

TERMS AND CONDITIONS OF USE OF MY WEBSITE

By using this website and/or registering as a member, you indicate your acceptance of my Terms and Conditions.

Ownership of my site

All the rights on the content featured or displayed on my presentational website, including but not limited to, photographs, images, text, graphics and illustrations as well as the rights on the photographs, images and text of the photo database, are owned by Tim De Waele unless stated otherwise. All the rights on the graphics and software of the photo database are owned by Tim De Waele.

All elements of my website, including without limitations the design and the Content, are protected by industrial and intellectual property laws and international treaties.

Use of the content

Unless explicitly permitted by Tim De Waele, you may not reproduce, distribute, transmit or otherwise exploit the content or any related rights. You must abide to all other terms and conditions regarding the licensing of images. You shall indemnify Tim De Waele and licensors against any losses, expenses, costs or damages incurred as a result of your breach of the present Terms and Conditions or your unauthorized use of the content or related rights.

Disclaimers

Although Tim De Waele uses its best efforts to ensure the accuracy of the content on the site, this site may contain errors, mistakes or inaccuracies. We make no guarantees as to the accuracy, correctness or reliability of the content. Tim De Waele may change the content of this site, at any time, without prior notice.

In no event shall Tim De Waele be liable to you for any damages of any kind arising out of, or in connection with, the use of this site.

There may be links to other websites from the Tim De Waele website; however as those websites are not under the control of Tim De Waele we are not responsible for any content contained therein or any damages you may suffer in relation to your use of such websites. You hereby agree to waive any and all claims against Tim De Waele regarding the inclusion of links to outside websites or your use of those websites.

Divisibility

Should any clause of these Terms and Conditions be found unenforceable, whenever possible this will not affect any other clause and each will remain in full force and effect.

Law and Venue

These Terms and Conditions of use shall be interpreted, construed and governed by the laws of Belgium, and all disputes arising under the present shall be submitted to the jurisdiction of the courts and tribunals of the city of Gent, Belgium.

SECURITY AND PRIVACY POLICY

Tim De Waele respects your right to privacy. This privacy policy tells you about my practices with regards to any personal information we collect online.

Use of Personal Information

When you visit my website, we may require you to provide us with certain information including but not limited to, your name, address, phone number and e-mail address. This information will be used for internal purposes and for sending you updates on my latest promotions and services. Tim De Waele does not sell or lease information about its customers to third parties.

By making this information available to Tim De Waele you are agreeing to allow us to share this information with Tim De Waele' partners, subsidiaries, affiliates or any third party content provider as well as necessary payment processors.

We also reserve the right to disclose your personal information if required to do so by law or in order to comply with any legal action.

Providing information to us is always voluntary, and you are free not to complete any online forms. If you choose not to, however some products or services may not be available to you.

You may, at anytime, access, correct and update your personal information or require us to unsubscribe you from my mailing list by sending us an e-mail at info@Tim De Waele.com .

Security

Tim De Waele recognizes your concern for security and will use all reasonable efforts to establish secure connections with you and protect the security of your information during transmission by using Secure Sockets Layer (SSL) technology which encrypts information you input. However, be aware that perfect security on the Internet does not exist.

Only authorized employees have access to the databases that store user information or to the servers that host my service. While we cannot guarantee that loss, misuse or alteration of data will not occur, we make every effort (such as use of employee passwords) to prevent such unfortunate occurrences.

Use of cookies

Cookies allow Tim De Waele to make its website more useful by storing information about your preferences. For example, cookies enable this website to recognize the information you have consented to give us, such as the lightboxes you have created and to determine what areas of the website are of most interest to you. Most modern web browsers can be configured to show which cookies are saved and what they contain.

Links

Please be aware that the Tim De Waele website may contain links to other sites that are covered by their own privacy policies. Tim De Waele is not responsible for the privacy practices of such sites. We recommend that you read the privacy statements of each and every website that collects personally identifiable information.

Changes of Tim De Waele' Online Privacy Policy

Tim De Waele reserves the right to change its online privacy policy at any time but will not do so without posting the revised policy on this website.

If you have any questions about Tim De Waele' privacy policy or concerns about personal information you have supplied, please contact me at tim@tdwsport.com.

LICENSING TERMS

END-USER LICENSE AGREEMENT

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND TIM DE WAELE PERTAINING TO LICENSING REPRODUCTION RIGHTS FOR ANY IMAGE ON THIS WEBSITE. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING ANY IMAGE.

BY DOWNLOADING ANY IMAGE FROM THIS SITE YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT USE OR DOWNLOAD THE IMAGES CONTAINED IN THIS SITE.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF your EMPLOYER, THE LICENSE GRANTED AND THE RESTRICTIONS AND LIMITATIONS RECITED HEREIN SHALL APPLY TO your EMPLOYER AND TO YOU AS A REPRESENTATIVE OF YOUR EMPLOYER.

ALL THE IMAGES INCLUDED IN my WEBSITE ARE COPYRIGHTED AND ALL RIGHTS TO THESE IMAGES ARE OWNED BY Tim De Waele AND/OR ITS LICENSORS. ALL RIGHTS THAT ARE NOT SPECIFICALLY GRANTED TO YOU BY THIS AGREEMENT ARE RESERVED. your RIGHT TO USE ANY OF my IMAGES IS SUBJECT TO your FULL PAYMENT OF THE LICENSE AND THE RESTRICTIONS SET FORTH IN THIS AGREEMENT.

I. Definitions

1.1 In this agreement the following terms should have the following meanings:

Order: means the computer generated order that sets forth the reproduction rights on the image requested by

you.

