



westPHOTO Terms and Conditions

Please read these terms and conditions carefully before using this website.

Using this website indicates that you accept these terms. If you do not accept these terms and conditions, do not use this website. Using this website stipulates agreement to the following terms and by using this website, you agree to be bound by the terms and conditions of this agreement.

These terms constitute a legal agreement between you and westPHOTO. ("westPHOTO" "we" or "our"). Please read this agreement ("agreement") in its entirety before you continue to use this website or download any image. If you do not agree, discontinue using the site.

Ownership of our website

This website is owned and operated by westPHOTO. All of the content featured or displayed on this website is owned by westPHOTO, its licensors and its content providers/image contributors.

Protection of Intellectual Property

All content on westPHOTO is protected by trademarking, copyright, moral rights and other laws relating to intellectual property rights. Unless explicitly permitted under agreement with westPHOTO, no element of this website may be copied or re-transmitted. Unless explicitly agreed, all website content will remain the exclusive property of westPHOTO and its content providers/image contributors.

Any unauthorised use of content may violate the above laws.

Indemnification of Breach

You agree to indemnify westPHOTO and its contributors against any losses, costs or damages incurred as a result of your breach of these Terms and Conditions or your unauthorised use of the westPHOTO website content.

How you may use the content on this website

Images, other than watermarked images, may only be used commercially once you have entered into a license agreement and paid the relevant fee. Watermarked images may only be used for your internal layouts. westPHOTO does not grant you any license to use these images in any final materials distributed either internally or externally by yourself or your company, including any electronic or online system. Except for this limited, internal testing and sample use, westPHOTO grants you no other rights, and you may not distribute, sublicense or make available for use or distribution any watermarked images. westPHOTO will only issue high resolution images for layout purposes only after a separate agreement is entered into.

Using Images

westPHOTO authorises you to view content on this website onscreen only. Your ability to do so and access an image does not entitle you to use the image.

When you acquire a licence for a westPHOTO image, you acquire only the limited right to reproduce that image as explicitly agreed with westPHOTO and as stipulated in the licence. Without limitation, images may not be used as trademark or service mark, for unlawful purposes/use, in a defamatory way, to violate any person's privacy or publicity rights, for pornographic use, or to infringe upon any copyright, trade name, trademark or service mark of any entity. Images may not be used to support any political or religious cause, or in any way which would be defamatory, or would compromise the reputation of westPHOTO, or any way which would imply westPHOTO approves/endorse any cause/commercial commodity.

westPHOTO images are protected by copyright. All rights to an image are owned by the creator of that image. A copyright notice or credit line must be provided for editorial use of westPHOTO images. For commercial use, the credit line must be included where appropriate.

Suitable format: "© westPHOTO/photographer's name"

Payment and Payment Terms

Reproduction or use of any image is unauthorised until full payment has been received by westPHOTO. Any such unauthorised use constitutes a breach of these Terms and an infringement of copyright, it further entitles westPHOTO to immediately terminate any use of/agreement regarding an image.

Disclaimer

The westPHOTO website and its content are provided "as is", without any conditions, warranties or other terms of any kind. westPHOTO excludes to the maximum extent permitted by applicable law, any warranty, express or implied, including and without limitation, any implied warranties of merchantability, satisfactory quality or fitness for a specified purpose.

westPHOTO does not warrant the accuracy, completeness and reliability of the content on this website though reasonable effort is used to ensure the correctness of this.

The functions embodied on, or in the content of, this website are not warranted to be uninterrupted or without failure, error, omission or that no viruses will be transmitted. You, not westPHOTO, will assume the entire cost of all necessary servicing, repair or correction due to your use of this website.

Liability

westPHOTO excludes all liability and responsibility for any amount of loss or damage that may affect you or a third party as a result of providing images or arising out of the use (or inability to do so) of images and the results of such use, any website linked to from this website and the content of any such website, including but not limited to loss or damage to you by viruses that may infect your computer as a result of your access to any other site.

Except as specifically stated in this agreement or elsewhere on this website, or as otherwise required by applicable law, neither westPHOTO nor its directors, employees, licensors, contributors, affiliates or other representatives will be liable for damages of any kind (including, and without limitation, lost profits, direct or indirect, compensatory, consequential, exemplary, special, incidental or punitive damages) arising out of your use of this website (or inability to do so), or the performance of this website or its content whether or not westPHOTO has been advised of the possibility of such damages.

However, nothing in this agreement will exclude or limit westPHOTO's liability for death or personal injury caused by negligence (as such term is defined by the unfair contract terms act 1977) or for fraudulent misrepresentation.

Links to Other Websites

Links on this website to other third party websites are provided as a convenience to you. Using these links will cause you to leave the westPHOTO site. westPHOTO does not control any of these sites and is not responsible for any of the sites or their content.

Your accessing of any third party website is done entirely at your own risk.