

TERMS OF USE FOR PHOTO SELLERS

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, SELLERS, 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 SELLERS, 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. MEMBERSHIP AGREEMENT

11.1. This MEMBERSHIP AGREEMENT governs your membership with MOSTPHOTOS and provides access to membership areas of THE SITE. You may only access THE SITE on the condition that you accept the terms and conditions of the MEMBERSHIP AGREEMENT. This MEMBERSHIP AGREEMENT shall prevail in case of any inconsistency with the TERMS OF USE.

11.2. MOSTPHOTOS reserves the right in its own discretion to change or modify this agreement in whole or in part at any time, any changes entering into effect immediately at the publication on THE SITE. A continued use of THE SITE after the changes constitutes a binding acceptance of the new terms and conditions. If at any time the terms and conditions of the MEMBERSHIP AGREEMENT are no longer acceptable to you, all use of the member area of THE SITE must be ceased.

11.3. THE SITE contains or may contain content for example, but not limited to, information, photographs, illustrations, software, audio files, video files and animations, that are protected by copyright, trademark or other proprietary rights of MOSTPHOTOS and its affiliates or other third

parties. (Hereinafter referred to as “CONTENT” or “THE CONTENT”) CONTENT may not be modified, transmitted, published, transferred or sold, performed, form derivatives for other works, distributed, reproduced, reversely engineered, displayed, unless otherwise expressly permitted by this document or any other document in force at time of downloading of such content.

11.4. CONTENT is supplied to THE SITE by MEMBERS and purchased on THE SITE by MEMBERS entering into the MEMBERSHIP AGREEMENT. It is done on royalty free, non-exclusive terms, accepting THE CONTENT LICENSE AGREEMENT, providing that any WORK supplied to THE SITE is owned wholly by the MEMBER. Only after acceptance of this MEMBERSHIP AGREEMENT followed by CONTENT LICENSE AGREEMENT may you upload or download CONTENT.

11.5. You acknowledge and agree to keep confidential your Membership Name and Membership Password selected by you and approved by MOSTPHOTOS. You must ensure that any password(s) allocated to you are kept secret and secure. Your Membership Name and Membership Password are personal to you and may not be shared with, or transferred to, any other person or entity. You agree that you shall not disclose such Member Name or password to any other party without the written permission of MOSTPHOTOS.

11.6. You acknowledge and agree that you will be entirely responsible for any and all access or use of the membership portions of THE SITE that occurs under your Membership Name and such passwords, and that MOSTPHOTOS is authorized to accept your Membership Name and password as conclusive evidence that you have accessed or utilized the membership portions of the SITE. You acknowledge that such password(s) are unique to you and that, although MOSTPHOTOS does have the ability to require password(s) to meet certain requirements (such as a minimum or maximum number of characters) and to reset such password(s), MOSTPHOTOS does not have the ability to access the password(s) themselves.

12. RULES OF CONDUCT

12.1. You may use THE SITE for lawful purposes only. You agree that when uploading or communicating via THE SITE you may not use THE SITE to post, transmit or otherwise distribute unlawful material.

12.2. You expressly agree and acknowledge abiding by the following:

- You shall not defame, abuse, harass, threaten or otherwise violate the legal rights of others or of any third party included in MOSTPHOTOS.
- You shall not in any manner publish or post any inappropriate, defamatory, infringing, obscene, racist, terrorist, politically slanted, indecent or unlawful topic, name, material or information.
- You shall not upload or otherwise make available, files that contain images, photographs or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless You own or control the rights thereto or have received all necessary consent to do the same.

- You shall not falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or other material contained in a file that is uploaded.
- You shall not upload files that contain viruses, trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- You shall not download any file posted that You know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- You shall not use any CONTENT or other information obtained through THE SITE in a manner that is competitive with THE SITE or MOSTPHOTOS.

You acknowledge and agree that Forums are public and not private communications. You acknowledge and agree that the Third Party Content is not created or endorsed by MOSTPHOTOS. Further on, MOSTPHOTOS reserves the rights, for any reason and its sole discretion; remove without notice any communication, content or other material uploaded to THE SITE.

You also agree that you shall not use the Web Site for any purpose(s) that is unlawful or prohibited by the TERMS OF USE. You shall not use MOSTPHOTOS in any manner that could damage, disable, overburden, or impair THE SITE or interfere with any other party's use and enjoyment of any services associated with THE SITE. You shall not attempt to gain unauthorized access to any section of the Web Site, other accounts, computer systems or networks connected to any MOSTPHOTOS server or to any of the services associated with THE SITE, through hacking, password mining or any other means. You shall not obtain or attempt to obtain any CONTENT or information through any means not intentionally made available through THE SITE.

