

# END USER AGREEMENT

This is a legal Agreement between **you**, and **Johnér Bildbyrå AB** (hereinafter called "Johnér").

## **Terms and conditions for usage of rights-managed and royalty-free images and footage from Johnér**

If you are entering into this Agreement on behalf of your employer, the License granted and the restrictions and limitations on the use of the images set forth below apply to your employer as well as to you as a representative of your employer. Should you cease working for your employer, your employer (but not you) may continue to operate under the terms of this Agreement.

If you are an intermediary (for example, but without limitation, an advertising or design agency) the images or footage must only be used by one client (the end-user), who was clearly stated when placing your order and who agrees to be bound by the terms and conditions of this Agreement. You hereby agree to be jointly and severally liable with your client for any breach of the terms in this agreement.

### ***Terms and conditions for usage of rights-managed images and footage from Johnér***

Images and video clips that Johnér makes available may only be used under licence from Johnér or its Distributor. The use of images without such permission not only contravenes this Agreement, it also infringes the rights of the photographer, which can entail criminal liability. By accessing and downloading digital images, you agree to be bound by the terms and conditions described below and are entering into an Agreement between you and Johnér in accordance with the terms and conditions below.

#### **1. Usage of images and video footage**

The right to use images and video footage is obtained by: ordering the image from Johnér or its Distributor, confirmation in the form of receipt of an invoice from Johnér or its Distributor, and payment of this invoice. The scope of use for the image or video clip must be stated when ordering. Johnér accepts this image or video clip usage by confirmation, in which the permitted scope of use is stated in writing. Usage of the image or footage may commence on receipt of confirmation, and before payment is received. However, full rights to usage are only obtained when the invoice has been paid. The agreed usage rights cover publication on one occasion in the country you are located, within 12 months of the date of confirmation, unless otherwise agreed. Images and footage may only be published in accordance with ethical press rules. Images or footage with models may not be published in sensitive contexts such as sex, politics or medicine. Exceptions can be made if the model approves this prior to publication. The name of the photographer/Johnér shall, wherever possible, be credited on publication or other usage of the image.

#### **2. Cancellation**

No credits are available for cancellations received over 30 days after the date of order.

#### **3. Cost and payment**

The cost for image or video usage rights will be as stated on the confirmation/invoice from Johnér or its Distributor. Payment terms and penalty interest for late payments are stated on the invoice.

#### **4. Limitation of liability**

The classification, such as model and property releases, states the extent to which Johnér images and video clips can be used in advertising contexts. Johnér accepts no liability for financial claims related to rights or restrictions linked to persons, trademarks or other motifs on preview or used images or video clips. In the event of usage of images or video clips without the Agreement of the model, the you indemnify Johnér against any claims for damages. Rights to use images and video clips are nonexclusive and Johnér accepts no liability for any claims for damages against you. The liability of Johnér is always limited to the amount invoiced by the image agency.

## **5. Penalty fine**

You undertake to pay a penalty fine of up to five times the amount the image usage should have cost, if you use the image or video clip without having received confirmation or made payment, or if the image or video footage is used in any other unpermitted way. Illegal usage also gives Johnér the right to terminate any Agreement entered into with you, with immediate effect. If you contravene any of the other Agreement terms and conditions, you shall be liable for a penalty fine of up to twice the amount debited. This does not apply to late payment, which is dealt with separately, see §3.

## **6. Disputes**

Disputes arising from this Agreement or other associated rights conditions, shall be settled by arbitration according to the rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration shall be held in Stockholm, Sweden.

## **7. Digital image delivery**

In the case of digital delivery from Johnér or its Distributor, it is the responsibility of the ordering party to make any possible corrections to the digital image required to achieve the best print results. Johnér cannot accept any liability from the ordering party or customer for unsatisfactory results from a digital image delivery.

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### **1. Usage of images and video footage**

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PROVIDED THAT you may not use images or video footage in any commercial products where the images make up a significant part of the re-sale value of the product (for example, but without limitation, the use of the images in any postcards and posters). For more information, please contact Johnér on +46 8 644 83 30 or at info@johner.se.

Unless additional rights are agreed or granted by Johnér or its Distributor, images that are licensed to you for editorial purposes, may not be used for any commercial, advertising, promotional, endorsement, or merchandising use.

## **2. Onward sale and transfer**

Royalty-free images or footage from Johnér may not be onwardly sold or transferred to another party.

## **3. Cancellation**

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## **4. Cost and payment**

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## **5. Limitation of liability**

Johnér accepts no liability for financial claims related to rights or restrictions linked to persons, trademarks, designs or other motifs in images and video clips. Rights to use images are non-exclusive and Johnér accepts no liability for any claims for damages against you. The liability of Johnér is always limited to the amount invoiced for image or footage usage.

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