The Contributor Contract

This contract is entered into between you, as a Contributor (hereafter referred to as “you” or the Contributor) and Alamy Ltd (“Alamy”, “we” or “our”) (the “Contract”). By registering as a Contributor, you agree to be legally bound by the terms and conditions set out below.

Background (the legal wording written in Plain English)

• You are signing up to submit Content to, and have it licensed by, Alamy.

• Alamy has the right to refuse / accept Registration and Content at its sole discretion.

• You also have the option to have Content licensed through our network of Distributors.

• You are solely and exclusively responsible for the Content you upload, and you must be certain that you have the necessary rights or permissions to make that Content available to Alamy – you may be the copyright holder, have the copyright holder’s permission, be contractually entitled to distribute the image for its proposed use, or the image is copyright free.

• You will be responsible for paying any and all costs and/or damages arising from complaints and claims relating to your Content.

• We will pay you up to 50% of a direct sale made via Alamy (see Alamy Commission Table for detail).

• You can cancel this Contract at any time with just 45 days’ written notice.

• We report licences to you as soon as we know about them.

• We’ll pay you every month that your balance is over US $75.

• You will provide accurate metadata (caption, keywords and tags) for your Content.

• The information you supply must be correct and kept up to date, particularly information related to model or property releases and any applicable usage restrictions.

• Prices are determined by Alamy.

• Alamy’s customers cannot use your Content for pornographic, defamatory, or any other unlawful purposes.

Your contract with Alamy

Contains all the contractual conditions you need to know about working with us

Gives details of:

- What you get paid
- When you get paid
- How you get paid
- Gives all financial information in US Dollars, but we may pay you in other currencies

Any amendments to this Contract take 45 days to come into effect after we post them here: Record of contract changes. We will also notify you of these changes, either by email or in a reasonably prominent position to which the attention of Contributors is drawn.

Terms and conditions of the contract

1. Your Account / Registration

1.1 By Registering as an Alamy Contributor you agree that:

1.1.1. Your Registration is full and accurate and includes your full legal name, address and payment details and that you will keep such information up to date at all times;

1.1.2. You will provide and maintain a valid and accessible email address supplied to Alamy at Registration or at a later date via your Account, which we may use to contact you for important account specific information such as contractual notifications, operational updates and service emails;

1.1.3. Alamy has the right to refuse Registration of an account at its sole discretion ; and

1.1.4. Where this Contract is terminated by you or Alamy for any reason, you may not enter into a new contract with Alamy: (i) within 1 (one) year of termination; and (ii) without first obtaining written authorisation from Alamy prior to doing so. Failure to adhere to this clause will result in immediate termination of any new contract.

2. The Content

2.1. Content means any digitised photograph, video, illustration, audiovisual or other image of whatever nature which you submit to Alamy at any time during the term of this Contract.

2.2. The Content and Metadata must comply with all of Alamy's technical, quality, content and other criteria and requirements as set out on the Alamy Websites as amended from time to time and must not be created using artificial intelligence image generation tools. Where you submit Content created using artificial intelligence image generation tools this will be deemed a material breach of this Contract.

2.3. Acceptance of any Content by Alamy as well as the Content's availability on the Alamy Websites will be at Alamy's sole discretion. Alamy may at any time reject or delete Content in its absolute discretion.

2.4. Where you submit Content via hard drive, you will provide the hard drive to Alamy and Alamy will return the hard drive to you (each at your expense) after uploading the Content onto the System.

2.5. You acknowledge and agree that you are solely and exclusively responsible for all Content and Metadata that you submit and for all data that you store on the System. You acknowledge and agree that Alamy does not and cannot review all Content and Metadata uploaded and is not responsible for the Content and Metadata.

3. Submission and deletion of Content

3.1. You must assign a Licence type to each item of Content you submit to the System and must ensure that you understand the implications of each type of Licence type you select.

3.2. You cannot submit identical or similar items of Content to Alamy as both Royalty Free and Rights Managed. The Licence type you select for an item of Content must be the same as the licence type for that Content and similar Content which you have made available on other agency websites.

3.3. You must keep the System up to date at all times by any method notified to you by Alamy, including by use of the Contributor section of the Alamy Websites and/or any spreadsheet provided to Alamy by you. You must notify Alamy prior to any sale of Content on exclusive terms not made via the System.

3.4. In addition to your rights to terminate the Contract, you may delete any item of Content after ninety (90) days' notice to Alamy. If you delete an item of Content due to any potential or actual legal claim, you must notify Alamy immediately.

3.5. You will not use the System for the purposes of uploading, posting, making available and/or in any other way processing Content or any information related to the Content: (i) in breach of any applicable law; (ii) in a way that may or may be deemed to constitute incitement to racial hatred, child sexual abuse material, slander, insult, instigation of rebellion, discrimination against any group, an unlawful description of violence, a violation of any intellectual property law or data protection laws; or (iii) in a way that may be conceived as threatening, insulting, racist, offensive, vulgar and/or indecent.

3.6. Subject to the terms of this Contract, you may supply the Content to Alamy on a Non-exclusive basis and may therefore license your Content in any other way you wish.

3.7. Subject to the terms of this Contract, you may supply the Content to Alamy on an Exclusive basis. You warrant and represent that Content marked by you as “Exclusive to Alamy” on the System will be Exclusive to Alamy.

3.8. You acknowledge and agree that Content that is: (i) an exact reproduction (in all or part) of a work of art; (ii) not protected by copyright; or (iii) in the public domain or for which copyright ownership is unknown, can never be Exclusive and must never be marked as “Exclusive to Alamy”.

3.9. In the event of a breach by you of clause 3.8, Alamy may, in its sole discretion:

3.9.1. recoup reasonable administration fees for any action taken by Alamy in respect of such Content including, where applicable, reclaiming the percentage difference in commission paid;

3.9.2. restrict your ability to mark images as “Exclusive to Alamy”; and/or

3.9.3. terminate the Contract immediately.

3.10. Notwithstanding clause 17.7, by marking Content as Exclusive, you grant Alamy the right to chase third party infringements of the Content without Alamy having to consult you. Where pursuing such infringements if it is found that the Content is available on another licensing platform, Alamy has the right to recoup any fees (including reasonable administration fees where escalated to legal action), that Alamy has incurred in the pursuit of any action taken.

