

TERMS OF USE FOR PHOTO BUYERS

1. GENERAL TERMS OF USE OF THE SITE

1.1. This website is owned and operated by Mostphotos AB, Munkgatan 20, SE-722 12, VÄSTERÅS, Sweden (hereinafter referred to as "MOSTPHOTOS"). These GENERAL TERMS OF USE OF THE SITE is in force between you as USER and/or SELLER and/or BUYER (as applicable) on one side and MOSTPHOTOS on the other side and governs the use of www.mostphotos.com (hereinafter referred to as "THE SITE") Simply browsing without a membership nor selling nor buying and, if possible, contribute, constitutes USE. We strongly recommend you to read and learn about the usage rights.

1.2. MOSTPHOTOS maintains THE SITE as a service to its visitors, subject to the following terms and conditions concerning the use of THE SITE. When you use THE SITE, you accept the TERMS OF USE OF THE SITE; if you do not agree to the TERMS OF USE OF THE SITE you may not use THE SITE. MOSTPHOTOS reserves the right to modify content on THE SITE and these TERMS OF USE OF THE SITE periodically without prior notice. You are cautioned to review the TERMS OF USE OF THE SITE posted on the web site periodically.

1.3. Any use of THE SITE shall be with respect to good manners. It is strictly forbidden to take racial, hateful, harassing or in any other way abusive actions against MOSTPHOTOS or anyone else, or make statements of such nature. MOSTPHOTOS holds the final decision as to what is to be considered as such actions and statements.

1.4. MOSTPHOTOS is a provider and not able to accept any responsibilities related to any rights clearances, fulfillments of model releases, relations between USERS, MEMBERS, BUYERS or SELLERS or any other responsibilities or liabilities of any kind. MOSTPHOTOS is not capable of supervising uploaded content and cannot be held responsible for any infringements of any kind.

2. INTELLECTUAL PROPERTY

2.1. All materials contained in THE SITE are the copyrighted property of MOSTPHOTOS or third-party licensors and may also be protected by other intellectual property laws. This may include laws relating to copyrights, trade-marks, trade-names, internet domain names and other rights of similar character. Any use of this material is strictly prohibited unless you have entered into a separate agreement with MOSTPHOTOS. The materials may only be used and copied for personal, non-commercial or educational purposes, provided that materials are neither modified in any way nor deleted any property notices. Materials may not be exploited in any other way, such as for creation of other similar works.

3. CURRENCY OF WEB SITE

3.1. MOSTPHOTOS updates all information on regular basis. However, MOSTPHOTOS cannot guarantee or accept any responsibility or liability for any decision taken on the basis of information contained in or omitted from this site. MOSTPHOTOS reserves the right to revise, supplement or delete information, services or/and resources contained on THE SITE and to make all changes without prior notification to any past, current or prospective visitors.

3.2. MOSTPHOTOS shall not be responsible or liable for any software, computer viruses or other harmful files or material downloaded or otherwise obtained through the use of this site. It is at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

4. LIMITATION OF LIABILITY

4.1. You expressly understand and agree that MOSTPHOTOS 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, use, data or other intangible losses resulting from: the use or the inability to use this site; the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from this site; unauthorized access to or alteration of your transmissions or data; statements or conduct of any third party on this site; or any other matter relating to this site.

5. EXCLUSIONS AND LIMITATIONS

5.1. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

6. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

6.1. MOSTPHOTOS is committed to complying with copyright laws and expects all who access our websites, including subscribers and members, to do the same. If you believe that your copyrights have been infringed, or if a notice of copyright infringement has been filed against you, you are advised to contact MOSTPHOTOS to report alleged infringements of their protected works appearing on MOSTPHOTOS web site.

6.2. To be effective, the notification must be in writing and include the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest;
2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
5. A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

6. A statement that the information in the notification is accurate, and under penalty of perjury, that the Complaining Party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

7. Send the written communication to the following address:

MOSTPHOTOS AB,
Munkgatan 20,
SE-722 12 Västerås,
Sweden

7. GENERAL TERMS

7.1. MOSTPHOTOS failure to insist upon or reinforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. MOSTPHOTOS may assign its rights and duties under this Agreement to any party at any time without notice to you.

7.2. If all or part of any term of this Agreement is wholly or partially unenforceable, the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place of such whole or part term an enforceable term or terms, that as nearly as possible reflects the terms of the unenforceable whole or part term.

7.3. This Agreement will be governed under the laws of the Sweden. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. The SELLER and/or BUYER consents to service of any required notice or process upon the User by registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information provided by the User at the time THE CONTENT was downloaded, or such other address as may be advised to us in writing to use, from time to time.

7.4. Any and all disputes arising out of, under or in connection with this Agreement, including without limitation, its validity, interpretation, performance and breach, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single Arbitrator appointed in accordance with such rules. The arbitration shall take place in Stockholm, Sweden, and shall be conducted in the Swedish language.

8. TERM OF AGREEMENT

8.1. This Agreement is effective until it is terminated by ceasing to use THE SITE for any purpose. The Agreement can also be terminated without prior notice from MOSTPHOTOS if at any time you fail to comply with any of its terms. Upon termination, you must immediately cease using THE SITE.

