

Lizenzbestimmungen

Terms and Conditions of Agreement for Pictures from Maskot Bildbyrå AB

Pictures from Maskot Bildbyrå may only be used after acquisition or permission from Maskot Bildbyrå. With few exceptions, the pictures may be used thereafter in all forms and contexts, and during an indefinite period of time, irrespective of area of use. When the user of the picture approves the terms and conditions given here, and downloads the picture, an agreement is entered into between the user of the picture and Maskot Bildbyrå.

§ 1 Use of pictures

After the user of the picture has approved these terms and conditions on www.maskot.se, and has received the picture, the user of the picture may use the picture, with the exceptions that follow hereafter, in all forms and contexts, and during an indefinite period of time, irrespective of area of use. The user of the picture may additionally change a picture's content or form, with the exceptions that follow hereinafter

The exceptions in which pictures from Maskot Bildbyrå may not be used by the user of the picture apply to such circumstances as are illegal, pornographic, misleading or obscene.

The user of the pictures may also not use the pictures in such a way as can cause offence or be offensive for those persons who take part in or feature in the pictures.

Pictures from Maskot Bildbyrå may be used and be accessible for up to 10 persons in the organisation (or equivalent) that has acquired the picture.

§ 2 Rights of ownership and copyright

Rights of ownership and copyright of pictures from Maskot Bildbyrå remain the

property of Maskot Bildbyrå, also after the user of the picture has agreed to these terms and conditions on www.maskot.se and received the picture.

§ 3 Prices

The prices for pictures from Maskot Bildbyrå are the prices stated on www.maskot.se at the time of purchase, unless another price has been agreed with Maskot Bildbyrå.

§ 4 Delivery of picture

It is incumbent upon the user of the picture to make such repositioning, reproduction or corrections required for a good printing result, as necessary, in pictures delivered from Maskot Bildbyrå.

§ 5 Damaged, lost or missing pictures

The user of the picture has the right to download a purchased picture from Maskot Bildbyrå an unlimited number of times, provided that the user of the picture logs in on www.maskot.se. If a picture is damaged, lost or missing, the user of the picture can log in on www.maskot.se to download the picture again under Mitt konto.

§ 6 Cancellation of order

In the case of cancellation of order of a picture within 30 days from purchase, the purchaser is under duty to pay half of the purchase sum to Maskot Bildbyrå and may thereafter not use the picture.

§ 7 Payment

Terms of payment for invoice are 20 days net. In the case of delayed payment, a reminder charge will be debited.

§ 8 Onward sale and transfer

Pictures from Maskot Bildbyrå may not be sold onwards or transferred to another.

§ 9 Contractual penalty

If the user of the picture uses an acquired picture or utilises it in some other way contrary to the stipulations of this agreement, and after Maskot Bildbyrå has objected to this procedure, yet does not rectify the matter, a contractual penalty shall be due to Maskot Bildbyrå of a sum which shall amount to 2 basic price amounts according to the National Insurance Act (1962:381) as from 1970, for each occasion.

§ 10 Damages

If the user of the picture should cause Maskot Bildbyrå loss or damage of any kind whatever, through his use of the acquired picture, Maskot Bildbyrå shall have the right to demand damages from the user of the picture, which shall be determined to a sum equivalent to both material and immaterial loss or damage which arises for Maskot Bildbyrå.

§ 11 Disputes

Disputes concerning the interpretation or application of this agreement shall be determined by the Stockholm District Court as first and only instance, and with application of Swedish law, unless Maskot Bildbyrå and the user of the picture are in agreement on another forum.