

AIStockVision.com Terms & Conditions (10 Feb 23)

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Website usage general Terms and Conditions

These Website Terms apply to the use of AIStockVision.com, including all of its sub pages and subdomains (collectively referred to as “Website”) provided by AIStockVision.com (herein referred to as “AIStockVision”, “we”, or “us”).

By accessing our Website, you agree to be legally bound by these Website Terms and our Privacy Policy, as well as all other terms incorporated herein. We encourage you to carefully read these Website Terms and our Privacy Policy prior to using our Website. Our Privacy Policy applies to unregistered users of our Website, including with regards to Google Analytics and other 3rd-party analytics integrated into our website. If you do not agree to the Website Terms or the Privacy Policy, you may not use our Website. We reserve the right to block your access to our Website, at our sole discretion and without prior notice.

Website Content

All rights, title, and interests in the content featured or displayed on our Website, including (but not limited to) images, moving images, videos, sound, illustrations, text, graphics, data, metadata, software, trademarks, logos, and the selection and arrangement of the content, are owned by AIStockVision, registered AIStockVision Community Members, or our business partners and are protected by copyright, moral rights, trademark, and other laws relating to the protection of intellectual property.

Permitted and Prohibited Uses of Our Website

Browsing. You are permitted to browse our Website and use our search engine for browsing licensable content. This permission includes the necessary technical reproduction of our Website for the sole purpose of browsing. Any other uses of our Website are expressly prohibited, unless stated otherwise in these Website Terms.

You are strictly prohibited from the following actions, which are considered misuse of our Website:

- (a) Downloading (does not affect the [Licence T&Cs](#)), reproducing, copying, re-transmitting, imitating, or distributing our Website or its content in whole or in part;
- (b) Using any data mining applications, robots, crawlers, or similar data gathering or extraction methods or tools;
- (c) Manipulating or displaying the Website or its content using framing or similar navigational technology;
- (d) Registering, subscribing, or unsubscribing any party for any AIStockVision.com product or service without the express authorization of that party;
- (e) Reverse engineering, altering, or modifying any part of the Website or its content;
- (f) Circumventing, disabling, or interfering with security-related features of the Website or any system resources, services, or networks connected to or accessible through the Website;
- (g) Selling, licensing, leasing, or otherwise commercializing the Website or its content without the express written authorization of AIStockVision;
- (h) Using the Website for purposes other than its intended purpose.

Access to Services

If you wish to access our services, such as sharing or selling your content (images or videos) or acquiring usage licenses for licensable content, you must sign up as a “Contributor” or an “Image Buyer,” whichever applies to

you. Please note that our respective Terms of Service and Privacy Policy apply when you register, and you should read them carefully before doing so.

Links on AIStockVision.com

AIStockVision.com accepts liability for the content found on our website in accordance with applicable legal regulations and other Terms & Conditions outlined on this page. As certain content (such as images and videos) available on our website is generated by our users (i.e. the AIStockVision.com Contributor), and as we are unable to thoroughly review all such content for potential infringements without good reason, we are particularly subject to limited liability. This stipulates that we are only liable if: (a) we have knowledge of any unlawful act or information, and (b) in cases of claims for damages, we are aware of any facts or circumstances that would make the unlawful act or information obvious. We do not guarantee the accuracy, completeness, or suitability of the information available on our website, or the merchantability or fitness of the licensable content for any particular purpose.

Links to Third-Party Websites

References and links to third-party websites do not imply endorsement of the content found on such websites by AIStockVision.com. We accept no responsibility for any content, data, or information provided on any linked website. AIStockVision.com does not control, and has no influence over, the content of any linked third-party website. As such, we are not liable for any unlawful, incorrect, or incomplete content, or for any loss or damage caused by the use of any content from linked third party websites, or by the linked third party websites themselves. We encourage you to review the terms and conditions, including the privacy policy, of any linked third-party website.

