



DEATH TO THE STOCK PHOTO

PLAIN ENGLISH LICENSE

We're doing our best to make our photos under one simple license. We know it can be hard to understand these, so we've written it in as plain english as we could. (OR read the full license or email us David@deathtothestockphoto.com if you have more questions!)

Every Death to the Stock Photo (DTTSP for short) photo is subject to the Photograph End User License. The official license is legally binding. You should read it. What follows is a plain English summary. The DTTSP Terms of Service contains additional restrictions that may impact your access to and use of the our photos. Read it too.

Use the photos how you please, but don't redistribute them.

Under the license, you may display a DTTSP photo as you please, reproduce it, add it to a collection, and make adaptations of it. However, you may not distribute the photo—so don't include it in any photo packs or give it out for others to use. That's how we are able to run our business :). Displaying and reproducing the photo on physical or digital products that you distribute is fine.

Don't claim the photo as your own, or imply that DTTSP, or any of the models, brands, institution or whatever - has endorsed you, your product, or anything else. (For example acting like a device in the photo is directly endorsing your brand)

These rights come with some restrictions. As noted, you may not distribute or sublicense the photo. You also cannot claim the photo as your own. Or state or imply that DTTSP, or anything appearing in the photo—a model, brand, institution, whatever—has endorsed you, your product, or anything else.

Notwithstanding the restriction on distribution, if you make an adaptation of the photo, you may distribute the adapted photo. But you must distribute the license with the adapted photo, and you can't add any additional restrictions or terms.

Don't use the photo in pornography, hate speech, or anything that would embarrass or defame DTTSP, or the subject of the photo.

You may not use the photo in connection with pornography, hate speech, or anything else that might embarrass or defame DTTSP or the subject of the photo. If a model, brand, or institution complains about your use of his, her, or its image or other rights, we would likely send a notice to make you take it down.

We collect model releases, and want to protect them and you from any problems, so please be kind and smart about the way you use the imagery. We don't want to put anyone in our shoots in a situation that they would feel very uncomfortable with.

DTTSP has a practice of receiving “publicity and personality” releases from its models. We do this to your benefit. What it does is it saves you the trouble of getting those releases yourself. But these releases don't extend to abusive or embarrassing uses. If do you use the photo that way, it's possible to find yourself in legal trouble either with us or with the model. If this does occur we will also not be able to help you, so it's best to be tactful.

This license applies to the photo itself as a discrete thing. The model release applies to the personality and publicity rights of any model appearing in the photo. Other subjects, like brand trademarks, sculptures, and art work that may appear in the photo deliberately or incidentally have rights that are not released or conveyed to you. You must be cognizant of these rights, and not use the photo in any manner that would violate the rights of any person or thing appearing in the photo.

If you breach this license, it terminates and you lose all of your rights—but we retain our rights to enforce the license terms against you as needed.

If you decide to bring a claim against us, and you win, we will not be liable to you for any special or punitive damages, just ordinary damages. If you create legal problems that DTTSP gets dragged into, you have to pay our lawyers, related costs (court, travel, three-martini lunches), and damages, if any.

Any legal issues will be taken care of in the courts in Ohio.

If a fight does break out, the dispute will be controlled by Ohio law and sent to binding arbitration in Columbus, Ohio. It's a nice place. We'll recommend some restaurants. That said, we can skip arbitration and go to court to get an injunction.

This isn't the full license! Just an overview so see the full license (which is the only legally binding agreement) or reach out if you have more questions!

This summary is not legally binding. It's just a summary. The Photograph End User License is the only binding agreement between you and DTTSP with regard to the photo.