

Terms of Membership

1 Welcome to IMGhouse!

- 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 of Membership regulates the relationship between IMGhouse and the Members.
- 1.4 The use of the Website is subject to the following terms and conditions which you should read carefully. Your acceptance of these terms and conditions is an absolute condition for becoming a Member of the Website. You must be at least 18 years of age to register as a Member. Minors can become a Member only by having their parent's or legal guardian's consent to register as a member.

2 Membership

- 2.1 IMGhouse offers different types of memberships. For further information of the terms for the different types of memberships, see <http://www.imghouse.se/membershipinfo.xhtml>.
- 2.2 The Member undertakes to provide IMGhouse with accurate, complete and current registration information at the time for the registration. The Member undertakes to update and correct the information to ensure that the information is being accurate and complete at all times.
- 2.3 When the Member accepts the Terms of Membership, the Member will be provided with a membership and a membership account.
- 2.4 The Member is responsible for keeping the password secure and confidential. The Member is solely responsible to IMGhouse for all activities that occur under the Member's membership account.
- 2.5 If a Premium Member does not pay the annual membership fee on due date, the membership immediately will be transformed into a Freemium membership. The conditions for the Freemium membership will be applied for all the transactions made in the future. In the case of an ongoing transaction, the membership at the time for the request of an image will apply for the Buyer (i.e. the licensee of the image) and the membership at the time for the uploading of the image will apply for the Seller (i.e. the licensor of the image).
- 2.6 IMGhouse reserves the right to make changes or replace the Terms of Membership at any time. If IMGhouse make such changes, the Member will be notified by a prominent notice on the Website. If the terms and conditions are changed the Member may choose to terminate the membership. In case the termination is made by a Premium Member IMGhouse will refund the remaining part of the fee calculated on a yearly basis to the Member's membership account within thirty (30) days. If the Premium Member does not terminate the membership within thirty (30) days after such prominent notice on the

Website, the new terms and conditions will be considered as accepted by the Premium Member.

- 2.7** IMGhouse will have the right to keep all the high resolution and non high resolution images without limitation in time. The high resolution images may be deleted from the server by IMGhouse upon receiving a written request by 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 for sale for the request originator, the Buyer. 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.

3 Restrictions and Limitations

- 3.1** The Member is not allowed to have more than one Seller and one Buyer membership.
- 3.2** The Member is not allowed to upload or otherwise post any images through its membership account, which may infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights or contain unlawful material.
- 3.3** The Member is not allowed to request or upload any images which may be offensive, obscene, immoral, racist or pornographic. Nor is the Member allowed to use the images in such ways.
- 3.4** IMGhouse shall have the right to report any kind of breach relating to this Article 3 to all relevant public authorities.

4 Disclaimer

- 4.1** IMGhouse is merely a transaction party and not a part of the license agreement between the Members. IMGhouse has not the possibility to control the images that are being uploaded on the Website. Thus, IMGhouse cannot be held responsible for the quantity, quality, legality or other characteristics of the images that are uploaded on the Website and the use of them.
- 4.2** IMGhouse is under no circumstances responsible for reduction of price or commission or for paying compensation or damages to the Member 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 Members on the Website.
- 4.3** Notwithstanding the conditions set out under Article 4.2 above, if IMGhouse is found to be liable to pay compensation or damages to the Member or a third party, the Member who is responsible for the damage shall compensate IMGhouse to the full extent.
- 4.4** IMGhouse is not responsible for the license or the terms and conditions of the license granted for the image. Furthermore, IMGhouse is not responsible for the use of the license.
- 4.5** The Website may be temporarily unavailable from time to time, due to maintenance, systems 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.

- 4.6** 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.
- 4.7** IMGhouse is not responsible for any information on the Website, including but not limited to information posted by the Members and external advertisements.
- 4.8** If IMGhouse should be held liable to pay compensation/damages to the Member or a third party in any respect due to the Member's use of the Website IMGhouse's liability to pay such compensation/damages shall never exceed US\$ 500.
- 4.9** From time to time the Website may contain links to third party websites. Such links are provided solely for the Member's convenience. If the Member uses those links, the Member leaves the Website. IMGhouse has no control over the content of those websites and has no responsibility for the information provided and use of these third party websites.

5 Duration and Terminations

- 5.1** The membership is in effect from the Member's acceptance until terminated by the Member or IMGhouse. A termination of the membership requested by IMGhouse may take effect immediately. A termination of the membership requested by the Member will take effect at the latest one (1) month after a written notice has reached IMGhouse.
- 5.2** IMGhouse may terminate the membership, delete the Member's membership account and any content or information that the Member has posted on the Website and/or prohibit the Member from using or accessing the membership or the Website if the Member is in breach of the Terms of Membership, or for any reason or no reason, with or without notice.
- 5.3** If the membership is terminated by IMGhouse, IMGhouse will refund any outstanding amounts on the Member's membership account and the membership fee unless there is an ongoing legal dispute, suspicion of a crime or a breach of the terms and conditions for the use of the Website. If there is an ongoing legal dispute, suspicion of a crime or breach of the terms and conditions for the use of the Website, IMGhouse will withhold any outstanding amounts on the Member's membership account and the membership fee until the dispute is solved or until IMGhouse considers the dispute being solved.
- 5.4** The termination shall not affect the obligations of the Member to IMGhouse.

6 Privacy Policy

IMGhouse cares about the privacy of its Members. Please read IMGhouse's Privacy Policy for details on how the information about you is being used.

7 Dispute Resolution and Governing Law

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