

Terms of Membership

1 Welcome to IMG!

- 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 ("**images**") 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 Terms of Membership regulates the relationship between IMG 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 or legal guardian to register on their behalf.

2 Membership

- 2.1 IMG offers different types of memberships. For further information of the terms for the different types of memberships, please see <http://www.imghouse.se/membershipinfo.xhtml>.
- 2.2 The Member undertakes to provide IMG 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 IMG for all activities that occur under the Member's membership account.
- 2.5 If a Premium Member does not pay the annual membership fee, the membership will be changed/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 applied at the time for the request of an image will apply for the Buyer (i.e. the licensee of the image) and the membership applied at the time for the uploading of the image will apply for the Seller (i.e. the licensor of the image).
- 2.6 IMG reserves the right to make changes or replace the Terms of Membership at any time. If IMG 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 IMG 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.

3 Restrictions and Limitations

- 3.1** The Member is not allowed to have more than one membership of the different types of memberships stated in Article 2.1 above.
- 3.2** The Member is not allowed to upload or otherwise post any materials/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** IMG shall have the right to report any kind of breach relating to this article 3 to all relevant public authorities.

4 Disclaimer

- 4.1** IMG is merely a transaction party and not a part of the license agreement between the Members. IMG has not the possibility to control the images that are being uploaded on the Website. Thus, IMG 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** IMG 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 outstanding payment or other reason relating to the license of an image between the Members on the Website.
- 4.3** Regardless of the provision set out under Article 4.2 above, if IMG is found to be liable to pay such compensation or damages to the Member or to a third party, the Member who caused the damage shall compensate IMG to the full extent.
- 4.4** IMG is not responsible for the license or the terms and conditions of the license granted for the image. Furthermore, IMG is not responsible for the use of the license.
- 4.5** The Website may be temporarily unavailable from time to time for maintenance, because of systems failure or other reasons. IMG shall not be liable for any loss or damages resulting from such maintenance, systems failure or other reasons.
- 4.6** 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.
- 4.7** IMG is not responsible for any information on the Website, including but not limited to information posted by the Members and external advertisements.
- 4.8** 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. IMG has no control over the content of those websites and has no responsibility for the information and use of these third party websites.

5 Duration and Terminations

- 5.1** The membership is in effect from acceptance upon the Member until terminated by either party. A termination of the membership requested by IMG may take effect immediately. A termination of the account requested by the Member will take effect at the latest one (1) month after a notice has reached IMG.
- 5.2** IMG 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 IMG, IMG 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 breach of the Website's terms and conditions. If there is an ongoing legal dispute, suspicion of a crime or breach of the Website's terms and conditions, IMG will withhold any outstanding amounts on the Member's membership account and the membership fee until the dispute is solved or until IMG consider the dispute being solved. If the membership is terminated by the Member, same conditions as stated above in this Article will apply, with the exception that the membership fee will not be refunded.
- 5.4** If the membership is terminated IMG will have the right to keep all the non high resolution images without limitation in time. If there is an ongoing transaction at the time for the termination, the high resolution images will be deleted 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. The termination shall not affect the obligations of the Member to IMG.

6 Privacy Policy

IMG cares about the privacy of its Members. Please read IMG'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.