

TERMS AND CONDITIONS FOR THE PURCHASE AND SALE OF IMAGES ON PIXOFNATURE.COM

A. Purpose

The purpose of this agreement is to set out the terms and conditions under which both Buyers and Sellers of images agree to adhere. These images are showcased on the website PixofNature.com with PixofNature acting as the broker between the Buyer and Seller. Its responsibility only extends to ensuring that the Seller accepts these terms and conditions before uploading their image(s) and that the Buyer accepts them before paying for the right to use their image(s). The intellectual property belongs to the Creators of the image(s) for which the rights of use are sold.

The parties to this agreement are:

1. The Buyer of an image or images
2. The Seller of an image or images
3. The Broker (PixofNature.com)

B. Responsibilities of the Seller

1. The Seller is responsible for obtaining the prior consent of the image Creator to sell any licence to use these images. (The Creator and Seller may be different legal persons)
2. The Seller must not infringe the intellectual property rights of any other person by permitting the Broker PixofNature.com to sell licences for image use.
3. The Seller must not upload any image that would be seen in the eyes of the law as indecent, offensive, illegal or discriminatory.
4. Should there be any dispute between any of the Creator, Buyer and Seller, or any other owner of the intellectual property; it shall be for the Seller to take any necessary actions to resolve this.
5. The Seller shall ensure that all images uploaded are of a resolution that is at least 300dpi or equivalent, and of sufficient size which in this case means that either the height or/and width of the picture must be at least 1000 pixels.
6. It is the Seller's responsibility to take action where an image has been used by a Buyer in excess of their purchased licence, but they must inform the Broker and may request confirmation from the Broker of the Buyer's name and contact details and licence type.

C. Rights of the Seller

1. The Seller will have the right to name the image being uploaded and to name the image Creator for the PixofNature.com website.
2. The Broker will, whenever acquired, supply the information they hold to the Seller regarding the name and contact details of the Buyer, the licence type, and sales figures relating to the transaction; however, the Seller shall never use this information to make direct image or licence sales to the Buyer.
3. The Seller shall receive 60% of the net income raised by the sale of each image they upload, after deduction of any PayPal fees, taxes, or transaction fees; the Seller is free to display or sell their images on other web sites and through other channels.
4. The Seller is not restricted to selling any particular image through PixofNature.com, but wherever a sale is as a consequence of the Buyer having found an image on the Brokers website, the above income split shall apply.
5. To provide the Broker with details of a valid PayPal account, through which the appropriate share of the proceeds of a sale can be transferred by the Broker to the Seller within 30 days.

D. Responsibilities of the Buyer

1. The Buyer shall be responsible for the effective downloading from PixofNature.com and any subsequent safe storage of the image(s) purchased.
2. The Buyer shall make their payment for the use of the image(s) through a valid PayPal account, which they have the right to use and through which the proceeds of the sale, less any transaction costs, are transferred to the Broker.
3. The Buyer shall only use the image(s) downloaded for their own or their organisation's use, and may not sell the images or the right to use the image(s) to any third party.
4. The Buyer is purchasing the right to use a(n) image(s) and not the intellectual property involved; this right does not extend to any use by the Buyer of the image(s) that would make a high-resolution version of the image available for others to download.

E. Rights of the Buyer

1. The Buyer purchases the right to use the image(s) in accordance with one of the two licence types set out in the two paragraphs below.

i) Purchase of a Regular Licence:

This licence permits the Buyer to use the image(s) either for them personally or the organisation which pays for their own use, on a website, electronic document, or for reproduction in print for up to 1000 copies. This licence lasts for one year, after which any new use(s) of the image(s) shall require the purchase of an Extended Licence for the use of the image(s).

ii) Purchase of an Extended Licence:

This licence permits the Buyer to use the image(s) either for themselves or the organisation which pays for their own use, on a website, electronic document, or reproduction in print for more than 1000 copies. This licence continues for an indefinite period.

2. The Buyer may, but is not obliged to state, alongside their display of the image(s), either the name of the Creator of the image(s) or the name for the image given by the creator; however, they may not state that the image has been created by any other person nor may they imply that the intellectual property is theirs or their organisations.
3. The Buyer may use photo editing software to modify the image, but this will still count as a use of the image purchased (in the same way as the original downloaded image(s)).

Agreement to these Terms and Conditions is subject to the laws of England and Wales.

PixofNature, 9th October 2016