

STT's Terms & Conditions for Lehtikuva Pictures

1) Copyright

a) Oy Suomen Tietotoimisto – Finska Notisbyrån Ab (hereafter STT) grants Client one-time picture* publishing right for a purpose agreed in advance, and charges a fee in accordance with its price list applicable at any given time.

b) Client is not entitled to transfer rights to a third party.

c) The granted one-time publishing right shall not be construed as an exclusive right.

d) The holder of the picture rights and/or STT shall at all times retain the copyright to the picture. The copyright does not transfer to the buyer of the picture publishing right (Client).

2) Client's liabilities and obligations

a) When publishing the pictures, the Client shall ensure the legality of the context where the pictures are used, obtain the permissions and consents required for their publication, and observe the generally established practices and decency. The Client shall also obtain the permissions needed for any names, persons, works of art, trademarks, and proprietary rights shown in the pictures. The Client shall ensure that publication of the pictures does not insult anyone's privacy or dignity.

b) The pictures are delivered at the Client's risk. The Client shall also be responsible for any pictures received by a third party and/or downloaded from STT's digital Lehtikuva database with the authorization of the Client. In addition, the Client shall be responsible for any pictures downloaded with the Client's User ID, regardless of whether this has happened with the authorization of the Client or not. Pictures sent by post shall be considered as delivered when left to a post office for delivery.

c) In order to obtain the publishing right, the Client shall state the way of use the publication or advertising media, and the end user of the picture.

d) STT shall be notified in advance of any intended repeated use or additional use. If the picture is re-published without prior notice, the price charged for picture publishing shall be incremented by 100 % compared with the normal price of the repeat publication.

3) Invoicing; Notification of use

a) Downloading of the picture from STT's digital Lehtikuva database shall be regarded as invoicing criteria.

b) The Client shall send STT a free author's copy of the publication where the picture has been used, or link to the online publication. Should the Client fail to send the author's copy within 14 days from the publication of the picture, STT shall be entitled to charge the expenses for follow-up of use in accordance with its price list applicable at any given time.

c) If it becomes necessary to send the Client a new invoice or credit note due to incorrect or inadequate invoicing information given by the Client, STT shall be entitled to charge a re-invoicing fee in accordance with its price list applicable at any given time.

4) Publishing instructions and restrictions

- a) Any use for advertising and marketing purposes shall be agreed on in advance.
- b) If the picture is to be used in international publications, or for international distribution, the permission shall always be obtained in advance.
- c) The restrictions of use specified in the metadata of the picture shall be strictly observed.
- d) Pictures are not to be used in services (e.g. social media) that require assignment of the copyright to a third party.
- e) When publishing the pictures, the name of the photographer or international picture agency as well as that of Lehtikuva shall be mentioned as the source. If the source of the picture is not mentioned, the price for publishing shall be incremented by 50 %.
- f) No picture manipulation is permitted without STT's prior consent.

5) Remarks; Storing of pictures

- a) Any remarks to the order must be made within five working days from receipt of the pictures, or immediately after downloading of the pictures from STT's digital Lehtikuva database.
- b) Digital picture files should be destroyed immediately after use and may not be stored.

6) STT's liability

- a) STT shall be liable for direct damage caused by its intentional or gross neglect. STT's liability shall be limited to the amount charged from the Client. STT assumes no liability for any indirect losses or damage caused to third parties.

* Picture may refer to a photo, video, graphic or a combination of them.

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Unofficial translation in English.

Only terms and conditions published in Finnish are legally binding.

STT's Terms & Conditions for Lehtikuva Photo Assignments

(Publication-specific licence)

1) Copyright

- a) Oy Suomen Tietotoimisto – Finska Notisbyrå Ab (hereafter STT) grants Client first rights for picture* publication and a continuing publishing right in Client's publication in both print and electronic media. Client is not entitled to transfer rights to a third party.
- b) The granted license is not to be construed as exclusive.
- c) STT retains the copyright to the pictures at all times.
- d) Assignment of rights excludes moral rights.

