

Terms of licence (p. 1/3)

The terms stipulated herein shall be considered part of any agreement entered into with Link Image.

Licence

Images are allowed to be used under a licensing agreement with Link Image. The images will remain the sole and exclusive property of Link Image and their partners, unless otherwise expressly agreed upon in writing.

Payment

Payment must be made to Link Image within 10 days of receiving the invoice. In the event of a delay in payment, interest will be determined according to Swedish law and legislation. The licensee may not use the images until the license fee has been paid. In the event that the licensee proceeds to use the images regardless, an additional fee will be added of 10% of the licensing fee, and at a charge of not less than 1000 SEK.

Right to withhold the images and/or Rescind The Agreement by Link Image

If there is a reasonable cause to believe that the client has gone into liquidation or is close to bankruptcy, Link Image will not provide any images unless paid in advance. Link Image also reserves the right to refuse to deliver and/or rescind the Agreement. Furthermore, Link Image reserves the right to make these decisions at its own discretion.

Force majeure

Link Image is not liable for late deliveries of images if due to circumstances that are out of Link Image's control, such as natural disasters, war, civil war, riots, conflicts in the labor market, boycotts, delays in general communications, fire, flood or similar circumstances. Furthermore, Link Image is not liable for delays caused by theft, burglary, loss or destroyed goods of importance, action or negligence by authorities, new or changed legislation, major accident, grave illness or other impairment of working capacity, cases of death etc. The same applies if Link Image, for the above causes, is unable to deliver. If any of the above mentioned circumstances occur, Link Image is obliged to inform the client as soon as possible. If time is crucial for the client, they must set a final delivery time and date. If no last delivery date has been set, and/or when the hindrances have ceased or been removed, Link Image must deliver without delay.

Breach of agreement

Should Link Image break this Agreement, and the break is blatant or intentional, they are obliged to pay damages unless a correction is made within 7 days from the client's request thereof. The computation of the damages shall be limited to 50% of the payment. Damages will only be paid for loss, which by itself results in costs that exceed 10.000 SEK. Should Link Image be at fault in any other way, such as: delay, or quality not up to an expressly ordered standard, they have the responsibility to correct this

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fault as soon as possible from the date they have received the complaint. For the client to have the right to annul or rescind the Agreement, there must be a major breach of the Agreement by Link Image. Should the client violate this Agreement, and the violation is major, the client shall indemnify Link Image and its partners against all damages, losses and expenses that may occur as a result of such violation. For Link Image to have the right to annul or rescind the agreement, the client must be 30 days overdue with their payment, or have used the image licensed from Link Image in such a way that is unacceptable under the terms of this Agreement. Any claim for damages, annulment or to rescind the Agreement must be carried out in writing.

Applicable laws and resolution of disputes

Swedish law shall govern this Agreement, and its interpretation. Any dispute or complaints that may arise from, or be connected with this Agreement, or any breach, termination, annulment, rescission or invalidity of the same, shall be submitted and settled by a general court in Sweden, where Stockholm's Tingsrätt shall be the first instance.

Disclaimer

Where the client has failed to specify any particular demands for the image(s) ordered regarding the format, computer operating system or drives etc., Link Image will be devoid of any responsibility or liability. The same applies to any problems that may occur when using the images and/or any error or damages the image(s) files may cause to the client's computer or other devices.

Terms of usage

The terms herein stipulated shall be considered part of any agreement to use or utilize images in this database, unless exceptions are expressly agreed upon in writing. Link Image holds any legal or moral rights to the images, such as intellectual property rights or any issues that fall under the law of property. The terms by which the image may be used are further stated in the invoice that the client will receive together with the images ordered. If you wish to use images in a new way or context, or re-use the images previously agreed upon, in any way not stipulated in the original Agreement with Link Image, a new agreement must be drawn up.

Changes and manipulations

Any right to manipulate or alter the images in any way must be expressly agreed upon by Link Image. However the client has the right to change the actual size proportionally. Link Image must consent to any changes that affect the quality of the image.

Copies

While the client's order is being processed, the client may make copies in any medium necessary as sketch material. The client is not permitted to have, retain or keep on file any copy of the image(s) after

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the work is completed; this includes for archival purposes. All copies must be destroyed, regardless of the medium used. Any exceptions to these terms must be expressly stated in writing with Link Image and the client.

Return of licensed images

When the client has used the images as stipulated in their Agreement with Link Image, the client must return the image(s) to Link Image on the medium on which they have received the same within 30 days after their stated purpose for use has been completed.

Exclusive licensing

If the client would like to acquire an exclusive license to the image(s) of their choice in segments such as; time, geographical area and/or business, LINKimage will use it's best efforts to make unavailable the image(s) to the client's competitors.

Buy out

If the client would like to acquire the exclusive rights to the image(s) they desire in all segments, Link Image will use it's best efforts to not license or otherwise distribute the image(s) to any other customer.