY OF THE CONTENT OR ANY INFORMATION PROVIDED THROUGH REUTERS PICTURES OR ON THE REUTERS PICTURES WEBSITE.
- b) Reuters warrants that it has acquired or will acquire from the Photographers ownership of the copyright in the Photographs or a licence of the copyright in the Photographs which covers the supply of the Photographs to you in accordance with this Agreement. This warranty does not extend to any third party rights referred to in the section above headed 12 THIRD PARTY RIGHTS;
- c) You acknowledge and agree that Reuters Pictures is provided to you without any warranties of any kind, either express or implied, including but not limited to warranties as to merchantability, satisfactory quality or fitness for a particular purpose except for the warranty set out above and for any warranties which are implied and incapable of exclusion, restriction or modification under the laws applicable to this Agreement;
- d) You warrant that you have all necessary power and authority to enter into this Agreement and bind your organisation to the terms of this Agreement.
32. INDEMNITY: You hereby indemnify Reuters, its subsidiaries, affiliates, employees, agents, licensors and Photographers from any and all loss and damage (including, without limitation, all legal and other professional fees) incurred by them or any of them in relation to any claim brought by any third party or any Photographer which is caused by you being in breach of this Agreement or acting in a manner inconsistent with any of the warranties, representations or acknowledgements made by you in this Agreement.
33. LIMITATION OF LIABILITY: Reuters liability to you under this Agreement (whether in contract, tort (including negligence) or otherwise) shall be limited to the total sums paid by you under this Agreement in the preceding 12 calendar months. Reuters shall in no event be liable for any indirect, consequential or special loss, including without limitation increased costs or expenses or loss of profit, revenue, data, business or goodwill. Nothing in this Agreement shall exclude or restrict Reuters liability for death or personal injury resulting from the negligence of Reuters or its employees or agents.
34. GOVERNING LAW AND JURISDICTION: This Agreement will be governed by and construed in accordance with English law and you and Reuters submit to the non-exclusive jurisdiction of the courts of England and Wales.
35. LANGUAGE: If there is any inconsistency between the English language version of this Agreement and any foreign language version, the English language version will prevail. Any foreign language
- 

version of this Agreement is provided for reference purposes only and is not intended to create a legally binding agreement between you and Reuters.

36. GENERAL:

- a) This Agreement represent the final, entire, and exclusive agreement between you and Reuters relating to Reuters Pictures and supersedes all other prior agreements or understandings relating to Reuters Pictures including any previous iteration of Reuters Pictures.
- b) Delay or failure by either party in enforcing this Agreement at any time will not constitute a waiver by that party of its rights or remedies.
- c) Reuters may modify any of the terms of this Agreement at any time by notices posted on the Reuters Pictures Website, or otherwise communicated to you and such modification shall be effective from the date that the notice is first made available on the Reuters Pictures Website or is otherwise communicated to you. If Reuters make substantial changes to these terms of use you will be required to agree to the changes before placing any new orders.
- d) If any part of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the remainder will not be affected.
- e) You may not assign or sub-license any of your rights and obligations under this Agreement or any part of them, and any assignment or sub-license made by you shall be ineffective. You agree that Reuters may assign any or all of its rights under this Agreement to a member of the Reuters group of companies without your consent.
- f) You and Reuters agree that the Contracts (Rights of Third Parties) Act 1999 (UK) will apply to this Agreement, except that it is not our intention that any person who is not a party to this Agreement shall be able to prevent the variation or rescission of this Agreement.

CONFIRMATION OF ACCEPTANCE: PLEASE CONFIRM THAT BOTH YOU AND YOUR ORGANISATION AGREES TO ACCEPT THESE TERMS BY CHECKING THE "I ACCEPT" BOX BELOW. BY SO DOING, BOTH YOU AND YOUR ORGANISATION WILL BE LEGALLY BOUND BY THESE TERMS WHEN REUTERS CONFIRMS ITS ACCEPTANCE OF YOUR APPLICATION AND VALIDATES YOUR USERNAME AND PASSWORD.

[I Accept]

Your company or organization: Instituto Tecnológico Autónomo de México
Your job title: Project Manager, Foreign Affairs en Español/Foreign Affairs Latinoamérica
Your email address: dirfae@itam.mx
Country where you are located: México
Your signature: _____


Erika Ruiz Sandoval