

# **Pixstel Royalty Free License Agreement** Sep. 26<sup>th</sup> 2010

1. This license is a legal agreement under the laws of the United Kingdom between the Buyer, Licensee and Pixstel. This license applies to content purchased through the
  - a. Pixstel high resolution download service and
  - b. Products purchased from Pixstel via the Photobox Pro Gallery Service.
2. The Buyer may be
  - a. You, acting as a private individual or sole trader. In this case you are the Licensee
  - b. You, as an agent for your employer/client. In this case your employer or client is the Licensee. If the image is used for multiple clients, a separate image and license must be purchased for each client.
3. Content includes both the image acquired through the Pixstel distribution channels defined in (1) and any and all data associated with the image on the Pixstel website

## **4. Grant of Rights**

In return for the Licensee's payment of the purchase fee, and subject to adhering to the terms of this license, Pixstel grants the Licensee a non-exclusive, non-transferable right to use the content for the purpose listed below.

## **5. Permitted Use of Downloaded Images**

This license allows unlimited editorial use of the image and associated data in print publication, web pages and multi-media presentations subject to the following conditions.

- a. Downloaded image files or derivations may not be sold, lent or redistributed to third parties aside for the purpose of producing the Licensee's products or publications.
- b. For digital publication, the resolution of the image must not exceed 900 x 900 pixels.
- c. Data associated with the image is provided in good faith. Pixstel does not accept liability for issues arising from its use. You are advised to check the data before publishing.
- d. The Licensee is required to take reasonable precautions to secure the high resolution image file and prevent unauthorized use.
- e. Images may be cropped or otherwise altered to meet the requirements of publication provided this does not misrepresent the subject or Pixstel
- f. Published images must be credited to "[photographer] @ Pixstel" next to the image. If the layout precludes this, a credit elsewhere in the publication will be deemed acceptable.
- g. The image provided is for editorial use only. Editorial use includes any publication of the image which is educational or journalistic in nature.

- h. In addition, Pixstel small file downloads may be used for the advertising of personal property by the owner (or appointed agent) provided the image does not exceed 900 x 900 pixels when used in digital media or 3 x 3 inches in printed media.
- i. The licensee may not:
  - i. Use Pixstel images in a defamatory manner
  - ii. Redistribute the image by means other than those permitted by this license
  - iii. Alter content such as to misrepresent Pixstel or Pixstel photographers.
  - iv. Publish content in regions in which the content is deemed illegal or offensive
  - v. Use downloaded images for commercial use (including the creation, advertising or promotion of products or services). For commercial use, please contact Pixstel to arrange an appropriate license.

## **6. Use of Prints obtained through the Photobox Pro-Gallery Print Service**

Images held in the Pixstel gallery on the Photobox Pro Gallery service are for producing prints and products for personal use only.

- a. Prints and products obtained through the print service may not be resold or redistributed for commercial gain.
- b. Prints may not be published or reproduced.
- c. Prints are produced and distributed by Photobox.co.uk. All purchases will be additionally subject to the Photobox terms and conditions.

## **7. Refunds**

- a. All images are available as a free proofing file identical to the download file aside from the addition of watermarks. The Licensee is responsible for ensuring the image is fit for purpose. Pixstel will not provide refunds on grounds of suitability or quality.
- b. In the case of failed downloads due to technical problems Pixstel keep the image available for download at no cost for 30 days. If necessary, and at Pixstel's discretion, the image may be supplied by other means.
- c. Prints and products delivered through the Photobox Pro Gallery service are subject to the Photobox refund policy. All issues must be addressed to Photobox in the first instance.

## **8. Liability**

- a. Pixstel's liability is limited to the content of the image being as described and being the copyright work of the named photographer.
- b. Pixstel accepts no liability for any use the Licensee may make of the image

## **9. Indemnity**

The Licensee agrees to defend, indemnify and hold Pixstel and Pixstel photographers harmless from all claims, damages, liabilities, costs and expenses arising from the use of the content by the Licensee.