



IMAGE LICENSING AND USAGE POLICY

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INTERPRETATIVE NOTE

This Image Licensing and Usage Policy is intended to clearly define the rights, obligations, limitations and conditions applicable to the various licensing options offered by Studio Photostar Oy.

To facilitate proper interpretation, this document includes practical examples of authorized and unauthorized uses. These examples are illustrative only and are intended to help clients better understand the scope of each license.

The examples provided do not by themselves limit or extend the rights granted under any particular license.

If any uncertainty exists regarding the interpretation of a license or a specific intended use, the client shall contact Studio Photostar Oy before using the image.

Studio Photostar Oy is committed to helping clients select the most appropriate licensing solution for their project, publication, campaign or professional activity.

The purpose of this policy is to promote transparent, responsible and lawful use of images while protecting copyright, image rights and the legitimate interests of both the photographer and image users.

DEFINITIONS

For the purposes of this Policy:

“Photostar” means Studio Photostar Oy.

“Photographer” means Jose Tabares or any photographer represented by Studio Photostar Oy.

“Image” means any photograph, digital image, visual file, video frame or derivative visual content distributed by Studio Photostar Oy.

“Client” means any individual, company, organization, media outlet, institution or entity acquiring a license from Studio Photostar Oy.

“License” means a limited authorization granted by Studio Photostar Oy to use an image under specified conditions.

“Editorial Use” means use for journalistic, informational, educational, documentary, historical or cultural purposes.

“Commercial Use” means use intended to support, promote or facilitate business activities, products, services, brands or organizations.

“Advertising Use” means use in paid promotional campaigns intended to market products, services, organizations or brands.

1. PURPOSE

This General Image Licensing and Usage Policy governs the access, viewing, acquisition, licensing, publication and use of photographs and visual content distributed by Studio Photostar Oy.

Any person who accesses, views, downloads, acquires, licenses or uses images supplied by Studio Photostar Oy agrees to be bound by the terms and conditions contained in this policy.

1.1 Effective Date: June 15, 2026 Last Updated: August 4, 2026 This addendum is intended to be incorporated into the existing Photostar Image Licensing & Usage Policy. It introduces document versioning and a governing law clause while leaving all other provisions unchanged. Governing Law This policy shall be governed by and construed in accordance with the laws of Finland. Any dispute, claim or controversy arising out of or relating to the licensing, purchase, use or reproduction of Photostar images shall be subject to the exclusive jurisdiction of the competent courts of Finland, unless mandatory law provides otherwise. Recommendation For the website, insert the Version and Effective Date immediately below the document title, and place the Governing Law section as the final section before the contact information.

2. COPYRIGHT AND INTELLECTUAL PROPERTY

All photographs, images, digital files, captions, IPTC metadata and related visual materials distributed by Studio Photostar Oy remain the exclusive property of Jose Tabares and/or Studio Photostar Oy.

The purchase of an image, digital file or license does not transfer copyright ownership or any intellectual property rights.

The client acquires only a limited right of use under the specific terms of the license purchased.

All rights not expressly granted remain reserved.

Copyright ownership remains exclusively with Jose Tabares and/or Studio Photostar Oy regardless of the type of license granted.

3. IMAGE VIEWING AND PROHIBITION OF UNAUTHORIZED COPIES

Images displayed in online galleries, image banks, client preview systems, websites, catalogs, contact sheets or any other platform operated by Studio Photostar Oy are provided solely for viewing, selection and licensing purposes.

Viewing an image does not constitute a license to use the image.

Unless expressly authorized in writing by Studio Photostar Oy, the following actions are strictly prohibited:

- Downloading images.
- Copying images.
- Saving images from previews or galleries.
- Reproducing images.
- Distributing images to third parties.
- Publishing images without a valid license.
- Removing copyright notices, watermarks or metadata.
- Using images obtained through unauthorized means.

Any unauthorized use may constitute copyright infringement and may result in legal action and claims for damages.

4. SCREENSHOTS AND UNAUTHORIZED DIGITAL COPIES

The use of screenshots, screen captures, screen recordings or any other method of reproducing an image displayed in an online gallery, website, image bank or preview platform is strictly prohibited.

A screenshot is considered a copy of the image and does not grant any right of use.

The publication, distribution, sharing, storage or commercial exploitation of images obtained through screenshots shall be treated as unauthorized use.

Clients and visitors are reminded that images displayed online remain protected by copyright regardless of the technical method used to copy them.

