

Avtex Website Use & Brand Guidelines Terms & Conditions

If you use any Avtex trade marks, trade names, logos or product images from this or other websites ("Avtex Brand Assets") you agree to be bound by the following terms and conditions. These terms will take precedence over other agreements between us.

You are granted a limited, non-exclusive, revocable, non-sublicensable and non-transferable license to use Avtex Brand Assets in accordance with these Terms.

You shall not attempt to register the Avtex Brand Assets or other names similar to the Avtex Brand Assets nor logos, marks, or materials (including domain names) that are confusingly similar in any way (including but not limited to, sound, appearance and spelling) to any Avtex Brand Assets.

The Avtex Brand Assets are provided "as is" and Avtex accepts no responsibility for nor shall be liable to You under any theory of liability for any direct, indirect, incidental, special, consequential, punitive, exemplary or other damages arising out of the Avtex Brand Assets or Your use of them.

In jurisdictions that exclude or limit such limitations interpretation of the limitation shall be permitted to the fullest extent of the law in that jurisdiction. You shall not become entitled to any right, title or interest in or to the Avtex Brand Assets.

Using Avtex Brand Assets in marketing or advertising

All of Your uses of the Avtex Brand Assets in any of Your marketing, advertising, content, or other material are subject to Avtex's approval prior to use. Approval for such uses must be submitted to marketing@avtex.co.uk and we will endeavour to respond within 5 working days.

If Avtex fails to respond this does not amount to an approval and approval of one of your materials does not permit you to use that approval for other materials.

Any approval of your materials does not mean that the materials comply with applicable laws, rules or regulations and you must seek your own separate legal or other professional advice as to the compliance of your materials.

All uses of the Avtex Brand Assets must conform to the Avtex Brand Guidelines Without any modification. Do not remove, distort or alter any element of the Avtex Brand Assets or change any colours. Do not shorten, abbreviate, or create acronyms out of the Avtex Brand Assets.

No Incorporation. Do not incorporate Avtex Brand Assets into Your own product name, service names, trademarks, logos, company names, domain names, website titles, publication titles, or the like, unless expressly permitted by Avtex.

No confusingly similar marks. Do not use the Avtex Brand Assets, including any Avtex trademark, in a manner that might create confusion about the ownership of the Avtex Brand Assets.

No confusing source. Do not use the Avtex Brand Assets, including any Avtex trademark, in a manner that implies that Avtex is the source of Your products or service, or that otherwise might create confusion about the source of the Avtex Brand Assets.

Domain names. Do not register the Avtex Brand Assets, including any Avtex trademark, as domain names or as any part of a domain name.

Trade dress. Do not copy or imitate Avtex's website design, typefaces, distinctive colour, style, graphic designs, or imagery.

Endorsement. Do not display the Avtex Brand Assets in any manner that (i) overstates Your relationship with Avtex; (ii) implies that You have a relationship or affiliation with Avtex; (iii) implies You sponsored or endorsed by Avtex; or (iv) represents the views or opinions of Avtex or Avtex personnel unless You have prior written permission from Avtex to do so.

Violation of Law. Do not display the Avtex Brand Assets on any website that contains, displays, or promotes pornography or like adult content, or gambling, the sale of tobacco or alcohol.

Objectionable Use. Do not display the Avtex Brand Assets in a manner that is misleading, unfair, defamatory, infringing, libelous, disparaging, obscene, or otherwise objectionable to Avtex.

Broadcast. The Avtex Brand Assets may not be used in television, film, video in digital broadcast or online format without Avtex's prior written permission. Please submit Request for Approval to use the Avtex Brand Assets in this manner to marketing@avtex.co.uk

Book or Other Publication Titles. The Avtex Brand Assets may not be displayed in titles of publications, including books, without Avtex's prior written permission. Please submit a Request for Approval to use the Avtex Brand Assets in this manner.

Avtex's Rights

Avtex will interpret Your compliance with these Terms in its sole discretion. Avtex may modify or terminate Your permission to display or use the Avtex Brand Assets at any time. Avtex may take action against any use of the Avtex Brand Assets that does not comply with these terms or written permission from Avtex, infringes any Avtex owned or licensed intellectual property or other right, or violates applicable law.

General Provisions

You may not assign Your rights or delegate Your obligations under these Terms without Avtex's prior written consent. These Terms do not create any rights in any third party. These Terms will be governed and construed in accordance with the laws of in England & Wales but nothing in these terms will restrict Avtex from initiating legal proceedings in any other jurisdiction.

Neither party shall be deemed to be an employee, agent, partner, or legal representative of the other.

Avtex's waiver of breach of any provision of these Terms shall not be deemed to be a waiver of the Terms themselves. If any provision of these Terms is held by a court of competent jurisdiction to be illegal, void, or unenforceable, such provision shall be changed and interpreted so as best to accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms shall remain in full force and effect.

Avtex Materials License Agreement

By downloading or otherwise receiving from Avtex the Avtex artwork, images, graphics, photographs, clips, video, audio, text, title art, or other content made available you ("You") agree to be bound by the following terms and conditions (the "Agreement"). You agree to comply with these Terms and Conditions. So long as You do so, and provided Avtex hereby grants to You, a non-exclusive, non-transferable, non-assignable, royalty-free, revocable license to use the materials solely as approved by Avtex for the promotion of Avtex or its products, including in Your promotional materials and any cobranded promotional advertising.

The Avtex Brand Assets are owned by Avtex and are rights protectable as intellectual property or otherwise. The Avtex Brand Assets and all uses of them shall at all times be and remain the exclusive property of Avtex. You shall not use the Avtex Materials in any manner that is objectionable to Avtex, at Avtex's sole discretion. Avtex reserves the right in its sole discretion to terminate or modify Your permission to use the Avtex Brand Assets and take action against any use that does not conform to the terms of this Agreement, infringes any Avtex intellectual property or other right, or violates applicable law.

Except as expressly set forth in this agreement, no rights (either by implication, estoppel, or otherwise) are granted to You. Your use of the Avtex Brand Assets will inure to the benefit of Avtex.

All of Your uses of the Avtex Materials in any of Your marketing, advertising, content, or other material ("Your Materials") are subject to Avtex's approval prior to use. Approval for such uses must be submitted via a request for approval to marketing@avtex.co.uk.

By downloading the Avtex Brand Assets You represent and warrant that You have the power and authority to enter into this Agreement, bind your organisation and to perform any obligations hereunder and that this Agreement shall constitute valid and binding obligations of You enforceable in accordance with its terms.

You hereby agree to indemnify, hold harmless, and defend Avtex, its parent, subsidiary, and affiliated companies, and each of their respective members, officers, directors, agents, employees, successors, and assigns from and against any and all claims, demands, losses, suits, actions, judgments, costs, and expenses (including, without limitation, reasonable legal fees) arising out of or in connection with Your use of the Avtex Brand Assets and/or any breach or alleged breach by You of any of the representations, warranties, and/or agreements made by You in this agreement.

You hereby acknowledge and agree that Your rights and remedies in connection with this Agreement or otherwise, shall be limited to the right, if any, to seek damages at law, and You shall have no right in any event (and do hereby waive all such rights, if any) to seek to enjoin or restrain the production, marketing, advertising, distribution or exhibition of any Avtex products.

Access and use of the retailer hub, the website and Avtex Brand Assets is granted conditional upon Your agreement to the terms set out in this agreement as if You have signed Your Agreement.