



Terms & conditions

Website terms of use

Please read this section carefully before using this website. Use of this website means that you have accepted the conditions set out below. If you are not willing to accept these conditions, please refrain from using this website. If you decide to continue using it you are automatically bound by the terms and conditions of this agreement.

- Disclaimer

The artists contributing to the SpherA Images bank are not under the direct control of SpherA Images, which cannot be held accountable for the contents they publish. Any damage caused by published images cannot be directly imputed to SpherA Images.

- Welcome to SpherA Images

The conditions governing use of this website are illustrated below.

SpherA Images is a trademark of Cocco e Saba di Corrado Cocco & C s.a.s. with the head office in Italy, 09045 Quartu Sant'Elena (CA), Via Turati 4d (hereunder indicated as "Sphera").

These conditions constitute a legal agreement between the user and Sphera. Please read the whole agreement before using the website or downloading any image from it. If you do not wish to accept the conditions of this agreement, please refrain from using this website.

- Website ownership

This website is the property of Sphera. All contents of this website, including, without limitation, texts, graphic design, photos, illustrations, images and software, are the property of Sphera or of its content providers.

- Protection of intellectual property rights

All elements making up the SpherA Images website, including without limitation graphic project and contents, are protected by registered trademarks, copyrights, moral rights and legislation on intellectual property rights. Unless otherwise expressly agreed with Sphera, no part or element of this website can be copied or republished and this website and related rights remain the property of Sphera.

- Compensation in the event of rescission of the agreement

The user shall compensate Sphera and content providers against any damage caused by breach of these conditions or unauthorised uses of website contents.

- How to use the website's images

The images can be used commercially once you have purchased a use license. For all other uses not provided for by the website, please [contact us](#).

- Release documents for models and property

Sphera is in no way accountable for, nor does it provide, guarantees for the existence of release documents for any images.

Sphera is in no way accountable for, nor does it provide, guarantees as to the use of names, registered trademarks, uniforms, registered or copyrighted design projects or artwork shown in the images.

The user must ask Sphera to issue necessary documents proving release for reproduction of the images.

- Email

If the user authorises Sphera to send promotional material or communications, Sphera can do so by e-mail. Sphera will regularly send information to users who upon registering agreed to receive info on special offers, news or services deemed of interest to them. At any time, users can ask to be removed from this mailing list, by changing their preferences in their reserved area.

- Personal data protection

Information provided by the user is held in a database and will not be disclosed to third parties.

- **Cookies**

SpheraImages does not use cookies to monitor navigation behaviour of users before visiting the website or after they have left it.

- **Disclaimers**

Sphera provides no guarantees concerning any interruption of service or software malfunctions, nor as concerns the unsatisfactory quality of images for specific uses.

- **Applicable legislation - Jurisdiction**

This agreement is governed by the laws of Italy. Any dispute is to be submitted exclusively to the Court of Cagliari.

Privacy

- **Security**

Payments can be made by means of PayPal or Credit Card. Card numbers are keyed on the secure website of the service provider (PayPal or Banca Sella); information is encrypted and not accessible.

- **Personal data protection**

Information provided by the user is held in a database and will not be provided to third parties.

- **Cookies**

SpheraImages does not use cookies to monitor navigation behaviour of users before visiting the website or after they have left it.

Image licensing agreement

Legal agreement between the purchaser (or company, firm or organisation they represent - hereunder referred to as "the user") and SpheraImages (hereunder referred to as "Sphera") has been authorised by the owners of rights on the images present on the website to grant said rights for commercial, publishing or advertising uses etc.

Please read this section carefully and with great care before downloading and using any image. By confirming purchase of an image and/or downloading it, you are making a statement to the effect that you accept all the terms of this agreement and limitations on use rights listed in the purchase specifications.

1 - Definitions

- "Terms"

This covers the contractual terms set out in this agreement and includes the terms shown in the invoice. In the event of inconsistency between terms of the agreement and those shown in the invoice, the latter will prevail.

- "Contributors"

Holders of copyright on the images; photographers and illustrators providing images to Sphera.

- "Sphera"

In the documents setting out terms of contract, SpheraImages, a trademark of Cocco e Saba & C. s.a.s.

- "Invoice"

The invoice generated by the system or, in some cases by Sphera operators, and includes, over and above cost of rights purchased, all use license specifications.

- "Image"

The image whose rights are granted and whose use specifications are shown in the invoice.