Online Dispute Resolution

If you are a EU consumer, and not an entrepreneur, you are hereby informed that the European Commission provides an online dispute resolution (ODR) platform, which can be accessed at <https://ec.europa.eu/odr>. AIStockVision.com is not legally obligated, and will not agree in principle, to participate in a dispute resolution procedure before a consumer arbitration service.

Severity Clause

If any clause in these Website Terms is found to be unenforceable, it will not affect the enforceability of any other clauses, which will remain in full force and effect. Any rights not expressly granted herein are reserved.

Changes to the Website Terms

AIStockVision.com reserves the right to change the Website Terms at any time without notice. We encourage you to regularly review the Website Terms. Your continued use of the website constitutes acceptance of the updated Website Terms.

Questions & Contact Information, Complaints

If you have any questions or comments about the website or Website Terms, please direct them to AIStockVision.com at support@aistockvision.com. If you believe that any content infringes upon your intellectual property rights or any other rights, please notify us of such infringement at abuse@aistockvision.com.

Terms of Service for Buyer Accounts

These Terms of Service apply to you if you are interested in acquiring licenses for images and/or videos available on **AIStockVision.com** Platform. AIStockVision.com Platform is operated by Aesthetes.ID Studio (“AIStockVision.com” or “We”). For more information, please see <https://aesthetes.id>.

Acceptance of Terms

To make use of the services offered on AIStockVision.com, you must first create a Buyer Account with us. By creating an account, you are accepting these Terms of Service and agree to our Privacy Policy, which you can view at any time on our website.

Services

As a Buyer Account holder, you have the ability to search for available images and videos on AIStockVision.com Platform (referred to as “Content”), acquire licenses for said Content, organize and download Content.

Please note that AIStockVision.com reserves the right to amend and modify our services at any time. There is no guarantee of the availability of a Buyer Account, a certain download capacity, or the error-free and uninterrupted availability of the AIStockVision.com platform and services.

Registration for AIStockVision.com Buyer Accounts

To register for a Buyer Account with AIStockVision.com, you must be at least 18 years of age and provide a valid email address and secure password. If you already have a Contributor Account with us, you will need to use a different email address for your Buyer Account.

Your Buyer Account will become active once you have completed the registration process and we have confirmed or activated your account. Your account is for personal use only and you may not create an account for a third party, transfer it, or allow a third party to use it. You are responsible for all activities that take place within your account and must inform us immediately in the event of any unauthorized access.

Upon registration, you have the option to receive our newsletter and product updates, which you can unsubscribe from at any time. Consent to receive such updates is not required for your registration.

It is important that all information provided during your registration is complete, accurate, and kept up-to-date at all times in order for us to provide you with our services and communicate with you as necessary.

Please note that AIStockVision.com reserves the right to adjust password requirements in accordance with current security standards and may reset passwords for security reasons. We also reserve the right to amend the requirements for registering or using a Buyer Account in the future. If you do not meet any subsequent requirements, we reserve the right to restrict your account usage or terminate our agreement.

Terms and Conditions for AIStockVision Licensing of Content

At AIStockVision, we aim to provide you with an exceptional experience in acquiring the best visual content for your brand. These terms and conditions apply to you in the event that you wish to purchase licenses for content available on AIStockVision.com.

Acceptance of Terms

To use the services offered at AIStockVision.com, you must first create a Buyer Account on our website. By creating an account, you agree to these Terms and Conditions, as well as our Privacy Policy, which can be viewed on our website at any time.

Process of Licensing Content

To license Content from AIStockVision, you must select the appropriate license that suits your intended usage of the Content. You may seek clarification on the extent of each license type offered by visiting our [Licence page](#).

To complete the purchase, you must log in to your Buyer Account or register for one, and provide your payment information and method. The license fees, including applicable taxes, are due immediately and can be paid via our secure payment system.

