



Image Licensing Terms and Conditions

1. Image Licensing

- a. The terms and conditions for digital image licences are found within the licence agreement agreed with each customer (the "Agreement"). If you have any questions about our image licences please contact jayant.roy@royprints.co.uk.
- b. "Non-Exclusive Licence" means RoyPrints may continue to sell image licences of the image during the entire duration of the image licence.
- c. "Industry-exclusive Licence" means RoyPrints is prohibited from selling image licences to companies within the same industry as the customer (e.g Finance, Aviation, Hospitality etc)
- d. "Exclusive Licence" means RoyPrints is prohibited to sell any image licence of this image and the customer has the sole exclusive right to use the image as agreed in the Agreement from the start of the Agreement until the Agreement expiry date. RoyPrints may continue to display the image on its website but it will be marked as "Exclusively Licenced".
- e. We can only grant Exclusive Licences on a first come first serve basis.
- f. Should any terms of the Agreement be violated by the customer, RoyPrints will **not** be liable to issue a refund.
- g. Should one of the terms of the Agreement need to be amended, in an instance that the customer is demanding the amendment, then the customer may be liable to pay a fee if the amendment is to extend one of the permissions granted within the contract.
- h. We cannot permit cropping certain images due to local laws and commercial use permissions, this will be communicated with the customer after an enquiry has been submitted.
- i. We aim to respond to enquiries and communications within 2-3 working days, however during peak times this may be longer.
- j. The Agreed Price shall be paid by a secure online card payment link or bank transfer in advance of the Agreement Start Date, any other method of payment cannot be accepted.
- k. At all times, customers are prohibited from using RoyPrint's images in inappropriate settings, including but not limited to : Adult content or nudity, violence or graphic content, illegal or illicit activities, discriminatory or hateful content, political or controversial contexts, sensitive cultural or religious contexts, medical or healthcare-related contexts without appropriate licensing or permissions, misleading or deceptive representations.
- l. If a customer or any browser of the RoyPrints website violates section 1 (k) of these Image Licensing Terms and Conditions, they will be liable to pay any fines or penalties. RoyPrints will **not** be liable for these violations.

2. FREE-RES Packages

- a. 'FREE-RES Package' means the additional product that is purchased with an Image Licence which may consist of a collection of Images.
- b. Each FREE-RES Package corresponds to one Image only. If multiple Image Licences are purchased, each Image will require its own FREE-RES Package.
- c. FREE-RES cannot be purchased as a standalone package, an Image Licence must be purchased with or up to thirty (30) days before purchasing FREE-RES.
- d. After purchasing an Image Licence, a customer may purchase FREE-RES for an Image up to one (1) calendar month after purchasing an Image Licence of that Image.
- e. FREE-RES Packages are valid only until the expiry date of the Image Licence Agreement it is added to.
- f. The fees associated with FREE-RES Packages will be made payable alongside the Image Licence Fee as one total sum if a FREE-RES Package is purchased with an Image Licence in the same order.
- g. If a FREE-RES Package is purchased thirty (30) days after an Image Licence order is submitted, an additional processing fee for the FREE-RES Package of £25 will apply.
- h. Any Image included in a FREE-RES Package may only have the same, or a lower resolution of the image purchased with the licence that FREE-RES is purchased for.
 - i. For example, if an Image Licence is purchased for an image of 1920 pixels x 1080 pixels (Width x Height), any image within the FREE-RES package cannot have a long edge greater than 1920 pixels and a short edge greater than 1080 pixels.
- i. FREE-RES Package is subject to the terms and conditions outlined in the wider terms and conditions page.
- j. RoyPrints reserves the right to modify the terms of FREE-RES Package at its own discretion
- k. RoyPrints reserves the right to terminate a FREE-RES Package at its own discretion.

3. FLEXI-RES Packages

- a. 'FLEXI-RES Package' means the additional product that is purchased with an Image Licence
- b. Each FLEXI-RES Package corresponds to one Image only. If multiple Image Licences are purchased, each Image will require its own FREE-RES package.
- c. FLEXI-RES Packages can not be purchased as a standalone package, an Image Licence must be purchased with or up to 30 days before purchasing FLEXI-RES.

