

# MOSTPHOTOS TERMS AND CONDITIONS FOR BUYERS

This Service is owned and operated by Mostphotos AB (556725-9956), Stockholm, SWEDEN ("Mostphotos"). These Terms and conditions govern the terms concerning Mostphotos service(s) the ("Service"). When registering to the Service Users agree to these Terms and conditions ("Terms and conditions"). These terms and conditions govern the relation between the Users of the Service. If the User does not accept and abide these Terms and Conditions the User cannot access or use the Service. Mostphotos may, at any time and of any reason, amend these Terms and conditions by publishing the amended Terms and conditions of the Service. All amended Terms and conditions shall automatically be effective thirty (30) days after they are initially published.

## 1 DEFINITIONS AND INTERPRETATION

- 1.1 "User" means, in these Terms and conditions, a private individual or organization using the Service.
- 1.2 "Buyer" means, in these Terms and conditions, a User buying a license to use Content through the Service.
- 1.3 "Contributor" means, in these Terms and conditions, a private individual or organization who/which publish Content to the Service.
- 1.4 "Content" means, in these Terms and conditions, all types of images, videos and other material and information that a Contributor publish to the Service.
- 1.5 "Editorial Content" means, in these Terms and conditions, Content which the Contributor who published the Content does not have the required Consent (as defined in section 6.2 in these Terms and conditions) to. This Content may not be used for commercial purposes but can e.g. be used in news contexts.
- 1.6 "Commercial Content" means, in these Terms and conditions, all Content except Editorial Content.

## 2 THE SCOPE OF THE SERVICE

- 2.1 The Service consists of a marketplace where Users can buy a license to use Contributor's Content according to section 5 in these Terms and Conditions.

## 3 INTELLECTUAL PROPERTY RIGHTS

- 3.1 The Content including, without limitations, all intellectual property rights in the same, shall remain the sole and exclusive property of the Contributor who published it.
- 3.2 The Buyer is advised to request additional consent in relation to Commercial Content that clearly includes a motif that is subject including, but not limited to,
  - (I) copyright,
  - (II) trademark,
  - (III) private property and
  - (IV) other legal rights that might limit the use of the Content,before using the Content for commercial purposes.
- 3.3 If a Contributor has published Content without fulfilling the duties specified within these Terms and conditions the Contributor will solely and exclusively bear all costs and all responsibilities which may arise from such actions. In all cases, Mostphotos shall bear no responsibility and no costs arising from such actions.
- 3.4 Notwithstanding the previous paragraphs, Mostphotos grants the Buyer of the Contributor's published Content a non-exclusive, worldwide license to use the Content in accordance with section 5 in these Terms and conditions.

## 4 CODE OF CONDUCT

- 4.1 The User should use the Service with common sense. E.g. The User should not disgrace or in any other way defame people visible in images.
- 4.2 Users agree to the following:
  - a) To not defame abuse, harass, threaten or otherwise violate the legal rights of others or of any third party including Mostphotos,
  - b) To not in any manner publish or post any inappropriate, defamatory, infringing, obscene, pornographic, racist, terrorist, politically slanted, indecent or unlawful topic, name, material or information,
  - c) To not contribute to destructive activities such as dissemination of viruses, spam or any other activity that might harm the Service or a third party in any way
  - d) To not download any Content which they know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner what results in copyright infringement,

## 5 THE CONTENT

- 5.1 Mostphotos has the right to, at any time and without notice, delete, move, or edit any Content published to the Service e.g. in case of, but not limited to, suspected image theft, copyright infringement, pornographic Content, and Content that depicts protective objects.

