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info@jdeumcommu...

Information

Standard and Extended Multi-User License Agreement

Standard and Extended Multi-User License Agreement

The following is a legal agreement between the organization which you represent, your employer, or other entity on whose behalf you are entering into this agreement (hereinafter as “you”) and Depositphotos Inc. and/or its affiliated and subsidiary entities acting as the licensor hereunder (hereinafter as “Depositphotos”), and determines terms and conditions under which you use photos, vector images, videos or other materials (hereinafter as “File” or “Files”) downloaded on www.depositphotos.com (hereinafter as “Site”) or otherwise made available to you through Depositphotos. By downloading any File under the multi-user plan, you agree to be bound by the terms of this agreement (hereinafter as “Agreement”).

Depositphotos reserves the right to make changes, additions, corrections and edits to this Agreement in separate parts or in whole at any time and you agree to be bound by such changes. Such changes are legitimate and effective from the moment of their publication. If, for whatever reason, you disagree with this Agreement and do not accept its terms, you may not enter the Site and use its resources.

1. GENERAL PROVISIONS

- 1.1 Subject to the terms and conditions herein, Depositphotos grants you a non-exclusive, perpetual, worldwide, non-transferable and non-sublicensable license to use and modify the File an unlimited number of times in whole or in part in the creation of an item within the scope of permitted uses but does not entitle you to the File’s copyright and/or intellectual property rights. All copyright and/or other intellectual property rights to the File are reserved by Depositphotos and/or the contributor of the File. Additionally, Depositphotos shall grant you the right to download and use watermarked sample free of charge solely for the purpose of evaluation and testing of the image prior to purchase.
- 1.2 **All Files on the Site may be downloaded under the Standard and/or Extended license. Follow these rules to choose the appropriate license:**
 - a. If the File is used to create an item NEITHER for Resale NOR for Free Distribution, the Standard License is always appropriate.
 - b. If the File is used to create an item for Resale or for Free Distribution:
 - i. if the File plays a minor role in the item, the Standard License is appropriate;
 - ii. if the File plays a major role in the item, the Extended License is appropriate.
- 1.3 **Item for Resale:** An item that will be distributed to raise commercial revenue (e.g., resale of web templates, T-shirts, books, calendars, etc.). An item created at the request of a client is not considered an Item for Resale. However, if a client distributes or intends to distribute such an item to raise commercial revenue, it is considered an Item for Resale. While working on a project for a client, take into account the final use of the item before downloading a File to determine the appropriate license to purchase.
- 1.4 **Item for Free Distribution:** An item that will be distributed to a wide audience without raising any commercial revenue (e.g., free web templates, postcards, flyers, etc.).

2. DEFINITION OF THE "MINOR ROLE" AND "MAJOR ROLE" OF THE FILE FOR AN ITEM

The role a File plays in an item is determined by the value the File adds to the item and how much the File influences a customer's decision to choose this particular item among similar items.

A major role: A File is considered to play a major role in an item if the File is a primary, defining, or important part of the item, increases the intrinsic value of the item, or influences a customer's preference for this particular item.

A minor role: A File is considered to play a minor role in an item if the File is an incidental part of the item, does not add significant value to the item and does not influence a customer's preference for this item.

3. THE STANDARD LICENSE

3.1 The Standard license allows you to use the downloaded File for the creation of all kinds of items (except Items for Resale or Items for Free Distribution, where the File plays a major role in the item and adds value to it).

3.2 Terms:

| | |
|---|----------------------|
| The quantity of website visitors | Unlimited |
| The quantity of copies or impressions | Up to 500,000 |
| The quantity of copies or displays for electronic use | Unlimited |
| The maximum allowed size (resolution) of the unmodified File for electronic use | Unlimited |
| Creation of all kinds of items (except Items for Resale or Items for Free Distribution, where the File plays a major role in the item and adds value to it) | Allowed |
| Creation of Items for Resale or Items for Free Distribution where the File plays a minor role in the item | Allowed |
| Creation of Items for Resale or Items for Free Distribution where the File plays a major role in the item and adds value to it | Prohibited |

3.3 Examples of permitted use:

Digital use: sites; advertising banners; screen savers; wallpapers; software (for PC and mobile devices); e-cards; e-mails; e-books; presentations (PowerPoint, Flash, etc.); movies, videos and TV advertising; unofficial logos; personal use; etc.