4. Effects of deletion

4.1. If an item of Content is deleted, whether by you or by Alamy, any Licences granted prior to the date of deletion will remain in full force and effect. Alamy may continue to grant Licences for:

4.1.1. Content relating to a specific use that has been downloaded by a Customer or potential Customer for such specific use prior to the date of deletion, provided

always that Alamy will only be permitted to grant Licences in accordance with this clause 4.1.1 for a period of two (2) years following the date of deletion;

4.1.2. Content relating to a specific use in respect of which Alamy had entered into negotiations with a Customer or a potential Customer or Distributor prior to the date of deletion, provided always that Alamy will only be permitted to grant Licences in accordance with this clause 4.1.2 for a period of two (2) years following the date of deletion; or

4.1.3. Content that is being re-used in accordance with clause 7.5.

4.2. Where an item of Content has been deleted, Alamy reserves the right to continue to take action in accordance with clause 17.8 for up to two years after the time of deletion. Once legal action has begun Alamy may continue to pursue such action indefinitely.

4.3. You undertake for yourself and on behalf of the Copyright Owner, that at any time during the term of this Contract or following termination of the same, neither you nor the Copyright Owner will enter into any licence or disposal which conflicts with any Licence granted by Alamy pursuant to this Contract.

4.4. Where an item of Content is deleted whether by you or by Alamy, you will continue to indemnify Alamy as outlined in clause 6 after the date of deletion for any claims, damages, liabilities, losses, costs or expenses related to the Content.

5. Contributor warranties, representations & obligations

5.1. You warrant and represent that:

5.1.1. you have the full right, power, and authority to enter into this Contract and to fully perform all of your obligations hereunder and that you are at least 18 years of age;

5.1.2. either: (i) you are the Copyright Owner of the Content; (ii) you have authority from the Copyright Owner to make the Content available in accordance with this Contract; (iii) you have been supplied the Content to make available for the uses for which you have indicated on the System; or (iv) the Content is entirely free from copyright and no such attribution is required;

5.1.3. the Content does not infringe upon any copyright or intellectual property right including, without limitation, trademark rights, patent rights or design rights, or any other right, of any third party;

5.1.4. you hold the rights to grant reproduction rights in the Content for uses you have specified via the System;

5.1.5. subject always to clause 5.1.10, except for any rights that have previously been licensed or granted in relation to the Content, there is not and will not be during the term of this Contract, any limitation or restriction on Alamy's ability to license the Content;

5.1.6. the Content uploaded to the System will not be, or be deemed to be indecent, obscene, defamatory, insulting, racist, offensive, vulgar or violate publicity rights;

5.1.7. where you have indicated that a Model Release is available: (i) the Release is legally binding; (ii) your representation that a Release is available is true and accurate; (iii) (except as otherwise notified to Alamy via the System) the Release allows the Content to be used for all uses anywhere in the world without restriction including without limitation uses in relation to sensitive issues; (iv) you hold all permissions needed for the exploitation by third parties of the Content, including, without limitation, from subjects, depicted in the Content and/or original clients for whom the Content may have been created. and (v) any use or exploitation of the Content by Alamy, a Customer or a Distributor will not violate the rights of any model depicted in the Content, including without limit, any privacy or publicity rights anywhere in the world;

5.1.8. where you have indicated that a Property Release is available: (i) the Release is legally binding; (ii) your representation that a Release is available is true and accurate; (iii) (except as otherwise notified to Alamy via the System) the Release allows the Content to be used for all uses anywhere in the world without restriction including without limitation uses in relation to sensitive issues; (iv) you hold all permissions needed for the exploitation by third parties of the Content, including, without limitation, from owners of products or property depicted in the Content and/or original clients for whom the Content may have been created, and (v) any use or exploitation of the Content by Alamy, a Customer or a Distributor will not violate the rights of any third party, including without limit, any intellectual property rights anywhere in the world;

5.1.9. where you have indicated that a Release is available, you must immediately make the Release available to Alamy if so requested;

5.1.10. you have detailed in full in the relevant fields of the System any and all usage rights and restrictions that should to apply to each item Content, such restrictions to include all rights that have previously been licensed or granted in respect of the Content. For purposes of clarification where the Content depicts people, property or intellectual property and no Release has been indicated per clauses 5.1.8 and 5.1.9 the content will be restricted to Editorial Use only. You acknowledge and agree that Alamy may set additional restrictions in relation to the Content;

5.1.11. the author of the Content has waived all moral rights in respect of the Content;

5.1.12. there are not and (to the best of your knowledge and belief) will not be any claims by any other party in connection with the use, reproduction or exploitation of the Content;

5.1.13. where your Content is included in search engine listing and promotion pursuant to clause 16.1, no claim will be made by you for breach of copyright in respect of the Content displayed;

5.1.14. the Content was not taken in any place where photography for commercial gain is forbidden, e.g. some museums, art galleries and other public or private buildings or areas; and

5.1.15. the Content complies with the privacy and property laws of the country in which it was taken, e.g. in certain countries before taking a photo of someone you are required by law to ask the subject's permission.

5.2. You will ensure that all information provided by you for display alongside the Content, including any Metadata, agency names and any other descriptions: (i) only includes information pertaining to the Content itself; and (ii) does not include contact details, web addresses, URLs, copyright and rights management information, or any personal details from which a living person can be identified, except in cases of journalistic or news reporting or where the consent of any person depicted in the Content has been obtained or where another legitimate reason exists.

5.3. You grant to each Customer:

5.3.1. the right to alter the Content including any cropping, manipulation, combining and creation of derivative Content, provided always that such alteration is not indecent, obscene, pornographic, defamatory or otherwise unlawful.

5.3.2. the right to preview and have access to the Content, where Alamy offers license models through an Application Program Interface (API), File Transfer Protocol (FTP), or any other means, that will make the Content available for use by Alamy's Customers (or where applicable, Distributors) on a high-volume basis.

5.4. You will ensure that all Metadata including, without limitation, any and all other information pertaining to the Content: (i) is and will remain accurate and factually correct; (ii) does not infringe the copyright or any other third party right; and (iii) is not indecent, obscene, pornographic defamatory or otherwise unlawful.

5.5. Where the Content has been licensed to a Customer in accordance with this Contract, you will not contact that Customer for any reason pertaining to the sale or the use of the Content.

5.6. In the event you become aware of any alleged copyright infringements in respect of the Content, you will: (i) contact Alamy first to check whether a permitted download, access (in accordance with clause 5.3.2), or a licence has been made; and

(ii) will not contact the user of the Content unless and until Alamy advises you that it will not be pursuing the alleged infringement in accordance with clause 17.

