

Mostphotos - Terms and Conditions

This Service is owned and operated by Mostphotos AB, Box 16083, 103 22, Stockholm, SWEDEN ("Mostphotos"). This Agreement governs the terms concerning Mostphotos service(s) (the "Service"), by using this Service you agree to these terms and conditions ("This Agreement"). This Agreement is also a legally binding agreement between the Users of the Service. If you do not accept and abide This Agreement you should not access or use the Service. Mostphotos may, at any time and of any reason, amend This Agreement by publishing the amended terms of the Service. All amended terms shall automatically be effective thirty (30) days after they are initially published.

1 DEFINITIONS AND INTERPRETATION

- 1.1 "User" means, in This Agreement, a private individual or organization using the Service.
- 1.2 "Content" means, in This Agreement, all types of images, videos and other material and information that a User uploads to the Service.
- 1.3 "Buyer" means, in This Agreement, a private individual or organization buying a license to use Content through the Service.

2 INTELLECTUAL PROPERTY RIGHTS

- 2.1 The Content including, without limitations, all intellectual property rights in the same, shall remain the sole and exclusive property of the User who uploaded it.
- 2.2 You are personally responsible for acquiring all the rights of use, operation, reproduction, representation, adaptation and circulation and, more generally, all the intellectual property rights relating to the elements or material of the Content necessary. You are prohibited from uploading Content or other material that infringe third party's intellectual property rights to the Service.
- 2.3 By uploading Content to the Service you explicitly warrant that you have received proper consent, in relation to participation in use for, including but not limited to (i) advertising, (ii) promotional use and (iii) other commercial use, from any and all individual(s) depicted in said Content. Upon written request from Mostphotos you undertake to provide written evidence of such consent. Mostphotos retains the right to request additional consent from any and all individuals depicted in said Content.

- 2.4 By uploading Content to the Service, that includes any work of art, including but not limited to (i) paintings, (ii) sculptures, (iii) architectural manifestations, (iv) private property and (v) any other work of art that is subject to copyright legislation, you explicitly warrant that you have received proper consent from the rightful copyright holders.
- 2.5 The Buyer is advised to request additional consent in relation to Content that clearly includes a motif that is subject, including but not limited to (i) copyright, (ii) trademark, (iii) private property and (iv) other legal rights that might limit the use of the Content, before using the Content for commercial purposes.
- 2.6 Notwithstanding the previous paragraphs, Mostphotos grant the Buyer of your Content a non-exclusive, worldwide license to use the User's Content in accordance with section 5 in This Agreement.

3 THE SCOPE OF THE SERVICE

- 3.1 The Service consists of a marketplace where Users can transfer/buy a license to use User's Content.

4 CODE OF CONDUCT

- 4.1 Use the Service with common sense. E.g. do not disgrace or in any other way defame people visible in images.
- 4.2 You may use the Service for lawful purposes only. You agree that when uploading Content to or when communicating via the Service you may not use the Service to post, transmit or otherwise distribute illegal material.
- 4.3 You agree to the following:
- a) you shall not defame abuse, harass, threaten or otherwise violate the legal rights of others or of any third party including Mostphotos,
 - b) you shall not in any manner publish or post any inappropriate, defamatory, infringing, obscene, pornographic, racist, terrorist, politically slanted, indecent or unlawful topic, name, material or information,
 - c) you shall not contribute to destructive activities such as dissemination of viruses, spam or any other activity that might harm the Service in any way,

- d) you shall not publish or otherwise make available, Content that contain images, photographs or other material protected by intellectual property laws unless you own or control the rights thereto or have received all necessary consent to do the same,
- e) you shall not falsify or delete any information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or other material contained in Contents,
- f) you shall not download any Content that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner that results in copyright infringement,

