

# BBC Photo Archive Terms of Use

## A few rules for you

BBC Photo Archive gives you access to BBC copyright images available to license for editorial use in digital and print media. Here are a few rules to stick to. If you don't, we'll stop your access.

1. **Access to BBC Photo Archive:** Don't share or let others use your access to BBC Photo Archive. We may track your access and use of BBC Photo Archive and keep records of what you search and download. We'll do this to check that you're sticking to these Terms of Use.
2. **Fees:** pay the fees that are due and keep your BBC Photo Archive account and your business contact details accurate and up to date. The fee is exclusive of VAT and is non-refundable. You must pay separately any fees for third party rights to the third party rights owners.
3. **Permitted Use:** use the BBC content only as set out in the Sales Order, which forms part of these Terms of Use. The Terms of Use don't allow you to copy, distribute, sell, loan or transfer the content to another party, at any time.
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5. **Copyright and Third Party Rights:** You are responsible for getting permission from third party rights owners (including permission to use their personal data) and for making payment for that permission and if you will provide evidence that you've got it. The BBC does not transfer ownership of any rights to you.
6. **Personal Data:** if there's personal data in our content, the BBC is the data controller of it, and you are the data processor of it, and you must use the personal data only for the purposes and duration of the rights granted to you and in accordance with the Data Protection Act 2018, where applicable the General Data Protection Regulation (EU) 2016/679), and/or the EU GDPR as amended and enacted by the United Kingdom ("UK GDPR"), the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any other applicable data protection law and guidance. The BBC, as data controller, is also responsible for handling personal data you provide in accordance with data protection law. We do this on the basis that the BBC has a legitimate interest in using your personal data for journalistic, artistic and literary purposes, and in the public interest. For information on data protection, see the Information Commissioner's website: <https://ico.org.uk/>.
7. **Use of content:** You are not allowed to share or distribute the content and cannot use it to perform text and data mining, computational analysis or to

9. **Credits:** where the copyright in the content is owned by the BBC, you must use the credit "© BBC Photo Archive." You are not permitted to use the BBC's logos or trade marks.
10. **Copy:** if requested by the BBC, you must provide one copy of the publication to the BBC for its archive. You must provide the URL address for all websites where the content is displayed, and you must notify the BBC of all URL address changes.
11. **Warranty:** you warrant that you will only use BBC content in accordance with the rights granted to you in the Sales Order and clauses 3 and 4 of these Terms of Use.
12. **Liability and indemnity:** you indemnify and defend the BBC against all costs and expenses (including legal costs), losses and liabilities brought against or incurred because of: your use of the content, your negligence or wilful default, or any third party claims coming from your use of the content.
13. You must delete the BBC content from your devices and systems, and personal data that you've exported (at your expense), once the rights granted to you as set out in the Sales Order have