

## Terms & Conditions

Please read these Terms and Conditions ("T&C") carefully before using this website (the "Site"). In these conditions "MrPaparazzi.com", "we", "us" and "our" means Mr Paparazzi.com Ltd, a company incorporated in England and Wales with registered number 5772840, with its registered office at 25 Manchester Square, London W1U 3PY and "you" and "your" means the individual using the Site. Our main trading address is [50-54 Clerkenwell Road, London EC1M 5PS]. This site is owned and operated by Mr Paparazzi.com.

By using the Site, and any services offered on it ("Services"), you are agreeing to be bound by the following T&C, which form a binding legal agreement between you and us ("Agreement"). If you do not agree to these T&C, you may not use the Site or the Services. If you have any questions in relation to these T&C please contact our customer queries department as set out above.

**Only persons aged eighteen years or over may agree to these T&C and use the Site or the Services.**

Mr Paparazzi.com provides a service that supplies and sells selected media submitted to it by users of the Site to third party media buyers such as newspapers, magazines, photographic agencies and other professional contacts ("Third Party Buyers") for commercial and non-commercial use.

These T&C govern the relationship between you and MrPaparazzi.com, and all and any media submitted to MrPaparazzi.com whether by upload, email or otherwise ("Media").

## Conditions for Submission of Media

**(1) YOU AGREE AND UNDERTAKE THAT YOU WILL NOT SUBMIT TO US ANY MEDIA THAT ABUSES OR INVADES ANOTHER PERSON'S PRIVACY, CAUSES ANNOYANCE, INCONVENIENCE OR NEEDLESS ANXIETY, IS UNLAWFUL OR WHICH GIVES RISE TO CIVIL OR CRIMINAL LIABILITY OR IS OBSCENE, OFFENSIVE, HATEFUL OR INFLAMMATORY IN ANY WAY.**

(2) You agree and undertake that you will only submit to us Media that is your own original work or Media owned by a third party who has granted you full permission to market the Media on their behalf.

(3) You agree and undertake that you will not submit to us any Media that has put one or more persons in harms way or has been obtained through the harassment of one or more persons.

(4) You agree and undertake that you will not submit to us any Media that has been changed or altered from its original state.

(5) You agree and undertake that you will not submit to us any Media that infringes the intellectual property rights of any third party.

By submitting your Media to the Site, you waive any so called moral rights connected to the Media including the right to be credited as the creator of the Media or to object to any use by us of the Media.

We will determine, in our sole discretion, whether there has been a breach of your obligations regarding your use of the Site and take such action as we deem appropriate under the circumstances.

[Where Media is submitted by email], an email is sent out containing these T&C and a submission form. You must fill out the submission form and agree to the T&C before we can continue to market and sell your Media.

You warrant and undertake that all the information supplied during the submission process is truthful, complete and correct. You agree to indemnify and keep us indemnified against any claims, losses, damages and expenses incurred by us or the Third Party Buyers to whom your Media may be licensed or sold as a result of:

- claims that the submission of the Media provided infringes the intellectual property rights or any other right of a third party; or
- your breach of any of the conditions set out in the paragraph entitled 'Conditions for Submission of Media'.

By submitting Media to the Site you accept and understand fully that you are granting us and our partner agencies an exclusive, worldwide licence of all intellectual property rights in the Media for a minimum period of 90 days. This means that during this 90 day period we will be the only persons permitted to use the Media in any way and that we shall be entitled to use and change the Media in any way we deem necessary to market the Media.

After the 90 day exclusive licence period you may amend the scope of the licence to a non-exclusive, perpetual, irrevocable licence of all intellectual property rights in the Media (the "Non-exclusive Licence") by emailing us at [info@MrPaparazzi.com](mailto:info@MrPaparazzi.com). The Non-exclusive Licence will take effect from the date on which we acknowledge receipt of your e-mail. For the avoidance of doubt you acknowledge that throughout the term of the Non-exclusive Licence we will remain entitled to use and change the Media in any way we deem necessary to market the Media. We acknowledge that you will also be entitled to use and to authorise others to use the Media during the term of the non-exclusive Licence.

