

RMT Motorcycle Training

Product terms and conditions

These terms (“Terms”) govern the submitter’s (“Licensor”) irrevocable grant to RMT Motorcycle Training (RMT), its successors, affiliates, licensees and assigns (collectively, “RMT”) of the Licensed Rights (defined below) with respect to all or any part of the work(s) submitted by Licensor to RMT.

Including without limitation all intellectual property, images, identifiable characters and/or individuals, music, sounds, signage, statements, diagrams, videos or other trademarks and logos, and all other rights depicted or contained therein (the “Images”).

Licensed Rights

Licensor grants RMT the exclusive, unlimited right to use, refrain from using, change, alter, edit, modify, add to, subtract from and rearrange the Images and to exhibit, distribute, broadcast, reproduce, license others to reproduce and distribute, advertise, promote, publish and otherwise exploit the Images by any and all methods or means, whether now known or hereafter devised, in any manner and in any and all media throughout the world, in perpetuity, for any purpose whatsoever as RMT in its sole discretion may determine (the “Licensed Rights”), including for the purpose of marketing, advertising, and promotion.

Licensor furthermore does hereby irrevocably appoint RMT as its attorney-in-fact to take any such action as may from time to time be necessary to effect, transfer, or assign the rights granted to RMT herein, including without limitation copyright-related actions, and assigns to RMT the right to prosecute any and all claims from the past, present, and future use of the Images by unauthorised third parties.

Consideration

In full and complete consideration to Licensor for all of the Licensed Rights granted to RMT hereunder, RMT shall consider the Images, diagrams and videos for inclusion in RMT compilations and other RMT original productions.

Licensor Representations and Warranties

(a) Owner of Rights

Licensor has the sole, exclusive and unencumbered ownership of all rights of every kind and character throughout the universe in and to the Licensed Rights and has clear title to the material upon which the Images are based.

Licensor has the absolute right to grant to RMT, all rights, licenses and privileges granted to, or vested in RMT under these Terms.

Licensor has not authorised and will not authorise any other party to exercise any right or take any action that impairs the rights herein granted to RMT.

(b) Rights Are Clear

Licensor has obtained all clearances and paid all monies necessary for RMT to exercise its exclusive rights hereunder and there will not be any other rights to be cleared or any payments required to be made by RMT as a result of any use of the Images, diagrams and videos pursuant to the rights and licenses herein granted (including without limitation, payments in connection with contingent participations, residuals, clearance rights, moral rights, union fees, and music rights).

Licensor has not previously entered into any other agreement in connection with the Images. All of the individuals and entities connected with the production of the Images, and all of the individuals and entities whose names, voices, photographs, likenesses, appearance, works, services and other materials appear or have been used in the Images, have authorised and approved Licensor's use thereof, and RMT shall have the right to use all names, voices, photographs, likenesses, appearance and performances contained in the Images in connection with the exploitation, promotion, and use of the Licensed Rights.

It is expressly understood that RMT has not assumed any obligations under any contracts entered into by Licensor.

(c) No Infringement

No part of the Images, any materials contained therein, or the exercise by RMT of the Licensed Rights violates or will violate, or infringes or will infringe, any trademark, trade name, contract, agreement, copyright (whether common law or statutory), patent, literary, artistic, music, dramatic, personal, private, civil, property, privacy or publicity right or "moral rights", anticipated, or threatened claims or litigation that would adversely affect or impair any of the Licensed Rights.

Termination

Licensor may seek to terminate its agreement to these Terms at any time; however, these Terms shall only be terminable upon the mutual agreement of the parties, the consent of which may be granted or denied in RMT's sole discretion. No termination shall impact any prior license of the Images by RMT prior to termination, which shall continue in full effect under these Terms.

Release and Indemnity

Licensor hereby agrees to indemnify, release and hold harmless RMT, its successors, licensees, sub distributors and assigns, and the directors, officers, employees, representatives and agents of each of the foregoing, from any and all claims, demands, causes of action, damages, judgments, liabilities, losses, costs, expenses, and attorney's fees arising out of or resulting from (i) any breach by Licensor of any warranty, representation or any other provision of these Terms, and/or (ii) any claims of or respecting slander, libel, defamation, invasion of privacy or right of publicity, false light, infringement of copyright or trademark, or violations of any other rights arising out of or relating to any use by RMT of the rights granted under this these Terms.

Licensor acknowledges that RMT is relying on the representations made by Licensor in accordance with these Terms and a breach by Licensor would cause RMT irrevocable injury and damage that cannot be adequately compensated by damages in an action at law and Licensor therefore expressly agrees that, without limiting RMT's remedies, RMT shall be entitled to injunctive and other equitable relief.

Publicity/Confidentiality

Licensor shall not release, disseminate, issue, authorize or cause the release, dissemination or issuance of any publicity or information concerning the Licensed Rights, RMT, or these Terms without RMT's prior specific written consent (including, without limitation, posting, participating or engaging in social media discussions, news stories, blogs, reports or responses thereto), and Licensor shall direct all licensing or other inquiries relating to the Images solely to RMT.

Licensor acknowledges that these Terms are confidential in nature and agrees not to disclose the content or substance thereof to any third parties' other than: (i) Licensor's respective attorneys and accountants, and/or (ii) as may be reasonably required in order to comply with any obligations imposed by these Terms, or any statute, ordinance, rule, regulation, other law, or court order.

Miscellaneous

Licensor acknowledges and warrants that its agreement to these Terms has not been induced by any representation or assurance not contained herein. These Terms supersede and replace all prior agreements, negotiations or understandings in connection with the Licensed Rights, including without limitation any simplified explanation of the terms herein, and in the event there are any inconsistencies between this English-language contract and any translations of terms and conditions, the English-language version shall prevail.

These Terms contain the entire understanding of the parties and shall not be modified or amended except by a written document executed by both parties. If any provision of these Terms is found to be unlawful or unenforceable, such provision

shall be limited only to the extent necessary, with all other provisions of these Terms remaining in effect.

The waiver by either party or consent to a breach of any provision of these Terms by the other party shall not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach by the other party.

RMT shall have the right to assign freely the Images, the Licensed Rights and/or any of RMT's other rights hereunder to any person or entity (by operation of law or otherwise). Licensor may not assign its rights hereunder.

Choice of Law/Dispute Resolution

These terms and conditions shall be governed by and construed in accordance with English law. Any disputes relating to these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of England.

The rights and obligations of the parties hereunder shall be governed by and construed in accordance with English law, without regard to the conflicts of law principles thereof.

The parties agree to the personal jurisdiction by and venue in England, and waive any objection to such jurisdiction or venue irrespective of the fact that a party may not be a resident of England.

Except for RMT's equitable rights as set forth in these terms, the parties hereby agree to submit any disputes or controversies arising from, relating to or in connection with these terms or the parties' respective obligations in connection of authors" or any other right of any person or entity, and shall not give rise to a claim of slander or libel.

In the event of any dispute, Licensor shall not be entitled to, and does hereby waive all right to, any equitable relief whatsoever, including the right to rescind its agreement to these Terms, to rescind any rights granted hereunder, or to enjoin, restrain or interfere in any manner with the marketing, advertisement, distribution or exploitation of the Licensed Rights.

All rights to recover consequential, incidental and/or punitive damages are waived by Licensor.

Terms & Conditions

Licensor may be required to agree to additional terms and conditions displayed on the RMT website at www.rmtnet.co.uk or any other RMT owned or affiliated websites, which will be incorporated herein by reference and subject to change.