



## IMAGES/VIDEOS RIGHTS DISCLAIMER 2024

This document sets out and defines the conditions of use of the Pro RTX marketing materials, logos, visual assets, technical guides, photographs and video-material, referred to as the “assets” by a user. A ‘user’ may be, but is not limited to, a wholesaler of Pro RTX or a reseller who obtained access to the Pro RTX marketing materials through a wholesaler, Pro RTX head office colleague or through access to the Pro RTX “Resource Centre” via its website – or made available by Pro RTX via any of its communications - printed, digital or via direct download from any of its websites, links, or social media accounts - for the period of January 1st 2024 to December 31st, 2024.

- The assets may only be used in their original state and shall not be modified in any way.
- The visual identities, in particular names and logos, are the ownership of their respective proprietors and are therefore protected by intellectual property rights (trademarks, copyrights, design rights etc.). These assets shall not be modified in any way.
- The uses of the assets are restricted to commercial tools in relation to the brands’ products only. The low-resolution images are intended for emails, websites and commercial offers. The high-resolution images are for catalogues, sales brochures, POS & printed cards. These images may not be used for any other purpose.
- The assets showing one or several models and the pack shots can be used Business-to-Business and Business-to-Consumer. No-use restriction applies to using any of the imagery in large-scale mass marketing campaigns; imagery is not to be used for communications via the following channels: TV, Radio, Outdoor or Consumer/Mass market print media.
- The logos shall neither be used to mark or decorate the products nor on packaging or in point-of-sale advertising. Any use of the assets beyond the aforementioned is prohibited without the prior written consent of the proprietors. The assets provided may not be assigned to any third party without prior written approval.
- By downloading the assets provided, you agree to be bound by the terms and conditions set out in this document and to be solely responsible in case of illegal use of them.
- As a user you must respect this legal framework. Due to varying restrictions across the assets, all lifestyle images and videos available for 2024 must be replaced or removed on or before the 31st of December 2024. If the imagery is used after 31st of December 2024, Livingstone International/Norty Ltd accepts no responsibility for the misuse of the assets and legal actions that may be taken as a consequence.
- Failure to comply with these obligations could give rise to legal proceedings against the user. Livingstone International/Norty Ltd shall not be held responsible for any kind of illegal use and reserve the right to put an end to any kind of use that breaches this charter.
- In case of breach by the user of these conditions, the user shall insure Livingstone International/Norty Ltd against any action initiated by third parties based on the violation of their intellectual property rights and/or their rights to their images and/or any damage that would have been caused by such a breach.

- The user agrees to fully indemnify Livingstone International/Norty Ltd for all expenses and indemnities of any kind (including all legal fees) they have to bear as a result of a breach by the user of these conditions and to provide cooperation and assistance to Livingstone International/Norty Ltd.
- The user understands that they are granted a limited non-exclusive authorisation to publish the Pro RTX marketing materials on the user's websites, apps, POS, catalogues, social media platforms and in emails in order to promote Pro RTX products and subject to compliance with the conditions mentioned in this Policy. This authorisation is limited in time to that year (as defined in this policy) and is limited to the described purposes only, and is revocable at any time - All material or intellectual property rights to the Pro RTX assets belong to Livingstone International/Norty Ltd. Livingstone International/Norty Ltd shall use its best efforts to inform its distribution partners of any change in its assets and associated rights. The user undertakes to use Pro RTX marketing materials only in their most recent forms as published by Pro RTX and communicated through links in direct emails or via the relevant Pro RTX resource centre. Therefore, the authorisation to use the Pro RTX marketing materials of a particular year is always limited to the year in question.
- Pro RTX will review its assets on a yearly basis and will upload the new assets at by the end of each year which will be made available via a dedicated link, for use by the users during the following year. Any such change (as well as changes during the year) will be communicated by Pro RTX to its Distribution partners. The user will be responsible for the timely removal of Pro RTX visuals at the end of each year and to replace these by the new Pro RTX assets. This includes use on websites (including archived or obsolete pages), folders, catalogues, apps, POS and social media platforms. In case the user does not comply with this requirement, Livingstone International/Norty Ltd shall not be held liable for any claims by third parties such as photographers or models. 2023 images and assets have been re-licensed for use in 2024. However, Livingstone International/Norty Ltd shall not be held liable for any claims by third parties such as photographers or models if the user continues using, distributing, or publishing images that fall outside of 2023 re-licensed or new 2024 photography. Therefore, all assets that have been used pre-2023, must be replaced by 31st December 2023.
- The uniformity of the image of Pro RTX intellectual property and its products is essential. Therefore, the authorisation to use any Pro RTX assets is always subject to the condition that only Pro RTX assets are used in relation to Pro RTX products. In other words, it is not permitted to mix Pro RTX assets with non Pro RTX marketing materials and/or non Pro RTX products.

## LAW AND JURISDICTION

This Policy shall be governed by and construed in accordance with the laws of England and the parties agree to submit to the exclusive jurisdiction of the English Courts as regards any claim, disputes or breaches or matters arising in relation to this Policy.

For further information, please send your request to the following address: [info@prortx.com](mailto:info@prortx.com)

