



IMAGE LICENSE AGREEMENT Terms of service

The terms of purchase are between **Stock Photo Queen LLC** (hereafter known as '**SPQ**') and you, the customer (hereafter known as '**you**' or '**purchaser**'), purchasing image license for yourself or the company on whose behalf *you* are entering into this agreement. Together, *purchaser* and *SPQ* are known as '**the parties**'.

By downloading an image from SPQ, you agree to the terms of this legally binding agreement.

I. License rights

Images are licensed to *one person* or one person on behalf of a company. If purchaser owns multiple businesses, image may be used in each business without repurchasing. License is not transferrable. The parties agree that they grant each other worldwide, non-exclusive, limited rights to use the others' trademarks in promotional materials, including a public customer list.

A. Exceptions:

1. Agents

An agency may assume license on behalf of a client to use image in their project, provided they have full legal right and authority to bind their client to the terms of the license. (Example: A design agency licenses an image for their client's website.) The agency may not use licensed image for another client project.

2. Employees

An employee may obtain license on behalf of their employer provided they have full legal right and authority to bind their employer to the terms of the license.

II. Copyright, Delivery and Photo Credit

SPQ owns and retains full copyright of images. Delivery of image(s) will be to the email address provided by you. If you are unable to download the image, notify SPQ by email within seven (7) days and SPQ will resend to same email address. After seven (7) days, if the image file is lost or deleted by you at any point in time, it will need to be repurchased and will not be replaced by SPQ. Stock Photo Queen *appreciates but does not require* photo credit and social media tagging in image use. Examples of photo credits include: 'Image Credit: Stock Photo Queen' and 'Photographer: Katee Dee'. Stock Photo Queen has social media handles on Instagram, Pinterest and Facebook.

III. Image Usage and Restrictions

A. Examples of Possible Use:

articles, websites, business branding, blogs, social media posts, press-releases, marketing campaigns, advertisements, presentations, mobile applications, design

elements, creative layering, e-books, album art, e-publications, newsletters, editorial works, film, television, video, video-games, digital picture frames, printed materials such as books, magazines, cards, postcards, newspapers, brochures, promotional items, billboards, packaging, business cards, decorations for display

B. No Unlawful Use

Images may not be used in *unlawful, pornographic, defamatory, or what a reasonable person would consider offensive* context.

C. No Claiming Ownership

Purchaser may not falsely represent as your own work unless it has been modified to the extent that it is considered a new work.

D. No Redistributing

Licensed images are not to be given away, redistributed, provided access to, or resold to a third party or used in templates.

1. Exceptions:

Image may be given to third parties for creating the final project for which the image was chosen for. For example, an agent designing a website, a printing house, and recipients of a press release.

E. Images with Models Restrictions

Images with models must be not be depicted in a context that would be considered 'adult entertainment' (examples include pornography, escort services, fetishes, adult entertainment venues, etc). Images with models may not be used to represent a sexually transmitted disease. Images with models representing other medical conditions *must include a disclaimer* that the person in the image is a model and not an actual patient.

IV. Image Licenses Types

All images come with an unlimited, perpetual, non-exclusive, non-sub-licensable standard worldwide license to use, modify, display, reproduce, broadcast, print and publish the image in any way that is not restricted by US Copyright and SPQ license terms.

V. Non-Infringement and Accuracy

To the best of SPQ's knowledge, SPQ has not violated any trademarks, moral rights, or infringed upon a third party's intellectual property. As of the date of this Agreement, no written claims have been asserted against Stock Photo Queen LLC by any person or entity as to the use of any of the items outlined above. SPQ has obtained model and property releases when required for use of the content in the manner outlined in this agreement. Although SPQ has made commercially reasonable effort to ensure the accuracy of keywords and descriptions, accuracy is not guaranteed. *Titles may be of creative nature and do not necessarily represent content in image.* It is the responsibility of the purchaser to not take any action with the work that infringes upon any third party trademark, moral rights, or intellectual property, whether in original or modified form or combined with other works. *SPQ shall not be liable for any claims, harms, or damages related to or resulting from your use of the images.*

A. Content Removal

SPQ may remove content at its sole discretion. If SPQ has removed an image due to a claim of infringement that SPQ is liable, purchaser will be notified by email to remove it from use immediately and delete any copies of it at your own expense. Purchaser will also notify any other parties who have had access to it to do the same. SPQ will not refund the original image, but will provide you with a different image of your choice at no charge.

VI. No Warranties

SPQ makes no representations or warranties including, but not limited to, usefulness, non-infringement, or quality. All sales are 'as is' and purchaser assumes risk of image. All purchases are final. SPQ does not guarantee that the image will be error-free. Some images may require additional modification by purchaser to suit needs or to protect from infringement.

VII. Limitation of Liability

Provided neither party breaches the terms of this agreement, the parties will indemnify and hold harmless the other party for any damages or liability from any third party claims resulting from any use of image(s) including legal fees. *Your Indemnification is conditional* in that it is your duty to notify SPQ in writing within 7 (seven) days from the date you reasonably should have known of the claim. You must include the details of the claim including usage of the content, contact information of the person making the claim, and copies of any correspondences sent and received in connection with the claim. Emails may be sent to hello@stockphotoqueen.com. SPQ's liability shall be no more than the purchase price of the image.

VIII. Governing Law and Arbitration

All taxes, regulations and legal considerations are governed by the laws of the State of New York, USA. Any claim or dispute relating to the Terms of Service or breach thereof should first be attempted to be resolved through customer service by emailing hello@stockphotoqueen.com. If an agreement cannot be reached, then the parties agree to settle in a final binding, confidential and individual (not class) arbitration by a single arbitrator rather than in court. The parties agree that arbitration shall occur within 60 (sixty) days from the date the dispute is originally brought to attention of the other party. The arbitrations and all documents shall be in English and shall occur in Saratoga County, New York. The decision shall include reasonable legal costs relating to the dispute for the prevailing party.

VIII. Severability

If a specific term of this agreement is found to be invalid, illegal, or unenforceable, that finding will be limited only to that item and will not affect the remaining parts of this agreement, which will remain in full force and effect.

IX. Waivers

This agreement is in its entirety and may not be changed except in writing and agreed upon by both parties. No other action by either party may be constituted as a waiver.

This agreement was last updated on 07.26.2021.