- d. After purchasing an Image Licence, a customer may purchase FLEXI-RES for an image up to a month after purchasing an Image Licence of that very image.
- e. FLEXI-RES Packages images are valid only until the expiry date of the image licence it is added to.
- f. The fees associated with FLEXI-RES Packages will be made payable alongside the Image Licence fee as one total sum if FLEXI-RES Package is purchased with an Image Licence in the same order.
- g. If FLEXI-RES Package is purchased 30 days after an Image Licence without FLEXI-RES Package, an additional processing fee of £25 will apply.
- h. A FLEXI-RES Package image may only have the same, or a smaller short edge than the image purchased with the licence
 - i. For example, if an Image Licence is purchased for an image of 1920 pixels x 1080 pixels (Width x Height), any image within the FLEXI-RES Package package can only have a maximum width of 1920 pixels.
- i. FLEXI-RES Package requests will take a further 2-3 working days to process once the final image resolutions have been requested and confirmed by the Customer.
- j. FLEXI-RES Package is only available on a select set of images, which are denoted by a (*) by the image name in the galleries. We are unable to process a request for FLEXI-RES Package for an image that does not have this notation on its name.

Sitewide Terms and Conditions

The following provisions apply to all RoyPrints Products.

4. Definitions

“Business Days” means any day except Saturday, Sunday or a UK Bank Holiday, on which banks based in the UK are open for business.

“Customer” means the individual or business that agrees to be bound by these Terms and Conditions by signing an image licence agreement and/or makes an order to purchase a RoyPrints Product.

“RoyPrints Product” means a product sold by RoyPrints through the RoyPrints website.

5. Privacy Policy

Any customer data collected is processed in accordance with the applicable data protection laws of England and Wales including but not limited to the UK General Data Protection Regulation and the Data Protection Act 2018 and is **not** sold to third parties.

Please find our full Privacy Policy on our Homepage.

6. Order Processing

We aim to respond to website enquiries within two (2) to three (3) Business Days however delays may occur during times of high demand. Please get in contact with RoyPrints at jayant.roy@royprints.co.uk for any queries.

We also cannot respond when we are out of office, a notice of our out of office status will be displayed on our landing page during this time.

7. Payment Processing

All payments are processed by Wise, a UK-based digital bank. Please visit their website for their terms and conditions.

8. Translation

In the event of a translation of these terms and conditions into a non-English language, where there is a conflict between the two versions, the English version shall prevail.

9. Copyright and Intellectual Property

9.1. RoyPrints retains all copyright, intellectual property and moral rights of any images that are featured on this website. Customers do not acquire any ownership rights or intellectual property rights through their purchase of a RoyPrints Product or through the use of this website.

9.2. RoyPrints asserts their moral rights over this website and Products in accordance with the Copyright Designs and Patents Act 1988.

10. Watermarks

The watermarks present in the accompanying images serve solely as a means of safeguarding copyright and do not establish any correlation between RoyPrints and the depicted buildings.

11. Trademark Notice

"RoyPrints" and the "RoyPrints" logo (collectively referred to as the "Trademarks") are registered trademarks in the United Kingdom. These Trademarks are the exclusive property of Jayant Roy and are protected by the laws of the United Kingdom and applicable international trademark laws. The Customer is expressly prohibited from using these Trademarks without the prior written permission of Jayant Roy. Any use, reproduction, imitation, or representation of the Trademarks without the explicit consent of Jayant Roy is strictly prohibited and may result in legal action, including but not limited to claims for damages and injunctive relief. If you have any questions or require permission to use the Trademarks in a manner not covered by this clause, please contact Jayant Roy for further assistance. The Customer's acknowledgement and compliance with this Trademark Notice are expected and appreciated.

12. Compliance with Laws

By using the RoyPrints website and purchasing Products, the Customer agrees to abide by these Terms and Conditions. You shall not engage in any activity that violates these Terms and Conditions, including but not limited to:

- a. Unauthorised use of licensed images beyond the scope of the granted licence;
- b. Resale, redistribution, sublicensing, or sharing of the licensed images without prior written consent;
- c. Modification, alteration, or creation of derivative works from the licensed images without express permission; and
- d. Any activity that disrupts or harms our website, services, or the experience of other users.

13. If a customer or any browser of the RoyPrints website violates section 12 (a,b,c, and d) of these Image Licensing Terms and Conditions, they will be liable to pay any fines or penalties. RoyPrints will **not** be liable for these violations.

14. Limitations of Liability

RoyPrints is not liable for any unforeseen circumstances or damages resulting from the use of our Products, including but not limited to, personal injury, property damage.

15. Severability

In the event that any portion of these Terms and Conditions are deemed to be invalid or unenforceable by a court of jurisdiction, the remaining provisions will not be affected and each unaffected term and provision will remain in full force and effect.

16. Governing Law

11.1 These Terms and Conditions are governed by and shall be exercised in accordance with the laws of England and Wales.

11.2. English courts shall have exclusive jurisdiction to settle any dispute or claim connected with these Terms and Conditions.