- 5.2 Mostphotos has the right to ask the User to remove, or edit any Content purchased through the Service in case of a change in the image license. I.e. if Mostphotos changes an image license from a commercial license to an editorial license.
- 5.3 Sensitive Content may require disclaimers. When Users use Content that features models or property in connection with a situation that would be deemed unduly controversial to a reasonable person (for example sexually transmitted diseases, mental illness, or political opinions), it must be made clear that:
- a) the Content is being used for illustrative purposes only and
  - b) any person depicted in the Content is a model. E.g. stating: "Stock photo. Posed by model."
- 5.4 Regardless of any other provisions in these Terms and conditions the following use of Content by the Buyer shall always be considered prohibited:
- a) any use in breach of applicable law including, but not limited to, (I) incitement to racial hatred, (II) child pornography, (III) slander, (IV) insult, (V) instigation of rebellion, (VI) unlawful description of violence;
  - b) any use that may in any other way be conceived as (I) threatening, (II) insulting, (III) racist, (IV) vulgar, (V) indecent, (VI) sexist or (VII) use which violates the personal sphere or dignity of a private individual or group including, but not limited to, advertisements in relation to dating, pornography or (VIII) any other use that Mostphotos, in its own discretion, views as harmful to either the subject of the Content or the reputation and brand of Mostphotos;
  - c) any use that constitutes infringement of a third party (I) trademark, (II) copyright, (III) personal data legislation or (IV) any other legal right.
- 5.5 Contributors grant Mostphotos a license to, to the Buyer, sell a non-exclusive, transferable, and worldwide license to use Commercial Content for any purpose, including the right to modify, reproduce, publish, display and sub-license the Content and create derivative works thereof pursuant to the conditions stated in sections 6-8.
- 5.6 Contributors grant Mostphotos a license to, to the Buyer, sell a non-exclusive, transferable, and worldwide license to use Editorial Content for the right to reproduce, publish, display and sub-license the Content and create derivative works thereof pursuant to the conditions stated in section 9.

## **6 ROYALTY-FREE STANDARD LICENSE**

- 6.1 Permitted Uses of the Commercial Content are:
- a) advertising and promotional projects including, but not limited to, printed materials, product packaging, presentations, film and video presentations, commercials, catalogues, brochures, promotional greeting cards and promotional postcards (i.e. not for resale or license);
  - b) entertainment applications such as, but not limited to, books, magazines, newspapers, editorials, newsletters, and video, broadcast and theatrical presentations;
  - c) online or electronic publications and web sites such as, but not limited to, web pages, web services, mobile applications, blogs and social media
  - d) prints, posters (i.e. a hardcopy) and other reproductions for personal use or promotional purposes specified in (a) above;
- 6.2 If the Contributor publishes Commercial Content which portrays identifiable individual(s) and/or property and other design elements forbidden to photograph, the Contributor must have a signed document in which the individual(s) or rightful owners give his/their/its consent ("Consent").
- 6.3 Buyers are only allowed to use the Commercial Content sold to them with a Royalty Free Standard License through the Service for those advertising, promotional and other specified purposes that are Permitted Uses (as defined in section 6.1 in these Terms and conditions). Buyers may use the Commercial Content in countless editions, infinitely larger prints and unlimited in future projects if the use is regarded as Permitted Use. Any use of the Commercial Content that is not a Permitted Use constitutes infringement of copyright or other intellectual property rights of Mostphotos and the Contributor who owns the Commercial Content.
- 6.4 Buyers may purchase Commercial Content for a third party, for use by said third party. This does not, however constitute a right for the Buyer to re-use this specific license outside the scope of its usage by the specific third party. A Buyer who purchases Commercial Content for a third party has an obligation to keep a written record of its relation to a third party and to present such record to Mostphotos upon request. The record shall include the name of the said third party, the date(s) on which the Commercial Content was used and the image number of the Commercial Content.
- 6.5 Unless a Buyer has purchased an Extended License or an Unlimited License as described in section 7-8, the Buyer may not do anything with the Commercial Content that is not expressly permitted in the preceding paragraphs. For greater certainty, the Buyer may not:

*Use the Commercial Content in any posters, postcards, mugs, t-shirts (printed on paper, canvas or any other media) or other items for resale, license or other distribution for profit; or use the Commercial Content as, or as a part of, a logotype.*

## **7 ROYALTY-FREE EXTENDED LICENSE**

- 7.1 If Buyers purchase Commercial Content with a Royalty Free Extended License, Buyers will, in addition to the Permitted Uses in section 6.1 in these Terms and conditions have the right to print the Commercial Content on a maximum of one thousand (1 000) products for resale or distribution for profit such as, but not limited to, posters, postcards, mugs and T-shirts.
- 7.2 If the buyer would print more than one thousand (1000) products a Royalty-free unlimited license must be purchased. Mostphotos will withdraw the user license in case of breach of section 7.1.