By attempting to purchase a content, you are making a legally binding offer to purchase the selected license(s), and you accept these Terms and Conditions, our Privacy Policy, and the AIStockVision.com License Terms that are in effect at the time of purchase. These documents can be viewed on our website at any time and are linked in the purchase process.

We accept your offer by making the Content available for download in your account, and a license agreement is established. You will also receive an order confirmation and invoice via email. The links in the email may have limited validity, but you can access your purchased Content and invoices at any time in your account.

Licensing of Content as a Consumer

If you purchase a license as a consumer from AIStockVision.com, you have the statutory right to withdraw, which is detailed in the License Terms.

Preview of Content

Before purchasing a license, you have the opportunity to preview Content in low resolution and with watermarks ("Preview Content"), if available and limited to a 30-day test period. You agree to use the Preview Content solely for the purpose of assessing its suitability for a specific project or obtaining internal approval to purchase a license. Upon completion of your evaluation, you must delete the Preview Content and any copies from all storage media. To use the Content for any other purpose, you must acquire a corresponding license from AIStockVision.com. Please note that the availability of Content for licensing may change and AIStockVision.com does not guarantee its continued availability for licensing after the test period. If you are unable to purchase a license for any Content, please contact our Support Team.

Modifications to License Types and Terms

AIStockVision.com reserves the right to modify the available license types and License Terms at any time with effect for the future. Please check the License Terms before each new license purchase to ensure they have not been modified. Please note that changes to the License Terms do not affect any licenses that have already been purchased.

Notifications and Communication

At AIStockVision.com, we may communicate with you via email regarding any information required for the fulfillment of our contract and any license agreements you have entered into with us. The handling and processing of your personal data and all communications with you are carried out in accordance with our Privacy Policy, which can be accessed at any time on our website.

Liability Disclaimer

AIStockVision.com does not provide any guarantee for an error-free and uninterrupted availability of your account and the AIStockVision.com platform and services. As such, liability is excluded to the extent permitted by law. This also applies to any links provided and Content that can be used for test purposes.

Termination and Deletion of Your Account

You have the right to terminate your contract with us and delete your account at any time. Should you wish to do so, please contact support@aistockvision.com. Prior to deletion of your account, please ensure that you have downloaded any previously purchased Content onto your storage media.

If you violate our Terms of Service or if your account is misused in any manner, we may terminate our contract with you and delete your account at any time without prior notification, as well as restrict you from any future registrations. Additionally, if your account has not been used for at least 12 months or if you fail to comply with necessary registration requirements, we may terminate the contractual relationship with a prior notice of 4 weeks by email and delete your account.

Please note that termination of the contract will not affect any licenses that have already been purchased and fully paid for. Any claims made by AIStockVision.com regarding outstanding invoice amounts for purchased licenses and any further claims will remain unaffected by the termination of the contract.

Notifications of Modifications to the Terms of Service

AIStockVision.com reserves the right to modify these Terms of Service at any time. If modifications are made, the updated terms will be published on our platform and we will provide you with notification of such changes at least 4 weeks prior to their effective date. Please note that this obligation does not apply in the event that you register for AIStockVision.com after the updated Terms of Service have been published and are immediately applicable to new users.

In the event that you do not agree with the changes, you may elect to terminate the agreement by sending an email to AIStockVision.com within 4 weeks following the notification. Upon receipt of your request, we will delete your account.

If you do not exercise your right to terminate the agreement within the notified period, your continued use of your AIStockVision.com account will be considered acceptance of the amended Terms of Service. When we notify you of updated terms, we will also inform you of your right to terminate the agreement, the notice period, and the consequences of continued use after the notice period has expired.

Please note that for changes to the AIStockVision.com License Terms, the provisions in section “Modifications to License Types and Terms” shall apply exclusively.

Terms of Service for Contributor Account

Welcome to AIStockVision.com, a platform dedicated to supporting and elevating your creativity. Please take the time to carefully review our Terms of Service for Contributors. These terms govern your use of the AIStockVision.com website and all services available to contributors.