5 THE CONTENT

- 5.1 Mostphotos have the right to, at any time and without notice, delete, move or edit any Content uploaded to the Service.
- 5.2 When you upload Content to the Service, you grant Mostphotos a non-exclusive, transferable and worldwide license to use, reproduce, distribute and display your Content.
- 5.3 You grant Mostphotos a license to, to the Buyer, sell a non-exclusive, non-transferable and worldwide license to use your Content for any purpose, whether commercial or non-commercial, including the right to modify, reproduce, publish, display and sub-license the Content and create derivative works thereof pursuant to the conditions stated in sections 6 – 9.
- 5.4 Sensitive Use may require disclaimer. If using content that features models or property in connection with a situation that would be deemed unduly controversial to a reasonable person (for example sexually transmitted diseases, mental illness or political opinions), it must be made clear that: (1) that the content is being used for illustrative purposes only and (2) any person depicted in the content is a model. For example stating: "Stock photo. Posed by model."
- 5.5 Regardless of any other provisions in this Agreement the following use of Content shall always be considered prohibited:

- a) any use in breach of applicable law, including but not limited to (i) incitement to racial hatred, (ii) child pornography, (iii) slander, (iv) insult, (v) instigation of rebellion, (vi) unlawful description of violence;
- b) any use that may in any other way be conceived as (i) threatening, (ii) insulting, (iii) racist, (iv) vulgar, (v) indecent, (vi) sexist or (vii) use which violates the personal sphere or dignity of a private individual, including but not limited to advertisements in relation to dating, pornography or (viii) any other use that Mostphotos, in its own discretion, views as harmful to either the subject of the Content or the reputation and brand of Mostphotos;
- c) any use that constitutes infringement of a third party (i) trademark, (ii) copyright, (iii) personal data legislation or (vi) any other legal right.

6 ROYALTY-FREE STANDARD LICENSE

6.1 "Permitted Uses" of the Content are:

- a) advertising and promotional projects, including printed materials, product packaging, presentations, film and video presentations, commercials, catalogues, brochures, promotional greeting cards and promotional postcards (i.e. not for resale or license);
- d) entertainment applications, such as books and book covers, magazines, newspapers, editorials, newsletters, and video, broadcast and theatrical presentations;
- e) on-line or electronic publications and web sites, such as web pages, web services, mobile applications, blogs and social media to a maximum of 1,4 megapixels;
- f) prints, posters (i.e. a hardcopy) and other reproductions for personal use or promotional purposes specified in (a) above;
- g) edit the Content as long as you do it in accordance with the Code of Conduct (it is i.e. not Permitted Use to add a inappropriate speech bubble, etc.).

6.2 You are only allowed to use the Content sold to you with a Royalty Free Standard License through the Service for those advertising, promotional and other specified purposes that are Permitted Uses (as defined in section 6.1 in This Agreement). You may use the Content in countless editions, infinitely larger prints and also unlimited

in your future projects as long as your use of it is regarded as Permitted Uses. Any use of the Content that is not a Permitted Use constitutes infringement of copyright or other intellectual property rights of Mostphotos and the User who owns the Content.

- 6.3 The Buyer may purchase Content for a third party, for use by said third party. This does not, however constitute a right for the Buyer to re-use this specific license outside the scope of its relation with the specific third party. A Buyer who purchases Content for a third party has an obligation to keep a written record of its relation to a third party and to present such record to Mostphotos upon request. The record shall include the name of the said third person, the date(s) on which the Content was used and the image number of the Content.
- 6.4 Unless a User has purchased an Extended License or a Unlimited License as described below, the User may not do anything with the Content that is not expressly permitted in the preceding paragraphs. For greater certainty, the User may not:

Use the Content in any posters, postcards, mugs, t-shirts (printed on paper, canvas or any other media) or other items for resale, license or other distribution for profit; or use the Content as, or as a part of, a logotype.

7 ROYALTY-FREE EXTENDED LICENSE

- 7.1 If you purchase Content with a Royalty Free Extended License, you will, in addition to the Permitted Uses in section 6.1 in This Agreement have the right to print the Content on maximum one thousand (1 000) products for resale or distribution for profit, such as posters, postcards, mugs and T-shirts and also use the Content as, or as a part of, a logotype.

8 ROYALTY-FREE UNLIMITED LICENSE

- 8.1 If you purchase Content with a Royalty Free Unlimited License, you will, in addition to the rights in section 6.1 in This Agreement have the right to print the Content on unlimited numbers products for resale or distribution for profit, such as posters, postcards, mugs and T-shirts and also use the Content as, or as a part of, a logotype.

