

# Lizenzbestimmungen

## License agreement

### Prices

Images made available by Folio Bildbyrå may only be used after acquisition or permission by Folio Bildbyrå. When the client downloads an image or in any other way acquire an image from Folio Bildbyrå, the client thereby enters into the contract between the client and Folio Bildbyrå and the terms of agreement of the contract precised hereby are accepted by the client.

## §1 Granted Rights and Limitations

Images may only be used in the way and to the extent as has been agreed upon at the time of ordering. The agreed upon use of the image comprises a one time right of use in Sweden during one year starting on the date of order confirmation if no other agreements have been made between the client and Folio Bildbyrå. If a client wishes to re-utilize an image, the client has to contact Folio Bildbyrå for a new contract of image use before print. The exception of use of images furnished by Folio Bildbyrå include any situations that are considered un-ethical by the Code of Ethics for Press, Radio and Television in Sweden.

Use of images on which a model appears may not be published in connection or context of sex, politics, weapons, tobacco or medicine, without the prior written

approval of the model and Folio Bildbyrå. Use of images on which a model appears in such a way and matter that the average observer would not consider it to be flattering or consider it to be controversial shall only be permitted subject to Folio Bildbyrå's prior written approval. Rendering of images should be as close as possible to the original image provided by Folio Bildbyrå. Any significant changes in the image content or shape, such as color changes, image cropping, image retouching, and digital manipulations may not be done without the written approval of Folio Bildbyrå prior to print. Use of Images must be accompanied by the following credit line: Photographer/Folio

## **§2 Copyright**

All images on Folio Bildbyrå are copyrighted. Folio Bildbyrå and its Photographers own all rights to the images. All rights not specifically granted to you by this agreement are reserved. Your rights to reproduce an image is subject to the restriction set forth in this agreement, and is conditioned upon full payment of the license fee prior to your reproduction of the image. No ownership interest or copyright in any image shall pass to you by download of an image or by granting the license to reproduce an image.

## **§3 Delivery of Images**

The image provided is "as is", Folio Bildbyrå is not liable for such changes, corrections, or repro that are needed for a good printing. Folio Bildbyrå is not liable to the client for an unsatisfactory printing and do not compensate the client in such case.

## **§4 Refund Policy**

Cancellation of purchase within 30 days of date of purchase the client is charged half of the license fee by Folio Bildbyrå and use of image is terminated. Cancellations at a later date than 30 days are subject to full license fee by Folio Bildbyrå.

## **§5 Fees, Charges and Costs**

Costs for use of images are detailed in the invoice and are based on the fee list provided on [www.folio.se](http://www.folio.se), if no other arrangements have been made by the client and Folio Bildbyrå.

## **§6 Payment**

Invoices shall be payable within 30 days of the date of the invoice. After this period has lapsed, the client shall be considered to be in arrears with payment. For the duration of default, the client shall be required to pay interest totaling 8% on top of the amount outstanding.

## **§7 Limitation of Liability**

Folio Bildbyrå will not be liable by the client for any damages whatsoever, including without limitation, damages for loss of business profits, business interruption, loss of business information, or other monetary loss, arising out of the use of or inability to use the images. Folio Bilbyrå's images are non exclusive and therefore compensation claims for any damages incurred by the client are not viable against Folio Bildbyrå.

## **§8 Fines**

If images from Folio Bildbyrå are used without permission or an ordered image from Folio Bildbyrå is used outside of contracted terms, a fine will issued of the amount that is three times the cost of an equivalent image or ordered image, according to the current price list of Folio Bildbyrå.

## **§9 Damages**

If the client through the use of ordered image causes legal injury in any way to Folio Bildbyrå, the client is liable for damages to Folio Bildbyrå. Restitution shall be fixed at a rate that covers both material as well as immaterial damages caused Folio Bildbyrå.

## **§10 Conflict Resolution**

If any dispute should arise, between the client and Folio Bildbyrå, in conjunction or in connection to this contract, the dispute will be presented and tried at the court of law, Stockholms Tingsrätt.