## **8 ROYALTY-FREE UNLIMITED LICENSE**

- 8.1 If Buyers purchase Commercial Content with a Royalty Free Unlimited License, Buyers will, in addition to the rights in section 6.1 in these Terms and conditions have the right to print the Commercial Content on an unlimited number of products for resale or distribution for profit such as, but not limited to, posters, postcards, mugs and T-shirts and also use the Commercial Content as, or as a part of, a logotype.

## **9 ROYALTY-FREE EDITORIAL LICENSE**

- 9.1 The Buyer of Editorial Content can use the Content solely for news and informative publishing such as, but not limited to, books, online or electronic publications, web sites, web pages and web services to an unlimited extent.
- 9.2 Editorial Content may not be modified or otherwise altered from its original state, except for cropping the Editorial Content in such a way that it does not materially change the original state.
- 9.3 Mostphotos and the Contributor shall always be credited by the Buyer when the Buyer uses Editorial Content. In case the Contributor chooses to hide their name, or use an alias, the Buyer may choose to only credit Mostphotos. If the use of the Editorial Content is under a circumstance where hyperlinks are technically possible, Buyers shall provide a link to [www.mostphotos.com](http://www.mostphotos.com). Under other circumstances Buyers shall always provide due credit for their use of Editorial Content. This shall be in the form of "Name of Contributor/Mostphotos" or "Mostphotos" whenever the Contributors name is hidden.
- 9.4 In the event that an image is used in connection with a film, television broadcast, documentary or other audio-video or multimedia project, Buyers shall use reasonable commercial, organizational and technical efforts to assure that Mostphotos and the Contributor who published the Editorial Content get due credit in the form specified in section 9.3.
- 9.5 Buyers may purchase Editorial Content for a third party, for use by said third party. This does not, however constitute a right for the Buyer to re-use this specific license outside the scope of its usage by the specific third party. A Buyer who purchases Editorial Content for a third party has an obligation to keep a written record of its relation to a third party and to present such record to Mostphotos upon request. The record shall include the name of the said third party, the date(s) on which the Editorial Content was used and the image number of the Editorial Content.

## **10 LIMITATION OF LIABILITY**

- 10.1 Mostphotos or its service providers shall not be responsible or liable for any software, computer viruses or other harmful files or material that is downloaded or otherwise obtained using the Service. Users use the Service at their own risk and Users will be solely responsible for any damage to their computer system or loss of data that results from the use of the Service.
- 10.2 Mostphotos, or its service providers, do not take responsibility regarding intellectual property rights, relations between Users or any other responsibilities or liabilities of any kind except from what is expressly stated in these Terms and conditions. Mostphotos does not guarantee that the Contributor who publish Content to the Service has the proper Consent to grant any licenses such that the Content does not infringe any third-party rights. Buyers are advised to use Content with care and to avoid using Content that could reasonably result in infringements in third party rights, such as images of, or including, trademarks. If Buyers are unsure whether the Content infringes third party rights, Mostphotos advises Buyers to verify this by contacting Mostphotos. The Contributor who published the Content is to be held responsible for any damage suffered by Buyers of the Content due to infringement, but Mostphotos can choose to remedy damages up to 1000 € and/or assistance as Mostphotos sees fit. Furthermore, Mostphotos cannot be held liable for a Buyer's use of any Content. If a Buyer's use of Content is in breach of these Terms and conditions or applicable law, the Contributor who published such Content is, besides Mostphotos, entitled to take legal actions against the Buyer and such breach and/or infringement.
- 10.3 The User understands and agrees that Mostphotos or its service providers shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages including, but not limited to, damages for loss of profits, goodwill or data resulting from the use of the Service or any other matter relating to it. Mostphotos may choose to remedy damages up to 1000 € and/or assistance as Mostphotos sees fit.
- 10.4 Mostphotos will not be held responsible for the Content published to the Service.
- 10.5 If a Contributor has published Content without fulfilling the duties specified within these Terms and conditions, especially section 3, the Contributor will solely and exclusively bear all costs and all responsibilities which may arise from such actions. In all cases, Mostphotos shall bear no responsibility and no costs arising from such actions. Should Mostphotos bear any costs because of such actions, the Contributor shall indemnify Mostphotos in accordance with section 12.