9 ROYALTY-FREE EDITORIAL LICENSE

- 9.1 Editorial Content is Content that the User who published the Content does not have the required Consent (as defined in section 14.4 in This Agreement) to. These Content may not be used for commercial purposes but can for example be used in news contexts. Editorial Content is non-exclusive for the User who buys them. In addition, the editorial Content are subject to the Permitted Use in section 6.1 in This Agreement, however the User who buys Editorial Content can use them for news-publishing to an unlimited extent.
- 9.2 Editorial Content may not be modified or otherwise altered from its original state, with the exception of cropping the Editorial Content in such a way that it does not materially change the original state.
- 9.3 Mostphotos and the User who uploaded the Editorial Content shall always be credited when using Editorial Content. If the use of the Editorial Content is under a circumstance where hyperlinks are technically possible, you shall provide a link to www.mostphotos.com. Under other circumstances you shall always provide due credit for your use of Editorial Content. This shall be in the form of "Mostphotos.com" or "Name of Artist/Mostphotos.com".
- 9.4 In the event that an image is used in connection with a film, television broadcast, documentary or other audio-video or multimedia project, you shall use reasonable commercial efforts to assure that Mostphotos and the User who contributed with the Editorial Content gets due credit in the form specified above.
- 9.5 Unintentional breach of the provisions stated in 9.3 - 9.4 do not constitute a breach of This Agreement granted that the User remedy the breach upon request from Mostphotos.

10 LIMITATION OF LIABILITY

- 10.1 Mostphotos or its service providers shall not be responsible or liable for any software, computer viruses or other harmful files or material that is downloaded or otherwise obtained through the use of the Service. You use the Service at your own risk and you will be solely responsible for any damage to your computer system or loss of data that results from the use of the Service.
- 10.2 Mostphotos, or its service providers, do not take responsibility regarding intellectual property rights, relations between Users or any other responsibilities or liabilities of

any kind except from what is expressly stated in This Agreement. Mostphotos does not explicitly guarantee that the User who uploads Content to the Service has the proper Consent to grant any licenses such that the Content does not infringe any third party rights. Any Buyer is advised to use Content with care and to avoid using Content that could reasonably result in infringements in third party rights, such as images of, or including, trademarks. If you are unsure whether the Content infringes third party rights, Mostphotos advise you to verify this by contacting Mostphotos. It is the User who uploaded the Content whom is to be held responsible for any damage suffered by Buyer of Content due to infringement, but Mostphotos will remedy damages up to SEK 10 000. Furthermore, Mostphotos cannot be held liable for a Buyer's use of any Content. If a Buyer's use of Content is in breach of This Agreement, the User who uploaded such Content is, besides Mostphotos, entitled to take legal actions against such breach and/or infringement.

10.3 You expressly understand and agree that Mostphotos or its service providers shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill or data resulting from the use of the Service or any other matter relating to it. The liability of Mostphotos in relation to This Agreement is limited to SEK 10 000.

10.4 Mostphotos will not be held responsible for any of the Content uploaded to the Service.

11 LIMITED WARRANTIES

11.1 The Service is provided "as is" without warranties of any kind. Mostphotos does not warrant that the Service will meet your requirements of it or that the use of the Service will be uninterrupted or free from errors.

12 INDEMNIFICATION

12.1 You shall indemnify Mostphotos and its service providers with respect to all liability, losses, damages, costs or expenses howsoever caused, arising out of, or in connection with (i) a breach of This Agreement, (ii) your gross negligence (iii) an upload, download or use of Content and (iv) your use or misuse of the Service.