2) Client's liabilities and obligations

- a) When publishing the pictures, the Client shall ensure the legality of the context where the pictures are used, obtain the permissions and consents required for their publication, and observe the generally established practices and decency. The Client shall also obtain the permissions needed for any names, persons, works of art, trademarks, and proprietary rights shown in the pictures. The Client shall ensure that publication of the pictures does not insult anyone's privacy or dignity.
- b) The pictures are delivered at the Client's risk. The Client shall also be responsible for any pictures received by a third party with the authorization of the Client. Pictures sent by post shall be considered as delivered when left to a post office for delivery.
- c) When publishing the pictures, the name of the photographer as well as that of Lehtikuva shall be mentioned as the source.

3) Remarks and STT's liability

- a) Any remarks to the order must be made within five working days from receipt of the pictures.
- b) STT shall be liable for direct damage caused by its intentional or gross neglect. STT's liability shall be limited to the amount charged from the Client. STT assumes no liability for any indirect losses or damage caused to third parties.
- c) STT shall not store the pictures delivered to the Client, exclusive of the pictures it considers appropriate for resale.

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STT's Terms & Conditions for Lehtikuva Photo Assignments

(License to use and transmit)

1) Copyright

- a) Oy Suomen Tietotoimisto – Finska Notisbyrån Ab (hereafter STT) grants Client the right to use pictures* and to transmit them. Client is granted the right to publish pictures in both print and electronic media and to assign publishing rights to a third party, not for sale.
- b) The granted license is not to be construed as exclusive.
- c) STT retains the copyright to the pictures at all times.
- d) Assignment of rights excludes moral rights.

2) Client's liabilities and obligations

- a) When publishing the pictures, the Client shall ensure the legality of the context where the pictures are used, obtain the permissions and consents required for their publication, and observe the generally established practices and decency. The Client shall also obtain the permissions needed for any names, persons, works of art, trademarks, and proprietary rights shown in the pictures. The Client shall ensure that publication of the pictures does not insult anyone's privacy or dignity.
- b) The pictures are delivered at the Client's risk. The Client shall also be responsible for any pictures received by a third party with the authorization of the Client. Pictures sent by post shall be considered as delivered when left to a post office for delivery.
- c) When publishing the pictures, the name of the photographer as well as that of Lehtikuva shall be mentioned as the source.

3) Remarks and STT's liability

- a) Any remarks to the order must be made within five working days from receipt of the pictures.
- b) STT shall be liable for direct damage caused by its intentional or gross neglect. STT's liability shall be limited to the amount charged from the Client. STT assumes no liability for any indirect losses or damage caused to third parties.
- c) STT shall not store the pictures delivered to the Client, exclusive of the pictures it considers appropriate for resale.

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STT's Terms & Conditions for Lehtikuva Photo Assignments (Exclusive Right)

1) Copyright

a) Oy Suomen Tietotoimisto – Finska Notisbyrå Ab (hereafter STT) exclusively grants Client for the pictures* all economic rights referred to in the Copyright Act, including the right to alter, reproduce and transmit the pictures.

b) Assignment of rights excludes moral rights.

2) Client's liabilities and obligations

a) When publishing the pictures, the Client shall ensure the legality of the context where the pictures are used, obtain the permissions and consents required for their publication, and observe the generally established practices and decency. The Client shall also obtain the permissions needed for any names, persons, works of art, trademarks, and proprietary rights shown in the pictures. The Client shall ensure that publication of the pictures does not insult anyone's privacy or dignity.

b) The pictures are delivered at the Client's risk. The Client shall also be responsible for any pictures received by a third party with the authorization of the Client. Pictures sent by post shall be considered as delivered when left to a post office for delivery.

c) When publishing the pictures, the name of the photographer as well as that of Lehtikuva shall be mentioned as the source.

3) Remarks and STT's liability

a) Any remarks to the order must be made within five working days from receipt of the pictures.

b) STT shall be liable for direct damage caused by its intentional or gross neglect. STT's liability shall be limited to the amount charged from the Client. STT assumes no liability for any indirect losses or damage caused to third parties.

c) STT shall not store the pictures delivered to the Client.

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