Acceptance of Terms

To gain access to AIStockVision.com, you must first register for a Contributor’s Account. To gain access to the AIStockVision.com Market, you must additionally register for a Seller’s Account (both accounts together referred to as “AIStockVision.com Account”). By registering, you accept these Terms of Service and acknowledge our Privacy Policy, forming a contractual relationship with us, each with corresponding rights and obligations.

Services

- **AIStockVision.com is a community and marketplace for images generated or altered by advanced AI algorithms, and uploaded by users.**
- **AIStockVision.com:** On this platform, you can upload your images and illustrations (collectively referred to as “Content”), display and share your Content publicly, interact with other contributors through commenting, participate in contests and events, access tutorials, interviews and articles, and use other services available for contributors. The purpose of the AIStockVision.com is to provide a platform for showcasing your work, connecting with others, and gaining inspiration.
- **AIStockVision.com:** On this platform, you have the opportunity to sell licenses for your Content through our distribution network, making it possible for third parties to purchase your work.
- **AIStockVision.com** also publishes a digital magazine and hosts various exhibitions, workshops, and events.

Please note that we reserve the right to modify or discontinue our services at any time without prior notice. Your AIStockVision.com Account does not guarantee unlimited upload capacities or error-free, uninterrupted access to the AIStockVision.com platform and services.

Account Registration

To become a registered user of AIStockVision.com, you must meet the age requirements outlined in section 4 and not be a member of a copyright collecting society. You may register by providing a valid email address and password or through a connected social media account. You may select a username, subject to its availability and compliance with all relevant laws and regulations.

For a seller's account, you must also provide your full name, registered address, and payment information. If you plan to sell your content as an entrepreneur, you must also provide your company name and VAT number.

Your account registration becomes effective upon completion of the registration process and our activation of your account. You are solely responsible for all activities conducted through your AIStockVision.com account, and must promptly notify us of any unauthorized access.

Upon initial registration, you will have the option to receive our newsletter and community updates, which you may unsubscribe from at any time. Your consent to receive these updates is optional and not required for account registration.

It is your responsibility to provide accurate and up-to-date information during registration, and we reserve the right to restrict or terminate your usage of AIStockVision.com if any information is found to be incomplete or incorrect.

Please choose a secure password and maintain its confidentiality. We may change our password requirements at any time to meet current security standards. If you suspect that your password has been compromised, please notify us immediately at support@aistockvision.com. We may reset your password to ensure the security of your account.

We reserve the right to modify the requirements for account registration or usage of AIStockVision.com at any time. If you fail to meet these requirements, we may restrict your account usage or terminate our agreement.

Age Restrictions

To register for a Seller Account on AIStockVision.com, you must be at least 18 years of age. For a Contributor Account, you must be either (i) at least 18 years old or (ii) at least 14 years old with the consent of a parent or guardian. Upon registering for an account with us, you confirm that you meet these age requirements.

AIStockVision.com reserves the right to request proof of your age or parental/guardian consent at any time. The parent or legal guardian who has given their consent is fully responsible for the account activities of their child and must ensure that these activities are in accordance with the terms of service. Parents and guardians are also liable for any misconduct by their child and any damages arising from such misconduct. Please note that some content on AIStockVision.com may be inappropriate for minors.

Upload of Content

You may only upload content to AIStockVision.com if it is original content created by you and does not infringe on any third-party rights or violate any applicable laws or regulations. You must have the full right to provide such content to us. By uploading content to your AIStockVision.com account, you agree that your content, name, and username may be publicly visible and may be liked, commented on, and shared on social media networks (e.g., Facebook and Instagram) by AIStockVision.com and other users.

AIStockVision.com is not a platform for storing and managing your content. Therefore, it is your responsibility to ensure that you have backed up copies of your content. AIStockVision.com reserves the right to amend content and/or technical requirements for uploading content at any time and may refuse to upload certain content at its discretion.