13 YOUR USER-INFORMATION

- 13.1 When you upload or purchase Content through the Service you warrant that you have the legal capacity and are of the legal age (e.g. 18 years in Sweden), or have the legal consent, to enter into an agreement that legally bind you to the obligations set forth in this Agreement.
- 13.2 When you interact with the Service you shall provide Mostphotos with current, true and complete information requested in the registration form. You are responsible for keeping your information updated and complete. You are only allowed to register for one User account.
- 13.3 Mostphotos have the right to send e-mails to your registered address. Our intent is to provide you with relevant information, which may include information from partners to Mostphotos.
- 13.4 You agree that you will be entirely responsible for any and all access or your use of the Service. You shall always keep your Username and Password confidential. You acknowledge that your Password is unique to you and that, although Mostphotos do have the ability to reset your Password, Mostphotos do not have the ability to access your Password.
- 13.5 By submitting personal information you accept the administration of your personal information, according to the Swedish Personal Data Act (PUL), such as, but not limited to, storage and treatment information related to you in order to facilitate the administration of your interaction with the Service. The personal information is used for administrative purposes only and will not be transferred for any use not connected with the interest of Mostphotos. Mostphotos takes technical and organizational measures to protect all your personal information. Mostphotos will not sell any information about you to third parties.

14 YOUR CONTENT

- 14.1 The Service allows you to upload, store and publish Content, when doing this remember to follow the provisions in section 4 in This Agreement.
- 14.2 When you publish your Content you agree to provide Mostphotos with a universal, perpetual, worldwide, transferable license. Mostphotos will sell your Content and will upon sale compensate you in accordance with the current rates set by Mostphotos.

- 14.3 You agree that when you publish Content, your or the photographer's or illustrator's (whose consent you have to get before you publish the Content) rights to be mentioned as photographer, artist or copyright holder have been waived.
- 14.4 All Content that you publish, which portrays identifiable individual(s) and/or property and other design elements forbidden to photograph must be accompanied by a signed document in which the individual(s) or rightful owner give his/their/its consent ("Consent").
- 14.5 Users of the Service shall under no circumstances be considered employees or affiliated in any other way with Mostphotos.
- 14.6 You are responsible for all taxes and fees associated with the commission connected to the sales of your Content. Mostphotos does not take responsibility for your taxes, fees, tax-declarations or remunerations of any kind related to your use of the Service.
- 14.7 You are advised to keep back-up copies of your Content and to collect funds from your account on a regular basis since Mostphotos, in accordance with section 10 in This Agreement, is not responsible for losses of any kind.
- 14.8 You agree that all your published Content automatically will be included in the subscription option of the Service. You may choose to exclude your Content from subscription sales.
- 14.9 You will receive a 50% commission of the price in every sale of your Content that is sold.
- 14.10 You collect your funds by using the "Withdraw" function in the Service. The money will be transferred to your registered bank, Paypal or Skrill account within thirty (30) days after you have correctly used the "Withdraw" function. You may withdraw funds after earning at least €10.

15 BUYING CONTENT

- 15.1 All purchases are final and binding, you will not be refunded under any circumstances, except if the purchased Content has technical flaws or if required by law. When you have paid for the Content, the Content will be available for you to use under the license you paid for.
- 15.2 Prices are stated on Mostphotos' website and are exclusive of any applicable VAT.

15.3 Mostphotos may change the prices at any time and must inform any affected Buyer of a subscription of the Content in the Service of the price change prior to an update. Such a Buyer of a subscription then has the option to terminate the Agreement. By not terminating the Agreement, the Buyer accepts the price change when it becomes effective.

15.4 By purchasing a subscription plan, you accept an automatic renewal of the subscription period until the subscription is cancelled. You also accept that the e-commerce system of Mostphotos will automatically charge your credit card, bank account or automatically invoice your company every agreed upon period continually until cancellation. You may cancel your subscription's next period at any time before the period is purchased and once cancelled, no further payments will be charged. Upcoming subscription renewals, purchases and period durations is stated on your account on Mostphotos.

16 DURATION AND TERMINATION

16.1 This Agreement is considered to be in effect from the day you accept it until either party terminates it.

16.2 Mostphotos has the right to, without prior notice and in its sole discretion, to terminate user accounts and/or to block you from the Service.

17 SEVERABILITY

17.1 If any provision of This Agreement between Mostphotos and you is held to be invalid or unenforceable, such provision shall be limited, modified or severed to the minimum extent necessary to eliminate its invalidation or unenforceability so that This Agreement otherwise remain in full force, effect and enforceable.

18 GOVERNING LAW

18.1 This Agreement shall be construed in accordance with and governed by the laws of Sweden.

19 DISPUTES

19.1 Any dispute, controversy or claim arising out of or in connection with This Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration

Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be Swedish.