6. Indemnities

6.1. You will indemnify, defend (at the request of Alamy) and hold Alamy and its affiliates, Customers, Distributors, sub-licensees and assigns (the “Indemnified Parties”) harmless against any and all claims, damages, liabilities, losses, costs and expenses (including reasonable legal expenses) which any of the Indemnified Parties incur arising from or in in relation to: (i) any claim that the Content or Metadata infringes any third party’s copyright or any other intellectual property right (ii) any breach of your representations, obligations and warranties under this Contract or the System. This clause will remain in force after the termination of this Contract.

7. Appointment of Alamy

7.1. You grant to Alamy the right to license, distribute, use, market, reproduce, publish, communicate and make available to the public, store, and otherwise exploit the Content in the territory specified by you in any and all media and formats whether current or yet to be developed via the System.

7.2. Where you grant Alamy the right to issue Royalty Free Licences in respect of the Content, Alamy may vary the licence it grants from a Royalty Free Licence to a Rights Managed Licence or Royalty Free editorial licence. If you notify Alamy that you do not agree to such variation, then Alamy may at its sole discretion either continue to grant Royalty Free Licences in respect of the Content or delete that item of Content from the System.

7.3. You may grant Alamy the right to issue Novel Use Licences in respect of the Content by notification to Alamy via the System or by email.

7.4. Alamy has full authority to negotiate all terms of commissions, licences and reproduction rights of the Content including the fee, duration and scope of any Licence at its absolute discretion. You authorise Alamy to agree to any cropping, manipulation, combining and creation of derivative Content.

7.5. When re-licensing Content that has been previously licensed to a Customer, if, in Alamy's reasonable opinion, the context within which the Content is to be used is the same or very similar to that of the previous use (for example, extensions of print runs, foreign language versions, new editions and reproduction in new or different forms of media), Alamy is permitted to grant a re-use licence on the terms and conditions, restrictions and availability in place at the time of the original licence. This clause will remain in full force and effect even after termination of this Contract or deletion of the Content. As an example, Alamy is not entitled to grant licences for a book called 'Countries of the world' if the previous use was a book called 'The

world Encyclopaedia' with different content or to grant licences for a magazine or advert if the previous use was for a book.

7.6. Alamy will have the right to add, amend or delete any Metadata if, in Alamy's opinion, this would be likely to increase the sales potential for that Content or if it believes the Metadata to be incorrect.

7.7. You authorise Alamy to add the Content to the System.

7.8. You acknowledge and agree that Alamy will have the right to translate the Metadata into any language, including by use of an automated machine translation process that Alamy has had no input into or control over and that accordingly Alamy disclaims any liability for any failure to translate or for any inaccurate, misleading, defamatory, insulting, offensive, infringing or unlawful content created as a result of or arising out of such translation process. You will only remain responsible for providing and maintaining accurate Metadata in the original language provided.

8. Alamy's obligations

8.1. Alamy agrees to use its reasonable commercial endeavours to grant Licences in accordance with your instructions. Alamy will not be liable if it (or a Distributor) licenses or otherwise makes available an item of Content outside the instructions specified by you.

8.2. Alamy agrees to use its reasonable commercial endeavours to obtain reasonable Licence Fees.

8.3 Where you act on behalf of the Copyright Owner, Alamy's obligations under this Contract are to you only.

9. Pricing and promotion

9.1. Alamy is entitled to set and agree prices in relation to the Content in its absolute discretion.

9.2. Alamy has the right to apply promotions to the Content in order to promote the Alamy service without your consent or approval, including, but not limited to for the purpose of acquiring new Customers or to stimulate buying from existing Customers by offering discounted or complimentary Content.

10. Novel Use Licences (participation in novel use is optional)

10.1. If you grant Alamy the right to grant Novel Use Licences, you give Alamy permission to: (i) license your Content at any price, by any method and for any use we feel appropriate; and (ii) make the Content available to third parties without consulting you, including but not limited to trials with potential Customers, Machine Learning and prototypes/proof of concept and high volume low unit price Licences;

Where Alamy does not make a charge to these third parties, you will not receive payment.

10.2. Without prejudice to your general rights of termination under this Contract, you may terminate Alamy's right to grant Novel Use Licences at any time during the month of April in each year through the novel use page on the System.

10.3. When applicable, you will be entitled to payment for any Content licensed for Machine Learning. The payment mechanism is at the discretion of Alamy but will be calculated based on a reasonable pro-rata of the total amount of Content licensed to the Customer.

11. Credits, copyright notices and promotion

11.1. Customers will be instructed to credit your Content with Pseudonym/Alamy or the Agency Contributor name/Alamy, as applicable (each, a "Photo Credit").

11.2. Alamy cannot guarantee a Customer's use of a Photo Credit in any instance. Alamy will not be liable if a Photo Credit is not used (whether in whole or part) or where a Photo Credit is used, Alamy cannot guarantee that it will be accurate.

11.3. You grant Alamy the right to use your name, trade name, trademark, logos or service marks (the "Marks") to advertise and promote the Content, the System and/or the Alamy brand. Alamy acknowledges and agrees that such Marks are and will remain your sole property and, except as expressly stated in this clause 11.3, and nothing in this Contract will confer to Alamy any rights in or to the Marks.

11.4. You may use Alamy's Marks in any lawful promotion or publicity related to the Content without Alamy's prior written consent. You acknowledge and agree that such Marks are and will remain Alamy's sole property and, except as expressly stated in this clause 11.4, and nothing in this Contract will confer to you any rights in or to the Marks. You may not use any Alamy Mark or the Alamy name in a way that is or may be deemed to be obscene, indecent, pornographic, defamatory, inappropriate or otherwise unlawful, including use in unsolicited electronic communications or in any way that may bring Alamy's Marks or name into disrepute. Alamy will be entitled to revoke this permission and/or terminate this Contract if it becomes aware of any use of its name or Marks which it deems inappropriate.

12. Distribution (participating in distribution is optional)

12.1. If you agree for your Content to be licensed to Customers via a Distributor, your Content will be available for sale by Distributors in the territories specified by you in accordance with clause 12.3 (the "Distribution Scheme"). You may confirm your participation in the Distribution Scheme via the System or by e-mail to Alamy.

