

## Rules of Conduct (Seller)

### 1 Introduction

- 1.1 Img media AB, reg.nr 556764-9826, ("**IMG**") is the owner of the website, [www.imghouse.se](http://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 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 Rules of Conduct. In the event of conflict between the Terms of Membership and the Rules of Conduct 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.
- 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 reduction of price 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 outstanding payment or other reason relating to the license of an image between the Seller and the Buyer on the Website. IMG will not be involved in any dispute resolution between the Seller and the Buyer.
- 2.4 Regardless of the provision set out under Article 2.3 above, if IMG is found to be liable to pay such compensation or damages to the Buyer or a third party, the Seller shall compensate IMG 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 IMG and a

breach of the Rules of Conduct. IMG has the right to be compensated for any injury suffered from such a breach.

### **3 The relationship between IMG and the Seller**

- 3.1** The Seller authorises IMG to receive payment of the license fee from the Buyer.
- 3.2** IMG is entitled to a commission on all the license agreements relating to images uploaded by the Seller on the Website.
- 3.3** 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 from time to time applicable pricelist <http://www.imghouse.se/prices.xhtml>. A commission of minimum SEK 150 excluded VAT will always be charged.
- 3.4** The Seller will be paid thirty (30) days after IMG has received the license fee from the Buyer, but not earlier than thirty (30) days after the date of which the license was granted to the Buyer. IMG will keep the commission and transfer the rest of the license fee to the Seller's membership account. The payment shall be made either to the Sellers's bank account or by Pay Pal. The use of Pay Pal shall always be applicable if the payment shall be made outside of Sweden. IMG shall not be liable to compensate the Seller if the Buyer fails to pay the license fee or part thereof.
- 3.5** IMG will have the right to keep all the non high resolution images without limitation in time. The high resolution images will be deleted from the server at the latest one (1) month after the date of which the license was granted or when the image no longer is up to sale. IMG reserves the right to use the non high resolution and high resolution images free of charge in the marketing of the Website worldwide. In that case, the high resolution images will not be deleted from the server as stated above. IMG will not sub-license the images without the Seller's permission.

### **4 Disclaimer**

- 4.1** IMG is merely a transaction party and not a part of the license agreement between the Seller and the Buyer. 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.
- 4.2** IMG is taking all appropriate security measures to protect against unauthorized access to or unauthorized alteration of the Website. IMG shall not be liable for any loss or damages resulting from such unauthorized access or unauthorized alteration of the Website.
- 4.3** 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 images because of the above mentioned reasons.
- 4.4** If IMG in any case should be held liable to pay compensation to the Seller in any respect due to the Seller's use of the Website IMG's liability to pay damages in any event never exceed SEK 2,000.

## **5 Payment**

- 5.1** The Seller agrees to that a reversed invoice is used.
- 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. The Seller is responsible for that the invoice is accurate and undertakes to notify IMG if the invoice is inaccurate.
- 5.3** The invoice will be sent digitally to the Sellers's membership account.

## **6 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.