



Medical Image Standard Licence Terms

Our Standard Terms

These are the standard terms of the Medical Stock Images Company Ltd ("us" or "we") granting a licence for the Reproduction of Medical Images which may be downloaded and purchased through our website at www.medicalstockimages.net. ("our Website").

If you purchase a licence from us (through our online shopping and payment mechanism on Our Website) you are agreeing to abide by these licence terms to the limits on Reproduction described in your chosen Licence Plan and any Additional Licence Conditions indicated or referred to on Our Website for any given Medical Image.

If these terms are not suitable for your needs we may be willing to agree alternative terms by individual negotiation at additional cost. If this applies to you, please email us at hello@medicalstockimages.net before taking out your licence with your contact details and an explanation of your requirements and we will endeavour to respond to your query as soon as we can.

Definitions used in these Licence Terms

Licence Plan means the licence plan that you select for the use and Reproduction of each Medical Image as described here </pages/license-type-specifications>

Medical Image means the illustrations or photographs or other works that you have added to your shopping basket on our Website the Reproduction of which you wish to licence from us.

"Reproduction" and "Reproduce" means any form of copying or publication of the whole or a part of any Medical Image, via any medium and by whatever means, the distortion, alteration, cropping or manipulation of the whole or any part of the Medical Image and the creation of any derivative work from, or that incorporates, the Medical Image but in all cases only for still two dimensional formats i.e. not for film or other animated use save as expressly permitted in a Licence Plan..

Additional Licence Conditions means any constraints or other conditions that any given Medical Image may be subject to as indicated on our Website for any given Medical Image.

Pricing Plan means any Pricing Plan that we publish from time to time for any given Medical Image which links the price you pay to Reproduce it to the extent of the right to Reproduce it (for example by reference to the specific Licence Plan that you choose which limits the way the Medical Image can be used).

Payment Gateway Costs the fees we incur and pay to payment service providers such as PayPal, banks and credit card companies and other financial institutions for handling payments of money due to us from you.

Extent of Your Licensed Use

You may not Reproduce or otherwise use the Medical Image for a Prohibited Use (see below).

We do not time limit your licence unless and to the extent we indicate otherwise in the Licence Plan or in any Additional Licence Conditions or in the Pricing Plan, so normally this means there is no expiration or end date on your rights to Reproduce the Medical Image.

You will not be obtaining the exclusive right to use the Medical Image. If you are interested in obtaining this right then please contact us to establish what may be possible.

Our Medical Images are licensed to you on the basis that they are only to be Reproduced and embodied into other content forming part of a single project that you or your client are involved in.

We are not licencing you to resell the Medical Image as a stand-alone file in whole or part for use outside of the project which you have acquired the Medical Image for.

You may not Reproduce the Medical Image for reward in competition with our business.

In no circumstances will you supply a Medical Image to others as part of a medical image library of any kind.

Recognising who created the Medical Image

You must never indicate that you are the original creator of a Medical Image and if it forms part of or is embodied in another larger original work you must clearly ensure that viewers or readers are not misled as to its origination, you could do this for example by providing due recognition and explanation as part of the credits to the work of which it forms part.

Prohibited Use

You agree not to use or Reproduce the Medical Images for any purpose or in any way which is illegal, defamatory, disparaging, actually or potentially hurtful or harmful, pornographic or which promotes harm, hate or violence or is a derogatory treatment of the Medical Image that you have obtained from us.

You may not Reproduce the Medical Image on any social media site online platform that claims the right to use content posted on that platform (i.e. the Medical Image) for any use beyond the terms of this licence.

Warranties

We warrant that to the best of our knowledge information and belief your use of the Medical Image in accordance with the terms of this licence will not infringe the copyright of any third party and moral rights of any third party. If we are in breach of this warranty we will indemnify you as stated in the section on indemnities below.

Our standard licence cover a very wide number of potential uses for the Medical Image so we do not warrant to you that your Reproduction of the Medical Image is fit for your intended purpose even if you inform us of that intended use or purpose.

Save as stated above the Medical Images are provided "as is" without representation, warranty or condition of any kind, either express or implied, including, but not limited to, implied representations, warranties or conditions as to quality. You agree that in all the circumstances and given the price you pay for a licence of the Medical Image this is a reasonable position.

The Licence is granted to you not to anyone else

Our business model and pricing is based on licensing content repeatedly to numerous customers on a limited basis. You acknowledge and accept that if we licensed completely unrestricted use to you and you then passed on or traded in the rights granted to you it would damage our business. For that reason the licence granted is not transferable. You accept this is reasonable and we would not licence you without that acceptance.