12.2. Content which is any way restricted may be excluded from the Distribution Scheme at Alamy's sole discretion.

12.3. You will specify the territories in which you wish your Content to be made available via Distributors. Once these territories have been selected, you may deselect any or all of the territories at any time during the month of April in each year through the distribution page of the System.

12.4. You agree that in respect of all sales made via Distributors, the Alamy Commission after deducting the Distributor's commission or fee will reflect that of the applicable commission model as specified in the Alamy Commission Table.

12.5. If you agree for your Content to be made available via the Distribution Scheme, you agree for your Content to be used free of charge in Promotional/Marketing Material by any Distributor based in your selected territory to promote the sales of the Content and/or to enhance awareness of the Alamy name/brand or that of the individual Contributor or Distributor.

13. Paying You & Commission

13.1. Alamy will report to you any Licence Fees earned in respect of your Content in US Dollars net of any applicable: (i) Sales Tax; (ii) Alamy Commission; (iii) third party commission; and (iv) any refunds or other deductions.

13.2. Upon purchase of a Licence by a Customer, Alamy shall report to your Account the relevant details of such Licence, (except for delayed sales reporting payments which shall be made in the month following the date such sale is reported). Alamy reserves the right to round fractions of a cent up or down at its discretion. All Licence Fees paid by Customers in currencies other than US Dollars shall be reported to your Account in US Dollars, using exchange rates reviewed and adjusted by Alamy in line with exchange rate fluctuations.

13.3. Alamy will pay you the Cleared Funds within 30 days of the first day of the month, if, at the start of the first day of that month, the Cleared Funds less any account debit balances in your Account exceed US $75 (or such other amount as decided by Alamy from time to time). Alamy will pay you in your chosen currency and in accordance with the payment details supplied by you. If you are UK VAT registered, Alamy will add UK VAT at the currently prevailing rate. No payment will be made and the balance of your Account will be carried forward to the following month, if: (i) the balance of your Account is equal to or less than US $75 (or such other amount as decided by Alamy from time to time); or (ii) you have not supplied payment details, any supplied payment details are incorrect, or you have chosen a payment method that Alamy no longer supports.

13.4. Where your chosen currency is not US Dollars, all amounts due to you will be converted from US Dollars to your chosen currency at the exchange rate provided by

Alamy or Alamy's Payment Provider on the date that the payment is made or the preceding working day in England. If the exchange rate is provided by Alamy, it will be within 2.5% of the spot rate on that day.

13.5. Alamy may recover, by debiting your Account or otherwise:

13.5.1 any amounts incorrectly or inadvertently credited to your Account;

13.5.2. any amounts due from you to Alamy in the event you purchase any Content from Alamy or a Distributor;

13.5.3. all other amounts due to Alamy from you including, but not limited to, costs and handling charges incurred by Alamy but properly payable by you and/or where Alamy is entitled to be indemnified by you pursuant to clause 6, any amount representing the likely total amount of any such claims, damages, liabilities, losses, costs or expenses.

13.6. Alamy may put your Account on hold in the event of any third party claim in relation to the Content or where Alamy reasonably suspects fraudulent, infringing or unlawful activity in relation to the Account. Where your Account is terminated due to any fraudulent, infringing or unlawful activity, Alamy shall be entitled to withhold payment to you.

13.7. In the event that (i) you fail to supply payment details, any supplied payment details are incorrect, inactive or you have chosen a payment method that Alamy no longer supports, (ii) any payment made to you cannot be paid by Alamy; and your cleared balance is over the payment threshold specified in clause 13.3, you agree to forfeit any such cleared balance that is over one (1) year old;

13.8. Alamy at its sole discretion may offer reporting of Licence Fees in currencies other than US Dollars.

13.9. From the 1 September 2026, Alamy will monitor the total Licence Fees in respect of your Content in each Revenue Year.

13.10. If you register for an Account after the 1 September in any one Revenue Year: (i) you will automatically be subject to Alamy Silver; and (ii) Alamy will not monitor your Licence Fees and clause 13.11 will not apply until the following Revenue Year.

13.11. At the end of each Revenue Year if your total Licence Fees for that year, net of any refunds:

13.11.1. are less than US $250 then the Alamy Bronze Commission for sales of your Content as outlined in the Alamy Commission Table will apply in the following Revenue Year;

13.11.2. are greater than or equal to US $250 and less than or equal to US $3,000 then the Alamy Silver Commission for sales of your Content as outlined in the Alamy Commission Table will apply in the following Revenue Year.

13.11.3. are greater than US $3,000 and less than or equal to US $25,000 then the Alamy Gold Commission for sales of your Content as outlined in the Alamy Commission Table will apply in the following Revenue Year.

13.12. If you are subject to Alamy Bronze and your total Licence Fees, net of any refunds, exceeds US $250 at any point during the Revenue Year then the Alamy Commission will automatically change to Alamy Silver for future sales during the Revenue Year. Should any subsequent refund take your Licence Fees below the US $250 threshold as set out in clause 13.11, the Alamy Commission will revert to Alamy Bronze.

13.13. If you are subject to Alamy Silver and your total Licence Fees, net of any refunds, exceeds US $3,000 at any point during the Revenue Year then the Alamy Commission will automatically change to Alamy Gold for future sales during the Revenue Year. Should any subsequent refund take your Licence Fees below the US $3,000 threshold as set out in clause 13.11, the Alamy Commission will revert to Alamy Silver.

13.14. If you are not an Agency Contributor and your total Licence Fees for Content sales in any one Revenue Year (starting 1 September 2026), net of any refunds, are greater than or equal to US $25,000 then the Alamy Commission for the following Revenue Year for Content that is Exclusive to Alamy will automatically switch to Alamy Platinum as outlined in the Alamy Commission Table.

13.15. If you are subject to Alamy Gold, and are not an Agency Contributor, your commission for Content that is Exclusive to Alamy will automatically switch to Alamy Platinum if your total Licence Fees, net of any refunds, exceed US $25,000 at any point during the Revenue Year. In such case, the Alamy Commission for future sales of Content that is Exclusive to Alamy during the Revenue Year will be as outlined in the Alamy Commission Table for the Alamy Platinum structure. Should any subsequent refund take your Licence Fees below the US $25,000 threshold (as set out in clause 13.14), the Alamy Commission will revert to Alamy Gold.

13.16. The Alamy Commission for Content sales made via an Affiliate will reflect that of the applicable commission model as specified in the Alamy Commission Table and will include a 15% Affiliate and affiliate provider fee in respect of the Licence Fee.