- "Release" (model release, minor model release, property release)

The release statement necessary for use for advertising purposes images of recognisable models or objects covered by copyright.

Sphera is in no way accountable for, nor does it provide, guarantees as to the existence of release documents, for any images.

Sphera is in no way accountable for, nor does it provide, guarantees as to the use of names, registered trademarks, uniforms, registered or copyrighted design projects or artwork shown in the images.

The user is obligated to ask Sphera to issue necessary documents proving release for reproduction of the images.

- "License Fee"

The amount payable to Sphera for use rights on an image.

2 - Granting of rights and limitations

- 2.1 Sphera guarantees right of use and reproduction of the image (exclusive or non-exclusive, as shown in the invoice) only in the manner indicated in the specifications contained in the invoice. These rights can be exercised by the user's customers, provided they too accept all terms of the agreement. The licence is not transferable to third parties for sale purposes.
- 2.2 Use of the image is strictly limited as to Use, Details of use, Image Size, Placement, Print Run, Number of Inserts, Period, Territory, and all other limitations indicated in the invoice. The image can be used only for the specifications indicated in the invoice.
- 2.3 It is forbidden to include the image (or any part thereof) in logos, trademarks or similar marks.
- 2.4 A licence for use of an image on product packaging does not necessarily imply that the same image can be used for product promotion, unless said use is explicitly set out in the invoice.
- 2.5 It does not guarantee correctness of information and search keys linked to the images.
- 2.6 It is forbidden to use the images for pornographic, obscene, defamatory, fraudulent or any other illegal purposes.
- 2.7 The user agrees to abide by all limitations communicated by Sphera, after or during image delivery, imposed by the use licence and shown on the invoice.
- 2.8 Sphera is entitled to request information on the real/end use of the images in order to ascertain compliance with limitations set out in the use license.
- 2.9 The user can store the images on hard disk, including networked systems, or similar devices enabling consultation within the organisation and by the organisation's customers, but shall maintain the copyright symbol (if any), the name and ID number assigned by the system and any other information placed within the original images. When the licence period indicated in the invoice has expired, the user shall immediately delete the images from the hard disk (or other memory device) where they have been stored.
- 2.10 The images cannot be sub-let or resold.

3 - Copyright

No ownership or copyright on the image will be transferred to the user after issue of the licence. Sphera's contributors will retain ownership of the images and all associated rights.

4 - Guarantee and limited liability

- 4.1 The user hereby releases and indemnifies Sphera from any claim, demand or request by third parties relating to the publication, use and transfer of the Works and, in general, from any negative consequences Sphera may be encounter in connection with this Agreement. The user also waives the right to obtain from Sphera any compensation for damages, loss of earnings, even if stemming from illicit actions or from infringement of moral copyright deriving from the behaviour of Sphera itself or from behaviour of third parties in any manner deriving from or in any way connected with execution of this Agreement.

5 - Payments

Payments can be made directly online or via bank transfer. Failure to pay implies rescission of this agreement as well as infringement of copyright.

6 - Compensation

The user pledges that he/she will compensate Sphera and its associated contributors for any claim, losses, expenses or costs, including legal costs, however submitted, arising from unauthorised use of the images provided to the user by Sphera, or from any other infringement of this agreement.

7 - Information on release documents

- 7.1 Sphera is in no way accountable for, nor does it provide, guarantees as to the existence of release documents associated with the images.
- 7.2 Sphera is in no way accountable for, nor does it provide, guarantees as to the use of names, registered trademarks, uniforms, registered or copyrighted design projects or artwork shown in the images.
- 7.3 The user must ask Sphera to issue necessary documents proving release for reproduction of the images.

9 - Cost of the licence and extension

Cost of the use licence is dependent on the type of rights granted. The user shall inform Sphera in the event he/she wishes to extend rights of use on the image, and shall be liable for payment of the amount due for any supplemental licence. Use of an image for purposes not expressly authorised under the terms indicated in the invoice will lead to rescission of this agreements as well as infringement of copyright.

10 - Conditions of the images

The user shall examine images received before transmitting them for printing or digital reproduction. Sphera accepts no liability for any loss or damage incurred by the user or third parties by reason of alleged or real defects of an image or its reproduction.

11 - Applicable legislation - Jurisdiction

This agreement is governed by the laws of Italy. Any dispute will be submitted exclusively to the Court of Cagliari.