



Terms & Conditions of Pixstel Membership Feb 23rd 2011

“Pixstel” is a group of independent photographers who have elected to sell selected images through the Pixstel name via a common website and in accordance with the terms set out below.

Pixstel is owned by Colin K. Work who is responsible for operating the business. Members are considered associates functioning as independent agents. Pixstel is not responsible or liable for members' conduct.

These terms apply to any member with pictures held on the Pixstel service. Changes to these terms are subject to the majority agreement of existing members.

1. The Pixstel 'Philosophy'

We are more interested in quality and variety than we are about quantity. We want to keep Pixstel lean and avoid the 'bloat' and redundancy and give members the best opportunity of making a sale in their 'specialist' area

Unlike most libraries, Pixstel gives the photographer a high degree of freedom as to which images are held in the collection, but with that comes the responsibility to make objective evaluations of your own work. You are also expected to consider whether the image makes a useful contribution to Pixstel with regard to the material we already hold.

Photographers are expected to check the database for similar subjects before uploading, and only add an image if

- i. it is of a new subject
- ii. is a different angle (or has a different 'look') to an existing image of the same subject
- iii. is of better quality than the existing image(s).

There are no rewards at Pixstel for having the most images, and we believe it is in the photographer's interest use only their best pictures in their online portfolio. Of course some degree of subject duplication is inevitable and will usually be a problem. If a member is seen to consistently disregarding the Pixstel philosophy they may be requested to leave .

2. Membership Eligibility

- i. Membership to Pixstel is by invitation. Candidates will be vetted existing members.
- ii. Candidates must demonstrate an ability to produce images of sufficient quality
- iii. Candidates must be prepared to produce images which compliment the existing collection
- iv. Candidates must be willing to provide accurate descriptions of supplied images.

3. Probation

- i. At the discretion of Pixstel new members may be asked to complete a probation period. During probation there will be some restrictions on rights and benefits, noted below.
- ii. If after passing probation a member's performance falls below the expected standard, the member may be placed on probation until Pixstel standards are met.

4. Members' Obligations and Responsibilities

- i. Members are expected to make clear to Pixstel their areas of interest and expertise.
- ii. Members are expected to contribute primarily in their declared areas of expertise. Images in other areas are acceptable if the images are complimentary and of a suitable standard.
- iii. Members are expected to promote Pixstel and not undermine the work of other members.
- iv. Members must use the Pixstel mailing group for all business except confidential matters which should be sent to Colin Work directly. Members must read the mailing list regularly to stay aware of activities and contribute to group decision making.
- v. Members will ensure that they only contribute images for which they hold copyright and have unrestricted rights for reproduction.
- vi. Members agree to Pixstel retaining full use of submitted images for 30 days following their leaving Pixstel for whatever reason.
- vii. Individual images may be removed from Pixstel with 30 days notice, unless an earlier withdrawal is agreed by the membership as described in section 7.
- viii. Members agree to submitted images being sold according to Pixstel's terms .
- ix. All correspondence pertaining to Pixstel's business operations is confidential.

5. Pixstel's Obligations and Responsibilities

- i. Pixstel will undertake to provide a secure hosting service for members' images
- ii. Pixstel will, barring unforeseen events, provide 24/7 access for images hosted by Pixstel
- iii. Pixstel will inform members of requirements and provide appropriate guidance
- iv. Pixstel will consult with members on
 - a. Material changes to policy or service
 - b. Special arrangements with clients not covered by this agreement
 - c. Changes in standard pricing (where possible)
 - d. Changes to the Pixstel membership
- v. Pixstel will provide clear accounts showing the sales of individual members and summarized accounts of the overall service
- vi. While Pixstel does not track "hits" on individual images, regular summaries of overall usage will be provided.
- vii. Pixstel will take reasonable measures to prevent copyright theft, and if possible assist members seeking redress for copyright infringement.