9. LIMITED REPRESENTATIONS AND WARRANTIES

9.1. THE SITE acts as an exchange of CONTENT between those who provide CONTENT to the Site and those who wish to use such CONTENT. MOSTPHOTOS grants no rights and makes no warranties regarding the use of names, people, trademarks, trade dress, patented or copyrighted designs or

works of art or architecture or other forms of intellectual property represented in any CONTENT. MOSTPHOTOS made reasonable efforts to correctly categorize and keyword THE CONTENT and does not warrant the accuracy of such information.

9.2. THE SITE IS PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. MOSTPHOTOS DOES NOT REPRESENT OR WARRANT THAT THE SITE WILL MEET YOUR REQUIREMENTS OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR FREE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE IS WITH YOU. SHOULD THE SITE PROVE DEFECTIVE, YOU (AND NOT MOSTPHOTOS) ASSUME THE ENTIRE RISK AND/OR COST OF ALL NECESSARY CORRECTIONS.

9.3. Certain jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. You have specific rights under this warranty, but you may have others, which vary from jurisdiction to jurisdiction.

10. LIMITATION OF WARRANTIES AND LIABILITY

10.1. IN NO EVENT SHALL MOSTPHOTOS OR ANY OF ITS AFFILIATES OR CONTENT PROVIDERS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO THE SITE, OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

11. TERMS OF USE FOR PHOTO BUYERS

11.1. This following governs the TERMS OF USE FOR PHOTO BUYERS making use of the service provided by MOSTPHOTOS at www.mostphotos.com, as a buyer of CONTENT (hereinafter referred to as BUYER).

11.2. The use of THE SITE is governed by TERMS OF USE OF THE SITE, TERMS OF USE FOR PHOTO BUYERS, TERMS OF USE FOR PHOTO SELLERS and CONTENT LICENSE AGREEMENT.

11.3. By completing a purchase on THE SITE, THE BUYER is to be considered a part of this agreement and accepting its terms in its entirety and without limitations.

11.4. No taxes nor fees connected with the use of the services on THE SITE are to be covered by MOSTPHOTOS.

12. DISCLAIMER

12.1. MOSTPHOTOS provides a service, which facilitates a market place for the exhibition, selling and purchase of CONTENT, made available by registered members on THE SITE governed and bound by MEMBERSHIP AGREEMENT FOR THE USE OF MOSTPHOTOS (hereafter referred to as "MEMBER"). The term "CONTENT" in this agreement covers all types of graphic presentations, regardless of how produced, reproduced and regardless of the technique, for purpose of this agreement and the services provided by MOSTPHOTOS.

12.2. MOSTPHOTOS does not accept any responsibilities connected to the relationship between MEMBER and USER. Mostphotos does not accept neither transactions of any kind between MEMBER and USER nor establishing any consequences of any kind for MOSTPHOTOS. MOSTPHOTOS does not accept any responsibilities relating to, but not limited to, CONTENT offered for sale, its members other material, activities or standpoints or any transactions that might occur between USER and member.

12.3. CONTENT may only be purchased in accordance with CONTENT LICENSE AGREEMENT as NON-EXCLUSIVE and ROYALTY FREE. The copyright stays with the SELLER unless otherwise negotiated between the parties by means of written agreements.

12.4. BUYER that purchase and downloads CONTENT understands and accepts all conditions as stipulated, including, but not limited to, any party that acts on behalf of USER or employer.

12.5. All CONTENT on MOSTPHOTOS is offered "as is".

12.6. MOSTPHOTOS is not responsible for any losses resulting from, but not limited to, virus or malfunctions that might be connected to the provided service.

12.7. BUYER may not contribute to destructive activities such as dissemination of viruses, spam or any other activity that might harm the services provided by MOSTPHOTOS in any way.

12.8. In the event of a manipulation by a third party, MOSTPHOTOS cannot accept any responsibility related to losses of any kind.

12.9. MOSTPHOTOS cannot be held responsible for CONTENT, which does not meet any requirements or expectations of any kind.

12.10. By entering into this agreement BUYER accepts that it may not hold MOSTPHOTOS or any therewith connected party, physical nor legal person, responsible for any damages, losses, costs, infringements of intellectual property of any kind or any other occurrence or on any other ground.

12.11. If BUYER is unsure if violating the rightholder's copyrights or this agreement, please contact the rightholder and ask before using the CONTENT. All deviations from above must be followed by a written permission from the rightholder.

13. Duration and Termination

13.1. This agreement shall be considered in effect, from acceptance of its terms by BUYER until terminated by either party.

13.2. MOSTPHOTOS may terminate this agreement in the event of USER being in breach of the provisions of this agreement and, moreover, for any reason, without having to state its reasons therefor.

14. Dispute resolution and choice of law

14.1. MOSTPHOTOS claims the right to alter or modify the content of this agreement regarding BUYERS use of the provided service, however not without a prior communication. Every BUYER is obliged to make itself aware of its content.

14.2. In the event of any of these agreements provisions should be deemed un-enforceable; those provisions shall be substituted with provisions of similar substance, without affecting the agreement in its entirety.

14.3. Any and all disputes arising out, under or in connection with this agreement, including, without limitation, its validity, interpretation, performance and breach, shall be finally settled according to the Swedish Law, conducted in the Swedish language, at the district court of Västmanland, Sweden. If the parties so agree, an out of court settlement shall first be sought.