1. You agree that for the duration of the exclusive and the non-exclusive licence period of this Agreement we will be entitled to use the Media

- for any promotional or marketing use in relation to our own operation and publicity.
2. You agree that for the duration of the exclusive licence period of this Agreement you will not attempt to market or exploit commercially your Media.
  3. You agree that for the duration of the exclusive licence period of this Agreement you will not appoint another individual or commercial entity to represent you for any commercial exploitation of your Media.
  4. You agree that for the duration of the exclusive licence period of this Agreement you will not attempt to market or commercially exploit, and you will procure that no third party shall attempt to market or commercially exploit, any media similar to any Media you submit to the Site by way of style, appearance and subject matter.
  5. You agree to indemnify and keep indemnified Mr Paparazzi.com and all Third Party Buyers against any and all claims, losses, damages and expenses incurred by us and the Third Party Buyers to whom your Media may be licensed or sold in respect of and arising out of your use of the Services and the submission of your Media. You acknowledge that we have limited control over the nature or content of Media transmitted or received by you or other users using the Services and the Site and that we do not examine in any way the use to which you put the Services. You agree to fully indemnify and keep us indemnified against any claims or legal proceedings arising in connection with your use of the Services which are brought or threatened against us by any other person.

## Successful Licensing and Payment

In the event that we successfully license your Media to one or more Third Party Buyers you will be paid 50% of all licensing fees, including secondary and subsequent licensing paid to us by the relevant Third Party Buyers after deduction of VAT and similar taxes which fall due.

Payment will be made by electronic transfer to your bank account or by cheque within 30 days of our receipt of payment from the Third Party Buyers. We will also send you an email containing some relevant information related to the sale of your Media.

### Text charges and billing

#### For registration:

1. Updates are 25p each. The first update will cost £1.50, the next 5 updates are free.
2. We will not send more than 20 updates per week
3. To unsubscribe at anytime, please text STOP to 85020
4. For customer services, please call 0871-434-2399
5. Service is run by TouchSoftware Ltd, POBox 52758, London, EC2P 2XD

#### For sending in images:

1. This is a free service (your standard network MMS charges apply)
2. For customer services, please call 0871-434-2399
3. Service is run by TouchSoftware Ltd, POBox 52758, London, EC2P 2XD

**[Mr Paparazzi.com exclude liability for incorrect charges or billing.]**

## Use and Operation of the Site

You may not use the Site in any way that breaches any applicable local, national or international law or regulation or is fraudulent or has any unlawful or fraudulent purpose or effect.

You may not submit to us any material, including but not limited to any Media, which does not comply with the requirements set out in the 'Your Submission of Media' paragraph below.

You may not knowingly transmit any data, send or upload any Media that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You may not reproduce, duplicate, copy or re-sell any part of the Site in contravention of the provisions of these T&C.

You may not create a false identity for the purpose of misleading others as to the identity of the sender or the origin of a submission or message, including, but not limited to impersonating a Mr Paparazzi.com employee, manager, host or another user.

This Site or any portion of the Site may not be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose that is not expressly permitted by us.

We may change the format and content of the Site or Services (or any products offered by the Site) at any time.

We may terminate or suspend the operation of the Site (or terminate or suspend provision of any products or the Services offered via the Site) for support or maintenance work, in order to update the content or for any other reason. We may do this at any time and without notice.

You are advised to keep back ups of all material provided to us. In particular, it is up to you to keep backup copies of images uploaded by you or emailed to us. We will not be responsible for keeping backups or for loss of, deletion or corruption of any images or any other material.

