

**The use of Scala images is subject to the customer's acceptance of the following terms:**

1. SCALA transparencies are sent on free approval for one month, after which time any that have been rejected must be returned. Pictures chosen for reproduction can be retained for a maximum of three months, and then must be returned, with written confirmation of their use and all the information required for billing, including distribution rights and formats of reproduction. **Scala does not transfer the photographer's copyright when it supplies images: the reproduction rights are not exclusive and cover a one-time use in a single publication/product.**

2. The transparencies are packaged in sealed transparent envelopes. If they are returned unused but with the seal broken, Scala will charge a dummy fee of **40.00 Euros**

Customers can request RGB high-resolution files protected by a digital invisible watermark. In this case no provision is made for a free approval period and the invoice for reproduction rights will be sent with the files. Consequently, the information required for billing must be provided before despatch of the files. If the digital image is not reproduced a dummy fee will be charged (**40.00 Euros**). The high-resolution files can be supplied in TIFF format, on CD-ROM or by FTP. Files in compressed format (JPEG at 300 dpi) can be delivered by email. **3. In no case will the customer be allowed to duplicate the transparencies or files, or loan, lease, sell them, distribute them online or on an intranet or sublease them to third parties.** The customer is required to destroy all image files within 90 days of their receipt or download.

4 Photographs and other images are protected under copyright laws, and their creators, as copyright holders, have an absolute right to control the use of their photographs. Anyone infringing that copyright is liable to fines, destruction of their work and in some cases criminal penalties. **Any unauthorised use of Scala images, whether obtained from transparencies/files or by the scanning of books, will be charged the world rights fee for unauthorised use multiplied by three.**

5. Any re-utilization of SCALA images by printing works, **in the same publication or a different one**, must be declared in advance in order to be authorised, and no additional use is permitted without authorisation in writing from SCALA, in the form of an invoice.

Scala will charge for the reutilization of details from an image in the same work at a discount of 50% on the list price in effect at the time it is informed of the reutilization, and for reutilization in an updated edition or a different work at full price.

6. The copyright fee given in the enclosed price list comprises the charge for scanning and colour correction of the transparencies, the hire of the transparencies/CD-ROMs and a one-time, non-exclusive use in colour for a limited period. The duration of the reproduction rights depends on the use made of the images, is established time by time and reported on the invoice.

7.a Should copyright for other countries be acquired after the first publication, the additional charge made will be slightly higher than in the enclosed price list, on the terms outlined below:

- for the acquisition of copyright for one additional country/language, the fee for a single country discounted by 50%;
- for the acquisition of European copyright, or of English Language rights, the fee for a single country discounted by 30%;
- for the acquisition of world copyright, the fee for a single country.

7.b. In case of printed publications, Scala grants the right to publish for the duration and the print-run agreed in its initial licence. During the licence's length, the customer commits to inform Scala about any additional reprints exceeding the initial terms, in which case Scala will invoice 50% of the original fee paid per image.

8. The cost of usage for editorial and/or multimedia products sold through newsagents (excluding newspapers and magazines) will be calculated on a case-by-case basis depending on the type of project, distribution rights and print run.

9. When licensing its rights, Scala grants only non-exclusive reproduction rights belonging to the photographer, limited to the agreed form and scope of use, but does not handle other possible additional rights - for instance, the artist's right, the owner's right, personality rights or trademark rights pertaining to the persons and/or objects photographed. Without taking any responsibility, Scala mentions in its on-line database and in the images' delivery notes when artists' rights and/or museums' permissions must be cleared.



The reproduction of works of art by artists who are living or who died less than 70 years ago requires indeed the additional authorization of their creators or of their estate, which often coincides with your country's National Rights Society (DACS in the UK, ADAGP in France, VG Bildkunst in Germany, etc.). In addition to the artists, some museums or collections may impose additional charges (to be paid directly by the client or charged through Scala), or other obligations (such as complimentary copies of the book/product etc.): the calculation of such surcharges, when not deducible from the above mentioned image notes, is carried out upon request.

It is therefore the customer's responsibility that all necessary artists' rights, owners' right, model releases or consents which may be required for reproduction, are obtained. Scala's license is subject to the above rights holders' previous permission. The client shall make sure Scala is indemnified against any loss, damage, proceedings or costs where such rights, releases or consents have not been obtained.