For Seller Accounts, your content will be automatically transmitted to the AIStockVision.com Market for review and potential inclusion in our licensed offerings. This transmission does not guarantee that your content will be eligible for sales on AIStockVision.com or through our distribution partners. The review process is subject to AIStockVision.com's discretion and may be primarily conducted through automated means using image recognition software. You may view the status of your content in your user profile. The timeline for review and selection may vary.

Prohibited Content and Unacceptable Use of AIStockVision.com

AIStockVision.com prohibits the upload of any Content or conduct that violates the rights of third parties, is inappropriate or in violation of applicable laws. This includes, but is not limited to:

- (a) Pornographic, insulting or racist Content as well as Content that violates laws or regulations for the protection of children or young people. This applies to usernames, tags, captions, and comments added to your Content or that of other users.
- (b) Content belonging to third parties, meaning Content that you have not created yourself or have copied or imitated in whole or in part without the consent of the respective rights owner.
- (c) Content that impairs or infringes the rights of third parties, particularly personal rights, copyrights, trademarks, or other intellectual property rights.
- (d) Using AIStockVision.com for direct advertising purposes or contacting other users, licensees, customers and/or partners for the purchase or sale of products or services, as well as any form of spam or harassing behavior (e.g. when commenting on Content).

Reporting and Removal of Prohibited Content

AIStockVision.com cannot comprehensively check all Content uploaded to our platform for potential rights or Terms of Service violations. If we receive indications of illegal Content or discover violations against third-party rights, applicable laws, or our Terms of Service, we may, at our sole discretion and without notice, delete such Content from your account and prevent its further upload.

If you discover Content on AIStockVision.com that violates the provisions outlined in section 6 above, you may report such Content at any time via the app or website ("Report") or by contacting support@aistockvision.com directly. Your report must contain specific information about the violation to be processed. Reports with insufficient information may not be answered, and abusive reports or false statements will be legally prosecuted.

AIStockVision.com will review all Reports, contact you if we have any questions, and delete any inappropriate Content. We reserve the right to temporarily block Reported Content until the review result is finalized, and, at our discretion, delete the Reported Content. In case of infringements and legal claims, we reserve the right to forward your contact information to the claimant to the extent legally permitted.

Grant of Rights – AIStockVision Contributors

By uploading Content to AIStockVision, you grant us the exclusive and transferable right to use, reproduce, distribute, publicly display and promote your Content.

When you upload Content to the AIStockVision using a Contributor's Account, you grant us the exclusive, transferable right to offer your Content for licensing through AIStockVision.com and our worldwide distribution partners. This right includes the right to use, reproduce, distribute, publicly display and promote your Content, as well as granting exclusive rights of use to third parties.

The exclusive rights granted by you to AIStockVision include (but not limited to):

- The right to use your Content globally and in perpetuity in any media and context (private, editorial, and commercial) for a variety of purposes, including but not limited to, print and online media, newsletters, book covers, book illustrations, posters, art prints, and products of any kind.
- The right to edit your Content within the bounds of moral rights (e.g. format, change image resolution, add watermarks, create thumbnails, add or replace titles and tags).
- The right to combine your Content with other works and content.
- The right to use your Content for the production, sale, and promotion of goods and services of all kinds.
- The right to grant licenses of your Content to third parties, which may cover some or all of the uses listed above.

We have the right to use your Content for the promotion of our platform, services, and your Content, for example on our website, social media channels, and in internal and external communication. This also applies to our distribution partners and partner platforms.

The right to distribute and sublicense your Content remains valid until it is completely deleted from the AIStockVision.com and partner platforms. You may request the deletion of your Content at any time.

Model and Property Releases

When uploading Content to AIStockVision.com, it is your responsibility to ensure that all third-party rights affected by the Content are cleared.

