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18. Each such Digital Image created by you shall be recorded and labelled with the Image reference number used by us and our copyright credit information as an integral part of the image file, and held on an electronic database under your sole possession and control.

19. Unless otherwise agreed, any Digital Image you create must not be greater in size than 640x480 pixels, 72ppi. Any use of these Digital Images shall be in a format designed so that it will not be possible to alter, manipulate or adapt any Digital Image in any way during the normal course of using the product.

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**Miscellaneous**

21. While we take reasonable care in the performance of this agreement, we shall not be liable for any loss or damage suffered by you or by any third party arising from use or reproduction of any Image or its caption. Damages for any other breach shall be limited to the licence fee paid by you.

22. You must pay our invoice within 30 days of issue. However in the case of newspaper, periodical and broadcasting use only, if we agree in advance, you may pay by the end of the calendar month immediately following publication or use, or within six months of the issue of our invoice, whichever is sooner.

23. If you do not pay in accordance with these terms then we may at our option rescind this Agreement and recover damages, or charge interest at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 from the date payment was due until payment is made.

24. Any licence granted will terminate immediately if you (a) die, (b) enter into voluntary or compulsory liquidation; (c) have a receiver appointed; or (d) fail to perform any of your obligations under these Terms and Conditions within 28 days of our giving you notice to comply. In the event of termination, all rights granted will immediately revert to us and any further exploitation of any Image shall constitute an infringement of copyright.

25. Any publication right (as defined in the Copyright and Related Rights Regulations 1996) arising from your use of any Image shall vest in us and you hereby assign all such rights arising to us.

26. Our failure to exercise or enforce any of our rights will not be deemed to be a waiver of such rights nor bar their exercise or enforcement in future.

27. Should any disagreement arise between us, we shall, if we both agree, first try to settle it by a mediation procedure recommended by the BPLC.

28. These Terms and Conditions shall be governed by the laws of England and Wales and the parties agree to submit the jurisdiction of the English courts, such jurisdiction to be exclusive, save for infringement of copyright or non payment of our invoices where it will be non-exclusive.