

Your conduct

Professional photographers make a living by granting image users the right to use their imagery in exchange for a license fee. Your use of ██████████ imagery without a license is a violation of his exclusive right to reproduce, distribute, display and prepare derivatives of his copyrighted work.

Unlicensed usage takes power away from photographers and significantly devalues their work. This misuse severely impacts the market value of ██████████'s work, and has made it more difficult for his to license imagery at his high standard rates.

The necessity of carrying out routine operations to monitor his imagery's use is a significant drain on time and resources, and compromises his ability to operate a sustainable business. By using ██████████'s imagery without his permission, your company has benefited at his direct loss and expense.

Refer to the 'Case Overview' in this letter and the attached 'Evidence Report' regarding your use of ██████████'s work and for confirmation of his copyright ownership. If you believe you hold a valid license for this image and the use on the URL specified in the 'Case Overview', please send us a copy of the license and details of where and how you obtained it.

In order to resolve this matter and bring the image use into an authorized and lawful use, a retroactive license (continued use is optional) must be paid.

Immediate steps required to resolve this matter:

- Review the details of case ██████████ outlined in this letter
- Review the **Evidence Report** attached to the email
- Refer to the attached FAQ if you have any questions about why you received this letter
- Purchase a license for your use of the image with a fee of **\$750.00** due by **Wednesday, June 12, 2019**

Payment of your license fee includes retroactive use for use that has already occurred, and includes a 1-year continued use license. Your continued-use license for ██████████'s work will expire on 22-May-20, at which point the image must be removed from your webpage or the license renewed.

How did Pixsy arrive at this license fee?

Pixsy determines the license valuation using standardized factors, the previous license history of ██████████'s imagery, and your use of the image (size, market, length of time and category). We use a number of standard photography pricing indexes such as **fotoQuote**.

Online Use of this Photo

Geographic factors	United States
Category	Commercial
Length of time	1 year
Size	Large
License Fee	\$750.00

Next Steps

Please note that this letter is a first step towards resolving this matter of unlicensed use, and that our offer to license [REDACTED] image(s) for a fair fee is only available if this matter is resolved on or before **Wednesday, June 12, 2019**.

In the event that resolution with a license fee is not possible, our next steps are to forward this matter to a legal partner in your local area to secure the highest fees recoverable for copyright infringement. These fees include actual damages or statutory damages, and can include legal costs, expenses, costs affiliated with filing a lawsuit, and ensuing litigation. Fees recoverable in the event of copyright infringement typically far exceed the cost of an initial license.

Payments

Prompt payment can be made using our secure online payment portal (credit cards & PayPal): [https://my.pixsy.com/resolve/\[REDACTED\]](https://my.pixsy.com/resolve/[REDACTED])

More details can be found in the **'Invoice'** enclosed in this letter, including details to send a bank transfer (Wire/ACH).

Deadline for payment: **Wednesday, June 12, 2019**

Once payment is received, you will be issued a payment confirmation and generated a signed and binding license agreement - this will be emailed to you within 5 business days of payment receipt.

Questions

Should you have any questions or require more information, please first consult the FAQ's attached to this letter, otherwise please contact me via return email or phone.

Kind Regards,

Kathryn

Case Manager, North America
Pixsy Case Management Team

Email: resolution@pixsy.com (please always reply to the original email thread and include the reference number)
Phone: (323) 284 9404
Post: Pixsy Inc, 340 S Lemon Ave, Walnut, CA 91789

CASE OVERVIEW

Case Reference # [REDACTED]

Unauthorized Use

Capture Page URL [REDACTED]

Capture Image URL [REDACTED]

Capture Timestamp [REDACTED]

*** Details found in the attached 'Evidence Report' pdf document*

Original Image

Copyright Owner [REDACTED]

Copyright Owner Location [REDACTED]

Title of Photo [REDACTED]

Date Created [REDACTED]

Published Location [https://www.flickr.com/photos/\[REDACTED\]](https://www.flickr.com/photos/[REDACTED])

License Fee

Geographic factors United States

Category Commercial

Length of time 1 year

Size Large

License Fee \$750.00

License Conditions

License End Date May 22, 2020

Licensed Image [REDACTED]

Licensed URL(s) [REDACTED]

INVOICE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Pixsy Inc.
340 S Lemon Ave
Walnut, CA 91789
resolution@pixsy.com
(323) 284-9404

Invoice No:	[REDACTED]
Invoice Date:	May 22, 2019
Invoice Due:	June 12, 2019

Item	Details	Licensed URL	Total
Single Use Retroactive License	Image: [REDACTED] [REDACTED] (Past use per URL)	[REDACTED] [REDACTED]	\$750.00
Single Use Continued License – Expires 22/5/2020	Image: [REDACTED] [REDACTED] (Ongoing use per URL)	[REDACTED] [REDACTED]	Included

Total:	\$750.00
Amount Due:	\$750.00

Terms:

License to use this image is non-exclusive and permitted only on the "Licensed URL" specified above. Retroactive use refers to use prior to the date of this letter. Continued license expires on May 22, 2020, at which point the image must be removed or a renewed license procured (use past this point is a new infringement). Publication on any other URL or in a separate location requires a separate license.