Unauthorized screenshot use may result in legal action and claims for compensation.

5. PERSONAL USE LICENSE

The Personal Use License authorizes private, personal and non-commercial use only.

Permitted uses include:

- Personal social media profiles.
- Personal websites and blogs.
- Email sharing.
- Family photo albums.
- Personal archives.
- Private decoration.
- High-quality personal prints.

- Sharing with family members and friends.
- Personal photo books.

The Personal Use License does not authorize:

- Commercial activities.
- Advertising.
- Marketing.
- Business promotion.
- Corporate communications.
- Political campaigns.
- Institutional communications.
- Resale.
- Redistribution.
- Sublicensing.
- Transfer to third parties.

The Personal Use License is non-transferable unless otherwise authorized in writing by Studio Photostar Oy.

6. EDITORIAL LICENSE

The Editorial License authorizes the use of images exclusively for journalistic, informational, documentary, educational, academic, historical or cultural purposes.

Permitted uses include:

- Newspapers.
- Magazines.
- News websites.
- Editorial blogs.
- Documentary productions.
- Academic publications.
- Educational books.
- Research projects.
- Historical archives.

The primary purpose of the publication must be to inform, educate, document or illustrate factual content.

Editorial licenses do not authorize:

- Advertising.
- Commercial promotion.
- Product marketing.
- Branding campaigns.
- Merchandising.
- Political campaigns.
- Commercial endorsements.

Any change in the intended use of an image may require a new license.

7. EDITORIAL CREDIT AND PUBLICATION NOTICE

Whenever technically and editorially possible, the client shall provide proper credit to the photographer.

Recommended credit formats:

© Jose Tabares / Photostar

Photo by Jose Tabares

Photography: Jose Tabares / Photostar

The omission of a credit line does not transfer copyright ownership.

Studio Photostar Oy kindly requests that editorial clients inform the photographer, whenever reasonably possible, about where and when licensed images are published. Such notification is appreciated for documentation, portfolio and archival purposes and does not create any additional rights or obligations for the client.

La siguiente parte incluirá:

- Licencia Comercial.
- Licencia Publicitaria.
- Uso de imágenes con personas identificables.
- Usos políticos e institucionales.
- Inteligencia Artificial.
- Transferencias y sublicencias.
- Territorio y duración.

Perfecto. Continuamos con la **Parte III**, que es probablemente la sección más importante para clientes empresariales y agencias.

8. COMMERCIAL LICENSE

The Commercial License authorizes the use of images for business, professional, corporate, promotional and institutional communication purposes.

Permitted uses include:

- Corporate websites.
- Company social media accounts.
- Newsletters.
- Annual reports.
- Corporate presentations.
- Product catalogues.
- Brochures.
- Flyers.
- Posters.
- Trade fairs.
- Exhibitions.
- Roll-up displays.
- Press releases.
- Corporate communications.
- Marketing materials.

The Commercial License does not automatically grant exclusivity.

Unless otherwise agreed in writing, Studio Photostar Oy retains the right to license the same image to other clients.

Commercial licenses do not authorize resale, redistribution or sublicensing.

9. ADVERTISING LICENSE

The Advertising License authorizes the use of images in paid promotional campaigns.

Permitted uses include:

- Facebook Ads.
- Instagram Ads.
- Google Ads.
- LinkedIn Ads.
- TikTok Ads.
- YouTube advertising.

- Print advertising.
- Outdoor advertising.
- Billboards.
- Promotional campaigns.
- Brand marketing campaigns.

The scope of each Advertising License may vary according to:

- Duration.
- Territory.
- Audience size.
- Media channels.
- Campaign budget.
- Exclusivity requirements.

Advertising licenses may be subject to specific written agreements.

10. IMAGES CONTAINING IDENTIFIABLE PERSONS

The acquisition of an Editorial License does not automatically authorize commercial or advertising use of images containing identifiable individuals.

Certain images may be suitable for editorial publication but may require additional permissions, consents or image rights clearances before commercial or advertising use.

Example:

A photograph taken during a World Athletics Championship may be used for editorial reporting about the event.

However, the same image may not automatically be used to advertise products, services or brands without obtaining any additional permissions required by applicable law or contractual obligations.

The client is responsible for ensuring that all necessary permissions have been obtained for the intended use.

Studio Photostar Oy shall not be responsible for permissions, releases or authorizations that fall outside the scope of the license granted.