Printed use: advertisements in newspapers and magazines; printed advertising materials; covers and illustrations for books, newspapers, magazines; business cards; flyers; posters; CD/DVD covers; wrappers, labels and product packaging; stationery: folders, notebooks, pens, pencils and stickers; charms; calendars; mugs and glasses; mousepads; T-shirts, clothing; personal non-commercial use; etc.

4. THE EXTENDED LICENSE

4.1 The Extended license includes all permitted uses under the Standard license, does not have any limits on the number of copies, prints or displays and allows you to use the downloaded File for the creation of Items for Resale or Items for Free Distribution in which the File plays a major role in the item and adds value to it.

4.2 Terms:

| | |
|--|------------------|
| The quantity of website visitors | Unlimited |
| The quantity of copies or impressions | Unlimited |
| The quantity of copies or displays for electronic use | Unlimited |
| The maximum allowed size (resolution) of the unmodified File for electronic use | Unlimited |
| Creation of Items for Resale or Items for Free Distribution where the File plays a minor role in the item | Allowed |
| Creation of Items for Resale or Items for Free Distribution where the File plays a major role in the item and adds value to it | Allowed |

4.3 Examples of permitted use:

Digital use: sites; website templates; advertising banners; screen savers; wallpapers; software (for PC and mobile devices); e-cards; e-mails; e-books; presentations, presentation templates (PowerPoint, Flash, etc.); document templates; any other templates; movies, videos and TV advertising; unofficial logos; items for resale and free distribution; personal non-commercial and commercial use; etc.

Printed use: advertisements in newspapers and magazines; printed advertising materials; covers and illustrations for books, newspapers, magazines; books consisting wholly or largely of illustrations; business cards; flyers; posters; CD/DVD covers; wrappers, labels and product packaging; stationery: folders, notebooks, pens, pencils and stickers; charms; calendars; mugs and glasses; mousepads; T-shirts, clothing; items for resale or distribution; personal non-commercial and commercial use; etc.

5. "EDITORIAL USE ONLY" FILES

5.1 Files marked "Editorial Use Only" are sold under a limited Standard license, and are prohibited for commercial use or advertising. These Files may contain images of people without model releases, private property, famous trademarks and other protected elements for which special permissions may be required for commercial use or advertising.

5.2 When using such a File, you must take all possible and reasonable efforts to credit the copyright owner (Depositphotos contributor), give attribution to Depositphotos and post a link to www.depositphotos.com (if applicable). The copyright notice must contain the following: "[Name or Nickname of the Contributor (author)] /Depositphotos.com".

5.3 Examples of permitted use:

Publishing: newspapers, magazines, etc.; articles and publications on blogs or websites, articles in encyclopedias, reference books, non-commercial use related to important events; non-commercial presentations, TV programs; documentary movies; news; personal use.

5.4 Examples of prohibited use:

Any commercial purposes; advertising; trademark or product promotions; etc.

6. PROHIBITED USE OF FILES

6.1 You may not:

Make the File available for free download on a shared drive, service, software or website for the purpose of exchanging, transferring or distributing. However, all authorized users are entitled to access and exchange Files;

Transfer, resell, sub-license, rent, donate or otherwise transfer the File or rights to it to third parties;
Create conditions under which the File may be extracted from a product;
Allow third parties access to the File for further use;
Use a File marked "Editorial Use Only" for commercial purposes;
Use the File to create an official logo, company name, or trademark;
Use the File in a way that infringes the File's intellectual property rights or a third party's trademark or that would lead to a complaint about deceptive advertising or unfair competition;
Use the File for SPAM mailings;
Use the File in a way that competes with Depositphotos business;
Display, use or post the File in a way that would lead to the conclusion that the model in the File approves of or endorses the items or services of any venture or trademark;
Show a person depicted in the File in sensitive scenarios that could reasonably be considered offensive or unflattering to that person (e.g., related to mental and physical deficits, sexual or implied sexual activity or preferences, crime, physical or mental abuse or ailments);
Use the File for pornographic, illegal or immoral purposes;
Use the File in items or products that could embarrass or humiliate a person or model in the File;
Use the File for advertisement or promotion of tobacco or alcohol products.
Display, use or post the File in a way that would lead to the conclusion that the model in the File approves of or endorses any political party, policy, candidate, or elected official.