You acknowledge that all copyright, trade marks and all other intellectual property rights in the Site and the Services shall remain vested in us or our licensors and nothing in this Agreement shall have the effect of transferring the ownership of such intellectual property rights to you

## Disclaimer

Notwithstanding any other specific disclaimers and limitations in these T&C, we accept no responsibility for and exclude all liability in connection with browsing the Site, use of information on the Site, use of the Services, and downloading any material from it including but not limited to any liability for errors, inaccuracies, omissions or misleading or defamatory statements. The Services are provided on an "as is" and "as available" basis and we make no warranties or representations, whether express or implied, in relation to the Services, including but not limited to implied warranties or conditions of completeness, accuracy, satisfactory quality and fitness for a particular purpose, all of which are hereby excluded to the maximum extent permitted by law.

You agree that, except for death and personal injury arising from our negligence, or any other liability which cannot be excluded or limited by law, we shall not be liable in contract, tort, negligence, statutory duty or otherwise, for any loss or damage whatsoever arising from or in any way connected with this contract or the use or performance of the Services or the Site [or any other website linked to the website], including without limitation, damage for loss of business, loss of profits, business interruption, loss of business information, or any other pecuniary loss (even where we have been advised of the possibility of such loss or damage).

No warranty is given regarding the accuracy, currency or applicability of any of the content in relation to specific situations or particular circumstances.

## Cookies

In order to improve the Services, we may use a device known as a cookie. Cookies are a means by which information relating to your Internet activity is recorded on your hard drive and used by us to improve our services (including the Services) available to you (a cookie will typically contain information such as whether you have visited the Site before, the "lifetime" of the cookie and a value, usually a randomly generated unique number).

If you do not wish us to use cookies when you use the Site please adjust your Internet browser settings to not accept cookies. Your computer's help file should provide information about how to do this.

Please note: Removing cookies may affect your ability to use the Site and the Services. Unless you disable cookies the Site will ask for and store details including name and address and may automatically insert certain information on the submission forms so that you can submit Media and use the Services with the minimum amount of form filling.

## Privacy and Data Protection

We comply with data protection legislation such as the Data Protection Act 1998. This section regulates the processing of personal data relating to you and grants you various rights in respect of your personal data.

When you submit Media to the Site you will automatically join our mailing list. We will send you emails from time to time that may include information on the Services, updated news, offers and other useful information regarding the development of the Site. We will not pass your information to third parties unless you give your consent.

When you subscribe to our mailing list or submit Media, we will ask you for certain information which may include personal information.

We will collect and use your personal information in order to:

- (1) administer or otherwise carry out our obligations in relation to any agreement that you may have with us;
- (2) anticipate and resolve problems with the Services; and
- (3) create and inform you of products and services that you may be interested in.

In order to do the above, we need to collect and process personal information about you (including but not limited to your name, address, telephone number and email address). We may ask you for this information on the Site.

We will not disclose any personally identifiable information without your permission unless we are legally entitled to do so (for example, pursuant to a

court order or for the purposes of prevention of crime or fraud). You will be treated as having given your permission for disclosures referred to in this policy.

In order to help us provide you with the highest level of service we may use the information you supply for:

- (1) market research; and
- (2) sending you information about MrPaparazzi.com products and services.

We may also use the information that you supply to us for giving your name, address and email address to our selected partners to enable them to send you information that may be of interest to you. They may use this information for:

- (1) market research and tracking of sales;
- (2) sending you information about their products and services; and
- (3) giving the information to their associated companies to enable them to send you information that may be of interest to you.

If you do not wish to receive mailings from us you can cancel your subscription to the mailing list by emailing: [info@mrpaparazzi.com](mailto:info@mrpaparazzi.com) with the subject of 'UNSUBSCRIBE'.

If you do not wish to receive mailings from our partners, please tick the box for promotional mailings on the submission form.

We may automatically collect non-personal information about you, such as the type of browsers you use or the website from which you linked to us. This information is only used to assist us in providing an effective service on the Site.