13. MANAGING CONTENT

13.1. MOSTPHOTOS does not and cannot review all communication, CONTENT and material posted or uploaded to the MOSTPHOTOS website and is not responsible for the content of this communication, materials or CONTENT.

MOST PHOTOS reserve the right to delete, move or edit any of the above that it may determine, in its sole discretion, violates or may violate MEMBERSHIP AGREEMENT or any other terms or conditions.

14. CONFIDENTIAL INFORMATION

14.1. In order to protect confidential information obtained by entering MEMBERSHIP AGREEMENT and the use of THE SITE, you agree that during the terms of this MEMBERSHIP AGREEMENT you shall not use or disclose any such CONFIDENTIAL INFORMATION, that means, for the purpose of this MEMBERSHIP AGREEMENT, any and all data, information, documents or materials relating to the business and management of MOSTPHOTOS, and its members or any other third party involved that is designated as confidential or ought reasonably considered confidential, including but not limited to, their working model and operations, process, products, designs, pricing, promotions, research, finances, development, stuff, clients, site belonging to others and other intellectual property.

15. TERM AND TERMINATION

15.1. This MEMBERSHIP AGREEMENT is effective until terminated. You may terminate this Agreement at any time, with or without cause, by emailing us or by giving us written notice of such termination acceptable by MOSTPHOTOS, which enables confirmation of your identity and your intention to terminate. MOSTPHOTOS may terminate this Agreement at any time, with or without cause, by giving you written notice of such termination, which is effective immediately including the availability of any feature, database or content, without prior notice or liability. You must continue to accept, confirm, and fulfill all orders that you may have placed prior to the effective date of termination.

16. LIMITATION OF LIABILITY

16.1. MOSTPHOTOS SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER AND SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THIS WEB SITE OR THE INFORMATION CONTAINED IN IT, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF MOSTPHOTOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS ARE INAPPLICABLE.

17. AGE AND RESPONSIBILITY

17.1. You represent and warrant that you are of sufficient legal age to use THE SITE and to create binding legal obligations for any liability you may incur as a result of the use of THE SITE. You agree to be responsible for all of your use of THE SITE (as well as for use of your Member Name and password(s) by others, including without limitation, minors living with you). You agree to supervise all usage by minors of the Site under your name or account.

17.2. If MOSTPHOTOS is obliged to go to court, rather than arbitration, to enforce any of its rights, or to claim any fees, you agree to reimburse MOSTPHOTOS for its legal fees, costs and disbursements if MOSTPHOTOS is successful.

18. GENERAL

18.1. You specifically agree and acknowledge that you have, in addition to the terms of this Agreement, reviewed the terms of the MEMBERSHIP AGREEMENT and TERMS OF USE and any other agreements which may be incorporated by reference therein, and to the extent of their incorporation in this Agreement you agree to be bound by them.

18.2. MOSTPHOTOS failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

19. ACKNOWLEDGEMENT

19.1. You acknowledge that you have read and understood the terms of this Agreement and that you accept to be bound by its provisions. You further agree that it is the complete and exclusive statement between you and MOSTPHOTOS, which supersedes any proposal or prior agreement and

any other communication between you and MOSTPHOTOS relating to the subject of this MEMBERSHIP AGREEMENT.

20. TERMS OF USE FOR PHOTO SELLERS

20.1. This agreement regulates the relationship between the provider of the services available at THE SITE, Mostphotos AB, Kopparbergsvägen 8, 722 13 Västerås, Sweden, (hereinafter referred to as MOSTPHOTOS) and the provider of CONTENT, registered through a membership, to the service made available through the membership (hereinafter referred to as "SELLER"). By completing the registration procedure, the subject is considered as being a SELLER and must abide to the following rules as accepting this agreement in its entirety. By entering into this agreement SELLER is also bound by all other applicable provisions in TERMS OF USE OF THE SITE, SELLERHSIPAGREEMENT and CONTENT LICENSE AGREEMENT.

20.2. The SELLER assures that he or she has the legal capacity, or consent, to enter into an agreement, which creates legally binding obligations and will answer to use of the services provided by MOSTPHOTOS. The SELLER shall answer to all obligations that follow with a use of the services, including, but not limited to, misuse or unauthorized use of SELLER's account. In the event that person using the services does not hold the appropriate age for entering into legally binding agreements, it is expected that the person gains permission from its parent (or equivalent), regarding use of the service under the hereby established provisions.

20.3. The SELLER shall provide MOSTPHOTOS with current, true, updated and complete information regarding name and contact information in the registration procedure. More than one account by one SELLER is not permitted. Any SELLER found registering more than one account or creating false accounts to improve contest winning odds, or for any other reason, may have its SELLERSHIP terminated without prior warning. The SELLER must also keep its information current, true, updated and complete throughout the duration of the membership. Any amendments to this agreement will be published on www.mostphotos.com and communicated via e-mail to the SELLER.

