

KERTO STUDIO ROYALTY FREE IMAGE LICENCING



Kerto Studio offers a royalty-free image licencing model, which means that the licence fee is paid once with no need to pay additional royalties if the content is reused.

Royalty-free content is licensed for worldwide, unlimited, perpetual use, and pricing is based on the file size.

As an example, image prices vary from £50-£550.

You will find the limitations and the usage rights below under “Terms of Use”

If you’d like to licence an image, please get in touch by emailing: business@kerto.studio

TERMS OF USE

How can I use licensed content? You may use licensed content in any way consistent with the rights that are granted below and that are not restricted (see Restricted Uses below). Subject to those restrictions and the rest of the terms of this agreement, the rights granted to you by Kerto Studio are:

ROYALTY-FREE CONTENT

Perpetual, meaning there is no expiry or end date on your rights to use the content. Worldwide, meaning content can be used in any geographic territory. Unlimited, meaning content can be used an unlimited number of times. Any and all media, meaning content can be used in print, in digital or in any other medium or format. Non-Exclusive, meaning that you do not have exclusive rights to use the content. Kerto Studio can license the same content to other customers. If you would like exclusive rights to use royalty-free content, please contact Kerto Studio to discuss a buy-out.

For purposes of this agreement, “use” means to copy, reproduce, modify, edit, synchronise, perform, display, broadcast, publish, or otherwise make use of. Please make sure you read the Restricted Uses section below for exceptions.

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No Commercial Use of Editorial Content. Unless additional rights are specified on the Kerto Studio invoice or sales order, or granted pursuant to a separate licence agreement, you may not use content marked “editorial” for any commercial, promotional, advertorial, endorsement, advertising or merchandising purpose. This type of content is not model or property released and is intended to be used only in connection with events or topics that are newsworthy or of general public interest.

No Alteration of Editorial Content. Content marked “editorial” may be cropped or otherwise edited for technical quality, provided that the editorial integrity of the content is not compromised, but you may not otherwise alter the content.

No Standalone File Use. You may not use content in any way that allows others to download, extract or redistribute content as a standalone file (meaning just the content file itself, separate from the project or end use).

No False Representation of Authorship. You may not falsely represent that you are the original creator of a work that is made up largely of licensed content. For instance, you cannot create artwork based solely on licensed content and claim that you are the author.

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No "On Demand" Products. Unless you purchase a customised licence, you may not use content in connection with "on demand" products (e.g., products in which a licensed image is selected by a third party for customisation of such product on a made-to-order basis), including, without limitation, postcards, mugs, t-shirts, calendars, posters, screensavers or wallpapers on mobile telephones, or similar items (this includes the sale of products through custom designed websites, as well as sites such as zazzle.com and cafepress.com).

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No Use in Trademark or Logo. Unless you purchase a customised licence, you may not use content (in whole or in part) as the distinctive or distinguishing feature of a trademark, design mark, tradename, business name, service mark or logo. Additionally, you shall not be entitled to register (in any jurisdiction) such content (in whole or in part) as a trademark or rely on any such registrations, prior use, and/or accrued goodwill to prevent any third party use of the content or any similar content (including by us, our customers, or the copyright owner of such content).

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The rights granted to you are non-transferable and non-sublicensable, meaning that you cannot transfer or sublicense them to anyone else. There are two exceptions:

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Please note that sharing and storage restrictions apply for royalty-free content. Up to 10 individuals (total, not at any given time) may use an item of content, and all individuals must be from the same legal entity, however you may make royalty-free content available for viewing by any of your employees, clients and subcontractors. There are no restrictions on where each individual may store the content. The raw file of content may not be provided to anyone outside of your legal entity other than subcontractors. If you require content to be available to more than 10 individuals, please contact Kerto Studio to purchase rights for additional individuals.

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You may allow subcontractors (for example, your printer or mailing house) or distributors to use content in any production or distribution process related to your final project or end use. These subcontractors and distributors must agree to be bound by the terms of this agreement and may not use the content for any other purpose.

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Who owns the images? All the licensed images are owned by Kerto Studio. All rights not expressly granted in this agreement are reserved by Kerto Studio. You may not assert any right to revenue from a collecting society, social media website, content sharing platform or any other third party in respect of photocopying, digital copying, sharing, distribution or other secondary uses of the licensed content.

ATTRIBUTION.

Do I need to include a photo credit? You do not need to include a photo credit for royalty-free images.

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Termination.

Kerto Studio may terminate this agreement at any time if you breach any of the terms of this or any other agreement with Kerto Studio, in which case you must immediately: cease using the content; delete or destroy any copies; and, if requested, confirm to Kerto Studio in writing that you have complied with these requirements.