13.17. The Alamy Commission for all Access Only Content sales will reflect the corresponding Access Only commission model as specified in the Alamy Commission Table irrespective of the Tier level applicable to non Access Only Content.

14. Self billing for UK Value Added Tax (VAT) registered Contributors

14.1. You must inform Alamy if you are registered for VAT, if at any time your VAT position changes including any change in your VAT registered status, there's a change of your VAT number, you deregister for VAT or if you sell all or part of your business.

14.2. Where you are UK VAT registered, you agree that Alamy will self bill you. Alamy will issue self-billed invoices to you for all taxable supplies made to Alamy by you (taxable supplies are defined by HMRC as all goods and services which are VAT rated). The self-billed invoices will include your name, address and VAT number, together with all other details that constitute a full VAT invoice.

14.3. Alamy, whose VAT number is 718 2941 23, will agree new terms for self billing with you if Alamy's VAT number changes and Alamy will inform you if the self-billed invoices are outsourced to a third party.

14.4. If it is subsequently found that you were not VAT registered or have failed to provide accurate and current information relating to your VAT status, then you will immediately and on demand by Alamy, repay to Alamy any VAT paid incorrectly (together with any associated interest and charges incurred by Alamy). Alamy may recover by debiting your Account any money due to Alamy in respect of tax and any associated interest or charges.

15. Audit rights of Contributor on Alamy

15.1. In the unlikely event of a material dispute between you and Alamy regarding amounts due to you, Alamy will, at a convenient time and upon receiving 30 days' prior written notice from you, allow your representative (which will be either an independent qualified lawyer or accountant) to inspect Alamy's records which relate only to your Account. The costs of the inspection will be paid by you except if it reveals an underpayment to you of more than US $1,000 in any one twelve (12) month period, in which event Alamy will correct the records relating to your Content, make any payments due as identified by such audit and reimburse the actual costs of your audit. Alamy reserves the right to instruct its own representative to review and confirm such inspection prior to making any such corrections, payments or reimbursements.

16. Advertising and promotion

16.1. You acknowledge and agree that the Content may be used without charge and without your consent or approval in Promotional/Marketing Material or in any other manner, at the sole discretion of Alamy, anywhere in the world to promote sale of Content and/or to enhance awareness of the Alamy name/brand or that of the individual Contributor, provided always that:

16.1.1. if an item of Content has been used in Promotional/Marketing Material prior the termination of this Contract and/or deletion that item of Content from the Alamy Websites, that item of Content will be permitted to remain in that specific Promotional/Marketing Material;

16.1.2. Content that has been deleted from the Alamy Websites will not be used in any new Promotional/Marketing Material; and

16.1.3. Promotional/Marketing Material also includes articles and interviews featuring Alamy and/or its Content, social media and search engines or similar sites listing and promotion including but not limited to 'Google Images'.

16.2. Where Content is used to promote the Alamy name/brand, Alamy will make reasonable efforts to provide a Photo Credit to you where commercially reasonable, but you acknowledge and agree that Alamy cannot guarantee to provide a Photo Credit and will not be held liable if one is not made or is made in a different format from that requested by you.

16.3. You agree that Alamy may, when using the Content in Promotion/Marketing Material, alter the Content by cropping, manipulating, combining and creating derivative content, providing such alteration is not indecent, obscene, pornographic, defamatory or otherwise unlawful.

17. Breaches of licences and defaults by Customers and third party infringements

17.1. You acknowledge and agree that Alamy will not conduct any verification or check of the character, standing or financial position of any Customer.

17.2. You acknowledge and agree that where Alamy incurs legal and/or other costs or expenses relating to an outstanding amount owed by a Customer in relation to the Content, Alamy will recoup these costs from any full or partial payment of the amounts recovered from the Customer before dividing the remaining amount between you and Alamy in line with the commission schedule in force at the time the debt was invoiced. Alamy will not be obliged to pursue payment of debts owed by Customers if, in Alamy's opinion, the prospects of recovery do not outweigh the likely collection costs.

17.3. If a Customer is declared bankrupt or goes into liquidation owing Alamy any money, we will write off the debt. If we subsequently receive any money from the official trustee or liquidator, we will donate any such amount to charity if the amount recovered means it is not cost effective to pay out the funds we receive, otherwise any amount received will be divided between you and Alamy in line with the commission schedule in force at the time the debt was invoiced.

17.4. In the event of any actual or alleged breach of any Licence or any infringement of intellectual property right or any other rights in any Content by a Customer or by any third party, Alamy may take action against the Customer or such other third party at its sole discretion.

17.5. If Alamy takes action pursuant to clause 17.4, Alamy may (but will not be obliged to):

17.5.1. appoint a representative to identify and make claims or demands for suspected infringements on its behalf; and

17.5.2. make such claims and take such action as may be necessary (in the opinion of Alamy) in connection with such action.

17.6. A percentage, equal to the applicable commission rate for that Content, of all amounts recovered by Alamy in connection with any claims or actions pursuant to clause 17.5 (after first deducting collection fees and reasonable expenses incurred by Alamy) will be paid to you.

17.7. You will promptly inform Alamy of any actual or suspected third party infringement of copyright or any other intellectual property right or third party right, loss of Content, breach of moral rights or any other matter giving rise to threat of proceedings, claims or demands in respect of any of the Content and additionally, Alamy may inform you of the same. In either event, Alamy, in its sole discretion, may either take action itself against the third party or may notify you that it will not be taking action and you may then do so at your option.

17.8. Where Alamy has a reasonable belief that the Content on a third-party website has been sourced from Alamy without a Licence, including but not limited to watermarked images or credit lines, you grant Alamy the right to pursue any suspected or actual infringements of copyright of the Content without the need to notify you.

17.9. If you take action pursuant to clause 17.7, then Alamy's sole obligation will be to (at your request and cost) verify the terms of this Contract or any Customer contract. Prior to providing such assistance, Alamy may require you to indemnify Alamy for all of the costs and expenses incurred by Alamy in relation to such action including, at Alamy's discretion, providing and securing the costs of Alamy's legal and other advisers.

18. Passwords, Loss of Content or failure of System

18.1. Alamy will have no liability to any Contributor or Copyright Owner for:

18.1.1. the loss of any Content or for any deterioration or damage to any Content on the System;

18.1.2. any failure of the System;

18.1.3. any downtime and lost transmissions on the System; or

18.1.4. any mistakes or omissions on the System.