- 6.2 Any forbidden use of the File shall be considered as copyright infringement. You shall be liable for all damages caused by copyright infringement, including any claims made by third parties. Also, Depositphotos reserves the right to recall your license of any File you have used in a manner considered as copyright infringement.

7. SEAT RESTRICTIONS

- 7.1 When using multi-user plans for teams, your account acquires the status of a multi-user account and you receive the right to grant all authorized users access to it. Your multi-user plan specifies the permitted number of such authorized users. All authorized users must be your employees or co-workers.
- 7.2 Depositphotos reserves the right to monitor your account, and block access in the event that the number of authorized users on multiple computers exceeds the number allowed by your multi-user plan. In addition, Depositphotos has the right to take measures preventing you from sharing your account data, allowing unauthorized users access to it or exceeding the number of authorized users allowed by your multi-user plan.
- 7.3 You agree to take all possible steps to prevent your employees or co-workers from using Files for personal use.

8. DURATION OF THE AGREEMENT

Your rights to use the File are subject to this Agreement, and you shall enter into this Agreement after having downloaded any File. You have the right to use the downloaded File provided that there are no any overdue payments, chargebacks or returned payments by credit card or check on your account. If your account becomes overdue, you shall lose rights to use the downloaded File until the overdue balance is paid in full, and you must stop using the File or any derivative work and take all necessary efforts to stop using them until the overdue balance is paid in full. In addition, you shall reimburse Depositphotos for all reasonable expenses (including attorneys' fees) incurred in the collection of the overdue payments. Depositphotos reserves the right to revoke or modify any license granted by this Agreement or replace any File with a similar/alternative one for any reason.

9. INDEPENDENT AUDIT

Depositphotos shall reserve the right to audit use of the File to verify your compliance with this Agreement. You shall make all applicable documents available for such verification. Any such audit shall be carried out at the expense of

Depositphotos, unless such audit discloses your overdue payment. In such case, you shall pay your overdue payment in full together with interest costs incurred during the audit period.

10. WARRANTIES AND INDEMNIFICATION

- 10.1 Depositphotos warrants and guarantees that the File uploaded and used in full compliance with this Agreement does not infringe any copyrights, moral, and intellectual property rights, trademarks, or any third parties' rights of privacy or publicity.
- 10.2 With respect to Files marked "Editorial Use Only," Depositphotos makes no warranty or guarantee as to the use of people, trademarks, logos, artwork or architecture depicted on such Files. Despite the fact that Depositphotos makes all reasonable efforts to ensure the accurate descriptions of Files marked "Editorial Use Only," Depositphotos cannot guarantee the accuracy of such information.
- 10.3 You shall be responsible for using the File and obtaining appropriate licenses for its use. By uploading Files to the Site, Depositphotos contributors (authors) guarantee and ensure that they have all necessary copyrights to them. Files on the Site are provided "as is" without warranty of any kind. You assume all risks associated with the quality and the use of the File. Depositphotos shall not be liable for any damages, expenses and losses incurred as a result of your use of File.
- 10.4 You agree to indemnify and hold Depositphotos, its officers, employees, shareholders, directors, managers, members, and contributors harmless against any damages or liability of any kind arising from your use of the File or permitted derivative work. You further agree to indemnify Depositphotos for all costs and expenses that Depositphotos incurs in enforcing the terms of this Agreement.
- 10.5 Depositphotos' total maximum obligation and liability to you and all authorized users for all claims shall be limited to twenty-five thousand United States Dollars (USD \$25,000).

