

MSTOCK CONCEPTUAL PHOTOGRAPHY

www.mstock.com Terms of Use

Any image purchased through MSTOCK is sold with the agreement of the following terms and conditions. Please read these terms and conditions carefully, as you will have to agree to these terms to purchase images.

Definitions of Terms

"Royalty Free" (RF)

Images sold with unlimited use for a one-time fee. Although MSTOCK has images that allow for an extremely broad use, because we pay all of our artists a commission, we do not use the term Royalty Free.

"Broad Use" (BU)

This is the term we use to classify images that allows for an extremely wide range of use. A one-time fee is charged for the image and the use is limited only by the size of the file purchased, along with the other terms listed below. Broad Use images have the best value for the price. All BU images are sold on a non-exclusive arrangement. BU images may not be resold or used by more than the single client who purchased the use of the image.

"Rights Managed" (RM)

Images that are licensed on a use-by-use basis are referred to as Rights Managed. The exact terms of use must be spelled out to present a fee for licensing. All agreements can be made through e-mail or direct contact with one of our agents.

Editorial Use

Refers to images that will be used on a one-time basis for an editorial client with reference to an article, information or news worthy event.

Comps, Preview, or Spec.

MSTOCK allows for the downloading of images on our website for comp purposes. The images on the website are watermarked to protect the copyright. Non-watermarked images in our BU line of images may be purchase and used for the same low fee. In the case of RM images, special arrangements can be made or a low resolution version can be downloaded from the website for a nominal fee.

Use and Terms of License Agreement with MSTOCK:

The following is a legal and binding agreement between MSTOCK and the "licensee" (you, your parties, agents and contractors). This agreement applies to all images sold through MSTOCK, whether on-line through the web, over the phone, or through arrangements made in person or by contact with a sales representative.

Grant of Usage Rights

Unless otherwise specified, MSTACK will grant the Licensee the non-transferable, non-exclusive right to publish images as agreed to in the use contract specified on the invoice. As a reference, BU images will be sold with broad use of the given image. All license agreements are contingent upon timely payment of invoices. Use of Rights Managed images are strictly limited to terms agreed upon with regard to placement, type of use, time period, size of image in use, print run, expanse of territory and other restrictions allowed for in the use agreement.

Grant of Rights Specific to Broad Use Images:

Broad Use (BU) images may be used for an unlimited number of purposes from editorial to advertising. Usage of Broad Use images is only limited by the size of the file purchased. Images come in three size categories: Basic, Intermediate and Large. Basic is typically only for web use, but may also be used as a very small image in printed material. Intermediate is a large file size and may be used up to approximately 4x5 inches in 300dpi printed material. Large size would create a full size image for printed material. Purchase of smaller-size image and then attempting to increase file size with digital interpolation is strictly prohibited.

Grant of Rights Specific to Editorial Use:

Editorial use is granted one-time rights in a given publication for use with an article or related newsworthy story. Advertorial is a recent term used to describe an ad placement in a magazine or faux magazine that is created to appear like a magazine article. Advertorials are not considered editorial. Advertorial use is considered the same as advertisements in terms of license agreements and use of imagery.

Grant of Rights Specific to Comp Use:

Images may be used directly off the web with existing watermark for comp purposes. When comp use is granted for large-scale projects or with the MSTACK line of Rights Managed images, it is understood that the Licensee will not use the image for any other purpose than specific comp discussed and agreed upon. The file used to create said comp will need to be erased or destroyed immediately after disapproval of the given project. If the project is approved then specific arrangements will be made for the end-use of the image used for comp purposes.

Grant of Rights Specific to Rights Managed Images:

All images from MSTACK that fall under the category of Rights Managed will need to have the use fee negotiated on a per project basis. There are many variables in the fee structure of Rights Managed images. When the fee is negotiated the Licensee must be accurate in terms of the use structure and then adhere to the use structure as agreed. A deviation from that agreement may require an increase in fees or further negotiation. A known deviation from the agreed upon use will be considered a breach of contract.

Transfer of Use Rights

No transfer of use rights is granted to any licensee for any purpose or at any time. It is understood that "agent" or "agencies" may contract the use rights of an image for their specific client. However such a purchase may only be used for one client and is not

transferable to another client. Any manipulation or derivative work created by the use of an MSTOCK image may not be resold or reused without the expressed consent of MSTOCK.

Copyright

All images in the MSTOCK archive have copyrights held by the creator of the image. No transfer of copyright will take place through the purchase of license use rights of a given image whether Broad Use or Rights Managed. No transfer of copyright shall accrue through the manipulation or retouching of an MSTOCK image.

Copyright Notice

In the case of Editorial Use, the licensee is required to place a copyright notice near the image in the standard place and readable format. Copyright notice should appear as follows: “©(Photographer's Name)-MSTOCK.com”.

Unauthorized Use

As part of the use agreement it is understood that there are certain limits to the use of the images, even with regard to Broad Use images. Unauthorized use includes, but is not limited to, the following:

Any image may not be used without proper payment in full.

Images may not be used as a company logo, trademark or service mark.

Unlawful use or in the act of unlawful matters.

The unauthorized use of trademarks, logos, artwork or other copyrightable material that may appear as part of an image or photograph.

Images may not be used for sensitive material without the prior consent and agreement of MSTOCK. Sensitive material includes, but is not limited to:

- Pornographic material.
- Use of image in subject matter that may depict the model or image in a negative light.
- AIDS, cancer, bladder or intestinal diseases or other chronic ailments.
- Mental deficiencies, alcohol, drug, or substance abuse.
- Gay, lesbian, or transgender-related material.
- Financial destitution or income loss.

If you have a sensitive use topic or believe you may have, you may contact us directly to receive a separate use agreement.

Image/File Storage

The client may store one high resolution image on a hard disk or CD. No other back-up copies or duplicates may be allowed. Licensee must take the appropriate precautions to prevent the unauthorized use or distribution of any MSTOCK images. At no time may any MSTOCK image, whether RM or BU, be distributed to a third party. Images may be held at the licensee's location for a time period of no greater than 20 days from end of contract period. Original transparencies or negatives may only be kept for a period of 30 days from the date received and must be returned to MSTOCK in good condition.

Alterations or Manipulation of Images

Licensee may have need to alter or manipulate an image for the purpose of color

correction or color matching. Such alteration is allowed under this use contract. Any retouching or other manipulation of the image will not be considered the creation of a new image. Any MSTACK image, or portion thereof, will remain as the copyrighted image of the original copyright holder and may not be distributed, used, licensed or sold to any third party.

Model / Property Releases

MSTACK makes a Best Effort to contact and obtain signed model and property releases when possible. However the use of images with models are subject to a further release for sensitive subject matter. MSTACK does not guarantee or grant the use right of all people, places, artwork, property and subject matter in an image, which may now, or at a future date, be subject to copyright protection. MSTACK makes no warranties as to the ownership of logos, trademarks, property rights, or images rights that may appear in an MSTACK image or photograph. For details on a given photographic image, please call us directly.

Indemnification:

By accepting this contract, the licensee agrees to indemnify and hold harmless, MSTACK against any and all claims in regard to liability, damages, costs and associated expenses, legal fees and such, arising out of or related to the improper use of an image, the misconduct of the licensee or end use client, or a breach of terms of contract by the licensee.