If the Content includes individuals who are recognizable or identifiable by certain characteristics or attributes (e.g. scars or tattoos), you must obtain and provide a Model Release from each of those individuals, and a Model Release from yourself if you are visible in the Content.

Similarly, if the Content depicts third-party property (e.g. real estate, offices, apartments, parks, museums) or otherwise affects the rights of third parties (e.g. trademarks, logos, copyrights, intellectual property), you must obtain and provide a Property Release from the rights owner(s) for the use of such Content. This is typically required if a ticket is required to enter a location (e.g. parks, castles, museums, music or sports events, etc.).

You are solely responsible for obtaining all legally necessary permissions. The above explanations are not exhaustive and do not relieve you of your responsibility to ensure that the Content complies with all applicable laws and regulations (e.g. photography restrictions, prohibitions, copyright exceptions, etc.). This applies regardless of whether AIStockVision.com conducts its own review or makes recommendations. If you are unsure whether your Content requires a release, please feel free to contact us.

License Terms and Pricing

AIStockVision.com may correspond with you in regards to questions about your AIStockVision Market activation and Content, and to inform you of license sales.

Please be advised that payments for your license shares will only be distributed to you if you are registered with the payment service provider chosen by AIStockVision.com.

AIStockVision.com has the discretion to establish license terms and pricing for the licensing of your Content to third parties. AIStockVision.com and its distribution partners may offer exclusive pricing, packages, and discounts at any given time, which may influence the cost of your Content and therefore, your license share. If you do not agree with these terms, it is advised that you refrain from adding your Content to AIStockVision Market. The current license prices for AIStockVision Market are accessible on our website.

Sales Notifications

AIStockVision.com will notify you of sales made for your Content after the completion of any legal or contractual withdrawal period and once payment from the purchaser has been received. A sales notification will be sent to you via email.

Please be aware that information about a license sale may be conveyed later than the usage of your Content by the third party who purchased it. If you come across that your Content is being utilized by third parties but have not yet received a sales notification, kindly reach out to our Support Team at support@aistockvision.com first before contacting the licensee or user of your Content. Our team will verify the licensing status before any further action is taken.

AIStockVision.com – License Shares and Payouts

Upon the sale of your Content through AIStockVision.com or its distribution partners, you will receive a share of the license or sublicense fees (“License Share”), after deduction of sales-related costs & taxes (including relevant transaction and currency fees) and other fees (such as withholding tax, if applicable). The identity of the licensor of your Content will not be disclosed to you.

The License Share allocated to your Content sales is calculated at 50% of the sale amount prior to sales-related costs & taxes. The sale of a license for your Content and your Payout Level will be displayed in your account.

Payout Requests: If your License Share accumulates to an amount of **15 USD** or its equivalent in a local currency, which is offered by AIStockVision.com as a payout currency (“Minimum Payout”), you may request a payout of your License Share by submitting a “Payout Request” in your account.

AIStockVision Payments: Upon submission of a valid Payout Request, the payment will be processed by the AIStockVision Payment Provider, typically within **7 days** (though it may take up to 30 days). Kindly confirm if the AIStockVision Payment Provider is available in your country and if you are registered for their payment service. Please note that payouts, if required, can only be made through the AIStockVision Payment Provider. Ensure that the payout to you was successful or if the AIStockVision Payment Provider requires further action on your end. AIStockVision.com shall not be held responsible for a successful payout. In the event that multiple attempts are required to payout the License Share due to circumstances beyond AIStockVision.com’s control, any costs incurred will be deducted from the amount of the payout.

Payment Pause: In the event that we are notified of a copyright violation or any other violation of third-party rights in relation to the Content uploaded by you, we reserve the right to hold all pending payments until the matter is resolved. This applies to all pending payments, regardless of whether they relate to the reported Content or other Content uploaded by you.