11. POLITICAL, ELECTORAL AND INSTITUTIONAL USES

Political, electoral, governmental, partisan or advocacy-related uses are not automatically included in standard licenses.

The following uses require prior written authorization:

- Election campaigns.
- Political advertising.
- Candidate promotion.
- Referendum campaigns.
- Political fundraising materials.
- Governmental advocacy campaigns.
- Political endorsements.

Studio Photostar Oy reserves the right to approve, refuse or establish specific conditions for such uses.

12. ARTIFICIAL INTELLIGENCE (AI)

Unless expressly authorized in writing by Studio Photostar Oy, no image may be used for:

- Training artificial intelligence systems.
- Machine learning datasets.
- Computer vision systems.
- Generative AI models.
- AI testing environments.

- Synthetic image generation.
- Data mining projects.
- Automated image analysis systems.

The use of any image for AI-related purposes without prior authorization is strictly prohibited.

13. TRANSFER OF RIGHTS AND SUBLICENSES

As a general rule, all licenses granted by Studio Photostar Oy are personal and non-transferable.

Clients may not:

- Resell images.
- Transfer licenses.
- Grant sublicenses.
- Redistribute licensed files.
- Provide images to third parties for independent use.

Exceptionally, Studio Photostar Oy may authorize transfers or sublicenses when such authorization has been requested in advance and approved in writing.

Any authorized transfer shall be limited to the scope expressly agreed by Studio Photostar Oy.

In the absence of written authorization, all licenses remain strictly non-transferable.

Perfecto, José. Aquí tienes la **Parte IV y Final** de la versión inglesa del Documento Maestro.

14. TERRITORY AND DURATION

Unless otherwise agreed in writing, all licenses granted by Studio Photostar Oy shall be valid worldwide.

Personal Use Licenses and Editorial Licenses shall be granted for an indefinite duration unless expressly stated otherwise in the applicable license agreement.

Commercial Licenses and Advertising Licenses shall likewise be granted for an indefinite duration unless a specific term has been agreed in writing.

Studio Photostar Oy may offer:

- Temporary licenses.
- Renewable licenses.
- Campaign-specific licenses.
- Territory-restricted licenses.
- Time-limited licenses.

The exclusivity of any license shall never be presumed.

Any exclusive rights must be expressly granted in writing and shall be subject to separate negotiation and compensation.

Unless otherwise stated, all licenses granted by Studio Photostar Oy are non-exclusive.

Specific conditions relating to duration, territory, exclusivity or renewal may be set out in a quotation, invoice, contract, license certificate or other written agreement.

15. ADDITIONAL USES

Any use exceeding the scope of the purchased license shall require prior written authorization from Studio Photostar Oy.

Additional fees may apply depending on:

- The nature of the use.
- The duration.
- The territory.
- The audience size.

- The media channel.
- The commercial value of the project.

Failure to obtain the appropriate authorization may constitute copyright infringement.

16. LIMITATION OF LIABILITY

The client is solely responsible for ensuring that the use of any licensed image complies with applicable laws and regulations.

Studio Photostar Oy does not guarantee that a particular image may be used for every intended purpose.

The client shall be responsible for obtaining any permissions, approvals, releases or consents required by law or by third parties.

To the maximum extent permitted by law, Studio Photostar Oy shall not be liable for:

- Indirect damages.
- Consequential damages.
- Loss of profits.
- Business interruption.
- Reputational damages.

The total liability of Studio Photostar Oy arising from any license shall in no event exceed the amount actually paid for that license.

17. GOVERNING LAW AND JURISDICTION

This Policy shall be governed by and interpreted in accordance with the laws of Finland.

Any dispute arising from or relating to this Policy, any license granted under it, or the use of any image supplied by Studio Photostar Oy shall first be resolved through good-faith negotiations between the parties.

If no amicable resolution can be reached, the dispute shall be submitted to the competent courts of Finland.

The District Court of Espoo shall have jurisdiction unless otherwise required by applicable law.

18. CONTACT INFORMATION

Studio Photostar Oy

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FINAL COPYRIGHT NOTICE

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No image may be copied, reproduced, distributed, published, modified, transmitted, stored, sublicensed or otherwise used without a valid license or prior written authorization from Studio Photostar Oy.

If you wish to use any image, please contact Studio Photostar Oy and obtain the appropriate license before publication, reproduction, distribution or any other use.

Unauthorized use may constitute copyright infringement and may result in legal action and claims for damages.

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