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REPRESENTATIONS AND WARRANTIES.

Kerto Studio makes the following representations and warranties:

Warranty of Non-Infringement. For all licensed content, Kerto Studio warrants that your use of such content in accordance with this agreement and in the form delivered by Kerto Studio (that is, excluding any modifications, overlays or refocusing done by you) will not infringe on any copyrights or moral rights of the content owner/creator.

Additional Warranties for Certain Content.

For licensed royalty-free content, you warrant that your use of such content is in accordance with this agreement and in the form delivered by Kerto Studio (that is, excluding any modifications, overlays or refocusing done by you) will not infringe on any trademark or other intellectual property right, and will not violate

any right of privacy or right of publicity. You are also solely responsible for payment of any amounts that may be due under, and in compliance with any other terms of, any applicable collective bargaining agreements as a result of your use of the licensed content.

INDEMNIFICATION/LIMITATION OF LIABILITY.

Indemnification of Kerto Studio by you. You agree to defend, indemnify and hold harmless Kerto Studio and its parent, subsidiaries, affiliates and content suppliers, and each of their respective officers, directors and employees from all damages, liabilities and expenses (including reasonable outside legal fees) arising out of or in connection with (i) your use of any content outside the scope of this agreement; (ii) any breach or alleged breach by you (or anyone acting on your behalf) of any of the terms of this or any other agreement with Kerto Studio; and (iii) your failure to obtain any required release for your use of content.

Indemnification of you by Kerto Studio. Provided that you are not in breach of this or any other agreement with Kerto Studio, and as your sole and exclusive remedy for any breach of the warranties set forth in this document, Kerto Studio agrees, subject to the terms outlined in the document, to defend, indemnify and hold harmless you, your corporate parent, subsidiaries and affiliates, and each of your respective officers, directors and employees from all damages, liabilities and expenses (including reasonable outside legal fees) arising out of or in connection with any breach or alleged breach by Kerto Studio of its warranties outlined above. This indemnification does not apply to the extent any damages, costs or losses arise out of or are a result of modifications made by you to the content or the context in which the content is used by you. This indemnification also does not apply to your continued use of content following notice from Kerto Studio, or upon your knowledge, that the content is subject to a claim of infringement of a third party's right.

The party seeking indemnification must promptly notify in writing the other party about the claim. The indemnifying party (the one covering the costs) has the right to assume the handling, settlement or defence of any claim or litigation. The indemnified party (the one not covering the costs) has to cooperate in any way reasonably requested by the indemnifying party. The indemnifying party will not be liable for legal fees and other costs incurred prior to the other party giving notice of the claim for which indemnity is sought.

GENERAL PROVISIONS.

Assignment. This agreement is personal to you and is not assignable by you without Kerto Studio's prior written consent. Kerto Studio may assign this agreement, without notice or consent, to any corporate affiliate or to any successor in interest, provided that such entity agrees to be bound by these terms.

Audit. Upon reasonable notice, you agree to provide to Kerto Studio sample copies of projects or end uses that contain licensed content, including by providing Kerto Studio with free of charge access to any pay-walled or otherwise restricted access website or platform where content is reproduced. In addition, upon reasonable notice, Kerto Studio may, at its discretion, either through its own employees or through a third party, audit your records directly related to this agreement and your use of licensed content in order to verify compliance with the terms of this agreement. If any audit reveals an underpayment by you to Kerto Studio of five per cent (5%) or more of the amount you should have paid, then in addition to paying Kerto Studio the amount of the underpayment and any other remedies to which Kerto Studio is entitled, you also agree to reimburse Kerto Studio for the costs of conducting the audit.

Electronic storage. You agree to retain the copyright symbol, the name of Kerto Studio, the content's identification number and any other information or metadata that may be embedded in the electronic file containing the original content, and to maintain appropriate security to protect the content from unauthorised use by third parties. You may make one (1) copy of the content for back-up purposes.

Waiver. No action of either party, other than express written waiver, may be construed as a waiver of any provision of this agreement.

Entire Agreement. No terms of conditions of this agreement may be added or deleted unless made in writing and accepted in writing by both parties, or issued electronically by Kerto Studio and accepted by you. In the event of any inconsistency between the terms of this agreement and the terms contained on any purchase order sent by you, the terms of this agreement will apply.

Notice. All notices required to be sent to Kerto Studio under this agreement should be sent via email to business@kerto.studio. All notices to you will be sent via email to the email address supplied by you when licensing the royalty-free content.

Interest on Overdue Invoices. If you fail to pay an invoice in full within the time specified, Kerto Studio may add a service charge of 1.5% per month, or such lesser amount as is allowed by law, on any unpaid balance until payment is received.