

Terms of use

Last updated: 14 April 2010

The following is a legal agreement between You and the owners and operators of RGBStock.com. By using the website You agree to be bound by the terms of this agreement. If You do not agree with the Terms of Use, please do not use this website. This agreement may be revised or updated without notice. You are advised to review it regularly. Details on updates can be found at the beginning of this document.

The use of this Website

You warrant that you are of legal age to use the website and to create binding legal obligations for any liability you may incur as a result of the use of the website. You agree that you are responsible for all of your use of the site including for the use of your account by others. The Website contains images uploaded by its members. All images and their descriptions on the Website are the property of either its members and/or RGBStock.com. The content of RGBStock.com is protected by international copyright laws. Use of these images that does not comply with the Image License Agreement and Terms of Use is prohibited. The use of Images are governed by the Image license Agreement. RGBStock.com and its members do their best to provide accurate information of images and on the services of the Website, there can be some typographical and technical errors that may arise. RGBStock.com cannot be held liable for any losses or damages resulting from the inaccuracy of any information on the website.

Uploading Images

You may upload photographs or graphics to the website, and RGBStock.com will screen these uploads to see if they are suitable for distribution. The policies behind this procedure are described in the Upload rules section of the Help. You authorize RGBStock.com to be your non-exclusive agent that licenses Images FOR FREE to third parties based on the terms that can be found in the Image License Agreement alongside the restrictions specified to each image. RGBStock.com agrees not to sell these Images under any circumstances and not to distribute them outside the website. You acknowledge that under no circumstances you can demand money from RGBStock.com or those people downloading the images. You may ask payment for a higher resolution version of an image, but only if the image is not stored on the RGBStock.com website. Furthermore, You acknowledge that RGBStock.com does not allow the upload of Images that infringe on any copyright, property right, trademark or any other applicable right. You are solely responsible for the Images you upload. You warrant that you own all proprietary rights regarding the image. Images depicting identifiable persons requires that you do your best to obtain a valid, legal and signed Model release from those parties to upload alongside the Image. You acknowledge that even though RGBStock.com does our best to prevent it from happening, RGBStock.com cannot be held responsible for the misuse or abuse of any Image. We also reserve the right to remove any approved image at any time if we believe it is defective, of poor quality or infringe on any right. Serious copyright infringement issues such as uploading Images found on other stock photography sites violates the terms of this agreement and may result in the termination of your membership.

Model release

Uploaders: By posting recognisable images of people, you acknowledge your personal responsibility to provide a signed, written model release upon request by a downloader. Generic model releases are available free of charge from many places on the internet. We suggest you type "generic model releases" into a search engine to find one. An example of a general model release can be [downloaded here](#).

Downloaders: By downloading a recognisable image of a person or child from RGBstock.com, you acknowledge your personal responsibility to request and receive a signed, written model release prior to using the image publicly.

Termination

RGBStock.com can terminate your membership account for any reason after sending you a written notice as proof of identity. Upon termination RGBStock.com removes all your Images from the website. You acknowledge that because of copyright infringement or other kinds of serious or malicious acts, you may face even more serious consequences.

Privacy policy

RGBStock.com will do everything we can in order to protect your privacy. We have a strict no-spam policy. We do not rent, sell or share your personal details with 3rd parties without your consent unless we are required to do so by the law. You may receive occasional newsletters and stock imagery related promotional offers from us, but only if you have explicitly agreed to them.

Indemnification

You agree to indemnify, defend, and hold harmless RGBStock.com and its officers, administrators and volunteer workers against all claims, liability, damages, costs and expenses, including reasonable legal fees and expenses, arising out of or related to a breach of this agreement, the use of this site and the use or the inability of use of any image, your failure to abide by any restriction regarding the use of an Image, or any claim by a third party related to the use of an image.

Warranty and Liability

THE WEBSITE AND THE IMAGES ARE PROVIDED "AS IS". WE OFFER NO WARRANTY, EXPLICIT OR IMPLIED, REGARDING ANY IMAGES, THE WEBSITE, THE ACCURACY OF ANY INFORMATION, OR ANY RIGHTS OR LICENSES UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. RGBStock.com DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE OR THE IMAGES WILL MEET YOUR REQUIREMENTS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR FREE. RGBSTOCK.COM SHALL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY GENERAL, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR LOST PROFITS OR ANY OTHER DAMAGES, COSTS OR LOSSES ARISING OUT OF YOUR USE OF THE WEBSITE OR THE IMAGES.