

# Image Approvals Platform Terms and Conditions

## 1. Agreement

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By logging in or otherwise using the Image Approvals platform, you are considered a User of the platform, and agree to the following terms and conditions, as set out below.

## 2. Definitions

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**"The Client", "Client", "You":** The person or company entering into this contract with Image Approvals.

**"Your Client":** If you are a Reseller, then this refers to the person or company that you are managing the Image Approvals Process for.

**"ImageApprovals", "Image Approvals", "ImageApprovals.com", "Vendor":** The registered company Image Approvals Ltd.

**"Agreement", "Contract", "Principal Agreement":** These Terms and Conditions, including any supplementary terms and conditions supplied by Image Approvals.

**"Aimee Spinks":** ShotBox Ltd (trading as Aimee Spinks).

**"The Platform", "Platform", or "App":** References the ImageApprovals.com online platform accessible via app.imageapprovals.com or api.imageapprovals.com.

**"Production", "The Production":** The film, TV, photoshoot, or theatre production and their respective companies and agents for which photographs are uploaded to the Image Approvals Platform.

**"User", or "Users":** A person or company holding an account with which they can access the Image Approvals Platform. This includes The Client.

**"Admin":** A User account run by Image Approvals personnel for the purposes of administrating the Platform.

**"Image Approvals Kill Process":** The process by which an Actor or Subject selects images from each Shoot Day to be Killed, often in line with the contract between the Actor and the Production.

**"Image Approvals Upload Process":** The process by which a Photographer, Primary Reseller or Secondary Reseller uploads images to The Platform, of images they have access to or have been requested to upload by the Production.

**"Upload and Tagging Services":** The process of tagging Actors in images from a Shoot Day, and uploading them to The Platform.

**"Image Approvals Process":** The full end-to-end process, including any supplementary services, for managing the image approval rights for a production (or productions) within the terms of this contract. This may include but is not limited to: The Image Approvals Kill Process, the Image Approvals Upload Process, administrative tasks and user management.

**"Image Approvals Services" or "Services":** The responsibilities of Image Approvals under this Agreement.

**"Agent":** A user who is responsible for administering the Image Approvals Kill Process on behalf of a Production. For example, this is typically a producer, publicist or stakeholder within a Publicity Firm. Though this user is called the "Agent", this is a label representing their user rights and shall not to be interpreted as them acting legally as agent on behalf of Image Approvals. For the avoidance of double, this means that Agent users do not have the legal authority to act on the behalf of Image Approvals and are not representatives of Image Approvals.

**"Primary Reseller", "Reseller", "Primary Photographer":** A user who is responsible for the Image Approvals Upload Process. This is typically the main photographer hired to cover photography of the Production, but may also be a publicist, producer or other stakeholder of the Production. The Primary Reseller may have additional responsibilities for a given Production compared with the Secondary Reseller.

**"Secondary Reseller", "Second Shooter", "Supporting Photographer":** A user who is responsible for the Image Approvals Upload Process. Secondary Resellers may have fewer process and administrative responsibilities compared with a Primary Reseller.

**"Photographer":** This term can be used to reference either a Primary Reseller or Secondary Reseller. Photographers are able to upload images to The Platform depending on their user privileges.

**"Actor" or "Subject":** A person who appears in one or more photographs from a Production, and who has rights to Kill one or more images.

**"Solo":** A photograph in which only one Actor is Tagged.

**"Group":** A photograph in which more than one Actor is Tagged.

**"Shoot", "Full Shoot":** The total of all Shoot Days across a Production.

**"Shoot Day":** A date for which photographs have been recorded from a production, typically taken by the Photographer or Supporting Photographer.

**"Kill", "Kills an Image":** The act of marking an Image as not approved for public disclosure by the Production or it's agents.

**"Killed", "Killed Image":** Images for which Actors or Subjects have denied the productions request for rights to use.

**"Kill Rate", "Kill Percentage":** The number or ratio of images that an Actor or Subject may kill on a Shoot or Shoot Day depending on the terms of their contract with The Production.

**"Sign Off", "Signs Off":** An action where a person or stakeholder accepts that something is complete, and that no further work is required. Signoff can be in the form of a signature on a document, verbal confirmation to proceed, or an email confirmation to proceed or sign off.

**"Service Cost":** The price provide the Image Approvals Service as outlined in this contract. This fee may include a daily, or per-user licence cost to use the Platform, as well as any fee's for supplementary activities, such as image processing and tagging.

**"Project Close" or "Project Close Date":** The date the project data gets Deleted and no longer appears on The Platform.

**"Marked Done", "Marked Complete", "Done":** Marking a Shoot Day as completely reviewed with all actors having made their Kill requests.

