

TERMS AND CONDITIONS FOR THE USE OF THE IN-LITE IMAGE BANK

These terms and conditions (“T&C”) are used by In-Lite Design B.V. with chamber of commerce number 24322561 and In-Lite Worldwide B.V. with chamber of commerce number 53103440 (“in-lite”). Please read this document carefully.

Article 1 **Applicability of these T&C**

- 1.1. These T&C automatically apply to our in-lite image bank and the images and other documents (hereinafter: “**images**”) stored therein.
- 1.2. in-lite grants you a non-exclusive and worldwide license to use the images, but only under the conditions that you meet all of the conditions set out in these T&C.

Article 2 **Free of charge**

- 2.1. The use of an image is free of charge, if you comply with these T&C. in-lite however reserves its rights to request a reimbursement for any other use of the images.

Article 3 **What is allowed?**

- 3.1. You may use the images in the following ways:
 - a. on your social media channels, under the condition that you always include the notification ‘*photo by in-lite*’ in a way that is clearly visible. You may translate this notification to a language that is common in your country.
- 3.2. Every other use of the images is subject to the prior permission of in-lite, such as:
 - a. on your website if you are an official dealer, for the purpose of offering for sale or selling our products (for instance in your webshop or on a webpage dedicated to our brand). It must always be clear that it concerns an in-lite image and product. If you for instance depict an image of one of our products in your webshop, it is mandatory to mention the specific product name in the title (for instance the ‘in-lite ACE DOWN’);
 - b. offline use, e.g. in print. For instance in brochures, leaflets, price lists or on products or vans;
 - c. use in advertisements, commercials, posters, billboards or similar media. Should in-lite decide to grant permission, it is mandatory to mention that the image was received from in-lite.

Article 4 **What is not allowed?**

- 4.1. You may not:
 - a. amend the images in any way, including by adjusting the colours or hues, turning them black and white, cropping them or changing the aspect-ratio of height and width. Should you wish to amend the images in any way, please contact in-lite first in order to discuss your specific wishes;
 - b. remove, obscure or modify any copyright notifications or any in-lite names, trademarks or logos from the images, nor may you add a different (such as your own) name, trademark or logo to the images;
 - c. use the images on your website and your webshop if you are not an official in-lite dealer;

- d. use the images for advertisements on Marktplaats, Bol.com, eBay or similar platforms;
 - e. use an image in a way that falsely suggests that you were responsible for or involved with the making of the image or of what can be seen on the image. If for instance the image depicts a garden, you may not create the impression that you were responsible for the design or creation of that garden if that was not the case;
 - f. use the images for the promotion of any other products than those of in-lite, especially not for the products of any other suppliers of interior or exterior lighting;
 - g. use the images in a way that suggests that there is a specific connection between in-lite and you, for instance by creating the impression that you are part of in-lite or an authorized in-lite dealer if that is not the case;
 - h. use the images if only products of in-lite are offered for sale and not also products of third parties;
 - i. permit anyone to use the images or provide (digital or non-digital) copies of images to third parties, other than the use permitted in article 3 of these T&C;
 - j. use the images in a way that is defamatory or obscene or can otherwise harm the reputation, good name or integrity of in-lite or third parties.
- 4.2. In case any of the situations apply, you shall refrain from the use of our images.

Article 5 **Intellectual Property Rights**

- 5.1. All Intellectual Property Rights pertaining to the images remain the sole property of in-lite or of its licensors. These T&C do not intend to transfer any Intellectual Property Rights, nor do you have any other right, title or interest in the images except as expressly set forth in these T&C.
- 5.2. You warrant that you will not do or fail to do anything that infringes the Intellectual Property Rights held by in-lite or any of our licensors.
- 5.3. Should we request you to cease the use of an image, for whatever reason, you are obliged to do so as soon as possible, but ultimately within 48 hours.
- 5.4. In case you fail to comply with the provisions of these T&C, in-lite is entitled to initiating (legal) measures, including denying access to the image bank. In such event you shall indemnify in-lite and hold in-lite harmless for any losses, claims, damages, awards, penalties or injuries incurred by in-lite or a third party, including reasonable legal fees.
- 5.5. For the purpose of these T&C, the term Intellectual Property Rights has the following meaning: all worldwide intellectual property and similar or related rights in the broadest sense of the term, or any entitlement thereto, especially those including – but not confined to – (1) copyrights, (2) database rights, (3) trademark rights, and (4) knowhow – including all powers related to these intellectual property rights, such as the exclusive rights to reproduce and make available to the public – and including any future Intellectual Property Rights, which is also deemed to refer to all entitlements which relevant national and international legislation accords or may accord to them.

Article 6 **Miscellaneous**

- 6.1. in-lite is entitled to add images to or remove images from the image bank as it sees fit and to amend the terms for the use of the images from time to time.
- 6.2. To the best of in-lite's knowledge the images do not infringe any intellectual property rights, but in-lite can in no way be held liable for (any costs and/or damages resulting from) the use of the images.

6.3. These T&C are solely governed by and construed in accordance with the laws of the Netherlands. The application of the United Nations Convention on Contracts for the International Sales of Goods is precluded. Any dispute arising in relation to these T&C shall be adjudicated by the district court of Rotterdam, having its seat in Dordrecht. in-lite may alternatively decide to institute proceedings before another court of law, such as the court of law where you reside.

Any questions?

Do you have any questions regarding these conditions? Please feel free to contact us!

You can fill in the contact form that can be found [here](#) or reach us by telephone via +31 18 46 88 760.