

# Terms and conditions of use of the Sodexo image library

These Terms and Conditions of use (the 'Terms and Conditions') set out the terms and conditions applicable to the use of content of the Sodexo Image library (the 'Image library') made available by Sodexo ('Sodexo').

## Acceptance of terms and conditions

By using the photographs and logos available in the Image library ('Visuals'), you are deemed to have accepted these Terms and Conditions.

Before downloading and using any Visuals, you agree to carefully read and accept these Terms and Conditions by ticking the first box "I accept" and the second box "I confirm" in the window that will open immediately before downloading commences. You must read these Terms and Conditions before downloading any Visuals. By ticking the boxes "I accept" and "I confirm", you are confirming that you have read, understood and unreservedly and unconditionally accepted these Terms and Conditions.

We reserve the right to unilaterally amend some or all of these Terms and Conditions at any time, at our sole discretion. Any such amendment will take effect and will be automatically binding on you as soon as it has been published in the Image library. You must therefore regularly read these Terms and Conditions, particularly before downloading or using any Visuals.

## Image library content

The Image library and Visuals are the exclusive property of Sodexo or third parties that may have granted a licence to us.

We reserve the right to suspend, restrict or remove access to Visuals at any time and without notice.

## Use of visuals

We authorise you to use the Visuals on a non-exclusive basis, free of charge:

- on any physical or electronic medium (in the written press or on the Internet), both locally and abroad;
- until the date indicated on the data sheet for the relevant Visual.

### **PROVIDED THAT YOU COMPLY WITH ALL OF THE FOLLOWING CONDITIONS:**

- Visuals may only be used in the press (in the written press or on the Internet) and solely to illustrate articles relating to Sodexo and our affiliates (the 'Sodexo Group'), particularly our business, financial results, organisation, employees and premises;
- Visuals must not be used under any circumstances to illustrate articles or reports that might harm the brand image or reputation of the Sodexo Group;
- Visuals must not be modified in any way or under any circumstances. For example, you are prohibited from cutting or changing the colour of Visuals. You are however authorised to reduce the size of a Visual provided that the entire Visual is reproduced and that the original proportions and resolution of the Visual remain unchanged;

- any publication containing a Visual must include the information “Sodexo Group Image library / First name and surname of the photographer as indicated on the data sheet for the relevant Visual”; and
- a copy of the publication containing the Visual must be sent within 30 days of the publication date to [contact.group@sodexo.com](mailto:contact.group@sodexo.com).

## Intellectual property

The Image library and its content, particularly the Visuals, are protected by intellectual property rights (copyright, trade marks, *etc.*) that belongs to Sodexo or third parties that have granted a licence to us.

The right to use the foregoing that is granted to you under Clause 3 above should in no way be construed as an assignment of intellectual property rights under the Visuals.

The use of Visuals in breach of these Terms and Conditions will constitute infringement that is sanctioned under the French Intellectual Property Code and you run the risk of civil and/or criminal action being brought against you. Should you have any doubt as to the scope of the authorisation to use the Visuals granted hereunder, please do not hesitate to contact us by e-mail at [contact.group@sodexo.com](mailto:contact.group@sodexo.com).

You are not permitted to use any element of the Image library other than the Visuals. The reproduction or public display of the whole or part of an element of the Image library other than the Visuals, regardless of the process or medium used, is prohibited and constitutes an infringement of intellectual property rights.

## Warranty exclusions – limitation of liability

### **Access to the Image library and use of the Visuals are made under your exclusive responsibility.**

Sodexo, our affiliates, representatives and employees will not be held liable for any damage - including direct damage- whether accidental or not, caused as a result of your use of the Image library and/or Visuals in breach of these Terms and Conditions. You agree to hold Sodexo, our affiliates, representatives and employees harmless from and against any claim made against us in connection with any use of the Image library and/or Visuals in breach of these Terms and Conditions;

We cannot in any way warrant that our server does not contain viruses. Sodexo, our affiliates, representatives and employees will not be held liable for any damage -including direct damage - whether accidental or not, caused as a result of harm to or destruction of your computer hardware by a virus after the Image library has been accessed and/or used;

We give no warranty as to the availability or smooth functioning of the Image library. Sodexo, our affiliates, representatives and employees will not be held liable for any damage - including direct damage - whether accidental or not, arising as a result of the unavailability or poor operation of the Image library.

## Governing law and jurisdiction

These Terms and Conditions are governed by French law.

The relevant courts of Paris will have jurisdiction over any dispute that arises in connection with your use of the Image library or these Terms and Conditions, even if there is more than one defendant or a third party is joined to the proceedings, including for emergency and interim proceedings brought in summary proceedings or further to a petition.