**"GDPR":** means EU General Data Protection Regulation 2016/679.

The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

**"Delete" or "Deleted"**: means to remove Data or Personal Data such that it cannot be recovered.

## 3. Services Rendered

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- 3.1. Agreeing to these Terms and Conditions entitles The User to access the Image Approvals Platform as an **"Agent," "Actor," or "Reseller" User** and have their account set up as required for the Approvals Process.
- 3.2. User types have different user roles and entitlements within the Image Approvals Platform. The rights that you are being granted under this contract depend on the user role(s) you have been allocated.
  - 3.2.1. Image Approvals may change the above listed user entitlements from time to time, including revoking user rights.
- 3.3. Image Approvals reserves the right to limit or revoke entitlements.

## 4. Image Tagging and Uploading

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- 4.1. Image tagging and uploading services are not the responsibility of Image Approvals under the scope of this agreement.
  - 4.1.1. In special circumstances, Image Approvals may provide image tagging and uploading services. In this event, a separate agreement shall be reached in writing.
  - 4.1.2. Should the User require Image Approvals to upload or tag additional images or provide image tagging services for additional Productions or additional Shoot Days, then Image Approvals reserves the right to quote for and charge additional fees to fulfil these services.
  - 4.1.3. Image uploading and tagging of actors in the meta-data of images is the responsibility of the Primary Photographer or Secondary Photographer.
  - 4.1.4. If you as The User aren't the Primary Photographer or Secondary Photographer, then it is your responsibility to assign this task to the relevant person or company. This may require this assigned person to enter into a separate agreement with Image Approvals to grant them access to The Platform.
    - 4.1.4.1. Image Approvals is not party to the contract between The User and the person or company that the User chooses to appoint to fulfil photography, image tagging or image uploading services.
  - 4.1.5. Should the User want another person or company to be responsible for uploading or tag images of Actors for a Production, then it's the responsibility of The User to assign this task to the relevant person or company. This may require this assigned person or company to enter into a separate agreement with Image Approvals to grant them access to The Platform.

## 5. Intellectual Property

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- 5.1. This contract grants the User a non-exclusive, revocable licence to use the Image Approvals Platform within the terms outlined in this Agreement.
  - 5.1.1. Image Approvals Ltd retains full intellectual property ownership of the Image Approvals Platform and its functionality, this includes but is not limited to: Database data, source code, process documents, proprietary processes and information.
  - 5.1.2. Image Approvals may at its complete discretion revoke access to The Platform to The User.
- 5.2. The User agrees that they shall only upload photographs to The Platform for which they own the intellectual property rights for or have the relevant permissions or licence rights for.
  - 5.2.1. The User will indemnify Image Approvals against any claims and the costs involved in dealing with any claim relating to intellectual property rights infringement, or licensing disputes.
- 5.3. Users of the platform, are not being granted any intellectual property rights to use content or images found in The Platform outside of The Platform.
  - 5.3.1. Any assignment of intellectual property between Productions, Agents, Photographers, or other stakeholders must be agreed in writing outside of this agreement. Image Approvals is not party to the contract of such agreements.
- 5.4. In uploading images to The Platform, The User grants Image Approvals, the permission to use them for the purposes of the Image Approvals Process.
  - 5.4.1. Any Users who are assigned to a Production within the Image Approvals Platform will be able to view images, subject to their access rights. For the avoidance of doubt, this will include Actors, Photographers, Agents and Image Approvals Staff and representatives.
  - 5.4.2. All intellectual property rights of images uploaded to The Platform and any material provided by the User to Image Approvals under these Terms shall remain the property of the original copyright holder.

## 6. Personal Data

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- 6.1. You agree that Image Approvals may store your Personal Data. This data may include, but is not limited to:
  - 6.1.1. Your name.
  - 6.1.2. Your username.
  - 6.1.3. Your email addresses.
  - 6.1.4. Your phone number.
  - 6.1.5. Photographs of you and of others.
  - 6.1.6. Photographs you might have taken or uploaded to The Platform.
  - 6.1.7. Details of your use of the system, including images viewed and killed.
  - 6.1.8. Knowledge of your relationship between other users of the system (e.g. Which productions you belong to).
- 6.2. You agree that your Personal Data may be shared with other User's of the Image Approvals platform. For example:
  - 6.2.1. Resellers may see the Personal Data of Productions, Secondary Photographers, Agents and Actors that they manage.
  - 6.2.2. Agents may see the Personal Data of Actors that belong to the productions they are allocated to.

6.2.3. Actors may see the names, usernames and photographs of other Actors working alongside them on productions.

6.3. Should you have access to the Personal Data of any User, Reseller, or Production of the Image Approvals Platform, then you agree to consider that Personal Data as confidential not to distribute that data to unauthorised third parties without the explicit consent of that User, Reseller or Production.