Payment Lapse: During the time you hold an account with us, we will keep your Licence Share available for payment for a period equivalent to the relevant statutory limitation periods (i.e. for 3 years). Beyond this period, your right to payment will be forfeited. Therefore, please regularly check your user account for any outstanding claims & payouts.

In the event that you receive a notification from us regarding a claim of infringement of third-party rights in relation to your Content, you must respond in writing within 30 days of receiving the notification. Failure to do so may result in the forfeiture of your right to receive the Licence Share. Your Licence Share will be deleted from your account in such cases.

Please note that upon deletion of your account, you will forfeit the right to receive payment for all accumulated and future Licence Shares. It is therefore imperative that you submit a Payment Request prior to deleting your account.

Refunds: If we receive a notification of a refund of the licence fee for your Content (e.g. due to legal or contractual rights of withdrawal), after having paid the respective Licence Fee to you, we reserve the right to offset future payments or reclaim any payments already processed. This also applies in cases where Content licences were granted in violation of our Terms of Service or in violation of criminal laws (such as credit card abuse or copyright infringement).

Credits and Moral Rights

At AIStockVision.com, we are entitled to share your name and/or username with third-party entities (licensees and partners) in association with the use of your Content, but we shall not bear any responsibility for ensuring adherence to any credit obligations.

Attribution may be waived, particularly in cases of commercial use, as per industry standards and relevant licensing terms. You acknowledge and agree that AIStockVision.com and the licensees of your Content may use your Content with or without attribution, thus waiving your right to be acknowledged as the author of

such Content to the extent legally allowed. You further waive any claim of infringement of your moral rights in those jurisdictions that allow the waiver of such rights.

Notifications and Communication

In your account settings, you have the option to choose the notifications you wish to receive via email. With each approval, you give your consent for us to send you information on the topics you have selected. This consent may be revoked at any time through your account settings.

We may contact you, for instance, via email at any time for information required to fulfil our contractual and legal obligations. The storage and processing of your personal data and communication with you shall be carried out in accordance with AIStockVision.com's Privacy Policy, which can be accessed on our website at any time.

Content Removal Policy

At AIStockVision.com, you have the ability to delete any Content that has only been shared within our community. In the event that your Content has been sold, or shared on AIStockVision.com Platform or other social media networks, it may still be visible even after it has been deleted from our community.

If you would like to remove your Content from AIStockVision.com Market and our partner platforms, you must submit a removal request by pressing a "Delete" button on your listing (while logged-in). Alternatively, you can reach out to us at support@aistockvision.com and provide the Content ID numbers you wish to delete. Please specify if you would like to delete the Content from AIStockVision.com Market only or from your entire user account. It may take up to 180 days from the date of your removal request for the Content to be fully deleted from AIStockVision.com Market and our partner platforms.

Please note that your authorization for AIStockVision.com to market and license your Content, as per this Terms and Conditions, remains in effect until the Content has been completely deleted from AIStockVision.com Market and our partner platforms. Any Content that was sold and licenses issued to buyers prior to the Content's removal will not be affected.

If you need to remove Content due to a violation of third-party rights, please mark your email request as "urgent" and provide relevant information to support@aistockvision.com. In such cases, we will make every effort to remove the Content promptly and inform our partners accordingly, but we cannot guarantee immediate removal.

AIStockVision.com reserves the right to delete any Content from your account without notice if it is deemed to violate our Terms of Service.

Liability

As a user of AIStockVision.com, you (if you are 18 years of age or older) or your parents or legal guardians (if you are under 18 years of age) are solely responsible for your conduct and adherence to these Terms of Service and any relevant laws.