## **11 LIMITED WARRANTIES**

- 11.1 The Service is provided "as is" without warranties of any kind. Mostphotos does not warrant that the Service will meet User's requirements of it or that the use of the Service will be uninterrupted or free from errors.

## **12 INDEMNIFICATION**

- 12.1 Users shall indemnify Mostphotos and its service providers with respect to all liability, losses, damages, costs or expenses howsoever caused, arising out of, or in connection with
- (I) a breach of these Terms and conditions,
  - (II) the User's gross negligence
  - (III) an upload, download or use of Content by the User and
  - (IV) use or misuse of the Service.

### **13 USER-INFORMATION**

- 13.1 When Users publish or purchase Content through the Service, they warrant that they have the legal capacity and are of legal age in their country of residence (e.g. 18 years in Sweden), or have the legal consent, to enter into an agreement that legally binds them to the obligations set forth in these Terms and conditions.
- 13.2 When the User interacts with the Service the User shall provide Mostphotos with current, true, and complete information requested in the registration form. The User is responsible for keeping the information updated and complete.
- 13.3 The User agrees to be entirely responsible for all access of use of the Service. The User shall always keep the Password confidential. The User acknowledges that the Password is unique to the User and that, although Mostphotos can reset the User's Password, Mostphotos do not have the ability to access the Password.
- 13.4 Mostphotos processes personal data in accordance with current legislation applicable in Sweden. Information regarding how Mostphotos processes personal data as a data controller can be found at: [https://www.mostphotos.com/privacy\\_policy](https://www.mostphotos.com/privacy_policy)
- 13.5 Mostphotos may process personal data as a data processor within the frames of the Service, when tasked by Users to do so. E.g. when a Contributor publish Content or model releases which constitute personal data. The Users are data controllers in such situations and Mostphotos is a data processor. Such data processing is subject to the terms in Appendix 1.

### **14 BUYING CONTENT**

- 14.1 All purchases are final and binding, Buyers will not be refunded under any circumstances, except if the purchased Content has technical flaws or if required by law. When Buyers have paid for the Content, the Content will be available for the Buyers to use under the license they paid for.
- 14.2 Prices are stated on Mostphotos' website and are exclusive of any applicable VAT.
- 14.3 Mostphotos may change the prices at any time and must inform any affected Buyer of an image plan of the Content in the Service of the price change prior to an update. The Buyer of an image plan then has the option to terminate the service. By not terminating the service, the Buyer accepts the price change when it becomes effective.
- 14.4 By purchasing an image plan, Buyers accept an automatic renewal of the image plan until the image plan is cancelled. Buyers also accept that the e-commerce system of Mostphotos will automatically charge their credit card, bank account, or automatically invoice their company every agreed upon period continually until cancellation. Buyers may cancel the image plan's next period at any time before the period is purchased. Once cancelled, no further payments will be charged. Upcoming renewals, purchases and period durations are stated on the Buyers account on Mostphotos.

### **15 DURATION AND TERMINATION**

- 15.1 Mostphotos has the right to, without notice and in its sole discretion, terminate User accounts and/or to block Users from the Service in case of, but not limited to, fraudulent usage or breach of these Terms and conditions.

### **16 SEVERABILITY**

- 16.1 If any provision of these Terms and conditions between Mostphotos and the User is held to be invalid or unenforceable, such provision shall be limited, modified, or severed to the minimum extent necessary to eliminate its invalidation or unenforceability so that these Terms and conditions otherwise remain in full force, effect and enforceable.

### **17 GOVERNING LAW**

- 17.1 These terms and conditions shall be construed in accordance with and governed by the laws of Sweden.

### **18 DISPUTES**

- 18.1 Any dispute, controversy or claim arising out of or in connection with these Terms and conditions, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be Swedish.

# APPENDIX 1 – TERMS AND CONDITIONS FOR PERSONAL DATA PROCESSING

## DEFINITIONS

To the extent that the European Parliament and Council's Regulation (EU) 2016/679 (also known as GDPR), hereinafter the data protection regulation, contains terms similar to those used in the Terms and Conditions, such terms must be interpreted and applied in accordance with the data protection regulation.

