



Terms of Use for PICSEL-ID

1. Introduction

These terms (the **PICSEL-ID Terms**, or "**these Terms**") apply to the service provided under the name PICSEL-ID (the "**Service**", or "**PICSEL-ID**", respectively). These terms apply together with the terms of use applicable to the website held under the domain name www.picssel.org.uk owned and operated by PICSEL Limited ("**PICSEL**"), a company limited by guarantee registered in England under number 09899186 (the "**Website**"). If there is a conflict between any provision of the Website terms of use and the PICSEL-ID Terms, the PICSEL-ID Terms will prevail over the conflicting part of the Terms of Use.

For the purposes of the PICSEL-ID Terms, "us," "we," and "our" refer to PICSEL, while "you" and "your" refer to users of the Service in any capacity.

Please read these Terms carefully before accessing or using PICSEL-ID. By accessing or using the Service (or any content, product, service or feature available in connection with PICSEL-ID) through the Website(s) or a related mobile application, you agree to abide by and be bound by these Terms (as may be amended by us from time to time), and any and all other terms and restrictions provided in relation to the Service or any feature of it. If you do not agree to these Terms and other terms communicated to you, do not use the Service.

If you have any questions, please contact us at info@picssel.org.uk or help@picssel-id.com.

2. Purpose of PICSEL-ID and Permitted Uses

PICSEL-ID is an innovative image indexing and visual search engine powered by Reverse Image Search (RIS) technology. By using the Service:

- Rights-holders can index millions of references to images.
- Users can identify images using a fingerprinting system and connect with rightful owners.
- Users can search for images by uploading individual photos, edited or modified versions, or even compilations such as PDFs or montages.
- Creators and buyers can streamline image licensing.

3. Prohibited Uses

You may not use PICSEL-ID, any aspect of the underlying technology, or any of the Content made available to be indexed by PICSEL-ID ("**Content**") for purposes outside the intended scope as set out in clause 2. Without limiting the generality of the preceding term, you are prohibited from:

A. Automated Content Extraction:

- Downloading, copying, re-transmitting, or extracting PICSEL-ID or the Content without prior written permission.
- Using bots, spiders, crawlers, scrapers, or other automated tools to extract data or metadata, train machine learning models, or develop competing products or services.

B. Manipulation and Interference:

- Framing or mirroring the Service.
- Circumventing, disabling, or interfering with security measures or the Service's functionality.
- Reverse-engineering, altering, or modifying the Service or the Content.

C. Unauthorised Actions:

- Selling, licensing, or commercialising the Service or the Content without prior written authorisation.
- Registering others for the Service without their explicit consent.
- Copying or using the visual "look and feel" of the Service.
- You may not use the Service or the Content for machine learning, AI training, or derivative works without written authorisation.

D. Breach of law

- Using the Service or the Content in a manner which may constitute a breach of any applicable law including, without limitation, copyright, trade mark and privacy law.

The restrictions on use included in this clause 3 apply to the Service and Content as a whole or any of their respective part.

4. Your Obligations

A. Sign up

To sign up for PICSEL-ID please contact info@picsel.org.uk or help@picsel-id.com and you will be guided through the sign-up process. Please note that all persons wishing to access the Service for indexing must be verified by us prior to access being granted. If applicable pursuant to sub-clause C below, you will be required to pay the relevant charge in a manner notified to you when signing up for the Service. PICSEL reserves the right to refuse access to the Service at its discretion if it has concerns as to the identity of person wishing to sign up, or their ability or intention to comply with these Terms.

B. Content

PICSEL-ID enables rights-holders to index image references and users to search for images via a proprietary fingerprinting system. It is the sole responsibility of the user to ensure that the Content uploaded by you has been obtained lawfully, with all the necessary permissions and is free from errors, viruses and malware. The Content must not be indecent, harmful or defamatory. The Content must be in a valid file format such as jpeg, tif, webp or png, with resolution not smaller than 640px. You may not index Content if the Service has reached capacity as described in clause 7.

C. Charges

The applicable Charges are specified here <https://picsel.org.uk/home/picsel-id/#Charges>

5. Changes to These Terms

We reserve the right to amend or replace these Terms of Use from time to time. It is your responsibility to check this page periodically for updates. Your continued use of PICSEL-ID after changes to these Terms constitutes acceptance of the new terms.

6. Indemnity and Disclaimer of Warranties

A. Indemnity

You agree to indemnify, defend, and hold harmless PICSEL, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, or expenses, including legal fees, arising out of or in connection with:

- Your breach of these Terms.
- Any unauthorised or improper use of the Service or its Content.

B. Disclaimers and Limitations

PICSEL-ID provides the Service on an "as-is" and "as-available" basis, without any warranty of any kind, express or implied. Specifically:

- i. **Image and Delivery: PICSEL-ID** does not store, deliver, or act as a storage vehicle for any resolution of an image. The Service solely indexes image references for identification and visual search purposes.
- ii. **Service Interruptions:** PICSEL-ID does not guarantee uninterrupted availability of the Service and disclaims any liability for issues caused by interruptions errors, or downtime.
- iii. **Search Results:** PICSEL-ID does not warrant that any image search will yield accurate, complete, or relevant results and is not liable for null or incorrect search results.
- iv. **Misuse of Content:** PICSEL-ID assumes no responsibility for misuse of indexed images or unauthorised actions by third parties accessing the Service.
- v. **No legal advice:** PICSEL-ID facilitates connections between users and rightful owners for potential licensing but does not warrant the success or legal enforceability of any such arrangements.

7. Termination

- A. PICSEL may terminate your access to the Services with immediate effect if, in its reasonable opinion, you have misused the Service or are in breach of any of these Terms. Termination is without prejudice to any other rights PICSEL may have under this agreement or in law.
- B. PICSEL may pause temporarily your access to the Services with immediate effect if the Service operationally requires to do so. Service will be restored at the earliest

possible time. In such an event, PICSEL will bear no liability for any loss resulting from the failure to access to the Services

- C. You may terminate your subscription to the Service at any time by giving PICSEL a 30 day's written notice. Fees paid in advance of the termination are not refundable.

8. Governing Law and Jurisdiction

These Terms are governed by the laws of England and Wales. Any disputes will be subject to the jurisdiction of English courts. However, we reserve the right to bring proceedings in your country of residence.

9. Intellectual Property

As between the parties, all intellectual property rights in PICSEL-ID the Service is owned by PICSEL, and the Content is owned by the respective copyright owners.

10. Linking Policy

You may establish a link to the Service homepage solely in a manner that is fair, lawful, and does not in any way diminish or harm PICSEL's reputation or interests. Under no circumstances may such link be constructed to suggest, whether expressly or impliedly, any sponsorship, approval, or association with PICSEL without PICSEL's prior written consent.