18.2. Contributors will be responsible for maintaining original copies of and digital back-up copies of all Content submitted to Alamy and will promptly provide replacement digital copies to Alamy on request at any time.

18.3. You acknowledge and agree that you are solely responsible for all access or use of your login and password credentials on the Websites. Alamy will not be responsible for monitoring the Content under your login or password credentials and shall have no liability in this regard.

18.4. Alamy is entitled to amend the System or remove an online upload facility at any time.

19. Liability of Alamy

19.1. Alamy's liability under this Contract will not exceed the total Alamy Commission actually received by Alamy in relation to the Content during the twelve (12) month period immediately preceding the date on which the cause of the action giving rise to such liability occurs, subject to an aggregate limit of US $30,000.

19.2. No action, regardless of form, arising out of any Licence or under this Contract may be brought by you more than twelve (12) months after the cause of the action has occurred.

19.3. Alamy will have no liability to you for any loss of profit, loss of revenue, loss of or damage to goodwill, loss of contracts, loss of customers or any indirect, special or consequential loss, damage, costs or expenses (whether or not caused by the negligence of Alamy, its servants or agents and whether or not Alamy was aware of such liability).

19.4. Nothing in this Contract will limit either party's liability: (i) for fraud; (ii) for death or personal injury caused by either party's negligence or that of its servants or agents; or (iii) in relation to any other liability which cannot be excluded or limited by law.

20. Amendment and variation

20.1. Alamy may vary this Contract by altering or deleting any of its provisions or adding any new provisions by giving you 45 days' prior notice at any time. If you do not accept any of the variations, you have the right to terminate this Contract by giving written notice to Alamy in accordance with the provisions of clause 21.1.3. If

no such notice is received, you will be deemed to have accepted the Contract as so amended.

20.2. You will ensure that Content on the System prior to the date of any amendment to you pursuant to clause 20.1 meets the provisions of any such amendment or variation.

21. Termination

21.1. You may terminate this Contract:

21.1.1. on 45 days' prior written notice to Alamy at any time;

21.1.2. immediately by written notice to Alamy if Alamy:

21.1.2.1. breaches any term of this Contract which is not capable of effective remedy;

21.1.2.2. breaches any term of this Contract which is capable of remedy but which is not remedied within 30 days receipt of notice specifying the breach and requiring Alamy to remedy such breach;

21.1.2.3. enters into insolvent liquidation;

21.1.2.4. ceases to carry on its business of operating the System.

21.1.3. where Alamy gives 45 days' notice to vary the Contract pursuant to clause 20.1, by written notice to Alamy at any time during that 45 day period expiring at the end thereof.

21.2. Alamy may terminate this Contract:

21.2.1. on 45 days' prior written notice to you at any time;

21.2.2. immediately if:

21.2.2.1. you breach any term of this Contract and such breach is not capable of effective remedy, or such breach is deemed a material breach of this Contract;

21.2.2.2. you breach any term of this Contract and such breach is capable of remedy but which is not remedied within 30 days of receipt of a notice specifying the breach and requiring you to remedy such breach;

21.2.2.3. you infringe any third party copyright, trademark, and/or any other intellectual property right of any person or entity;

21.2.2.4. you are declared bankrupt, go into liquidation or receivership, an administrative receiver is appointed over all or any part of your assets, a meeting of creditors is called, or you suffers any other insolvency or bankruptcy related event in any applicable jurisdiction;

21.2.2.5. your Account is deemed to be inactive whereby; (i) no Content is submitted to the System by you following Registration (ii) following Registration Content is submitted to the System that does not meet the provisions of clause 2.2 and no further submissions meeting the criteria are made. (iii) Alamy is unable to contact you or receives no correspondence from you when contacted in respect to your Account; or (iv) any payment is unable to be credited to your Account.

21.2.2.6. Alamy reasonably suspects fraudulent activity in relation to your Account or Registration;

21.2.2.7. any action by you is deemed by Alamy to bring the Alamy name or Mark into disrepute;

21.2.2.8. any communication received by Alamy, its employees, representatives, or any third parties authorised to act on Alamy's behalf in relation to this Contract is deemed by Alamy to be threatening, insulting, racist, offensive, vulgar, indecent, or otherwise inappropriate;

21.2.2.9. Alamy decides to terminate its operation of the System.

21.2.3. Alamy may in its sole discretion, without terminating this Contract, delete any individual item of Content at any time. Where permitted by law you have the right to appeal such decision, please see section 14 of the Website terms and conditions of use for details on formatting of such appeals.

21.3. On termination Alamy will:

21.3.1. delete from the Alamy Websites any Content provided by you under this Contract;

21.3.2. continue to report to you in respect of Licences granted prior to the date of termination of this Contract or Licences granted after the date of termination of this Contract as permitted herein;

21.3.3. subject to clause 13.6, pay you if Cleared Funds less any account debit balances in your Account exceed US $30 (or such other amount as decided by Alamy from time to time).

21.3.4 not return to you any data, of whatever kind, relating to any Content or the Content itself.

21.4. The termination of this Contract will not prejudice any Licences in existence prior to the date of termination, any negotiations in relation to the Content which Alamy has properly entered into with any third party prior to the date of termination, or the grant of Licences for Content already downloaded by a Customer prior to the date of termination.

21.5. Any provision of this Contract which expressly or by implication is intended to come into or continue in force on or after termination of this Contract will remain in full force and effect.

21.6. Termination of this Contract will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

22. News Content

22.1. All Content submitted by you as news, sport or entertainment Content must adhere to Alamy's Live News Policies and published guidelines for News Content.

22.2. Any Content submitted as a News Content must be free of any manipulation, alteration or post-production processes (including without limitation the use of photo editing software incorporating artificial intelligence tools) where such use alters the truth, the context or the editorial integrity of the News Content. Where you submit News Content containing manipulation, alteration or post-production processes in breach of this clause, this will be deemed a material breach of this Contract.

22.3. The decision as to whether any Content is suitable for representation as News Content is at Alamy's sole discretion.

23. Collecting societies

23.1. Subject to clause 23.6, you authorise Alamy to grant to any Collecting Society a mandate to negotiate, claim and administer the rights in respect of Secondary Uses of your Content.

23.2. You authorise Alamy to grant to the Collecting Society an exclusive licence in relation to sales of your Content made by Alamy. Exclusivity is limited to the actual uses of the Content claimed and paid for under the Collecting Society's collection scheme only ("Collection").