In the Terms and Conditions, the following terms must have the following meanings:

**Terms and Conditions** refer to this master document and always applicable appendices.

**Applicable provisions** mean provisions and practices related to the data protection regulation, national supplementary legislation to the data protection regulation, regulatory authorities, including the European Data Protection Supervisor's regulations and observations and the Commission's Acts in the area of personal data.

**Mostphotos** refers to **Mostphotos AB** Mostphotos shall be considered the personal data processor in relation to the User.

**User** refers to those designated User in Mostphotos' General Terms and Conditions. The User is the Personal Data Controller in relation to Mostphotos.

The Terms and Conditions consist of this master document and the following appendices:

- Specification of personal data processing

## 1 BACKGROUND, PURPOSE AND VALIDITY OF THE TERMS AND CONDITIONS

Mostphotos has been commissioned to process personal information on behalf of the User. Mostphotos provides an online platform for storing, marketing, and selling images. The User has entered into a specific agreement regarding the use of Mostphotos' online platform. These terms and conditions constitute appendices to such separate agreements. The User may, in the context of the online platform, instruct Mostphotos to process personal information in the form of the User's images and the User's model contract. Mostphotos processes this personal data on the instructions of the User, as a personal data processor. This personal data processing terms and conditions shall apply to, and regulate, any processing by Mostphotos at the User's initiative.

## 2 THE USER'S OBLIGATIONS

### 2.1 Processing in accordance with applicable provisions

#### 2.1.1 Processing in accordance with the applicable terms and conditions

The User must be responsible for all processing of personal data in accordance with the Terms and Conditions.

#### 2.1.2 Provision of personal data

The User must provide Mostphotos the information, instructions and personal information necessary and appropriate to fulfil its obligations in accordance with the Terms and Conditions.

#### 2.1.3 Correct information

The User must immediately provide Mostphotos the correct information in the event that the documented instructions are incorrect, incomplete or must otherwise be changed.

### 2.2 Documented instructions

The User must provide Mostphotos documented instructions. This must regulate, but not be limited to, the personal data to be processed, the purpose of the processing, the duration and extent of the processing, the nature and purpose thereof, the type of personal data and the categories of data subjects, the User's and Mostphotos' obligations and rights, as well as the scope of protective measures and other IT and security related obligations.

The User must provide all of the information that may be required to enable Mostphotos to fulfil its contractual obligations to the User.

The documented instructions are shall be attached to the Terms and Conditions, see Appendix 1.

## 3 MOSTPHOTOS' RESPONSIBILITIES

### 3.1 The processing of personal data

#### 3.1.1 Processing in accordance with the applicable terms and conditions

Mostphotos shall only process personal information on behalf of the User in accordance with the terms and conditions.

Mostphotos may not, without the User's consent, and without prior notice from the relevant regulatory authority or without mandatory legislation,

- collect or disclose personal data from or to any third party unless otherwise agreed in writing,

- change the processing method,
- copy or restore personal data, or
- otherwise process personal data for purposes other than those listed in Appendix 1.

### 3.1.2 Transferring personal data

Mostphotos may not transfer any personal data to a state outside the EU or a State that does not maintain an adequate level of protection pursuant to the applicable provisions.

### 3.1.3 Implementation of changes

Mostphotos will implement changes, deletions, restrictions and transfers at the User's explicit request, but not if such a request is in violation of the Terms and Conditions or applicable provisions.

## 3.2 Technical and organisational measures

### 3.2.1 Implement technical and organisational measures

Considering the latest developments, implementation costs and the nature, scope, context and purpose of the processing and the risk of varying levels of probability and severity to the rights and freedoms of natural persons, Mostphotos must implement appropriate technical and organizational measures to ensure an appropriate level of security in relation to the risk.

### 3.2.2 Code of conduct and certification mechanism

Mostphotos can demonstrate compliance with the aforementioned obligations through its association with an approved code of conduct or approved certification mechanism.