Payment:

Payment is due within 21 days via credit card, PayPal or bank transfer (check is not accepted). Include [REDACTED] as payment reference.

Transfer fees are the responsibility of the payer, the full amount due must be received. Upon receipt of payment, a license agreement will be mailed to you within 5 business days.

Secure Online Payment Portal:
(Credit Card & PayPal)

[https://my.pixsy.com/resolve/\[REDACTED\]](https://my.pixsy.com/resolve/[REDACTED])

Secured by 256-bit encryption

Bank Transfer:

(Wire Transfer & ACH – fee's due by payer)

Bank: Bank of America,
101 South Tryon Street Charlotte, NC 28256, USA

Account Name: Pixsy Inc.
Account Number: 898067630803
ABA Routing Number: 063100277 (paper & electronic)
ABA Routing Number: 026009593 (wires)
SWIFT Code: BOFAUS6S

Reference: [REDACTED]

Frequently Asked Questions

<p>Who is Pixsy?</p>	<p>Pixsy is an exclusive agent for the purposes of managing and enforcing our photographers' copyright and related copyright infringement litigation. Pixsy supports a global network of photographers in their discovery and handling of such infringements.</p> <p>Pixsy works together with our network of 26 law firms and legal partners across the world to pursue matters where licensing has not been possible.</p>
<p>What are the terms of my license?</p>	<p>Payment of your license fee includes a retroactive license for use that has already occurred, and optionally includes a 1 year continued license to use the photographer's image only as it currently appears on your webpage. Upon expiry of this 1 year term, the image either must be removed or a continued license renewed through Pixsy.</p>
<p>Why is my license fee calculated based on annual usage?</p>	<p>Photographers set market fees at annual usage rates for a variety of reasons, including that setting annual license terms enables them to easily track and follow up on license renewals.</p>
<p>I removed the image, is the matter resolved?</p>	<p>No. We appreciate your prompt removal of the image. Removal of the image from your website does not resolve the period of unlicensed use, and it remains that the photographer be fairly compensated for use of his or her work.</p> <p>Keep in mind that copyright is a strict liability offense, and that use of any imagery found online almost always and with few exceptions must be licensed prior to use.</p>
<p>We hired someone to make this website for us, can you contact them?</p>	<p>As the host and arbiter of the website's content, it is your responsibility to ensure that you hold a valid license for content posted, and to pay pursuant fees to the copyright holder when this is not the case. If the imagery was provided to you by another party, we recommend that you reach out to them to work out a solution internally. The end liability is with you.</p>
<p>Do you offer payment plans? I cannot afford the figure presented to me.</p>	<p>While we cannot offer any discount on our fair market-value license fee, if your preference is to settle this matter without resorting to legal escalation, please notify Pixsy immediately. We are happy to work with you towards a payment plan that meets the needs of all parties.</p> <p>Keep in mind that failure to pay the license fee in full negates the terms of any agreement or steps taken to resolve this matter. Failure to remit payments as scheduled can result in legal escalation. Some forms of business liability insurance may cover the license fee should you need assistance.</p>
<p>I found the image on social media or a search engine - doesn't that mean it's free to use?</p>	<p>No. Google and other free image sites display very clear notices that "images may be subject to copyright."</p> <p>Keep in mind that copyright is a strict liability offense, and that use of any imagery found online almost always and with very few exceptions must be licensed prior to use.</p>

<p>Doesn't a photo need a watermark to show copyright?</p>	<p>No. Copyright exists in the moment of a work's creation. To avoid copyright infringement in future, we recommend you take necessary steps to establish ownership of the copyrighted work, and reach out to the creator to license the image prior to use.</p>
<p>Why are the fees that you calculated higher than the fees for a similar image on a stock website?</p>	<p>Many photographers choose not to publish their imagery on stock image sites because it greatly devalues their imagery. One cannot apply stock-value rates to the work of a photographer who intentionally does not license their imagery on stock.</p> <p>The license fees calculated by Pixsy are consistent with license fees for use of our photographer's work, and are in line with fair market rates.</p> <p>Keep in mind that the full value of this image is higher when it involves unauthorized use of a copyrighted work, and that this letter is a first attempt to resolve this matter amicably with a fair license fee.</p>
<p>What if the image is published under the Creative Commons platform?</p>	<p>The Creative Commons platform permits the use of the imagery in question only if the terms of the license are complied with. Failure to fully comply with these terms is an appropriation of the photographer's imagery, revokes a right to use the license, and constitutes copyright infringement.</p> <p>You can read more about the Creative Commons platform, the various license terms, and how to properly use these licenses here: https://creativecommons.org/licenses</p>
<p>Can I contact the photographer? How do I know Pixsy is permitted to act on behalf of the photographer?</p>	<p>Pixsy has been duly engaged and authorized as the exclusive agent to handle all aspects of the case including all communications by the image/copyright owner.</p> <p>The photographer has chosen to pursue with matter through Pixsy and asked to be left out of the direct communication. We are representing our clients wishes and rights as they have directed us to.</p> <p>We are not authorized to give out the photographer's personal information and all communications must be made through Pixsy. We will relay information back to our client as needed.</p>
<p>I have Business Insurance; can I claim this?</p>	<p>Some forms of business liability insurance may cover the license fee. Please check with your provider for additional information.</p>