20.4. The SELLER is obligated to keep its password secret and secure in order to minimize the risk of unauthorized use by others. All actions taken by means of use of SELLER's account make the SELLER who is holder of the account fully responsible.

20.5. By entering into this agreement, the SELLER accepts the administration of its personal information. The SELLER hereby accepts the use of the information for relevant purposes. By entering into this agreement the SELLER is considered to have accepted administration such as, but not limited to, storage and treatment of information related to the SELLER in accordance with laws and regulations in order to facilitate the administration of its membership with MOSTPHOTOS.

20.6. 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.

20.7. By registering for membership, SELLER is allowed access to MOSTPHOTOS services regarding uploading and storage of CONTENTS at MOSTPHOTOS, for making available and marketing of CONTENT to a third party.

20.8 SELLER understands and agrees that MOSTPHOTOS or its authorized agents may collect and maintain the personal information entered by the SELLER and/or USER, including but not limited to:

- First and last name
- Gender
- e-mail address
- Birth date
- Telephone number

MOSTPHOTOS takes technical and organizational measures in order to protect all personal information. Information given is used for administrative purposes and will not be transferred for any uses not connected with the interests of MOSTPHOTOS.

21. OBLIGATIONS

21.1. Every SELLER is wholly and fully responsible for all material that the SELLER transfers to, uploads or makes available by means of the service and the SELLER's account or in any other way.

21.2. It is strictly forbidden to make available any CONTENT of a pornographic, racial, hateful, harassing or in any other way of abusive nature. MOSTPHOTOS holds the final decision as to what is to be considered as such material and its decision is final and cannot be appealed. Every kind of making available of such CONTENTS may result in legal enforcement and the abolition of all rights connected with the services provided by MOSTPHOTOS, including banning for future membership and use of its services.

21.3. SELLER is not allowed to, under any circumstances; make available CONTENT to which SELLER does not hold all rights. All CONTENT may be regarded as a copyright protected work, as well as a photographic work. Under both these regimes, any potential rightful owner of the right must have given its consent to its making available on MOSTPHOTOS. This also involves contributors whose contributions are visible in the CONTENT without taking the CONTENT themselves. In addition, reproductions of actual objects visible in the CONTENT may require consent of its right holders. The SELLER is solely responsible for acquiring every such consent necessary prior to any making available of CONTENTS of such nature.

21.4. SELLER is not allowed to, in any way, act in a destructive manner by means of unmotivated grading, offensive criticism, offensive or wrongful comments or in any other way disseminate offensive contributions. SELLER is not allowed to disseminate marketing, spam or unsolicited material to members of MOSTPHOTOS.

21.5. MOSTPHOTOS reserve the right to exclude and remove CONTENT(S) and also modify contributions in forums and critiques of CONTENT(S).

21.6. MOSTPHOTOS is not able to accept any responsibility for any SELLERS tax-declarations regarding CONTENT(S) sold or any other form of remuneration connected to services provided by MOSTPHOTOS.

21.7. MOSTPHOTOS will receive a commission of up to 50% of the price on every CONTENT that is sold using the provided service or sale in connection therewith.

21.8. The price, is the price given at the point of sale.

21.9. No taxes or fees of any kind connected with the use of the services on THE SITE are to be covered by MOSTPHOTOS.

21.10. MOSTPHOTOS reserve the right to terminate a membership and/or block a member without stating the reasons therefor.

22. MODEL RELEASES

22.1. All CONTENTS that a SELLER uploads portraying identifiable individual or individuals must be followed by a "Model Release" or other necessary clearance, consisting of a signed document where the subject/subjects represented in the CONTENT gives its/their consent for the photography to be used and sold. Each and every one being identifiable in CONTENT is to be considered a model and each CONTENT that contains a person or persons whose face or body is visible must be followed by a model release. The same requirement may be applicable for certain types of property. If you do not have a model release for CONTENT described as above, we urge you not to upload the CONTENT.

22.2. MOSTPHOTOS is not able to accept any responsibility or obligations of any form regarding SELLERS model releases, copyright infringements or other wrong doings of any kind.

23. SECURITY AND DISCLAIMER

23.1. MOSTPHOTOS is acting at the fullest of its abilities to avoid data getting lost. In the eventuality of system failure and possible non-reparable loss of digital CONTENT on SELLERS account, MOSTPHOTOS is not able to accept any liability for any loss or damage resulting from such system failure. SELLER is obligated to keep back-up copies of material forwarded to MOSTPHOTOS. In the event of system failure, SELLER will be provided the opportunity to upload any material being affected by such loss of data.

23.2. MOSTPHOTOS is acting at the fullest of its abilities to keep the provided service free from destructive activities, trespassing and criminal activities. In the event of manipulation of a SELLERS account caused by any third party, MOSTPHOTOS cannot accept any responsibility related to losses of any kind. MOSTPHOTOS recommends all its SELLERS to collect any funds from its account on a regular basis.