## 3.3 Record keeping

### 3.3.1 Create a registry

Mostphotos must maintain an internal register of all categories of processing carried out on behalf of the User. This shall include the following:

- Name and contact details of Mostphotos and the User on whose behalf Mostphotos acts, and, where applicable, the details of the User's or Mostphotos' representative and the data protection officer.
- The categories of processing that have been carried on behalf of the User.
- Where applicable, transfers of personal data to a third country or international organization, including identification of the third country or international organization and the documentation of appropriate safeguards.
- If possible, a general description of the technical and organizational security measures.

### 3.3.2 Written register

Mostphotos must establish written registers, also in electronic form.

## 3.4 Notification obligation

Mostphotos must notify the User without undue delay in the event the personal data processing is in violation of the Terms and Conditions, the data protection regulation or other legislation. Mostphotos must then wait for instructions from the User.

## 3.5 Information

### 3.5.1 Disclosure of personal data

Mostphotos may not disclose personal data or information about the processing of personal data without the User's prior consent, except in the event of any order from the relevant regulatory authority, or Mostphotos is required to do so in accordance with the applicable provisions.

### 3.5.2 Notification obligation in the event of contact

Mostphotos must notify the User, without undue delay, if Mostphotos is contacted by a competent regulatory authority, data subject or third party for the purposes of accessing personal data processed by Mostphotos.

In the event that processing of personal data contrary to the Terms and Conditions is required by Mostphotos pursuant to mandatory EU or national law to which Mostphotos is subject, Mostphotos must inform the User of the legal requirement before processing the data, unless such information is prohibited pursuant to an important public interest under this law.

## 3.6 Revision

### 3.6.1 Verification of compliance

The User is entitled to review, internally or through third parties, to audit Mostphotos or otherwise verify that Mostphotos' processing of personal data complies with the provisions of the Terms and Conditions. In the event of such auditing or control, Mostphotos must provide the User with the assistance required to execute the auditing.

## 3.7 Security and confidentiality

- 3.7.1 Risk assessment  
Mostphotos must evaluate the risks of the processing and implement measures, e.g., encryption, to reduce any such risks. The measures should ensure an appropriate level of security, including confidentiality, taking into account the latest development and implementation costs in relation to the risks and types of personal data to be protected.
- 3.7.2 Implement security measures  
Mostphotos must implement measures to ensure that any natural and legal person performing work under Mostphotos' supervision, and who accesses personal data, only processes that data in accordance with the User's instructions.
- 3.7.3 Sufficient knowledge  
Mostphotos is responsible for ensuring that every natural person with access to the personal data processed in accordance with the Terms and Conditions has sufficient knowledge to process the personal data in a secure and efficient manner.
- 3.7.4 Changes to the personal data processing  
If Mostphotos intends to make changes to the processing of personal data or otherwise implement changes that may affect the security of the data subjects, registered rights or compliance with the Terms or Rights, Mostphotos must notify the User in advance so that the User has 10 days to object.
- 3.7.5 Privacy and confidentiality  
Mostphotos undertake to process personal data and other information that relates to the Terms and Conditions in accordance with applicable confidentiality legislation. Personnel processing personal data have entered specific confidentiality relationships and have been informed that the duty of confidentiality is in accordance with an agreement or national law.
- 3.7.6 Appropriate confidentiality measures  
Mostphotos will ensure that all employees, consultants, and others for whom Mostphotos is responsible and who process personal data are bound by an appropriate privacy obligation and are informed of how personal data shall be processed.
- 3.7.7 Information for persons with access  
Mostphotos is responsible for ensuring that persons with access to personal data are informed of how to process the personal data in accordance with the documented instructions provided by the User. Mostphotos must also ensure adequately competent management.
- 3.8 Personal data incidents
  - 3.8.1 Implement anti-corruption measures  
In the event of a suspected or detected personal data incident, Mostphotos must immediately investigate the incident and take appropriate action to alleviate its potential adverse effects.
  - 3.8.2 Description of personal data incidents  
If the User so requests, a description of the personal data incident must be provided to the User. If it is not possible to provide the information simultaneously, the information may be provided in a stage without unnecessary further delay.
  - 3.8.3 Reporting of personal data incidents  
Mostphotos must notify the User without undue delay after being informed of a personal data incident.
  - 3.8.4 Unconditional duty of notification  
The above unconditional duty to notify the User also applies if, for any other reason, Mostphotos cannot fulfil the obligations under the Terms and Conditions or the documented instructions or learns that personal data has been processed in violation of the Terms and Conditions.
- 3.9 Assist the User
  - 3.9.1 Impact assessments and advance consultation  
When required and requested, Mostphotos must assist the User to fulfil its obligations under the provisions of the data protection regulation concerning the execution of impact assessments regarding data protection and prior consultation with the supervisory authority.
  - 3.9.2 Compliance with obligations regarding the rights of data subjects  
Considering the nature of the processing, Mostphotos must, to the extent possible and using the appropriate technical and organizational measures, help the User fulfil its obligation to respond to requests to exercise the data subject's rights in accordance with chapter III of the GDPR.