6.4. You agree that Image Approvals and it's representatives may contact you via phone or email address.

6.4.1. In case of actors who have not provided phone or email contact information, Image Approvals may relay messages through the Actor's Agent.

## 7. Cancellation

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7.1. If the any Contract between Image Approvals and The Client is cancelled before work is finished, User forfeits any rights to access the Platform. This may include forfeiting rights to access The Platform by other users associated with The Client.

## 8. Warranties and Liability

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8.1. Image Approvals is not party to any contracts between individual Users of The Platform, or between Users of the platform and their Client. For the avoidance of doubt, this includes, but is not limited to Image Approvals not being party to the contract of any contracts or agreements between:

- 14.1.1. Users of the Image Approvals platform.
- 14.1.2. The Client and The Photographer.
- 14.1.3. The Client and The Actors.
- 14.1.4. The Client and The Agent.
- 14.1.5. The Client and any other user of The Platform.
- 14.1.6. The Client and any Resellers of The Platform.
- 14.1.7. The Client and The Production.
- 14.1.8. The Client and any other user of The Platform.
- 14.1.9. The Production and The Actors
- 14.1.10. The Production and The Photographer.
- 14.1.11. The Production and any other user of The Platform.
- 14.1.12. The Photographer and The Actors
- 14.1.13. The Photographer and any other user The Platform.

14.2. Image Approvals and any of its agents (Including Aimee Spinks) are not liable to The User or any third party for any indirect, incidental, consequential or special damages arising under or in connection for any misuse of the Image Approvals Platform by any of its Users or Users' Clients. For the avoidance of doubt, what classifies as misuse includes, but is not limited to:

- 14.2.1. Users of the platform screenshotting and distributing images to people who should not be allowed to see them.
- 14.2.2. Incorrect tagging.
- 14.2.3. Distributing exported PDF contact sheets to people who should not be allowed to see them.
- 14.2.4. Not using the Kill process when required.
- 14.2.5. Users following insecure password management processes.
- 14.2.6. Users sharing accounts.

- 14.3. In no event will either party be liable to the other party or any third party for any indirect, incidental, consequential or special damages arising under or in connection with this contract. Notwithstanding the above, nothing in this contract limits or excludes either party's liability for (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be limited or excluded by applicable law.
- 14.4. Subject to The User fulfilling their obligations within these Terms and Conditions, Image Approvals total liability to the User, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this contract shall be limited to the higher of £2,000 or the total charges paid to Image Approvals by the User under this Contract.

## 15. Governing Law and Jurisdiction

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- 15.1. Any disputes arising from this contract will be subject to the exclusive jurisdiction of the English Courts. This contract shall be governed and construed solely in accordance with the laws of England. This contract constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and agreed by both parties.

## 16. Confidentiality

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- 16.1. You shall keep confidential the terms and conditions of this Agreement and all such other information concerning the business, finances, technology or affairs of the other Party which, by its nature, should be assumed to be confidential, to include, but not limited to, the negotiations relating to and the subject matter of this Agreement. Such information shall not be disclosed to any third party other than the employees, sub-contractors or agents of the Party concerned where such disclosure is necessary to allow the performance of this Agreement. Further it is agreed by the parties that each shall use its reasonable endeavours to procure that its employees act in a manner consistent with the obligation of confidentiality set out in this Agreement.
- 16.1.1. You are permitted to recommend the Image Approvals Platform, including its features, to third parties, including those not mentioned in this Agreement.
- 16.2. Either Party may disclose the information which would otherwise be confidential if and to the extent that:
- 16.2.1. it is required by law;
  - 16.2.2. it is information which has come into the public domain through no fault of the Party receiving the information;
  - 16.2.3. it is reasonably required to be disclosed to the agents of such Party, subject to such agent providing an undertaking in terms substantially similar to the terms set out in this Clause;
  - 16.2.4. the other Party has given prior written approval to the disclosure;
- 16.3. AND in each case listed above provided that the Party disclosing the information under this clause shall notify the other Party of its intention or obligation to disclose the information prior to such disclosure being affected.

## 17. Force Majeure

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- 17.1. A Party will be excused from performance of its obligations under this Agreement (other than payment) if and to the extent that such performance is hindered or prevented directly or indirectly by reason of any strike, lock-out, labour disturbance, government action, riot, armed conflict, interruption in power supply or

telecommunications or defective computer equipment, Act of God or any other matter whatsoever beyond its control (having acted reasonably and prudently).

## 18. No Right of Set-Off

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- 18.1. All amounts due under this Agreement shall be paid in full without any deduction or withholding other than as required by law and The Client shall not be entitled to assert any credit, set-off or counterclaim against Image Approvals in order to justify withholding payment of any such amount in whole or in part.

If you have any questions regarding this document,  
then please don't hesitate to contact us.

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*Registered in England and Wales*