When uploading Content, you guarantee, promise, warrant, and undertake that:

- You are the sole creator of the Content and have the right to freely dispose of it and its associated rights of use, and that no other contracts with third parties exist, such as a transfer of exclusive rights or assignment of rights to copyright collecting societies.
- The Content does not violate any applicable laws or regulations.
- The Content does not infringe on the rights of any third parties, and you have obtained all necessary consents from the relevant rights holders.
- The releases you have provided are valid and legally binding, granting all rights to use the Content commercially without further consent.
- You agree to indemnify and hold AIStockVision.com harmless from and against any claims made against us by third parties for any violations of applicable laws or for any breach of your obligations or warranties under these Terms of Service. This includes the cost of defending or settling any such claims and also applies to claims made after the termination of our agreement.

Please note that we may be required by law to disclose your personal data to third parties in the event of any rights infringements. Further information on this can be found in our Privacy Policy.

Liability for AIStockVision.com

Content uploaded to AIStockVision.com is provided by third-party users. We make every effort to ensure that such content is in compliance with applicable laws and regulations and do not infringe on any rights of third parties.

Please be advised that we do not assume any liability for the accuracy, legality, or completeness of the content provided by users. This includes links to external websites and any potential damage that may result from the use of such content. AIStockVision.com shall not be held responsible for any unauthorized use or copying of content uploaded by third-party users.

In the event of simple negligence, we shall not be held liable for any indirect or unforeseeable damages, loss of production and use, lost profits, savings, or financial losses due to third-party claims.

The provisions set forth in these Terms of Service represent the full extent of AIStockVision.com's liability, and no further liability shall be assumed, regardless of the legal basis of the claim. This shall not apply in the case of mandatory statutory liability or liability for a guarantee.

Termination and Deletion of an Account

You have the right to end the contractual relationship with AIStockVision.com at any time. Simply contact support@aistockvision.com to request the deletion of your user account. Upon receipt of your request, we will delete all your Content and data held by us.

Please ensure that you have requested any available License Shares for payout prior to requesting the deletion of your account. If you wish to receive a payout of amounts below the applicable Payout Minimum, you may do so as part of the account deletion process. We will inform you by email of any license sales processed until your Content is fully deleted, and will retain your email address in our database for this purpose. Further information regarding the use of your personal data can be found in our Privacy Policy.

In the event of a violation of these Terms of Service, we reserve the right to delete your account without prior notice and prevent you from registering again in the future. Additionally, if your user account has not been used for at least 12 months, we may terminate our contract with a 4 week notice period via email, delete your account and remove your Content.

Changes to the Terms

We reserve the right to modify these Terms of Service at any time in accordance with this provision. The most current version of these terms will be made available to you at the time of account registration. Should any changes be made, we will publish the updated terms on our platform and may notify you within the app, your user account or by email.

If you do not agree with the changes, you may end the contract with AIStockVision.com by email within 4 weeks of receiving notification of the changes. We will then delete your account and remove your Content.

If you do not end the contract within the specified notice period, your continued use of the AIStockVision.com services will be considered acceptance of the new terms.

Final Provisions

The transfer of rights and obligations under these Terms of Service and the agreement established by these Terms of Service to any third parties requires your express prior consent, except in the case of transfer of rights and obligations to our affiliated companies, particularly in the event of a transfer of operational control and responsibility for the AIStockVision.com platform and other services. In the case of transfer of rights to distribution partners, authorization in accordance with this terms shall apply.

These Terms of Service shall be governed by and construed in accordance with the laws of the United Kingdom. The United Nations Convention on Contracts for the International Sale of Goods is excluded. The place of performance for the grant of rights shall be our registered office, if legally permissible. In the event that you use AIStockVision.com as a business entity, our company headquarters shall also serve as the exclusive place of jurisdiction.

The original version of these Terms of Service was written in English. In the event of any conflict between the English version and a translation, the English version shall take precedence.

Should any provisions of these Terms of Service be deemed invalid, ineffective or unenforceable in whole or in part, the validity and enforceability of the remaining provisions shall not be affected thereby. Any invalid or missing provisions shall be replaced by relevant statutory law.

Contact Information

For any questions regarding these Terms of Service, please feel free to contact us at support@AIStockVision.com.