

Terms for Buyer

1 Introduction

- 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 Rules of Conduct governs the relationship between IMGhouse 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 Terms for Buyer. In the event of conflict between the Terms of Membership and these Terms for Buyer 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 identity to the Seller at the time for the request of the image, but will always be identified to the Seller after the license to use the image has been 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 Buyer to use the image on the specified terms and conditions agreed upon. Thus, IMGhouse 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 IMGhouse and the Buyer

- 3.1** IMGhouse is merely a transaction party and not a part of the license agreement between the Buyer and the Seller.
- 3.2** IMGhouse'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 IMGhouse and the Seller. Thus, the Buyer will not pay any commission to IMGhouse.

4 The Obligations of the Buyer

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

- 4.2** If IMGhouse is found to be liable to pay compensation or damages to the Seller or a third party relating to the license of an image between the Buyer and the Seller on the Website, the Buyer shall compensate IMGhouse to the full extent.
- 4.3** 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 IMGhouse and a breach of the Terms for Buyer. IMGhouse shall be compensated by the Buyer for any injury suffered from such a breach.

5 Disclaimer

- 5.1** IMGhouse is merely a transaction party and not a part of the license agreement between the Buyer and the Seller. IMGhouse has not the possibility to control the images that are being uploaded on the Website. Thus, IMGhouse 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** IMGhouse 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. IMGhouse has no obligation to be involved in any dispute resolution between the Buyer and the Seller.
- 5.3** IMGhouse 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, due to maintenance, system 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.
- 5.4** If IMGhouse should be held liable to pay compensation/damages to the Buyer or a third party in any respect due to the Buyer's use of the Website IMGhouse's liability to pay such compensation/damages shall never exceed US\$ 500.

6 Payment and Delivery of the Image

- 6.1** IMGhouse accepts payments made with credit card and invoice as specified in these Terms for Buyer, which sets out the further conditions for the payment.
- 6.2** If the Buyer is a Premium Member, the Buyer has the possibility to pay by invoice. IMGhouse will always have the right to carry out a credit check of the Buyer when the payment is being made by invoice. Payment shall be made within thirty (30) days from receipt of invoice.
- 6.3** The Buyer accepts that the receipt/invoice will be sent digitally to the Buyer's membership account.
- 6.4** The image will be delivered when the license has been granted.

7 Dispute Resolution and Governing Law

- 7.1** These Terms for Buyer shall be subject to Swedish law. Any disputes with relation to these Terms for Buyer shall be finally settled by competent Swedish Courts.