## **4 MOSTPHOTOS' ASSIGNMENT OF SUBCONTRACTED PROCESSORS**

### **4.1 Written permission to engage subcontracted processors**

Mostphotos may not use another personal data processor (subcontracted processors) for processing in accordance with these terms without the prior written permission of a User. Specific written permission shall be provided by signing this agreement for the subcontracted processors listed in Appendix 1.

### **4.2 General written permission**

By signing this agreement, the User also provides a general, prior written authorization to Mostphotos to hire subcontracted processors. When employing subcontracted processors, Mostphotos must inform the User of the intended subcontracted processor no later than 10 days prior to recruitment. The User may then object to the appointment of subcontracted processors. If the User has not objected within 10 days of the date on which the personal data processor informed the User of the intended subcontracted processor, the User shall be deemed to have authorized the personal data processor to engage the intended subcontracted processor.

### **4.3 Risk division**

Mostphotos' use of subcontracted processors is at its own risk. This does not entail any change to the division of responsibilities between the Parties under the Terms.

### **4.4 Adequate level of protection**

If the User approves Mostphotos' request to engage subcontracted processors, Mostphotos must take the necessary steps to ensure that the subcontracted processors maintain an adequate level of protection of the personal data being processed and otherwise complies with applicable parts of the Terms and Conditions of the data protection regulation.

### **4.5 Agreement with subcontracted processors**

In cases where a personal data processor hires a subcontracted processor for the execution of specific processing on behalf of the User, the subcontracted processor must be subject, through an agreement or another instrument under EU law or the national laws of Member States, to the same data protection obligations as those stipulated in the Terms and Conditions or the other instrument between the User and Mostphotos and, above all, provide sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing meets the requirements of the applicable provisions. If the subcontracted processor does not fulfil its data protection obligations, Mostphotos shall be fully liable to the User for the execution of the subcontracted processor's obligations.

## **5 LIABILITY FOR DAMAGES**

### **5.1 Mostphotos' liability**

Mostphotos shall only be liable to the User for damages resulting from the processing of personal data if it has not fulfilled the obligations under applicable laws specifically applicable to Mostphotos or acts in violation of the Terms or Conditions applicable to the use of Mostphotos' online platform.

Mostphotos will avoid the abovementioned liability if it shows that it is in no way responsible for the event that caused the damage.

### **5.2 User responsibility**

The User must compensate Mostphotos for claims brought against Mostphotos, provided that the claim is due to the User's inadequate or incorrect instructions to Mostphotos, the User's violation of any applicable law or the User's breaching of the terms and conditions for using Mostphotos' online platform.

## **6 DURATION OF THE TERMS AND CHANGES AND CHANGES TO THE TERMS AND CONDITIONS**

### **6.1 Duration**

The Terms and Conditions are valid from the date the Parties sign the agreement and during the period Mostphotos processes personal information in accordance with the User's instructions.

### **6.2 Return or deletion of personal data**

After processing on behalf of the User has been terminated, Mostphotos must return a copy of the data or delete the personal data, unless the storage of personal data is required by law to which Mostphotos is subject. If the personal data must be returned, it must be done without unnecessary delay and in a general and readable electronic format.

### **6.3 Consent for new forms of processing**

If the User intends to expand Mostphotos' processing of personal data to involve new forms of processing, Mostphotos' explicit consent is required.