We accept that you may acquire a licence for a client of yours or for your employer and this is acceptable to us provided you have the right to do that for them and when they use and Reproduce the Medical Images you ensure that they are bound legally to us to abide by these licence terms as if they had taken a licence directly from us.

We also accept that you may need to sub-contract Reproduction of a Medical Image to produce or distribute the work in which a Medical Image is embodied. This is also acceptable but you must ensure that the Medical Image is not used for any other purpose.

We can assign or transfer our rights and obligations under this agreement to anyone as long as they agree to be bound by those rights and obligations.

Medical Image Library Content - Ownership and Control

Save to the extent stated in your licence you do not obtain any intellectual property or other rights in the Medical Images which are owned either by us or other rights owners who have licensed them to us, so all other rights are reserved.

We reserve the right to discontinue supplying and licencing any Medical Image at any time at our entire discretion and without giving reasons.

If you breach these licence terms:

- We can give notice to you requiring the breach to be remedied to our satisfaction or end your licence and any other licence we have you if we reasonably think that you are or may well breach the terms of those other licences;
- you must immediately stop Reproducing the Medical Image cease using the same in any way whatsoever and ensure that all permitted users e.g. clients and subcontractors do likewise. For all copies of the Medical Image still under your care or control you must also delete and or destroy the same (save for no more than five internal record copies) and if we call on you to do so, you will have a senior officer of your company or organisation to swear under oath that this term has been complied with.

If we receive notice from a third party alleging that your licensed Reproduction of any Medical Image infringes its rights we may end or suspend your licence pending the outcome of any such dispute.

Indemnities

You agree to defend, indemnify and hold harmless us and any relevant rights owners and each of our and their respective officers, directors and employees from all damages, liabilities and reasonable expenses (including reasonable legal fees) arising out of or in connection with any breach or alleged breach by you (or anyone acting on your behalf) of any of the terms of your licence including any applicable provisions of your Licence Plan, the Pricing Plan and any Additional Licence Conditions.

If it is alleged that we have breached the warranty we gave you above about not infringing copyright and or moral rights of third parties then we will indemnify you and each of your respective officers, directors and employees from all damages, liabilities and reasonable expenses (including reasonable outside legal fees) arising out of or in connection with any such breach. This indemnity will not apply to any loss or damage following continued Reproduction and use of such a Medical Image arising after the date on which we give you notice or you otherwise become aware of a potential third party that the Medical Image is subject to a claim of infringement of a third party's right. This indemnity is also limit in value to a maximum of GB £5000 per Medical Image no matter how many times you may have Reproduced it.

The person giving the indemnity has the right to assume the handling, settlement or defence of any claim or litigation, in which case the other party has to give such reasonable assistance as may be requested. 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.

WE WILL NOT BE LIABLE TO YOU NOR YOU LIABLE TO US OR TO ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR OTHER SIMILAR DAMAGES, COSTS OR LOSSES ARISING OUT OF THIS AGREEMENT, EVEN IF WE (OR YOU) HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES.

SOME COUNTRIES DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY BUT TO THE EXTENT THIS IS POSSIBLE WE DO EXCLUDE AND LIMIT THE SAME SAVE AS STATED IN THIS LICENCE

No Waiver of Rights

No failure or delay by us or you to exercise any right or remedy provided under this licence or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

Licence Compliance Checks

You will give us such information and reasonable access to records as we may reasonably require to check on your compliance with the terms of this licence. If it turns out following such checks that you were in material breach of its terms you will pay us the costs we suffered for checking.

Interest

If you fail to make any payment due to us or a person indemnified under this licence by the due date for payment, then, without limiting any other right or remedy you shall pay interest on the overdue amount at the rate of 5% per annum above Santander Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment..

Entire licence

This licence (including the provisions of any applicable Additional Licence Conditions and any Pricing Plan) constitute the entire agreement between us and supersedes all previous agreements between us relating to its subject matter with effect from the date you confirm acceptance of its terms (which happens when you complete the purchase steps on our Website and or download or receive from us a Medical Image).

Severance

If any court finds that any provision of this licence (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

Third Party Rights

No person other than a party to this licence (or a person indemnified under it) shall have any rights to enforce any term of this licence.

Taxes

You are responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any tax authority arising from you taking and or using the licence granted to you.

Notices

All notices required to be sent to us under this agreement should be sent via email to hello@medicalstockimages.net.

All notices to you will be sent via email to the email set out on the details that you have provided when acquiring a licence for a Medical Image from our Website.

Governing law and jurisdiction

This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

You and we irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

You will not object to us taking proceedings or enforcing any judgement relating to this licence in any jurisdiction where you trade hold assets or are otherwise established.