- viii. Pixstel may review any member's contributions/activities and request a member leave if the majority view is that individual's continued membership is detrimental to the service.
- ix. If requested, Pixstel will take reasonable measures to ensure the anonymity of a member.

6. Membership Privileges and Benefits

- i. Members may upload images of their choosing (subject to section 1 & 3) in unrestricted quantities. Members will abide by any guidance provided by the system administrator
- ii. Members have sole responsibility for assessing the aesthetic merit of their images. No screening or moderation will be applied (except during probation).
- iii. Members retain sole copyright for all images (unless by prior mutual agreement). Members may use submitted material elsewhere with no restrictions. But note that other agencies may not permit the submission of material hosted on Pixstel.
- iv. Members (unless in probation) may edit the data entries for their images at any time
- v. Pixstel will not normally organize access to events but members may use Pixstel materials to organize their own access. Pixstel will assist where possible.
- vi. Members may purchase prints and other merchandise from Pixstel at cost price.
- vii. If desired, Pixstel members may use the Pixstel name in self- promotion provided such use does not bring the service or fellow members into disrepute.

7. Acceptable Images & Content

- i. Images must conform to the technical requirements listed in section 8. Any image not meeting these requirements will be removed, and the member advised of the problem.
- ii. As Pixstel does not moderate images prior to publication, members are expected to be 'self-moderating' and apply the principles described in section 1.
- iii. The Pixstel membership is responsible for the overall quality of the collection and may request images be withdrawn on grounds of excessive duplication or poor quality. Affected photographers will have the chance to justify the retention of contested images.
- iv. Members must provide captions, descriptions and indexing data for their images. The editor reserves the right to make changes correct errors or improve consistency.
- v. Images may be included in more than one collection. The Pixstel editor reserves the right to include an image uploaded to one collection in additional collections
- vi. Pixstel may conduct reviews of the database content with the objective of removing lesser quality or redundant material. Members agree to participate in such reviews and abide by decisions made by the membership.

8. Technical expectations

- i. Images supplied must be produced using large sensor * digital camera or quality film scanning equipment,
- ii. Images dimensions shall be a minimum of 3000px and a maximum of 3600px (measured on the longest side). Maximum file size is 10mb
- iii. Images shall be supplied in jpeg format, uncompressed, using the sRGB colour space
- iv. Interpolated (upsized) images are not acceptable without prior agreement of the editor.
- v. Photographers will take every care to ensure that images are of good technical quality.
- vi. Composites or other digital manipulations are accepted provided substantial alterations to reality are noted in the image description.

9. Sales and Remuneration

- i. Pixstel will sell images through
 - a. Direct downloads of high resolution images from the website
 - b. Prints and merchandise through commercial printing services.
 - c. Direct interaction with clients.
- ii. Members will receive 75% of any fees paid to Pixstel *except print products* (see 9iv) made via direct download. The fee charged to the client is variable, but will be at least that stated on the website unless agreed otherwise with the photographer.
- iii. Members will be given an online record of individual image sales (excluding prints) listing the client, image used and fee paid. Reasonable efforts will be made to determine how the image is used and/or obtain copies of publications but is not guaranteed.
- iv. All revenue generated through print product sales will be used toward Pixstel's marketing and infrastructure costs.
- v. Print product sales revenue will be periodically reviewed. Should income exceed reasonable marketing requirements, the membership shall collectively agree an appropriate allocation of surplus funds.
- vi. Images may be used by Pixstel free of charge for promotional purposes. Members will be consulted with regard to any other free or discounted use.
- vii. Payments to members will be made quarterly, based on funds received by Pixstel. Method of payment will be agreed with individual members. Members will be responsible for any bank charges or other fees incurred by the agreed method of payment.
- viii. Members are responsible for their personal tax arrangements. Pixstel will produce accounts to meet the requirements of UK Taxation legislation.

* Large sensor is currently defined as Micro 4/3rd format or larger