11. MISCELLANEOUS

- 11.1 If you are entering into this Agreement on behalf of your employer, client or other entity, you warrant and guarantee that you have the full right and authority to do so. If you do not have such authority, all your Site activity will be considered a breach of this Agreement.
- 11.2 The validity, interpretation and enforcement of this Agreement, matters arising out of or related to performance or breach of this Agreement, and related matters shall be governed by the internal laws of the State of New York (without reference to choice of law doctrine). Any legal action or proceeding concerning the validity, interpretation and enforcement of this Agreement, matters arising out of or related to performance or breach of this Agreement, and related matters, shall be brought exclusively in the State or Federal courts located in the State and County of New York. All parties consent to the exclusive jurisdiction of those courts, waiving any objection to the propriety or convenience of such venues. The United Nations Convention on Contracts for the International Sale of Goods does not apply to or otherwise affect this Agreement.
- 11.3 This Agreement constitutes the entire agreement between you and Depositphotos with regard to the subject matter hereof. No waiver, consent, modification or change of terms of this Agreement shall bind Depositphotos unless in writing signed by Depositphotos. By entering into this Agreement, you waive terms set forth in any similar document that are in addition to or at variance with the terms of this Agreement. All such terms are considered by Depositphotos as significant changes of this Agreement and are rejected. If you execute a separate agreement with Depositphotos, concluded with a wet stamp, Depositphotos has the right to change the list of permitted and forbidden ways of using the File. Any such changes will be described and recorded in the amended agreement; however, these changes will not be made to the common Agreement published on the Site.
- 11.4 If Depositphotos commences any action or proceeding against you to enforce or interpret this

Agreement, Depositphotos shall not be liable for any fees, expenses and attorneys' fees (including all related costs and expenses), incurred in connection with such action or proceeding and in connection with obtaining and enforcing any judgment or order thereby obtained.

- 11.5 This Agreement and the rights and obligations hereunder, may not be assigned, in whole or in part by you, without the prior written consent of Depositphotos, and any unauthorized assignment or transfer shall be prosecuted.
- 11.6 This Agreement and all related documents are written in English. Any translation hereof or of any versions in a language other than English shall be for convenience only. In the event of any discrepancy between this English version and any other version, the English version shall supersede.
- 11.7 Captions and headings contained in this Agreement have been included for ease of reference and convenience and shall not be considered in interpreting or construing this Agreement.
- 11.8 By downloading the File, you acknowledge that you have read this Agreement and agree with the other documents governing the work of the Site and the use of Files.
- 11.9 Depending on your billing address (indicated in your user profile), IP-address and other similar criteria, your invoices may be payable one of the following Depositphotos entities acting as the licensor hereunder:

- Depositphotos Inc. (Delaware): 115 West 30th Street, Suite 1110B, New York, NY 10001;
- Depositphotos EU Limited (Cyprus): Point Building, 261, 28th October Street, Agias Triadas, 3035 Limassol, Cyprus;
- Depositphotos Ukraine, LLC: 1/27 Marii Pryimachenko street, office 501-2, Kyiv, Ukraine 01042
- Depositphotos RU, LLC: 19 Mira prospect, b.1, floor 2, p.1 office 13, Moscow, Russia 129090
- Depositphotos Licenciamento EIRELI: Office 1439, São Paulo-Paulista Center 3 - Av. Paulista, 2064, 14 andar, bela Vista, São Paulo, Brazil Cep. 01310-200
- Depositphotos Agency of Intellectual Property (Shanghai) Co., Ltd. (鄞波夕特知识产权代理(上海)有限公司): Room 2067, L20 The Center, 989 Changle Road, Xuhui District, Shanghai 200031, P.R. China (中国上海市徐汇区长乐路989号世纪商贸广场20楼2067室,邮编200031)

By entering into this Agreement you verify that information you provided to determine your country of residence or registration is complete, true and accurate.

BY ENTERING INTO THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND HAD AN OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO ENTERING INTO THIS AGREEMENT. IN CONSIDERATION OF DEPOSITPHOTOS AGREEING TO PROVIDE THE FILES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IN THE EVENT OF A BREACH OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DEPOSITPHOTOS RESERVES THE RIGHT (WITHOUT PRIOR NOTICE) TO SUSPEND YOUR ACCOUNT AND RECALL LICENSES ON DOWNLOADED FILES.

IF YOU HAVE ANY DOUBTS AS TO WHETHER THE INTENDED FILE USE IS COVERED BY A CHOSEN LICENSE, PLEASE CONTACT OUR SUPPORT SERVICE FOR CLARIFICATION BEFORE DOWNLOADING ANY FILE.

Effective May 14, 2019

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