It is agreed that Scala's pictures cannot be altered, cropped or manipulated in any way without prior written permission. The client will be deemed responsible for any moral or economic consequences deriving from any unauthorized intervention on the photographs.

10. With regard to use on CD-ROMs, DVDs or the internet, Scala grants the non-exclusive right to reproduce its images one time only and in a single electronic product at a size that must not exceed 640 x 480 pixels.

- On the webpage, the credit should read as indicated on the delivery note and wording to the following effect: "these images, protected by copyright and watermark, are for reference use only. The downloading, reproduction, copying, publication or distribution of any image that appears on this website is forbidden by law. "

- The CD-ROM or DVD must display the copyright as indicated in the delivery note and wording to the following effect: This multimedia product and its contents are protected by copyright. It is against the law to show or represent the images in public, including broadcast on television networks, the design or production of spin-offs that include the total or partial extraction of the images and the lease, hire or loan of the product." This warning should appear in a clearly legible form on the container of the disc, on the first page of the accompanying documentation and in the credits.

11. Shipping costs are at the customer's expense. If shipping fees are paid by Scala in advance, they will be billed later together with the reproduction rights.

12. The material should be sent back to Scala by registered mail at the customer's expense, and safely packaged. **If there is a delay in the return, Scala will charge 34,00 Euros plus VAT per picture for each additional three-month period.** In the case of loss of or damage to transparencies, SCALA will charge 78,00 Euros per picture, on top of the usage fee.

13. A copy of the product must be sent to SCALA Spa free of charge **as soon as it is available.**

14. **The rights of reproduction are not granted until the invoice has been paid.** Payment should be made within 30 days. If there is any delay Scala will add interest charges to the amount due.

15. The user strictly undertakes to accompany each reproduction (alongside each image, or in the colophon) with the credit «©Photo SCALA, Florence» followed by the name of other copyright holders and by the year, as exactly indicated on the delivery note.

**Omission of the credit, or an incomplete credit, will authorise Scala to charge an additional fee of 100,00 euros on top of the agreed cost of each picture.**

16. Scala reserves the right to make a minimal charge for picture research, duplication, packing and shipping to cover handling costs. This charge will not be made if the images are selected for reproduction and the royalties paid. With the exception of particularly complicated and lengthy searches, no search charge will be made for the supply of laser colour prints, or for email deliveries or downloads from the website [www.scalarchives.com](http://www.scalarchives.com) of low-resolution files for layouts, pilots or any use that is not intended for commercial reproduction.

17. Scala will respect the confidentiality of projects on which the customer is working.



18. It is recognized that the obligations arising from this contract are subject to Italian law and within the exclusive competence of the Florence law court.

**I accept the above terms and conditions, including the price list if enclosed or the price quoted. I will comply with the same terms for all my orders of Scala images.**

Date \_\_\_\_\_ Mr/Ms \_\_\_\_\_ Company \_\_\_\_\_

PRIVACY INFORMATION REPORT IN COMPLIANCE WITH DECREE LAW NO. 196 OF 30 JUNE 2003

This report is to inform you that, in compliance with the provisions of the law, any data supplied by you, or acquired through third parties, is subject to treatment in conformity with the legislation referred to above and the requirements of privacy.

The processing of such data will be carried out in a manner that guarantees its confidence and security and may be effected manually as well as by computerized means.

The supply of this data is essential. The lack of such information would in fact make impossible the initiation and/or continuation of your relations with our company as well as the discharge of contractual, administrative, fiscal and legal requirements connected with them.

The data may be shared with subsidiary, controlling or associated companies, with organizations or companies operating in the sectors of information processing, insurance, factoring and debt collection, with agents and representatives, with banking companies, auditors and consultants on legal, accounting, fiscal and contractual matters and with shipping and forwarding agencies, carriers, and agents responsible for the maintenance of software and hardware, as well as with public administrations and social security and welfare departments, with the exclusion of companies carrying out market research activities.

**The holder of the data** is the company SCALA GROUP S.p.A. with its head offices at Via Chiantigiana no. 62, Bagno a Ripoli (Florence), which you may contact in order to exert all the rights laid out in Art. 7 of Decree Law no. 196 of 30 June 2003.

