

TERMS AND CONDITIONS FOR THE USE OF THE PHOTOIRELAND WEBSITE

Please read these Terms and Conditions carefully;

INTRODUCTION

The terms and conditions in this document exclusively define the contract between PHOTOIRELAND and its Clients;

PHOTOIRELAND acts as the agent of the photographer for the sale of the reproduction rights to their photographs;

By using this Website or by downloading images from this Website, you accept all the terms and conditions in this document;

TERMS AND CONDITIONS OF USING THIS WEBSITE

By using this Website you accept that:

- All images and Content on this Website are copyright protected,
- Use of any Content from this Website is subject to a licensing agreement,
- Use of any Content constitutes a legal and binding agreement between you and PHOTOIRELAND,
- The low resolution digital photography files on this Website are for examination only and may not be republished;

By downloading high resolution Content from this Website you accept that:

- You enter into a contract to purchase a licence to use that Content;

DEFINITIONS

In this Agreement:

(i) "you" or the "Client" means you or, if you are acting on behalf of your employer or organization, then "you" or the "Client" means that employer or organization;

(ii) "PHOTOIRELAND" or "we" means PHOTOIRELAND (Registered in Ireland, Business Number 415626), owner and operator of this Website;

(iii) "Registered Client" means a Client who has been given permission to download high resolution Content from the Website on demand after identifying themselves with a username and password. To apply to become a Registered Client, you must fill the application form at <http://www.photoireland.net/pages/register/>

(iv) "Website" means the website accessible at or by way of the following internet address: www.photoireland.net ;

(v) "Content" means any photographic image, illustration, film or video footage, audio material or visual representation generated by any means or in any media or other material that you are downloading from the Website, together with any accompanying material;

(vi) "Editorial Use" means use of Content in an editorial context:

- in a newspaper, a magazine, a newsletter or in other media,
- in a web-based news article, personal or corporate blog,
- in an electronic newsletter/email editorial;

(vii) "Commercial Use" means use of Content:

- for the promotion of a product or service with the intent to generate revenue,
- in any advertising, marketing or promotional context,
- in an advertisement in print media,
- in an advertisement in any other media,
- in a brochure, pamphlet, document or report,
- in a logo, stationery or trademark,
- in a book,
- on a greeting card,
- on a postcard,
- on a poster,
- in a calendar,
- on a mug or T-shirt,
- on software packaging, CD/DVD/video or audio tape label,
- for a trade show display, billboard, exhibit,
- in any non-resale item or product,
- on any item or product for sale, resale, license or other distribution for profit,
- in a web page advertisement,
- in a web page design element,
- in any electronic advertisement,
- in a multimedia presentation,

- in a screensaver or screen background,
- in design templates including, website templates, web application templates, Flash templates, presentation software templates, business card templates, electronic greeting card templates, e-mail templates and brochure design templates;

(viii) "Not For Profit Use" means use of Content:

- in a personal project for presentation at school or college,
- in a web-based article or personal blog on a website which contains no advertising, marketing or promotional material or links to websites containing advertising marketing or promotional material,
- in a personal electronic newsletter / email editorial which contains no advertising, marketing or promotional material or links to websites containing advertising marketing or promotional material;

EDITORIAL LICENCE

- An Editorial Licence permits a one time non-exclusive Editorial Use of a single item of Content in a single publication using only one medium;
- Where the Content is published in multiple countries or in multiple languages, additional licences may be required;
- Where the Content is used on the internet, the licence permits use for a period of one year;
- Any new edition, re-publication, reuse or use in another medium requires a new licence agreement;
- Unregistered Clients may purchase an Editorial Licence directly from the Website by payment of the appropriate fee using the PayPal Buy Now button on any image preview page.
- Registered Clients acquire an Editorial Licence automatically by downloading high resolution Content from the Website. They are invoiced for the Editorial Licence after the download.

