

Terms of Use and Publication Rights

USER GUIDE

- 1. Photostar Oy is Finland's most versatile photo agency and photography service.**
Our services cover all types of photography, from creative personal or corporate portraits to product and brand advertising. Our cameras are also ready to document and capture any artistic or socio-cultural event. We also provide video recording services primarily for corporate use. Photostar complies with the current Finnish consumer legislation, Finnish commercial law, and data protection regulations. Before placing an order, the customer must review the current terms and conditions.
- 2. Ownership and Copyright**
Photostar retains the copyright and ownership of all images. The ownership and copyright of the materials never transfer to the customer upon ordering and payment. Even if the image's copyright has expired at the time of ordering or afterward, the economic rights to the image remain with Photostar. The use of the image is always charged according to these delivery and usage terms. For any inquiries, please contact our customer service (photostar.customer@gmail.com), and we will aim to meet your needs.
- 3. Customer's Right to Use and Publish Images**
Photostar has made images available for viewing online, allowing you to browse and select desired images and photo products. All images in the service are the property of Photostar. Downloading, using, copying, printing, and sharing images on the Internet (including on social networks) without Photostar's permission is prohibited and violates these terms. The customer must obtain permission for image use.
- 4. Order Cancellation, Satisfaction Guarantee, and Money-Back Guarantee**
Within the first 30 days after placing an order, the customer has the right to cancel the contract if they consider the image's technical quality too poor. We will fully refund the payment or allow the customer to choose another image as a replacement. When using the money-back guarantee, all rights to use and publish the downloaded Photostar materials are revoked.
- 5. Compensation for Unauthorized Image Publishing**
If the customer uses Photostar's supplied material without permission or against this agreement, Photostar has the right to charge the customer a €300 fine in addition to the sales price of the used image.

The client is responsible for ensuring the legality of the image's use and obtaining necessary permissions and consents for publishing. The client must ensure that Photostar's and the photographer's names are mentioned when publishing the images. If Photostar and the photographer's names are not credited, the image usage fee will be increased by 50%. The customer may not edit the images without Photostar's written permission.

The client may not use or allow the images to be used in foreign publications or elsewhere without Photostar's prior written permission. When publishing, it must be announced to the media that the images used belong to Photostar.

6. Compensation for Damages

If the customer causes damage to Photostar with the supplied materials, Photostar has the right to demand compensation from the customer equal to the economic (material and immaterial) value of the damage.

7. Disputes and Their Resolution

Disputes arising from this contract and its interpretation will primarily be resolved through negotiation. Ultimately, disputes will be settled at the Espoo District Court under Finnish law.

Usage Rights Agreement

In the usage rights agreement, the level of usage rights for the material requested by each customer is specified.

Usage rights have one level: Royalty-free, publication-free.

The usage right is exclusive to the customer and may not be transferred to third parties.

However, if the customer produces marketing, advertising, or publishing services for their clients, they may, as part of their assignment, grant their client the right to use material essentially related to the task. The order may not consist solely or mainly of material delivery. The rights of the customer's own clients are at most as broad and valid as the customer's rights. The customer's clients do not have independent rights.

8. Payment

Available payment methods include online banking, credit cards, and invoices. In the online store, payments can be made with all major credit cards (Visa, Visa Electron, Mastercard) and via invoice. The payment term for invoices is 14 days net from the order date (interest on overdue payments is 8%). All unpaid invoices may be collected. If you require a longer payment period, please contact customer service before purchasing.

9. Limitations of Liability

Photostar is not responsible for the legality of image use nor for any claims for damages by third-party image users.

10. Pricing

The price of the materials is determined by the acquired license and the image size. Prices are always indicated at the time of purchase. It is also possible to negotiate prices for multiple image purchases. If you wish to order a photo or video for editorial, commercial, or promotional use:

PRICING: Usage Licenses for Images

PERSONAL, NON-COMMERCIAL LICENSE

Image Size	Description	Price
S-size	Digital file approx. 1000 x 600 px, 72 ppi	14 €
M-size	Digital file approx. 2500 x 1500 px, 72 ppi	19 €
XL-size	Digital file full resolution +5000 px, 300 ppi (print quality)	35 €
Video clip	Video resolution, mp4, full HD or 4K	39 €

CORPORATE / PRESS COMMERCIAL LICENSE

Usage	Description	Price
Online publication, press release	Digital file full resolution + 5000 px, 300 ppi	82 €
Newspaper, customer magazine, newsletter, books, and TV	Digital file full resolution + 5000 px, 300 ppi	130 €
Brochure, advertisement, exhibitions, fairs (digital + print)	Digital file full resolution + 5000 px, 300 ppi	170 €
For-sale product, TV, outdoor advertising	Digital file full resolution + 5000 px, 300 ppi	270 €
Marketing campaign	Digital file full resolution + 5000 px, 300 ppi	340 €

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