

## Terms for Seller

### 1 Introduction

- 1.1 img media AB, company reg. no. 556764-9826, ("**IMGhouse**") is the owner of the website, www.imghouse.com, as well as its sister sites, such as for example www.imghouse.se (collectively known as the "**Website**"), on which registered users ("**Members**") may meet and request and/or upload images. The term images ("**image/s**") covers all the different types of media data for example photographs, illustrations and graphics that are made available on the Website for trade.
- 1.2 The terms and conditions for the license to use an image are set out by the Members in a license agreement. IMGhouse is solely a transaction party and never a part of the license agreement between the Members.
- 1.3 These Terms for Seller governs the relationship between IMGhouse and the Member who will upload/uploads an image to be licensed ("**Seller**"). The Member/licensee of the image is hereinafter referred to as ("**Buyer**").
- 1.4 The Seller is a Member of this Website and is bound by the Terms of Membership. By using and uploading an image on the Website the Seller is being bound to these Terms for Seller. In the event of conflict between the Terms of Membership and these Terms for Seller the Terms of Membership shall prevail.

### 2 The Seller's obligations

- 2.1 The Seller guarantees that the Seller is the owner of the uploaded image or has a written authorisation from the copyright holder to use the image in such way. If an image is no longer under copyright law, the Seller must be able to verify that the image is not copyrighted upon request by IMGhouse.
- 2.2 The Seller is responsible for the quantity, quality, legality or other characteristics of the images that are uploaded on the Website.
- 2.3 The Seller is responsible for paying compensation or damages or reduction of price to the Buyer because of inaccurate information, error or lack of the image, late or failure to deliver the image, or other reasons relating to the license of an image between the Seller and the Buyer on the Website. IMGhouse has no obligation to be involved in any dispute resolution between the Seller and the Buyer.
- 2.4 Notwithstanding the conditions set out under Article 2.3 above, if IMGhouse is found to be liable to pay compensation or damages to the Buyer or a third party, the Seller shall compensate IMGhouse to the full extent.
- 2.5 If the Seller uploads an image that contains identifiable person or persons and states that a "Model Release" exists, the Seller guarantees that there exists a written and signed "Model Release" where the identifiable person or persons gives its/their consent for the image to be commercially used and sold.
- 2.6 The Seller guarantees that the Seller will not withdraw an image which has been uploaded for sale.

**2.7** The Seller undertakes not to outside the Website make any kind of arrangements or agreements with the Buyer regarding the licensing of requested and/or uploaded images on the Website. Any such attempt is an abuse of the Seller's relationship with IMGhouse and a breach of the Terms for Seller. IMGhouse shall be compensated by the Seller for any injury suffered from such a breach.

### **3 The Relationship between IMGhouse and the Seller**

**3.1** The Seller and the Buyer will set out the terms and conditions for the use of the image in a license agreement whereby the Seller grants a right and license to the Buyer to use the image on the specified terms and conditions agreed upon. Thus, IMGhouse is never a part of the license agreement and has therefore neither control of the images involved, nor the conditions of the license agreement.

**3.2** The Seller authorises IMGhouse to receive payment of the license fee from the Buyer.

**3.3** IMGhouse is entitled to a commission on all the license agreements relating to images uploaded by the Seller on the Website.

**3.4** The commission will be calculated on the license fee defined in the license agreement between the Seller and the Buyer for the agreed image. The commission rates to be applied are set out in the Membership info. <http://www.imghouse.se/membershipinfo.xhtml>. A commission of minimum US\$ 20 excluded VAT will always be charged.

**3.5** The Seller will be paid thirty (30) days after the date of which the license was granted to the Buyer, but not earlier than thirty (30) days after IMGhouse has received the license fee from the Buyer. IMGhouse will withdraw the commission and transfer the rest of the license fee to the Seller's membership account. The payment shall be made to the Seller's bank account or PayPal account. IMGhouse shall not be liable to compensate the Seller if the Buyer fails to pay the license fee or part thereof.

**3.6** IMGhouse will have the right to keep all the high resolution and non high resolution Images without limitation in time. The Images may be sold to other than the request's Buyer. The high resolution images may be deleted from the server by IMGhouse upon receiving a written request from the Member regarding this at the earliest one (1) month after the date of which the license was granted or when the image no longer is up to sale after the closed request period for the request originator, the Buyer. The Images may be deleted by IMGhouse after the closed request period. IMGhouse reserves the right to use the non high resolution and high resolution images free of charge in the marketing of the Website worldwide. When using high resolution images for the purposes of marketing as mentioned above it is IMGhouse's policy to obtain the consent of the Member prior to using the image.

### **4 Disclaimer**

**4.1** IMGhouse is merely a transaction party and not a part of the license agreement between the Seller and the Buyer. IMGhouse has not the possibility to control the images that are being uploaded on the Website. Thus, IMGhouse can neither be held responsible for the quantity, quality, legality or other characteristics of the images that are uploaded on the Website nor the use of them.

**4.2** IMGhouse is taking all appropriate security measures to protect against unauthorized access to or unauthorized alteration of the Website. IMGhouse shall not be liable for any

loss or damages resulting from such unauthorized access or unauthorized alteration of the Website.

- 4.3** IMGhouse will use all reasonable efforts to maintain the Website in use at all times. The Website may however be temporarily unavailable from time to time, due to maintenance, system failure or other reasons. IMGhouse shall not be liable for any loss or damages resulting from such maintenance, systems failure or other reasons. Furthermore, the Member uses the Website on its own risk and IMGhouse shall under no circumstances be liable for any loss or damages resulting from the Member's use of the Website.
- 4.4** Notwithstanding the above, If IMGhouse should be held liable to pay compensation/damages to the Seller or a third party in any respect due to the Seller's use of the Website IMGhouse's liability to pay such compensation/damages shall never exceed US\$ 500.

## **5 Payment**

- 5.1** The Seller agrees to IMGhouse's invoicing procedure (self billing), which means that IMGhouse will issue the invoice on behalf of the Seller. The Seller is responsible for that the invoice is accurate and undertakes to immediately notify IMGhouse if the invoice is inaccurate.
- 5.2** The Seller is liable for and shall pay all relevant taxes relating to the transactions made by the Seller and the Buyer on the Website.
- 5.3** The Seller accepts that the invoice will be sent digitally to the Seller's membership account.

## **6 Dispute Resolution and Governing Law**

These Terms for Seller shall be subject to Swedish law. Any disputes with relation to these Terms for Seller shall be finally settled by competent Swedish Courts.