23.3. Alamy will grant the Collecting Society a mandate to claim on your behalf a share of royalties arising from those rights collectively licensed by the Collecting Society as Secondary Uses and distributed through Collection.

23.4. For the avoidance of doubt, the above authorisation extends only to Secondary Uses of Content that the Collecting Society manages through collective licensing schemes and does not transfer any authority to the Collecting Society to issue individual Licences for Primary Uses on your behalf, nor does it transfer the ownership of copyright to the Collecting Society.

23.5. You confirm that you have authorised Alamy to claim and receive on your behalf any royalty payments any Collecting Society has calculated as part of Collection in respect of an authorised claim made on your behalf by Alamy, and to deduct a commission or fee of 50% after recouping any applicable administration charges.

23.6. If you have specifically informed us not to claim on your behalf for Collection in the United Kingdom before 30 July 2016, then we will not claim for you under Collection unless instructed to do so. If you do instruct Alamy to claim on your behalf, this will continue for the Contract duration.

24. Notices

24.1. Any notice under this Contract may be sent electronically, to the email address notified by either party to the other party, or by pre-paid first class post, recorded delivery or registered post, to the name and address notified by either party to the other for such purpose. A notice served under this clause will be deemed to have been received on the expiration of 48 hours after service. Any notice sent by Alamy to your email address notified to Alamy will be deemed to have been duly served on you whether or not such notice is actually received by you.

24.2. Alamy may also serve notice on you by a display on the Alamy Websites in a reasonably prominent position to which the attention of Contributors is drawn.

24.3. Alamy may contact you at the e-mail address, postal address, the telephone number, or using any other communication method, including without limitation social media, provided by you when you register as a Contributor or those supplied for your Account at a later date.

25. Your data communications

25.1. At all times Alamy will adhere to applicable data protection laws and the Alamy Group's privacy policy in relation to the processing of your personal data and communications with you.

25.2. By opting into marketing and/or third party emails during Registration, you agree that Alamy can send you marketing and/or third party emails. These emails are promotional in nature and will include, but are not limited to, photography related offers, competitions, industry information and affiliate programs. You can unsubscribe from marketing and/or third party emails at any time by clicking the unsubscribe link within these emails or by changing your email preferences in your account settings.

26. General

26.1. This Contract will continue for the benefit of and be binding upon Alamy and you and your respective successors in title and assignees. You may only assign the Contract with the prior written consent of Alamy.

26.2. Alamy may assign this Contract to any member of the Alamy Group or any third party and if it does so references herein to Alamy will thereafter be to such third party or Alamy Group company and references herein to the Alamy Group will be to any subsidiary of such third party or Alamy Group company, or the holding company of such third party or Alamy Group company or any subsidiary of such holding company or Alamy Group company.

26.3. The parties acknowledge and agree that for the purpose of Section 1(2) of the Contracts (Rights of Third Parties) Act 1999 no term of this Contract will be enforceable by any third party (including any Copyright Owner).

26.4. In accordance with section 72(1) of the Online Safety Act 2023, you have the right to bring a claim against Alamy for breach of contract where (i) Content is taken down, or access to Content is restricted in breach of the terms of this Contract, and/or (ii) where your Account suspended or terminated in breach of the terms of this Contract. The circumstances under which Alamy may remove or restrict access to Content are set out in clauses 2.3 and 21.2.3. The circumstances under which Alamy may suspend or terminate your Account are set out in clauses 3.9.3, 11.4, 13.6 and clause 21.2 and its accompanying sub-clauses.

26.5. The Website terms and conditions of use, the Alamy Commission Table and the terms set out herein form the entire Contract and supersedes any previous contract between the parties relating to the Content and constitutes the entire understanding between the parties and is binding upon them, your executors, successors or assigns. Each party acknowledges that, in entering into this Contract, it has not relied on any representation made by the other party that has not been set out in the Contract.

26.6. The interpretation of this Contract shall remain unchanged and unaffected by any variations in the numbering, paragraphing, or heading references used in the Contract. Any such variations shall not be construed to alter the intent or meaning of the provisions of this Contract.

26.7. If any provision of this Contract is held to be void or unenforceable in whole or in part, this Contract will continue in force in relation to the unaffected provisions and the remainder of the provision in question, and the parties will renegotiate the provision in good faith to achieve the same objects.

26.8. The failure or delay by either party to enforce at any time any one or more of the provisions of this Contract will not be a waiver of such rights or any other rights.

26.9. Alamy will not be liable to you under or in connection with this Contract for any failures, interruptions, delays or other matters of a similar nature arising out of circumstances beyond its reasonable control.

26.10. This Contract will be governed by and interpreted in all respects in accordance with the laws of England and Wales and each of the parties hereby submits to the exclusive jurisdiction of the courts of England and Wales.

27. Definitions

The following definitions will apply:

“Access Only”

means Content that is: (i) a press, publicity or any other handout; (ii) content that is public domain, where the content is not subject to any intellectual property restrictions and no attribution is required.

“Account”

means your online account on the System to which your details are specified and Licence Fees in relation to the sale of your Content are recorded.

“Agency Contributor”

means a Contributor who is assigned Agency Contributor status by Alamy at its sole discretion.

"Affiliate"

means a website or service provider that promotes offers and promotions relating to the Content in return for a commission.

"Alamy Ltd"

means Alamy Limited or its administrators, successors in business or any other person to whom it may license or assign its rights under this Contract.

"Alamy Commission"

means the percentage of the net Licence Fees that Alamy takes in relation to the sale of your Content in accordance with applicable commission rate as outlined in the Alamy Commission Table.

"Alamy Commission Table"

means the table set out at https://www.alamy.com/terms/contributor-commission-table.aspx which lists the fees and commissions payable in relation to the sale of your Content or any substitute table of which Alamy has given notice in accordance with this Contract.

"Alamy Group"

means Alamy Ltd and its subsidiaries and holding company and any other subsidiary of any such holding company, or any other undertaking in Alamy's group from time to time, for which purpose "group", and "subsidiary" and 'holding Company' will have the meanings ascribed to them in the Companies Act 2006.

"Alamy Websites"

means the collective URLs owned and operated by Alamy.

"Cleared Funds"

Alamy operates a real-time reporting system, where Licences are reported in the Contributor's Account at the point at which a Customer purchases on credit card, or when an invoice is raised to a Customer purchasing on a finance account.