COMMERCIAL LICENCE

A Commercial Licence is required for Commercial Use of any Content downloaded from this Website;
Clients requiring a Commercial Licence must contact our commercial section by email: commercial@photoireland.net before using the Content;

NOT FOR PROFIT LICENCE

- A Not For Profit Licence permits a single non-exclusive Not For Profit Use of a single item of Content in a single publication using only one medium;
- Where the Content is used on the internet, the licence permits use for a period of one year;
- Any new edition, re-publication, reuse or use in another medium requires a new licence agreement;

Not For Profit Licences are granted free of charge at the discretion of PHOTOIRELAND;

To apply for a Not For Profit Licence, you must fill the application form at <http://www.photoireland.net/pages/notforprofit> ;

COPYRIGHT

- All the Content on this Website is copyrighted by PHOTOIRELAND and its respective photographer/author;
- The Client undertakes to credit all Content, listing the photographer/author and agency using the following format (Author Name/photoireland.net - eg. John Smith/photoireland.net) ;
- The Client will not remove any notice of credit, copyright or trade-mark from any place on or embedded in the Content;
- The Client will not sub-license, re-sell, rent, lend, assign, gift or otherwise transfer or distribute the Content or the rights granted under this agreement;

INDEMNITY

The Client assumes full liability:

- in relation to the use of Content and agrees to indemnify PHOTOIRELAND and the photographer, against any and all legal action, claims, liabilities, losses, damages, costs and expenses, arising from the use of Content or your failure to abide by the restrictions contained in this agreement, or any breach of this agreement,
- for its employees, agents, messengers, and freelance researchers for any misuse of Content;

The Client is solely responsible:

- for ensuring that the photo is appropriate for the context in which it is being used. If the use of the photo requires a model or property release, it is the responsibility of the Client to ensure that one exists,
- for any captions published if they differ from those supplied by PHOTOIRELAND and for any comments, headlines or text accompanying the publication of the Content,
- in the event that the adulteration, doctoring or juxtaposing of the Content changes the meaning of the original Content;

RESTRICTIONS ON USE OF CONTENT

Content may not be used:

- in any way which does not comply with the licence issued,
- with a caption or headline or in a context which gives the image a misleading meaning,
- in any way that undermines the rights of the persons represented in the Content or is considered pornographic, indecent, obscene, immoral, infringing, defamatory or libelous in nature, or that would be reasonably likely to bring any person or property reflected in the Content into disrepute,
- in any way that depicts a recognisable person in a potentially sensitive subject matter, including, but not limited to mental and physical health issues, social issues, sexual or implied sexual activity or preferences, substance abuse, crime, physical or mental abuse or ailments, or any other subject matter that would be reasonably likely to be offensive or unflattering to any person reflected in the Content,
- in any way which is illegal or unlawful;

STORAGE and RE-USE

- In the event of Content being stored by the Client on any media, the Client accepts full responsibility for secure storage of the Content and undertakes to take all reasonable measures to prevent piracy of the Content;
- In the event of stored Content being reused by the Client, it is the responsibility of the Client to notify PHOTOIRELAND immediately and to arrange payment for a second licence. In the event that Content is reused without notification, a penalty charge of 100% in addition to the appropriate licence fee will apply;

PAYMENT TERMS

Payments to PHOTOIRELAND:

- from unregistered Clients is accepted by credit card through Paypal,
- from Registered Clients is accepted by bank transfer following issuing of an invoice;

Invoices are payable within 30 days from the end of the month following the invoice date;

In the event of failure to comply with the terms of payment, the Client will become liable for any and all extra expenses incurred in recovery of the debt;

PRIVACY POLICY

We believe in the responsible use and storage of all personal information supplied by you via this Website. We will not share your personal information with any third party except as necessary to carry out our business or as required by law or other legal processes and we will never sell your personal information to a third party;

CHANGES TO TERMS AND CONDITIONS

We reserve the right to change the terms and conditions contained in this document at any time by posting the changes here on this Website. It is your responsibility to review the Website terms and conditions regularly to ensure that you are aware of the latest version. By using this Website or by downloading images from this Website after a change, you accept all the terms and conditions in the newer version.

Terms and Conditions last updated November 9th 2010