

Rules of Conduct (Buyer)

1 Introduction

- 1.1** Img media AB, reg.nr 556764-9826, ("**IMG**") is the owner of the website, www.imghouse.se, (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 is 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. IMG is solely a transaction party and never a part of the license agreement between the Members.
- 1.3** These Rules of Conduct governs the relationship between IMG and the Member who requests an image on the Website to license ("**Buyer**"). The Member/licensor of the relevant images is hereinafter referred to as ("**Seller**").
- 1.4** The Buyer is a Member of this Website and is bound by the Terms of Membership. By using and uploading a request for an image on the Website the Member is being bound to these Rules of Conduct. In the event of conflict between the Terms of Membership and these Rules of Conduct the Terms of Membership shall prevail.

2 The Request for an Image

- 2.1** When the Buyer desires an image, the Buyer can upload a request on the Website. The request shall contain all the necessary information to meet the requirements of the image requested.
- 2.2** The Buyer can choose not to divulge its name to the Seller at the time for the request of the image, but will always be identified for the Seller when the license to use the image is granted to the Buyer.
- 2.3** The Buyer and the Seller 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 Member to use the image on the specified terms and conditions agreed upon. Thus, IMG 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 The Relationship between IMG and the Buyer

- 3.1** IMG is merely a transaction party and not a part of the license agreement between the Buyer and the Seller.
- 3.2** IMG's role as a transaction party solely includes receiving the license fee from the Buyer, the delivering of the image to the Buyer and transferring to the Seller the license fee reduced by a commission fee agreed upon between IMG and the Seller. Thus, the Buyer will not pay any commission to IMG.

4 The Obligations of the Buyer

- 4.1** The Buyer undertakes to pay the license fee to IMG.

- 4.2** The Buyer undertakes not to outside the Website make any kind of arrangements or agreements with the Seller regarding the licensing of requested and/or uploaded images on the Website. Any such attempt is an abuse of the Buyer's relationship with IMG and a breach of the Rules of Conduct. IMG has the right to be compensated for any injury suffered from such a breach.

5 Disclaimer

- 5.1** IMG is merely a transaction party and not a part of the license agreement between the Buyer and the Seller. IMG has not the possibility to control the images that are being uploaded on the Website. Thus, IMG 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.
- 5.2** IMG is under no circumstances responsible for reduction of price or commission or for paying compensation or damages to the Buyer because of inaccurate information, error or lack of the image, late or failure to deliver the image, or other reason relating to the license of an image between the Buyer and the Seller on the Website.
- 5.3** If IMG in any case should be held liable to pay compensation to the Buyer in any respect due to the Buyer's use of the Website IMG's liability to pay damages in any event never exceed SEK 2,000.
- 5.4** IMG 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, because of system failure or other reasons. IMG shall not be liable for any loss or damages resulting from a late or failure to deliver the image because of the above mentioned reasons.

6 Payment

- 6.1** IMG accepts payments made with credit card, Pay Pal and invoice as specified in the from time to time applicable pricelist <http://www.imghouse.se/prices.xhtml>. The pricelist also sets out the further conditions for the payment.
- 6.2** The Buyer being a Premium Member has the possibility to pay by Invoice. IMG will always have the right to carry out a credit check of the Buyer when the payment is done by an invoice. Payment should be made within ten (10) days from receipt of invoice.
- 6.3** The receipt of the payment will be sent digitally to the Buyer's membership account.

7 Dispute Resolution and Governing Law

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