Invoice: means the computer generated invoice that sets forth the reproduction rights on the image granted to you and the corresponding license fee.

Reproduction: means any form of copying or publication of the whole or part of any image by any means whatsoever. Reproduction shall also include any distortion or manipulation of the whole or part of an image.

II. Copyright

All images are copyrighted. Tim De Waele and its licensors own all intellectual and material rights to the images. No ownership or copyright in any image shall pass to you by electronic transmission of an image or by the issue of an invoice with respect to the image. The following credit line is required for any editorial use of an image: "Tim De Waele/Name of the Photographer."

III. Restrictions on use

3.1 The rights hereby granted to you are non-transferable which means that any work that you produce using an image must be for your own use, or for the use of your direct employer, client or customer, who must be the end-user of your work. You may not sublicense, sell, loan or otherwise transfer to anyone any image or the right to reproduce the image unless stated otherwise on the invoice. Nothing you produce shall grant, or purport to grant, to any third party a right to use or reproduce the images in any form. You hereby agree to take all commercially reasonable steps to prevent third parties from duplicating or distributing the images.

3.2 Unless otherwise specified on the invoice, images are licensed on a non-exclusive basis and are strictly limited to the use, medium, period of time, print run, placement, size of image, territory and any other restrictions specified on the invoice, which is incorporated into this agreement by this reference, and as incorporated together with this agreement, constitutes the full license granted. No secondary advertising, cable or commercial rights whatsoever are granted or implied unless specifically stated on the invoice.

3.3 All rights not specifically granted to you by this agreement are reserved. Your right to reproduce an image is subject to the restrictions set forth in this agreement and is conditioned upon your full payment of the license fee prior to your reproduction of the image.

3.4 Fees for your license of an image depend on the nature of the rights granted. You agree to notify Tim De Waele in the event that you desire to expand the usage of any image and agree to pay any additional license fee required.

3.5 Use of an image in a manner not specifically authorized by Tim De Waele constitutes copyright infringement.

3.6 Tim De Waele reserves the right not to license an image for any reason whatsoever.

3.7 You may only use a single copy of the image on a single computer. You may only download the image onto one (1) computer hard drive or other computer medium and may not otherwise make, use or distribute copies of the image for any other purpose.

3.8 Upon the completion of the licensed use you shall erase or destroy all reproducible copies of the image.

3.9 Even though Tim De Waele makes all reasonable efforts to accurately caption the subject matter of each image, Tim De Waele does not warrant that such information is accurate. You are responsible for the verification of all information appearing in the license.

IV. Model Releases

4.1 Unless expressly stated by Tim De Waele in the caption of the image, no valid model release or other release exists for any image.

4.2 In the event that Tim De Waele erroneously advises you that an image is released when it is not, Tim De Waele' sole liability shall be the amount paid for the license.

4.3 Tim De Waele gives no rights on or warranties with respect to the use of names, trademarks, logos, registered or copyrighted designs or works of art depicted in any image. You must satisfy yourself that all necessary rights, consents or permissions as may be required for reproduction are obtained from the appropriate party.

4.4 You agree to indemnify and hold harmless Tim De Waele against all claims arising out of the use of any

image where the validity and existence of any release (i.e. : model or property releases, use of trademarks, logos etc.) has not been expressly acknowledged in writing by Tim De Waele.

V. Unauthorized uses

5.1 You may not use the images for any form of pornography, or in a defamatory, fraudulent, infringing, or other illegal manner. Advance written permission is required for use of images for sensitive subjects including, but not limited to, matters of sexual nature, substance abuse, physical or mental abuse, alcohol, tobacco, AIDS, cancer or other serious physical or mental ailments or the disparagement of a person or product.

5.2 You may not use an image in any manner not specifically authorized in the invoice.

5.3 You may not use an image on any image storage jukebox, network configuration or similar computer network arrangement.

5.4 You agree to indemnify and hold Tim De Waele harmless against any claim for damages, losses or any costs, including reasonable attorney fees, arising in any manner whatsoever from the unauthorized use of any image or from the breach of any of the terms of this agreement.

5.5 Any failure by you to pay any amount when due, or any use by you of an image beyond the scope of the license set forth on the invoice, shall be a material breach of this agreement.

VI. Payment

A finance charge of 5% per month or such lesser sum as is allowed under law will be applied on any unpaid balance after the due date for payment stipulated on the invoice. Any bill, which has not been contested by the due date, is considered as accepted.

VII. Credit or cancellatio

7.1 All complaints must be submitted to Tim De Waele in writing within seven days following the delivery or electronic transmission of images. In the absence of remarks made by the client within this period, the client agrees to the quantity, technical characteristics and content of the images

7.2 If any licensed image is not reproduced by you in any way, you can, within 30 days of the date of the invoice, request in writing, the cancellation of the license, Tim De Waele may then proceed to cancel the invoice

7.3 After 30 days, no cancellations will be accepted and the full amount invoiced shall be due.

VIII. Divisibility

Should any clause of these Terms and Conditions be found unenforceable, whenever possible this will not affect any other clause and each will remain in full force and effect.

IX. Law and Venue

These Terms and Conditions of use shall be interpreted, construed and governed by the laws of Belgium, and all disputes arising under the present shall be submitted to the jurisdiction of the courts and tribunals of the city of Gent, Belgium. In the case of litigation with a consumer as per the law of July 14, 1991, litigations will be brought before a judge competent by virtue of article 624 of the Belgian Judicial Code.

Tim De Waele reserves the right to change these Terms and Conditions of Use at any time without notice.