We may, from time to time, supply the owners and operators of third party websites which have a link to our Site with aggregated information about the number of users linking to our Site from their website for research and analysis purposes. You cannot be identified from any of this information.

The Site contains links to other websites over which we have no control. We are not responsible for privacy policies or practices of other websites to which you choose to link from the Site. We encourage you to review the privacy policies of those other websites so that you can understand how they collect, use and share your information.

We have implemented reasonable technical and organisational measures designed to secure your personal information from accidental loss and from unauthorised access, use, alteration or disclosure. However, the Internet is an open system and we cannot guarantee that unauthorised third parties will never be able to defeat those measures or use your personal information for improper purposes.]

We do not transfer your information outside Europe.

If you have any questions or comments about privacy or our MrPaparazzi.com privacy policy, or if you already have submitted information that you do not wish us to have please contact us by email (at [info@mrpaparazzi.com](mailto:info@mrpaparazzi.com)) and the information will be corrected as soon as possible.]

## General Agreement

This Agreement sets out the entire agreement and replaces all other agreements between the parties relating to the subject matter of this Agreement. It shall also apply to the exclusion of all other terms or conditions of contract which you may purport to propose.

Each clause and sub-clause in this document stands alone. If for any reason an individual item becomes unenforceable, as deemed by a court of law, this in no way alters the validity of the remaining restrictions. In the event that any part of these T&C is held to be unenforceable, such part will at our option be construed as far as possible to reflect the parties' intentions and the remainder of the provisions will remain in full force and effect.

No failure to exercise and no delay in exercising any right under this Agreement shall be a waiver of it nor shall such prevent any other or further exercise of it or any other right. Except as provided above there are no other warranties, conditions or other terms, express or implied, statutory or otherwise, and all such terms are hereby excluded to the maximum extent permitted by law (but subject to your statutory and common law consumer rights).

If we do not enforce any provision of this agreement this will not be construed as a waiver of any provision or right.

These T&C shall not limit any rights you might have as a consumer that may not be excluded under applicable law nor shall it exclude or limit our liability for death or personal injury resulting from its negligence nor any fraudulent representation.

## Governing Law

These T&C (and the provision of goods and services by us under them) are governed by and to be interpreted in accordance with English law. In the event of any dispute arising in relation to these T&C or in relation to the Services, we and you each agree to submit to the exclusive jurisdiction of the

English courts.

- [This Site may only be used by individuals in the UK. If you choose to access this Site from other locations we accept no responsibility for your use of the Site]

All questions, comments or enquiries should be emailed to [admin@thesnitcherdesk.com](mailto:admin@thesnitcherdesk.com) or by post to [MrPaparazzi.com](http://MrPaparazzi.com), 87/11 East London Street, Edinburgh, EH7 4BQ United Kingdom.

## Modification of the T&C

We may modify these T&C at any time. We will post the modified T&C on the Site at this page. We will notify you by email if it does so. The modified T&C will come into effect as soon as they are posted on the Site and use of the Site (or of any services provided through the Site) after that point will be subject to the modified T&C.

## Termination of this Agreement

We may terminate this Agreement and immediately remove, cancel or suspend access to and use of the Site upon your breach of any provision of these T&C whatsoever.

Termination shall be without prejudice to the accrued rights of either party.

We shall not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen event beyond the reasonable control of such party including without limitation internet outages, communications outages, fire, flood, war or act of God.

Either party may terminate this Agreement immediately by written notice if the other:

(1) commits any material breach of any term of this Agreement which (in the case of a breach capable of being remedied) shall not have been remedied within 14 days of a written request to remedy the same;

(2) is adjudged insolvent, bankrupt or is unable to pay its debts as they fall due, or makes an assignment for the benefit of its creditors generally.

Mr Paparazzi.com ltd

Registration number 5772640

Registered address 25 Manchester Square W1U 3PY

Trading address 50-54 Clerkenwell road, London EC1M5PS