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

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

23.5. By entering into this agreement SELLER accepts that it may not hold MOSTPHOTOS responsible for any damages, losses, costs, infringements of intellectual property or any other occurrence of any kind, or on any other ground.

24. INTELLECTUAL PROPERTY

24.1. All intellectual property rights connected with the services provided by MOSTPHOTOS, such as, but not limited to, copyrights, designs, trademarks shall always stay with the provider of the service and not be used without its written consent. All types of infringements will be enforced.

24.2. The CONTENTS displayed as previews do not hold any kind of markings. The resolution of these CONTENTS is low and SELLER is aware that these CONTENTS may be downloaded by other SELLERS and visitors. If it is brought to the attention of SELLER that CONTENT is being used without prior consent, SELLER may under current laws enforce such misuse. MOSTPHOTOS can however not in any way participate or contribute with any kind of support in the event of infringement.

24.3. The SELLER agrees to the terms of use in the CONTENT LICENSE AGREEMENT for NON EXCLUSIVE and ROYALTY FREE CONTENT being the object for the providing of services of MOSTPHOTOS. The copyright stays with the SELLER unless otherwise negotiated between the parties by means of written agreements. All CONTENTS available through MOSTPHOTOS are protected by international and national copyright laws and all forms of use of CONTENT(S) must be executed under the provisions given in the respective license. No sale, reproduction nor modification may be executed without the consent of SELLER. MOSTPHOTOS makes available primarily user generated content and all uses must abide to this agreement and the LICENSE AGREEMENT FOR THE USE OF MOSTPHOTOS. All deviations from above must be followed by a written permission from the photographer or rightholder to the CONTENT.

25. CONTENTS offered as ROYALTY FREE

25.1. CONTENT offered as ROYALTY FREE shall be sold for an established amount of money and with a few restrictions as stipulated in the CONTENT LICENSE AGREEMENT. CONTENT that is advertised as ROYALTY FREE can be sold many times to different buyers. All ROYALTY FREE CONTENTS are sold to one fixed price decided by Mostphotos. ROYALTY FREE CONTENTS can be advertised and sold on other places simultaneously as they are advertised and sold at MOSTPHOTOS. If you are unsure whether the photographers copyrights are violated, please contact the photographer and ask before uploading the CONTENT. All deviations from above must be followed by a written permission from the photographer.

25.2. SELLER transfers the right of setting the price to MOSTPHOTOS for CONTENTS in the ROYALTY FREE category.

25.3. ROYALTY FREE NON EXCLUSIVE CONTENT may simultaneously, be offered by the SELLER, for sale in any other circumstance and in any other way.

26. RESTRICTIONS AND LIMITATIONS

26.1. The restrictions and limitations regarding CONTENT is in addition to these terms stipulated in the CONTENT LICENSE AGREEMENT.

26.2. It is not allowed to publish CONTENT, which SELLER does not hold the copyright for or has gained consent for, uploads CONTENTS of an offensive nature (according to MOSTPHOTOS), posts contributions on forums that may infringe any intellectual property rights, uploads material that may harm the function of MOSTPHOTOS, erases material without permission, downloads CONTENT that may be infringing copyright or in any other way uses information from MOSTPHOTOS for the benefit of other purposes. By entering into this agreement, SELLER accepts uses that do not violate or harm the rights of MOSTPHOTOS or its users.

26.3. MOSTPHOTOS is not capable of supervising uploaded content and cannot be held responsible for any infringements of any kind. SELLER is responsible for all material uploaded and all actions taken by the use of that SELLER'S account.

26.4. MOSTPHOTOS cannot be held responsible for any material causing harm in any manner, including, but not limited to, viruses, spyware, Trojans or malware of any kind.

27. DURATION AND TERMINATION

27.1. This agreement is to be considered to be binding and in force for the duration of the membership.

27.2. This agreement is no longer binding on any party in the event of a membership being terminated, regardless of the reasons there for.

27.3. Termination of agreement and membership may be executed by either party and is valid and executed on the day of communication by either party of this agreement.

28. PAYMENT

28.1. If payment on SELLER'S account is not claimed prior to the closing down of the account and termination of membership, for any reason, SELLER may not forward any claims regarding remuneration to MOSTPHOTOS. Any outstanding claims from MOSTPHOTOS on SELLER are NOT terminated by the termination of this agreement.

29. DISPUTE RESOLUTION AND CHOICE OF LAW

29.1. 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.

29.2. MOSTPHOTOS claims the right to alter or modify the content of this agreement regarding TERMS OF USE FOR SELLERS, however not without a prior communication. Every SELLER is obliged to make itself aware of its content.

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