

## Terms of Use

By agreeing to the following terms, the user declares to have read in its entirety the following contract, and accepts its terms of use. If you do not accept some of these articles, you cannot make use of Pixxir; by making use of Pixxir you automatically acknowledge to have read and to accept the terms of use.

Pixxir may change the terms of use at any time. Any change will be announced at least 7 days prior to the change at [www.pixxir.com](http://www.pixxir.com). If you no longer accept the terms of use after a change, you should no longer make use of the Pixxir website and its servers after the change has gone into effect. By making use of the Pixxir website and its servers, you automatically agree to the most recent terms of use, as can be found on the website.

### 1. Using Pixxir

By using Pixxir, the users of Pixxir agree that they:

- ~ Will not violate copyright and intellectual property right ownerships.
- ~ Will not commit fraud or forgery.
- ~ Will not publish misrepresentations that could damage Pixxir or a third party.
- ~ Will not submit pictures or other content that is harmful, hateful, racist, offensive, or is unlawful in any way.
- ~ Have proper releases to the use of the content provided.
- ~ Will fully comply to the terms and conditions of use stated in this contract and the license agreement.

### 2. Registration

Information provided by Pixxir and its clients cannot be disclosed to anyone (person or institution) without the written consent of Pixxir. Pixxir will not disclose any information considered reasonably confidential concerning a user. The confidential information includes, but is not limited to: personal information, business plans, content, pricing and rates, financial information, operations and processes. This does not only concern Pixxir and its direct employees, but also concerns the photographers, licensors, licensees, members, affiliates, and all other third parties connected to Pixxir.

#### 2.1 As a seller

There are two possibilities given to photographers who want to sell their files; selling files in the Gold or Silver category. Gold images are sold under the principle of shared exclusivity, and are sold a maximum of 50 times. Silver images are sold royalty-free, and can be sold an infinite amount of times.

The user name and password given by the registrants are their sole responsibility.

The seller warrants that all necessary rights for commercial licensing are in his or her possession, including copyrights and releases. The seller must have the full rights over his or her picture, including copyrights, trademark rights, model rights and any other applicable intellectual property right. The possession of the necessary rights is the sole responsibility of the provider of the content.

#### 2.2 As a buyer

Buyers are persons or legal entities purchasing content at Pixxir. Buyers can purchase pictures from two different categories. The first category is that of the Silver images (see section 3.1), the second category is that of the Gold images (see section 3.2).

Pixxir will not be held responsible for any fraud committed by users, as it is not possible to verify the validity of every account. Therefore, by signing up, the users declare that all information provided is true. In case of a violation of any right, complaints and claims are addressed to the content provider.

### 3. Silver and Gold

#### 3.1 Silver pictures and Silver accounts

Silver images are royalty-free, and can therefore be sold an infinite amount of times. Any content uploaded in the Silver category is not necessarily exclusive on Pixxir, and can be made available anywhere by the rightful owner of the content.

#### 3.2 Gold pictures and Gold accounts

Gold pictures are sold only a number of times, with a maximum of 50 times. As Gold images are rare, they cannot be sold in any other way than via Pixxir. By uploading an image in the Gold category you acknowledge to sell your image solely on Pixxir, and that it cannot be made available anywhere else other than solely for display on a single personal portfolio website. By uploading content in the Gold category, the photographer warrants that the content has never been sold and that there is no third party that has a claim on the content or owns the content. In case of a suspected breach of the license agreement or the terms of use, Pixxir reserves the right to ban the content provider, to freeze all due payments, and to take legal action.

### 4. Uploads

As soon as a user has been approved as a selling contributor, it is possible to upload content to Pixxir. As Pixxir wants to meet the high-quality standards of its clients, each and every uploaded file will be queued for review, after which it will be either rejected or approved. Pixxir may in its sole discretion decide whether or not a file is appropriate for upload. If Pixxir deems a file not appropriate for any reason whatsoever, no claims for fees, royalties or of any other kind can be made. However, contrary to most other stock agencies, Pixxir does not retain the rights to use pictures deemed unsuitable for publication on Pixxir.

When uploading the pictures, the content provider must produce a model release form for any person that is recognizable on the picture, and if necessary a property release must be provided. Pixxir is not liable for a publication of a picture without the consent of the model or property owner. It is the sole responsibility of the content provider to be in the possession of all necessary rights, and to provide a copy of every release to Pixxir.

Every upload is considered to be an agreement with the terms of use of Pixxir.

### 5. Sales/purchases

#### 5.1 Sales

As the prices on Pixxir are tax excluded, the content provider receives 50% of the pre-VAT earnings in case of a purchase. Pixxir is registered as a company in the Netherlands, and therefore a tax percentage of 19% will be added to every sale within the Netherlands. In case of a sale to a country within the European Union, excluding the Netherlands, the VAT charges will be reversed. Pixxir may hold back payments due to a threatening claim. Pixxir is not required to pay when prevented from using the provided content. Pixxir reserves the right to change its prices at any time without prior notice.

## 5.2 Purchases

Upon purchase of a picture, the seller agrees to submit the rights to use the picture to the buyer and the buyer agrees to pay for the rights to use the picture. Purchases can be made through Paypal.

## 6. Limited Liability

PIXXIR IS NOT LIABLE FOR ANY DAMAGE, ERRORS, OMISSIONS OR OTHER FAULTS IN RELEASES, THE WEBSITE AND THE PROVIDED CONTENT. YOU ASSUME, WITHOUT LIMITATION, ALL RISK AND RESPONSIBILITY FOR THE USE OF THE PIXXIR WEBSITE AND ALL THE INFORMATION PROVIDED.

PIXXIR AND ITS OWNERS AND EMPLOYEES CAN IN NO CASE BE HELD RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE WEBSITE, NOR CAN IT BE HELD RESPONSIBLE FOR ANY DAMAGE OR INCONVENIENCE RESULTING FROM SERVER DOWNTIME, INACCESSIBILITY OF THE WEBSITE, DAMAGED OR LOST DATA, VIRUSES OR OTHER HARMFUL FILES, OR ANY OTHER TECHNICAL COMPLICATION OR ERROR. PIXXIR MAY IN ITS SOLE DISCRETION MAKE ITS WEBSITE AND SERVERS UNAVAILABLE, TEMPORARILY OR PERMANENTLY.

IN CASE OF MISSED REVENUE OR FINANCIAL LOSSES DUE TO COMPLICATIONS ON THE PIXXIR WEBSITE OR DOWNTIME OF THE WEBSITE OR THE SERVERS, NO CLAIMS FOR COMPENSATION CAN BE MADE.

## 7. Intellectual Property

All content on the Pixxir website and servers is protected by international intellectual property laws, including copyrights, trademarks, and other related rights. Using the content on Pixxir for commercial purposes is only allowed within the limits of international intellectual property law and the Pixxir license agreements.

## 8. Applicable Law

Pixxir is registered in the Netherlands, and therefore operates the website and its servers in accordance with the Dutch legal system. Pixxir is accessible from anywhere around the world, however, only the Dutch legal system is considered in case of claims, disputes or conflicts. By agreeing to the terms of use and/or the license agreement, you warrant to understand and agree to settle any claim, dispute or conflict under Dutch law.

\* User defines the visitors, the photographers, the sellers, the buyers, the companies, anyone who makes use of Pixxir.