Licences are posted to Contributors' Accounts immediately and are listed as "uncleared". They will not clear for at least 45 days from the date of sale. Credit card licences will automatically be deemed cleared on day 45 as long as the transaction has not been returned as fraudulent, is not suspected of being fraudulent by Alamy or is in dispute. Licences on Account will be deemed cleared on day 45 if we have received payment from the Customer. Otherwise the sale will be deemed cleared as soon thereafter Alamy has received payment and allocated it to the Contributor's Account. "Cleared Funds" means amounts which are deemed cleared in accordance with the above process.

"Collecting Society"

means an entity authorised by Copyright Owners to commercially exploit their copyrights. As it is impractical for rights holders to individually monitor all the different uses made of their works, they entrust certain parts of this task to a Collecting Society. In the context of this Contract a Collecting Society is one that deals with secondary rights only.

"Content"

means any digitised photograph, footage, illustration, other media of whatever nature which you submit to Alamy at any time during the term of this Contract.

"Contributor"

means the individual or entity which completed Registration and uploaded Content that has been accepted by Alamy for licensing in accordance with this Contract. For the avoidance of doubt, if Registration is completed by an authorised employee on behalf of a company then that company is the Contributor. The term Contributor also includes the Contributor's executors, administrators, heirs and assigns or successors in business.

"Copyright Owner"

means the person who is represented as owning the copyright in any Content.

"Customer"

means any third party individual, partnership, corporation or other entity who may be intermediaries or end-users and to whom a licence is or is proposed to be granted by Alamy.

"Distributor"

means any third party company appointed by Alamy to license your Content to end user Customers in territories to which you have given your agreement.

"Exclusive"

means any item of Content that you have only made available to Alamy which is not also available via any third party licensing, sales or distribution channel, including without limitation via any other stock agency or image site, but excluding the Contributor's personal website and print sales.

"Licences", or "Licence"

means Rights Managed Licence, Royalty Free License and Novel Use Licence together with any other licence granted by Alamy in relation to the Content.

"Licence Fees"

means any sum actually received by Alamy from any Customer in respect of the license of your Content whether a single payment or a royalty paid over time.

"Machine Learning"

means to enable machines to learn from the Content and make predictions or decisions based on patterns and relationships in the Content.

"Metadata"

means Content information supplied to Alamy by the Contributor by any means, including but not limited to licence types, licence restrictions, Releases information, captions, keywords, descriptions, date taken, location and Pseudonyms.

"Model Release"

means any written release signed by or on behalf of any living person or the estate of a deceased person or an infant whose likeness is incorporated in whole or in part in any Content.

"News Content"

means any Content:(i) where the subject matter and nature of the Content has an immediacy, or has a relevancy pertaining to a current topic of interest; (ii) that is submitted by the Contributor for inclusion in any feed, gallery or other method of representation for such Content; and (iii) that is accepted by Alamy as suitable for inclusion.

"Non-exclusive"

means, in relation to Content, that the Content is also available via any third party licensing, sales or distribution channel, including without limitation via any other stock agency or image site but excluding the Contributor's personal website and print sales.

"Payment Provider"

means Alamy or any other payment provider as decided by Alamy.

"Primary Uses"

means a use of Content as permitted by Licences granted by Alamy to its Customers. For example, a magazine using the Content in an editorial feature.

"Promotional/Marketing Material"

means promotional and marketing material that will include, but not be limited to PR pieces (for example, articles in magazines or newspapers, magazine competition/subscription offers, magazine cover mounts, front, inside and back cover Content), events (for example, inclusion of work in panels or other materials for Alamy events and third party events with which Alamy is involved, trade stands), direct mail (for example, inclusion of Content in printed mailing or promotional piece, postcards), advertisements (for example, guides to stock, magazine advertisements, magazine inserts, banner advertisements, ambient media, e.g. projection onto a wall, Content on a promotional coffee cup), email newsletters and text/Content based e- promos (for example, Alamy marketing emails, Alamy e-newsletters, viral newsletters and competitions), search engine listing and promotion and Alamy ratified social media sites and apps, use in information graphics, supply of Content to third parties for use in Content galleries (Content unaccompanied by copy) and editorial pieces (Content accompanied by copy), websites and blogs in return for publicity, specific ad-hoc marketing campaigns, supply of Content to third parties for use in conferences/presentations/keynote speeches in exchange for publicity, and other uses by third parties in return for publicity.

"Property Release"

means any written release from the owner and/or occupier of any property (including intellectual property) featured in the Content (in whole or part) whose permission is necessary or desirable to allow the Content to be made available anywhere in world.

"Pseudonym"

means the name under which you sell your Content. Your default Pseudonym is the name you gave during Registration.

"Registration"

means the on-line display on the System at the time you complete the registration process and which will have included:

- your name and address.
- your login and password details for your account with Alamy.

Registration details may be modified online and such modified details take effect from the time you, or anyone authorised on behalf of you, changes the details in your Account.

"Release"

means a Model Release, Property Release or any other release, clearance, permission or a third party right depicted in the Content including without limitation any copyright, trade mark or other intellectual property right, which it is necessary or desirable to obtain in respect of the Content.

“Revenue Year”

means the 12 month period starting on the 1 September every year and ending 31 August the following calendar year.

“Rights Managed Licence”

referred to on the Alamy Websites as "Rights Managed" or "RM"

means any licence to use the Content for specific rights and for a specific purpose limited by territory, licence period, media, industry, print run and any other relevant criteria as deemed appropriate by you or Alamy.

“Royalty Free Licence”

referred to on the Alamy Websites as "Royalty Free" or "RF"

means any licence to use the Content for an unlimited number of permitted uses for a one-time fee determined by file size, usage, or other criteria as deemed appropriate by you or Alamy and includes ‘Editorial Royalty Free Licences’.

“Novel Use Licence”

means any licence to use the Content in any way and at any price deemed appropriate by Alamy.

"Secondary Uses"

means a use of Content that is not a Primary Use, including without limitation the photocopying, scanning, printing and digital re-use and communication of Content that are part of composite works, like books and magazines, and also licences governing document delivery services, the uses made under educational recording licences and uses made under cable retransmission and also similar international uses of Content remunerated through levy systems etc. For example, a student photocopying a magazine article with Content in it where the License for the Primary Use of the Content was granted by Alamy.

"System"

means the online system operated by Alamy, including the Alamy Websites and any other internet based system for the licensing of Content which Alamy may operate under the Alamy brand.