## **7 NOTIFICATION**

### **7.1 Written notifications**

Notifications and notices in accordance with the Terms and Conditions must be in writing.



## **8 DISPUTES**

### **8.1 Interpretation and application**

The terms must be interpreted and applied in accordance with Swedish law. Disputes concerning the interpretation and/or application of the Terms and Conditions must be resolved in a general court in Sweden, provided that no other authority, court of other jurisdiction has exclusive jurisdiction to resolve the dispute.

# SPECIFICATION OF PERSONAL DATA PROCESSING

## 1 ABOUT THIS APPENDIX:

Mostphotos agrees that personal data may only be processed in accordance with the User's documented instructions. This appendix specifies

- the purposes for which processing may be used,
- the object of the processing,
- the personal data Mostphotos may process on the User's behalf,
- the types of personal data being processed, and
- categories of data subjects who are the object of the processing.

## 2 TYPE AND PURPOSE OF THE PROCESSING

Mostphotos must process personal data on the User's behalf for the following purposes:

The User has entered into an agreement with Mostphotos to use Mostphotos' online platform for the storage, marketing and sale of images. Mostphotos must undertake all of the processing necessary to market, store and sell the images provided by the User, as well as store the existing model contracts associated with each image. This includes storing, organizing, structuring, reading, disseminating and relaying the data required to promote the User's images and complete sales.

## 3 CATEGORIES OF DATA SUBJECTS

Mostphotos must process personal data on the following categories of data subjects:

Models and witnesses to model contracts

## 4 PERSONAL DATA AND TYPES OF PERSONAL DATA BEING PROCESSED

Models

Mostphotos must process the following personal data and type of personal information about the User's models:

Bank account, address, email, phone number, images, names, Swedish National ID no.

Witness

Mostphotos must process the following personal data and type of personal information about the witness to the model contract:

Name, Swedish National ID no., address

## 5 SECURITY

Mostphotos must implement the following security measures as well as technical and organizational measures:

- **Access protection** Equipment, portable data media, etc. which is not subject to Mostphotos' supervision must be protected against unauthorized use, impact and theft. Personal data processed under this agreement must be encrypted. When laptops are used to process personal data, encryption must always be done on fixed and removable storage media.
- **Backup** Mostphotos must periodically make backups of personal data and keep them separate. Personal data must be so well protected that it can be restored after a disruption. Mostphotos must have procedures for testing restorations.
- **Authorization Control** Mostphotos must have a technical authorization system to ensure the correct user has the correct permission and access. The starting point is that the restriction must be such that only those who need the information to do their work must have access to it. Mostphotos must have procedures for allocating and revoking authorization. All usernames and passwords are personal.
- **Repair and servicing** If computer equipment used to process the User's personal data is repaired and serviced by anyone other than Mostphotos, Mostphotos must establish a specific confidentiality agreement with the service provider. During the service provider's visit, the service must be done under the supervision of Mostphotos.
- **Investigation procedures** Mostphotos must ensure that there are technical and practical conditions for investigating suspicions of unauthorized access and other forms of unauthorized use of personal data.

## 6 SUB-CONTRACTED ASSISTANCE

Under these Terms and Conditions, Mostphotos may request specific written permission from the User to designate the following subcontracted processors:

- Amazon, <https://pages.awscloud.com/compliance-contact-us.html>, Ireland
- Fortnox, 556469-6291, Sweden
- Google, Ireland
- Hubspot, [privacy@hubspot.com](mailto:privacy@hubspot.com), USA
- Inexchange, 556700-9971, Sweden
- Mailgun Group, [privacy@mailjet.com](mailto:privacy@mailjet.com), Germany, Belgium
- Media Agency, Vybild AB, 556910-2097, Sweden
- Nordnet, 556249-1687, Sweden
- Paypal, <https://www.paypal.com/se/selfhelp/contact/email/privacy>, USA
- PWC, 556126-4259, Sweden
- Stripe, [dpo@stripe.com](mailto:dpo@stripe.com), USA
- Swedbank AB, 502017-7753,
- Treekonomer, 556679-0365, Sweden
- Waya Finance & Technology AB, 559012-7725, Sweden