



## IMAGES/VIDEOS RIGHTS DISCLAIMER

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- The assets may only be used in their original state and shall not be modified in any way.
- The visual identities, in particular names and logos, are the ownership of their respective proprietors and are therefore protected by intellectual property rights (trademarks, copyrights, design rights etc.). These assets shall not be modified in any way.
- The uses of the assets are restricted to commercial tools in relation to the brands’ products only. The low-resolution images are for emailing, websites and commercial offers. The high-resolution images are for catalogues, sales brochures, printed cards. These images may not be used for any other purpose.
- The assets showing one or several models and the pack shots can be used Business-to-Business and Business-to-Consumer. No-use restriction applies to using any of the imagery in large-scale mass marketing campaigns; also imagery is not to be used for communications via the following channels: TV, Radio, Outdoor or Consumer/Mass market print media.
- The logos shall not be used to mark or decorate the products nor on packaging or in point-of-sale advertising.
- Any use of the assets beyond the aforementioned is prohibited without the prior written consent of the proprietors. The assets provided may not be assigned to any third party without prior written approval.
- By downloading the assets provided, you agree to be bound by the terms and conditions set out in this document and to be solely responsible in case of illegal use of them.
- As a user you must respect this legal framework. Due to varying restrictions across the assets, all lifestyle images and videos available for 2023 must be replaced or removed on or before the 31<sup>st</sup> of December 2022. If the imagery is used after 31<sup>st</sup> of December 2022 Livingstone International accepts no responsibility for the misuse of the assets and legal actions that may be taken as a consequence.
- Failure to comply with these obligations could give rise to legal proceedings against the user. Livingstone International shall not be held responsible for any kind of illegal use and reserve the right to put an end to any kind of use that breaches this charter.
- In case of breach by the user of these conditions, the user shall insure Livingstone International against any action initiated by third parties based on the violation of their intellectual property rights and/or their rights to their images and/or any damage that would have been caused by such a breach.
- The user agrees to fully indemnify Livingstone International for all expenses and indemnities of any kind (including all legal fees) they have to bear as a result of a breach by the user of these conditions and to provide cooperation and assistance to Livingstone International.
- The user understands that they are granted a limited non-exclusive authorisation to publish the PROrtx & PROrtx HiViz marketing materials on the user’s websites, apps, POS, catalogues, social media platforms, etc., in order to promote PROrtx & PROrtx HiViz products and subject to compliance with the conditions mentioned in this Policy. This authorisation is limited in time to each brands product range for that year (as defined in this policy) and is limited to the described purposes only, and is revocable at any time - All material or intellectual property rights to the PROrtx & PROrtx HiViz assets



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- PROrtx & PROrtx HiViz will review its assets on a yearly basis and will upload the new assets at by the end of each year which will be made available via a dedicated link, for use by the users during the following year. Any such change (as well as changes during the year) will be communicated by PROrtx & PROrtx HiViz to its Distribution partners. The user will be responsible for the timely removal of PROrtx & PROrtx HiViz visuals at the end of each year and to replace these by the new PROrtx & PROrtx HiViz assets. This includes use on websites (including archived or obsolete pages), folders, catalogues, apps, POS and social media platforms, etc. In case the user does not comply with this requirement, PROrtx & PROrtx HiViz shall not be held liable for any claims by third parties such as photographers or models. The user understands and agrees in particular that any use, distribution, or publication of material of the 2022 assets or previous years assets will be strictly forbidden as from January the 1st 2023 and must be replaced by the 2023 PROrtx & PROrtx HiViz assets communicated by PROrtx & PROrtx HiViz to the users. PROrtx & PROrtx HiViz shall not be held liable for any claims by third parties such as photographers or models if the user continues using, distributing, or publishing such pre-2023 assets after 31 of December 2022.
- The uniformity of the image of PROrtx & PROrtx HiViz intellectual property and its products is essential. Therefore, the authorisation to use any PROrtx & PROrtx HiViz assets is always subject to the condition that only PROrtx & PROrtx HiViz assets are used in relation to PROrtx & PROrtx HiViz products. In other words, it is not permitted to mix PROrtx & PROrtx HiViz assets with non PROrtx & PROrtx HiViz marketing materials and/or non PROrtx & PROrtx HiViz products.

#### **LAW AND JURISDICTION**

- This Policy shall be governed by and construed in accordance with the laws of England and the parties agree to submit to the exclusive jurisdiction of the English Courts as regards any claim, disputes or breaches or matters arising in relation to this Policy.

For further information, please send your request to the following address: [info@Prortx.com](mailto:info@Prortx.com)